



AGENDA

Village of Los Ranchos
Board of Trustees Regular Meeting
6718 Rio Grande Blvd NW
June 8, 2016 - 7:00 P.M.

MAYOR

Larry P. Abraham

ADMINISTRATOR

Kelly S. Ward

TRUSTEES

Donald Lopez-Mayor Pro Tem/Trustee

Mary Homan, Trustee

Pablo Rael, Trustee

Allen Lewis, Trustee

1. CALL TO ORDER

A. APPROVAL OF AGENDA

2. PUBLIC COMMENT PERIOD [3 MINUTE TIME LIMIT] - (PLEASE SIGN IN WITH THE CLERK IF YOU WISH TO SPEAK UNDER PUBLIC COMMENT ON AN ITEM THAT IS NOT ALREADY ON THIS AGENDA)

3. PRESENTATIONS

A. AGRI-NATURE CENTER REMODEL PRESENTED BY KNIGHT SEAVEY.

4. CONSENT AGENDA

There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. MINUTES – MAY 11, 2016 – REGULAR MEETING.

5. REPORTS

- A. MAYOR'S REPORT
- B. ADMINISTRATOR'S REPORT
- C. PLANNER'S REPORT
- D. LEGAL REPORT
- E. PUBLIC SAFETY REPORT

6. FINANCIAL BUSINESS

A. CASH REPORT – MAY 2016.

7. PUBLIC HEARINGS AND APPLICATIONS

A. VACATION OF THE EXISTING TWENTY (20) FOOT EASEMENT FOR PEDESTRIAN AND EQUESTRIAN ACCESS DEDICATED TO THE VILLAGE OF LOS RANCHOS ON LOT 3-A TINNIN FARMS SUBDIVISION AND REPLAT OF LOT 3-A-1 TINNIN FARMS, CREATING A NEW TWENTY (20) FOOT EASEMENT FOR PEDESTRIAN AND EQUESTRIAN ACCESS DEDICATED TO THE VILLAGE OF LOS RANCHOS IN THE A-1 ZONE OF THE VILLAGE WEST CHARACTER AREA.

8. OLD BUSINESS

A. DISCUSSION AND APPROVAL OF AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE CHAPTER 7 CRIMINAL CODE, ARTICLE 2 ANIMAL CONTROL, SECTION 1 GENERAL, §7.2.1, SECTION 2 DEFINITIONS, §7.2.2, SECTION 3 ANIMAL CONTROL OFFICER (ACO), §7.2.3, SECTION 4 ADMINISTRATION OF ORDINANCE, §7.2.4, SECTION 5 RABIES, §7.2.5, SECTION 6 LICENSING AND VACCINATIONS REQUIREMENTS FOR DOGS AND CATS, §7.2.6, SECTION 7 DANGEROUS OR VICIOUS ANIMALS AND ANIMAL BITES, §7.2.7, SECTION 8 ANIMAL CONTROL, §7.2.8, SECTION 9 PROHIBITED ACTIVITIES, §7.2.9, SECTION 10 SPECIALLY PERMITTED ACTIVITIES INVOLVING ANIMALS, §7.2.10 SECTION 11 PROVISIONS RELATING TO LIVESTOCK, §7.2.11 AND SECTION 12 ENFORCEMENT AND PENALTIES §7.2.12.

B. DISCUSSION AND APPROVAL OF A COST SHARE AGREEMENT BETWEEN THE VILLAGE OF LOS RANCHOS, THE COUNTY OF BERNALILLO, AND THE ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY FOR THE DESIGN AND CONSTRUCTION OF THE ORTEGA AND GARDUÑO STORM DRAIN PROJECT. * *Deferred from the May 11, 2016 Board of Trustees Meeting.*

9. NEW BUSINESS

A. DISCUSSION AND APPROVAL TO APPOINT GREG BIEHLER TO SERVE AS THE TEMPORARY MUNICIPAL JUDGE IN ACCORDANCE WITH THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE CHAPTER 11 MUNICIPAL COURT, ARTICLE 1 MUNICIPAL COURT, SECTION 8 TEMPORARY MUNICIPAL JUDGE, §11.1.8.

B. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2016-6-1 A RESOLUTION ESTABLISHING ANIMAL CONTROL FEES AND MINIMUM FINES AS REQUIRED BY THE VILLAGE OF LOS RANCHOS ANIMAL CONTROL ORDINANCE, CHAPTER 7, ARTICLE 2.

10. TRUSTEES ROUNDTABLE DISCUSSION (THE ROUNDTABLE DISCUSSION IS AN INFORMAL DISCUSSION. THE BOARD OF TRUSTEES WILL TAKE NO OFFICIAL VOTE OR OTHER OFFICIAL ACTION.)

11. ADJOURNMENT

A COPY OF THE AGENDA MAY BE OBTAINED AT THE VILLAGE OFFICE, 6718 RIO GRANDE BLVD NW, DURING REGULAR BUSINESS HOURS OF 8:00 A.M. TO 5:00 P.M. OR ON THE WEBSITE: www.losranchosnm.gov

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at 344-6582 at least one week prior to the meeting or as soon as possible.

THE NEXT BOARD MEETING WILL BE HELD ON JULY 13, 2016

I certify that notice of the Public Meeting has been given in compliance with the Open Meetings Act, Section 10-15-1 through 10-15-4 NMSA 1978 and the Open Meetings Resolution 2016-3-1.

I certify that this agenda was posted on: 7/3/2016



Stephanie Dominguez, Village Clerk

3. PRESENTATIONS

A. AGRI-NATURE CENTER REMODEL
PRESENTED BY KNIGHT SEAVEY.

4. CONSENT AGENDA

A. MINUTES – MAY 11, 2016 – REGULAR MEETING.

1 **MINUTES**
2 **VILLAGE OF LOS RANCHOS DE ALBUQUERQUE**
3 **6718 RIO GRANDE BOULEVARD NW**
4 **BOARD OF TRUSTEES REGULAR MEETING**
5 **MAY 11, 2016 - 7:00 P.M.**

6 **Present:**

7 Larry P. Abraham, Mayor
8 Don Lopez, Trustee / Mayor Pro Tem
9 Pablo Rael, Trustee
10 Mary Homan, Trustee
11 Allen Lewis, Trustee
12 Kelly S. Ward, Administrator
13 Stephanie Dominguez, Clerk
Nancy Haines, Treasurer
Tim McDonough, P & Z Director
Bill Chappell, Attorney
Deputy Robin Hopkins, Public Safety Director

14
15 **1. CALL TO ORDER**

16
17 **Mayor Abraham** called the meeting to order at 7:03 P.M.

18
19 **MOTION: Trustee Lopez** moved approval of the agenda. **Trustee Homan** seconded
20 the motion.

21
22 **VOTE:** The motion carried, 4-0.

23
24 **2. PUBLIC COMMENT PERIOD [3 MINUTE TIME LIMIT] - (PLEASE SIGN IN**
25 **WITH THE CLERK IF YOU WISH TO SPEAK UNDER PUBLIC COMMENT ON AN**
26 **ITEM THAT IS NOT ALREADY ON THIS AGENDA)**

27
28 **Dan Darnell**, Waste Management of New Mexico, introduced Drew Henderson as the new
29 Operations Improvement Manager.

30
31 **3. PROCLAMATIONS**

32
33 A. PROCLAMATION PROCLAIMING JUNE 5, 2016 AS GAY, LESBIAN,
34 BISEXUAL, AND TRANSGENDER PRIDE DAY.

35
36 **4. CONSENT AGENDA**

37 There will be no separate discussion of these items. If discussion is desired, that item
38 will be removed from the Consent Agenda and will be considered separately.

39
40 A. MINUTES – APRIL 13, 2016 – REGULAR MEETING.

41
42 **MOTION: Trustee Rael** moved approval of the consent agenda. **Trustee Lopez**
43 seconded the motion.

44
45 **VOTE:** The motion carried, 4-0.

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5. **REPORTS**

A. **MAYOR'S REPORT**

Mayor Abraham reported on the following:

- This past Saturday was the opening of the Spring Grower’s Market.
- I would like to extend my condolences to the family of Pete Vigil.

B. **ADMINISTRATOR'S REPORT**

Administrator Ward reported on the following:

- Continuing to work on the Fourth Street Project. Surveys, percolation tests, and subsurface investigation surveys are being completed this week and next.
- Lavender in the Village will be held on July 16, 2016 at the Agri-Nature Center.

C. **PLANNER'S REPORT**

Planner McDonough reported on the following:

- Working on updating the zoning code. The Village has executed a contract with a Planner from Placemakers to assist in this process.
- Continuing to work on the stormwater permit.

D. **LEGAL REPORT**

Attorney Chappell reported on the following:

- Steady exchange with staff over the past month regarding several issues.

E. **PUBLIC SAFETY REPORT**

Deputy Hopkins reported on the following:

- The dayshift deputies attended the Grower’s Market on Saturday.

Sgt. Harren said Deputy Hopkins is very proactive in the Village. She is very passionate and is responsible for the increased presence of deputies in the Village.

6. **FINANCIAL BUSINESS**

A. **CASH REPORT – APRIL 2016.**

Treasurer Haines said the ending cash balance as of April 30, 2016, was \$10,123,621.12 which is an increase of \$32,707.08 from the prior month. The year-to-date excess of revenue over expenditures is \$788,181.08. The unusual or significant items was a payment to Bernalillo County in the amount of \$113,300.00 for Fire Protection and EMS services for the quarter beginning April 1, 2016.

MOTION: **Trustee Rael** moved approval of the April 2016 Cash Report as presented. **Trustee Lewis** seconded the motion.

VOTE: The motion carried unanimously, 4-0.

95 B. DISCUSSION AND APPROVAL OF INTERIM BUDGET FOR FISCAL YEAR
96 2016-2017.

97
98 **MOTION:** Trustee Homan moved approval of Interim Budget for Fiscal Year
99 2016/2017 as presented. Trustee Lopez seconded the motion.

100
101 **VOTE:** The motion carried unanimously, 4-0.

102
103 **7. PUBLIC HEARINGS AND APPLICATIONS**

104
105 A. A REQUEST BY LOS RANCHOS BREWING, LLC, 3507 CENTRAL AVE. NE,
106 ALBUQUERQUE, NM FOR A SMALL BREWER OFF-SITE LICENSE WITH ON
107 PREMISE CONSUMPTION AND PATIO SERVICE, APPLICATION # 99031 NM
108 ALCOHOL AND GAMING DIVISION. THE PROPERTY USING THE LICENSE IS
109 LOCATED AT 7222 FOURTH ST. NW, AND IS LEGALLY KNOWN AS TRACT B
110 PLAT OF TRACTS A & B LA ESQUINA DE LOS RANCHOS, SITUATE WITHIN THE
111 ELENA GALLEGOS GRANT, SECTION 21, T11N, R3E, N.M.P.M., VILLAGE OF LOS
112 RANCHOS DE ALBUQUERQUE, BERNALILLO COUNTY, NM FILED 9/29/2008. THE
113 PROPERTY CONTAINS 1.226 ACRES MORE OR LESS.

114
115 *Mayor Abraham requested any individual that will be speaking be sworn in by Attorney*
116 *Chappell.*

117
118 **Planner McDonough** said the Planning and Zoning Commission approved a conditional
119 use on September 8, 2015 for Los Ranchos Brewing, LLC. Los Ranchos Brewing is
120 applying for a small brewer off-site license with on premise consumer and patio service to
121 be located at 7222 Fourth Street NW, Los Ranchos, NM.

122
123 **MOTION:** Trustee Lopez moved approval of the request by Los Ranchos Brewing
124 LLC, for a small brewer off-site license with on premise consumption and patio service.
125 Trustee Rael seconded the motion.

126
127 **VOTE:** The motion carried unanimously, 4-0.

128
129 **ROLL CALL VOTE:** Trustee Rael-aye, Trustee Lopez-aye; Trustee Homan-aye;
130 Trustee Lewis-aye.

131
132 **8. OLD BUSINESS**

133
134 NONE.

135
136 **9. NEW BUSINESS**

137
138 A. DISCUSSION AND APPROVAL TO ADVERTISE AN AMENDMENT TO
139 THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE
140 ALBUQUERQUE CHAPTER 7 CRIMINAL CODE, ARTICLE 2 ANIMAL
141 CONTROL, SECTION 1 GENERAL, §7.2.1, SECTION 2 DEFINITIONS, §7.2.2,
142 SECTION 3 ANIMAL CONTROL OFFICER (ACO), §7.2.3, SECTION 4
143 ADMINISTRATION OF ORDINANCE, §7.2.4, SECTION 5 RABIES, §7.2.5,

144 SECTION 6 LICENSING AND VACCINATIONS REQUIREMENTS FOR DOGS
145 AND CATS, §7.2.6, SECTION 7 DANGEROUS OR VICIOUS ANIMALS AND
146 ANIMAL BITES, §7.2.7, SECTION 8 ANIMAL CONTROL, §7.2.8, SECTION 9
147 PROHIBITED ACTIVITIES, §7.2.9, SECTION 10 SPECIALLY PERMITTED
148 ACTIVITIES INVOLVING ANIMALS, §7.2.10 SECTION 11 PROVISIONS
149 RELATING TO LIVESTOCK, §7.2.11 AND SECTION 12 ENFORCEMENT AND
150 PENALTIES §7.2.12.

151
152 **Administrator Ward** said there are two goals that guided this provision of the
153 amendment. The first is to align the Village's Animal Control Ordinance with the
154 Bernalillo County Animal Control Ordinance. The Village and Bernalillo County have a
155 positive working relationship, and the County provides relief when the Village's Animal
156 Control Officer is unavailable. The second goal is to incorporate modern animal
157 welfare/care practices. The Animal Control Ordinance has not been updated in twenty
158 years.

159
160 **Trustee Rael** a grammatical correction in the definition of animal fighting paraphernalia,
161 a *boxing gloves* should be corrected. The definition of breeder should be expanded to
162 include a broader range of animals. There is a grammatical error under *procedures for*
163 *animal control officer*.

164
165 **Trustee Rael** asked for clarification regarding the prohibition of the sale of cats and
166 dogs.

167
168 **Attorney Chappell** said national studies show the sale of puppies in pet shops is the
169 primary cause of puppy mills. That is the basis for this provision.

170
171 **Mayor Abraham** asked for clarification between the difference of dangerous and vicious
172 animals. Why would a municipality issue a dangerous animal permit?

173
174 **Dominic Tomba** stated a dangerous animal is (1) An animal which, when unprovoked,
175 engages in behavior that requires a defensive action by a person to prevent bodily injury
176 to a person or another animal which is off the property of the owner of the animal in
177 question; or (2) An animal which, when unprovoked, injures a person in a manner which
178 does not result in muscle tears or disfiguring lacerations, or require extensive corrective
179 or cosmetic surgery; or (3) An animal which, because of its poisonous sting or bite,
180 would constitute a significant hazard to the public. The definition of a vicious animal
181 means an animal which kills or severely injures (so as to result in muscle tears or
182 disfiguring lacerations, require multiple sutures, or extensive corrective or cosmetic
183 surgery) a person or domesticated animal. Vicious animal does not include an animal
184 which bites, attacks or injures a person or animal that is unlawfully upon its owner's
185 premises. The provocation of an animal by a person is an affirmative defense to a charge
186 of keeping or harboring a vicious animal.

187
188 **Mayor Abraham** said there may be a semantics issue with regard to the definition of
189 dangerous and vicious.

190
191 **Lynda Miller**, 508 Chamiso Lane NW, said we wanted to provide our support and urge
192 the Trustees to adopt the ordinance. Our first concern is that canines and felines are

193 treated humanely, and the second is that animals and people remain safe.

194
195 **Lynn Miller**, 508 Chamiso Lane NW, has question regarding the allowance of dogs
196 being chained as long as they are on a trolley system. We are worried that the trolley
197 system is another pass to allow dogs to be chained up, which we do not believe is
198 humane.

199
200 **Dominic Tomba** said this is for residences that do not have fully enclosed spaces for
201 their dogs.

202
203 **Lynn Miller** stated there is not a definition of a trolley system.

204
205 **Mayor Abraham** said he is concerned that there is not a time limit on how long a dog
206 may be tethered.

207
208 **Lydna Miller** and **Lynn Miller** said they support the prohibition of any type of tethering
209 or chaining.

210
211 **Dominic Tomba** said while it is not a state law, many municipalities have implemented
212 time limits for tethering dogs.

213
214 **Mayor Abraham** said he would like to strike the tethering provision.

215
216 **Katie Flamm**, 524 Chamiso Lane, I would like to question the definition of bite. My
217 husband was bit by a dog, but since he was wearing pants it did not break skin. Who is
218 responsible for ensuring the fences are secure at the Homestead mobile home park?

219
220 **Administrator Ward** said the current ordinance does not allow us to determine if the
221 fence is adequate, we can only act if the animal is not longer on the property. The new
222 ordinance would allow the animal control officer to determine the adequacy of a secure
223 enclosure.

224
225 **Barb Leviton**, 6430 Rio Grande Blvd, said the animal control officer is able to grant
226 waivers. Is there some secondary review of these waivers?

227
228 **Administrator Ward** said we will review the waiver provision and strengthen the public
229 notice requirements of granting a waiver.

230
231 **David Keil**, El Paraiso, I am a part-time resident of the Village. I wanted to speak in
232 support of the revised version of the penalty provision. Under the current ordinance, the
233 Animal Control Officer is very limited on how they can address barking dogs.

234
235 **MOTION: Trustee Homan** moved to advertise the ordinance in summary with the
236 discussed corrections. **Trustee Rael** seconded the motion.

237
238 **VOTE:** The motion carried unanimously, 4-0.

239
240 **Meeting in recess from 9:00p.m. to 9:05p.m.*

241

242 B. DISCUSSION AND APPROVAL OF A COST SHARE AGREEMENT
243 BETWEEN THE VILLAGE OF LOS RANCHOS, THE COUNTY OF BERNALILLO,
244 AND THE ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL
245 AUTHORITY FOR THE DESIGN AND CONSTRUCTION OF THE ORTEGA AND
246 GARDUÑO STORM DRAIN PROJECT.
247

248 **Administrator Ward**, over the past few years we have discussed this project.
249 Ultimately the north valley drainage plan was to utilize the open space, currently being
250 farmed, as a retention pond. The Board determined this was not the best course of action
251 for the Village. The County has continued to work on how to address the storm drainage
252 issues of the north valley, and has taken the lead on the project.
253

254 **Trustee Lopez** asked if the Fourth Street Project will include drainage plans.
255

256 **Administrator Ward** said phase one of the project will implement a low-impact
257 drainage system. As that project extends further north, we will continue to implement a
258 low impact system, if we find that it is successful.
259

260 **Trustee Lopez** said he is concerned because there is flooding on Ortega Road, which is
261 why I like the approach the County is taking. AMAFCA is offering a substantial amount
262 of money to the project. AMAFCA is asking if the Village is willing to participate.
263

264 **Mayor Abraham** said he is not willing to sacrifice the open space to a drainage pond,
265 which was in the previous proposal.
266

267 **Roger Paul**, Deputy County Manager of Bernalillo County Public Works, said there is
268 flood plain north of paseo that we would like to address. We are approaching the eight
269 year anniversary of the original agreement. There was no ability to move forward in the
270 previous agreement since the County was not the lead agency. There are other options
271 that we are considering. We are asking the Board to approve the previous agreement
272 with a few changes, such as Bernalillo County acting as the lead agency. Our preference
273 is to work with the Village as a cooperating partner rather than the permitting agency.
274 There is a benefit to provide drainage for the Village and the Fourth Street Project brings
275 a new dynamic that was not considered in the original plan. Without having the authority
276 as the leading agency, we are limited in our ability to move forward.
277

278 **Nolan Bennett**, Bernalillo County Public Works, said we are open to multiple drainage
279 options. We did not want to move forward with the project without involving the Village.
280

281 **Trustee Lopez** asked if the project will use an on call engineer or will a request for
282 proposal will be issued.
283

284 **Nolan Bennett** said the project will use the current on call engineer list with the County.
285 There is a process to select an engineer from the on call list.
286

287 **Trustee Lopez** said the agreement calls for a technical advisor. Who will that be?
288

289 **Mayor Abraham** stated that we have not selected an advisor.
290

291 **Trustee Lopez** said as a Trustee I do not think that it is a conflict of interest to act as the
292 technical advisor.
293

294 **Administrator Ward** said Planner McDonough should serve as the staff advisor in order
295 to provide some degree of separation.
296

297 **Nolan Bennett** said we have looked at different options such as taking drainage east to
298 the Alameda drain. The main focus is to remove drainage from Garduno Road. The vast
299 majority of the flood plain is located in unincorporated Bernalillo County.
300

301 **Mayor Abraham** said there is no motivation for the Village to provide open space to
302 serve as a flood plain.
303

304 **Attorney Chappell** said this appears to be a finalized agreement and does not see a
305 provision that requires design and construction plans to be approved by the Village. The
306 agreement should be more specific that states the proposal is going to involve Village
307 property or facilities as part of the solution, that the Village has the ability to veto the
308 proposal.
309

310 **Roger Paul** said the Village is the permitting authority.
311

312 **Mayor Abraham** stated he does not support the contract as presented given the Village
313 does not have the ability to approve the final design or construction of the project that
314 includes Village property or right of ways.
315

316 **Trustee Lopez** asked if the agreement can be revised.
317

318 **Roger Paul** said the agreement can be revised and re-presented to the Village for
319 approval.
320

321 **MOTION:** **Trustee Lopez** motioned to defer agenda Item 9.B. to the June 8, 2016
322 Board of Trustees Meeting. **Trustee Rael** seconded the motion.
323

324 **VOTE:** The motion carried unanimously, 4-0.
325

326 **10. TRUSTEES INFORMAL DISCUSSION**
327

328 Members of the Board discussed various informal topics. No action was taken.
329

330 **11. ADJOURNMENT**
331

332 The meeting was adjourned at 9:55 P.M.
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340 **APPROVED** by the Board of Trustees of the Village of Los Ranchos de Albuquerque this **8th** day
341 of **June** 2016.

342

343

344 ATTEST:

345

346

347 _____
Kelly Ward, Administrator

DRAFT

5. REPORTS

C. PLANNER'S REPORT

MAY 2016 BUSINESS REPORT

NEW BUSINESSES	NATURE OF BUSINESS	OPENED
Christen's Salon	Beauty Salon	05/15/16
Heroes Walk Among Us	Non-Profit Service Organization	05/31/16
Moonlight Gallery	Consignment Sales	05/31/16
CLOSURES		CLOSED
99 Cents & Up	Retail	05/01/16

6. FINANCIAL BUSINESS

A. CASH REPORT – MAY 2016.

Village of Los Ranchos de Albuquerque Cash Report Summary

Cash Report for the month of May 31, 2016.

Ending cash balance at May 31, 2016 is \$9,666,429.78 , which is a decrease of \$457,191.34 from the prior month.

YTD excess of revenues over expenditures is \$330,989.74.

Unusual or significant items:

Purchase Real Property Reserve Fund – Property Purchase – page 27 of 33

Purchased property at 6518 4th Street NW for \$634,553.68.

Village of Los Ranchos de Albuquerque
Cash Balance Summary by Fund
for the Fiscal Year Ending June 30, 2015
as of May 31, 2016

	<i>Beginning Cash Balance</i>	<i>Excess/(Deficiency)</i>	<i>Ending Cash Balance</i>
101 General Fund	\$ 6,388,137.12	\$ 1,314,136.94	\$ 7,702,274.06
201 Correction	\$ 80.00	\$ 20.00	\$ 100.00
206 Emergency Medical Service Fund	\$ -	\$ -	\$ -
209 Fire Protection Fund	\$ -	\$ -	\$ -
211 Law Enforcement Protection Fund	\$ 40,600.00	\$ (20,600.00)	\$ 20,000.00
216 Municipal Street Fund	\$ 422,433.47	\$ 180,656.31	\$ 603,089.78
299 Special - Other Funds	\$ 25,205.72	\$ 486.87	\$ 25,692.59
311 Capital Project Infrastructure	\$ -	\$ (3,673.26)	\$ (3,673.26)
312 Capital Project Buildings	\$ -	\$ (15,799.28)	\$ (15,799.28)
380 Purchase Real Property Reserve F	\$ 1,500,000.00	\$ (933,753.32)	\$ 566,246.68
399 Capital Project - Other	\$ 44,423.32	\$ -	\$ 44,423.32
401 General Obligation Bonds	\$ 89,022.01	\$ (104,402.30)	\$ (15,380.29)
410 General Obligation Bonds Reserve	\$ 800,000.00	\$ -	\$ 800,000.00
505 Agri-Nature Center Farm Camps	\$ 25,538.40	\$ 12,025.13	\$ 37,563.53
900 General Long Term Debt	\$ -	\$ (98,107.35)	\$ (98,107.35)
	\$ 9,335,440.04	\$ 330,989.74	\$ 9,666,429.78

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund									
0099 - General Fund Revenue									
Revenues									
Franchise taxes	31100	16,571.09	16,455.27	(116)	316,881.75	313,092.39	297,632.66	(15,460)	95.06%
Munic gross receipts taxes	31250	89,208.26	88,628.69	(580)	1,032,338.77	1,064,523.68	1,003,401.19	(61,122)	94.26%
Cigarette Tax-1 cent	32200	0.00	0.00	0	150.00	150.00	0.00	(150)	0.00%
Cigarette Tax-2 cents	32220	0.00	0.00	0	150.00	150.00	0.00	(150)	0.00%
State share gross receipts taxes	32410	113,010.16	111,010.37	(2,000)	1,304,296.67	1,345,583.45	1,261,176.70	(84,407)	93.73%
Animal permit fees	33100	75.00	0.00	(75)	900.00	1,085.00	890.00	(195)	82.03%
Building permit fees	33300	3,100.00	4,006.07	906	39,600.00	39,873.16	38,002.45	(1,871)	95.31%
Excavation/barricade permits	33350	325.00	1,732.30	1,407	6,600.00	3,824.05	8,402.50	4,578	219.73%
Business registration fees	33400	70.00	70.00	0	12,320.00	12,320.00	12,425.00	105	100.85%
Parcel permit fees	33450	455.00	385.00	(70)	5,880.00	5,320.00	4,655.00	(665)	87.50%
Liquor license fees	33500	0.00	0.00	0	3,250.00	3,250.00	250.00	(3,000)	7.69%
Home occupation fees	33910	50.00	0.00	(50)	7,800.00	7,800.00	7,200.00	(600)	92.31%
Application fees	34010	110.00	141.75	32	900.00	404.75	1,578.90	1,174	390.09%
Los Ranchos merchandise	34880	25.00	0.00	(25)	140.00	100.00	85.00	(15)	85.00%
LR Newsletter advertising revenue	34990	1,500.00	1,377.00	(123)	30,750.00	23,004.50	19,021.38	(3,983)	82.69%
Miscellaneous revenue	34991	25.00	1,802.49	1,777	300.00	8,731.88	10,886.86	2,155	124.68%
Judicial education fee	35008	3.00	0.00	(3)	12.00	21.00	3.00	(18)	14.29%
Court automation fee	35015	6.00	0.00	(6)	24.00	42.00	6.00	(36)	14.29%
Municipal court fines	35020	50.00	0.00	(50)	200.00	1,525.00	1,225.00	(300)	80.33%
Insurance recoveries	36020	0.00	0.00	0	0.00	3,271.00	3,271.00	0	100.00%
Investment income	36030	1,000.00	3,167.85	2,168	7,200.00	13,164.03	21,463.31	8,299	163.05%
Land rent	36075	8,338.92	11,638.92	3,300	101,413.14	99,724.87	91,385.95	(8,339)	91.64%
Trailer park rent	36077	0.00	3,354.84	3,355	0.00	0.00	3,354.84	3,355	0.00%
Sale of recycling materials	36090	0.00	0.00	0	0.00	32.10	144.10	112	448.91%
Small cities assistance grant	37180	0.00	0.00	0	200,000.00	200,000.00	185,154.36	(14,846)	92.58%
		233,922.43	243,770.55	9,848	3,071,106.33	3,146,992.86	2,971,615.20	(175,378)	94.43%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund									
0100 - Executive Legislative									
Department Expenditures									
Wages-Elected Official	41010	923.08	923.08	0	14,600.04	14,550.04	13,026.96	1,523	89.53%
Wages-Full Time	41020	8,000.00	8,000.00	0	104,000.00	104,000.00	96,000.00	8,000	92.31%
FICA Regular	42010	510.72	510.71	0	6,800.56	6,797.43	6,249.50	548	91.94%
FICA Medicare	42020	119.44	119.44	0	1,590.42	1,589.70	1,461.58	128	91.94%
Retirement Contributions	42030	1,554.50	1,554.50	0	20,208.50	20,208.50	18,654.00	1,555	92.31%
Health Care	42050	1,569.28	1,569.28	0	18,831.59	18,831.36	18,831.36	0	100.00%
Mileage Reimbursement	43010	437.50	0.00	438	1,287.50	1,276.86	415.03	862	32.50%
Employee Training	47040	0.00	295.00	(295)	2,165.00	2,840.00	2,510.00	330	88.38%
Subscriptions & Memberships	47140	0.00	0.00	0	9,719.00	9,864.00	9,864.00	0	100.00%
Total Department Expenditures		13,114.52	12,972.01	143	179,202.61	179,957.89	167,012.43	12,945	92.81%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund									
0200 - Judicial									
Department Expenditures									
Wages-Elected Official	41010	0.00	0.00	0	350.00	750.00	500.00	250	66.67%
Wages-Part Time	41030	1,200.00	420.00	780	7,800.00	7,200.00	458.50	6,742	6.37%
FICA Regular	42010	74.40	26.04	48	505.30	492.90	59.43	433	12.06%
FICA Medicare	42020	17.40	6.09	11	118.19	115.29	13.91	101	12.07%
Mileage Reimbursement	43010	0.00	0.00	0	115.00	57.50	0.00	58	0.00%
Judicial Education Fee	45895	3.00	0.00	3	12.00	21.00	6.00	15	28.57%
Court Automation Fee	45900	6.00	0.00	6	24.00	42.00	12.00	30	28.57%
Employee Training	47040	250.00	1,280.00	(1,030)	685.00	345.00	1,450.00	(1,105)	420.29%
Subscriptions & Memberships	47140	0.00	0.00	0	150.00	150.00	210.00	(60)	140.00%
Total Department Expenditures		1,550.80	1,732.13	(181)	9,759.49	9,173.69	2,709.84	6,464	29.54%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date					% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund									
1011 - Elections									
Department Expenditures									
Professional Services - Election Judges	45120	0.00	0.00	0	800.00	800.00	790.00	10	98.75%
Supplies	46010	0.00	0.00	0	2,700.00	2,700.00	2,121.11	579	78.56%
Rent of Equipment & Machinery	47120	0.00	0.00	0	0.00	0.00	2,766.52	(2,767)	0.00%
Total Department Expenditures		0.00	0.00	0	3,500.00	3,500.00	5,677.63	(2,178)	162.22%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund									
1200 - Financial Administration									
Department Expenditures									
Wages-Full Time	41020	4,880.00	4,880.01	(0)	61,360.00	63,360.08	58,480.14	4,880	92.30%
Wages-Part Time	41030	369.24	369.24	0	4,800.12	4,800.12	4,430.88	369	92.31%
FICA Regular	42010	301.70	301.71	(0)	3,793.26	3,917.20	3,615.51	302	92.30%
FICA Medicare	42020	70.56	70.56	0	887.12	916.13	845.57	71	92.30%
Retirement Contributions	42030	855.83	855.84	(0)	10,761.02	11,111.84	10,256.05	856	92.30%
Health Care	42050	641.75	641.75	0	7,701.23	7,701.00	7,701.00	0	100.00%
Audit Fees	45010	0.00	0.00	0	12,947.00	12,947.00	12,969.69	(23)	100.18%
Prof. Service - Computer Support	45150	0.00	0.00	0	1,132.56	1,132.56	1,089.00	44	96.15%
Contract Svc-Bank Charges	45901	650.00	612.82	37	7,800.00	7,601.88	6,949.85	652	91.42%
Supplies	46010	0.00	0.00	0	696.47	780.46	165.67	615	21.23%
Subscriptions & Memberships	47140	0.00	0.00	0	50.00	50.00	50.00	0	100.00%
Total Department Expenditures		7,769.08	7,731.93	37	111,928.78	114,318.27	106,553.36	7,765	93.21%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund									
1700 - Planning and Zoning									
Department Expenditures									
Wages-Full Time	41020	12,480.00	12,480.00	0	153,869.04	161,978.04	149,498.04	12,480	92.30%
Overtime Wages	41050	0.00	0.00	0	0.00	72.00	144.00	(72)	200.00%
FICA Regular	42010	733.58	733.58	0	9,017.58	9,524.78	8,795.66	729	92.35%
FICA Medicare	42020	171.56	171.56	0	2,108.98	2,227.52	2,056.99	171	92.34%
Retirement Contributions	42030	2,188.68	2,188.68	0	26,984.76	28,406.89	26,218.21	2,189	92.30%
Health Care	42050	1,473.49	1,473.49	0	17,682.36	17,681.88	17,681.88	0	100.00%
Prof. Service - Engineers	45030	375.00	0.00	375	1,500.00	1,281.25	1,062.50	219	82.93%
Storm Water Team Participation	45040	0.00	0.00	0	5,000.00	5,000.00	5,000.00	0	100.00%
Const Regulation Services	45045	0.00	0.00	0	17,500.00	17,500.00	17,500.00	0	100.00%
Fire Inspection Services	45050	60.00	30.00	30	720.00	570.00	390.00	180	68.42%
Printing, Publishing, & Advert.	47080	50.00	36.47	14	720.00	548.92	439.78	109	80.12%
Subscriptions & Memberships	47140	0.00	0.00	0	85.00	85.00	110.00	(25)	129.41%
Total Department Expenditures		17,532.31	17,113.78	419	235,187.72	244,876.28	228,897.06	15,979	93.47%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund									
1840 - General Administration									
Department Expenditures									
Wages-Full Time	41020	6,320.00	6,400.00	(80)	74,880.00	77,088.63	70,488.79	6,600	91.44%
FICA Regular	42010	374.54	379.52	(5)	4,421.18	4,615.97	4,224.10	392	91.51%
FICA Medicare	42020	87.59	88.76	(1)	1,034.02	1,079.56	987.95	92	91.51%
Retirement Contributions	42030	1,108.37	1,122.37	(14)	13,132.08	13,519.17	12,361.47	1,158	91.44%
Health Care	42050	641.75	1,625.08	(983)	4,901.63	9,316.09	10,118.24	(802)	108.61%
Unemployment compensation	42070	0.00	0.00	0	0.00	736.00	736.00	0	100.00%
Worker's Comp. Assessment	42080	0.00	0.00	0	165.60	161.00	112.70	48	70.00%
Mileage Reimbursement	43010	300.00	0.00	300	1,315.00	2,041.16	1,512.82	528	74.12%
Per Diem (Meals, Lodging, etc)	43020	250.00	0.00	250	1,995.00	2,966.29	3,777.33	(811)	127.34%
Maint-Building & Structure	44010	500.00	0.00	500	1,500.00	3,924.28	3,865.27	59	98.50%
Maint-Vehicle/furn/fixt/equip	44040	175.00	0.00	175	700.00	350.00	0.00	350	0.00%
Attorney Fees and Settlements	45020	7,800.00	7,517.17	283	105,000.00	91,392.45	81,884.64	9,508	89.60%
Prof. Service - Computer Support	45150	1,388.71	1,937.07	(548)	14,590.08	17,683.04	17,522.17	161	99.09%
Prof. Service - Appraisals	45155	0.00	0.00	0	0.00	375.15	4,632.96	(4,258)	1234.96%
Community Events - Lavender	45909	0.00	0.00	0	45,000.00	45,000.00	10,000.00	35,000	22.22%
Contract Svc-Physicals	45910	0.00	0.00	0	500.00	708.86	541.24	168	76.35%
Supplies	46010	900.00	704.66	195	14,400.00	10,284.70	8,581.52	1,703	83.44%
Los Ranchos merchandise	46015	0.00	0.00	0	1,000.00	1,000.00	0.00	1,000	0.00%
Miscellaneous	46090	100.00	44.95	55	1,200.00	1,658.70	4,286.78	(2,628)	258.44%
Employee Training	47040	0.00	0.00	0	4,385.00	4,190.00	3,115.00	1,075	74.34%
Insurance-Non employee	47060	0.00	333.00	(333)	41,858.24	42,633.89	41,466.89	1,167	97.26%
Postage & Mail Service	47070	250.00	0.00	250	11,400.00	12,329.90	8,589.55	3,740	69.66%
Printing,Publishing,& Advert.	47080	1,200.00	1,135.45	65	3,000.00	4,710.81	5,380.08	(669)	114.21%
Printing,Pub/Advert-LR News	47081	0.00	643.13	(643)	41,248.90	44,727.22	38,456.26	6,271	85.98%
Rent of Equipment & Machinery	47120	706.30	668.64	38	8,382.60	8,621.36	7,749.16	872	89.88%
Subscriptions & Memberships	47140	0.00	0.00	0	1,179.00	1,256.32	1,498.10	(242)	119.25%
Telephone	47150	1,139.91	1,252.72	(113)	15,302.52	13,950.58	12,629.96	1,321	90.53%
Utilities	47160	956.93	2,050.92	(1,094)	28,575.45	28,585.19	24,340.10	4,245	85.15%
Workers' Compensation Insurance	47210	0.00	0.00	0	9,225.00	11,653.00	11,653.00	0	100.00%
Total Department Expenditures		24,199.10	25,903.44	(1,704)	450,291.30	456,559.32	390,512.08	66,047	85.53%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund									
1920 - Police									
Department Expenditures									
Maint-Vehicle/furn/fixt/equip	44040	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Contract services - BCSO	45902	8,191.67	0.00	8,192	0.00	65,533.36	0.00	65,533	0.00%
Uniforms	47045	0.00	103.95	(104)	0.00	0.00	103.95	(104)	0.00%
Subscriptions & Memberships	47140	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Department Expenditures		8,191.67	103.95	8,088	0.00	65,533.36	103.95	65,429	0.16%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund									
1960 - Animal Control/Parks/Streets									
Department Expenditures									
Wages-Full Time	41020	7,600.00	7,840.01	(240)	95,264.00	103,695.86	96,484.31	7,212	93.05%
Wages-Temporary	41040	2,760.00	0.00	2,760	14,720.00	6,440.00	0.00	6,440	0.00%
Overtime Wages	41050	0.00	0.00	0	0.00	0.00	123.75	(124)	0.00%
FICA Regular	42010	629.61	473.38	156	6,764.48	6,693.03	5,867.03	826	87.66%
FICA Medicare	42020	147.25	110.70	37	1,582.06	1,565.29	1,372.07	193	87.66%
Retirement Contributions	42030	1,332.85	1,374.94	(42)	16,706.94	18,117.67	16,852.96	1,265	93.02%
Health Care	42050	315.51	315.51	0	0.00	2,839.58	2,839.58	0	100.00%
Transportation Exp. (Gas, Oil, etc.)	43030	600.00	812.16	(212)	9,000.00	8,462.95	6,914.69	1,548	81.71%
Maint-Building & Structure	44010	0.00	1,595.31	(1,595)	2,000.00	1,801.40	3,987.60	(2,186)	221.36%
Maintenance - Grounds/Roadways	44030	6,000.00	5,821.38	179	42,000.00	95,058.18	89,867.39	5,191	94.54%
Maint-Vehicle/furn/fixt/equip	44040	1,700.00	927.91	772	14,400.00	21,258.24	15,335.11	5,923	72.14%
Prof. Service - Animal Control	45140	700.00	145.38	555	6,000.00	9,217.43	5,835.54	3,382	63.31%
Supplies	46010	1,700.00	2,350.50	(651)	23,700.00	20,835.89	18,893.03	1,943	90.68%
Uniforms	47045	0.00	211.00	(211)	0.00	0.00	211.00	(211)	0.00%
Safety Equipment	47050	0.00	0.00	0	400.00	200.00	0.00	200	0.00%
Rent of Equipment & Machinery	47120	0.00	0.00	0	2,400.00	1,627.26	1,032.22	595	63.43%
Utilities	47160	2,057.02	2,303.38	(246)	39,008.91	39,968.15	35,695.63	4,273	89.31%
Total Department Expenditures		25,542.24	24,281.56	1,261	273,946.39	337,780.93	301,311.91	36,469	89.20%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund									
2000 - Fire									
Department Expenditures									
IGA for Fire Protection & EMS Services	45928	0.00	0.00	0	453,200.00	453,200.00	453,200.00	0	100.00%
Total Department Expenditures		0.00	0.00	0	453,200.00	453,200.00	453,200.00	0	100.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
101 - General Fund								
Summary of General Fund Revenues and Expenses								
Beginning cash and cash equivalents	7,276,894.10	7,548,342.31	271,448	6,388,137.12	6,388,137.12	6,388,137.12	0	
Revenues								
General Fund Revenues	233,922.43	243,770.55	9,848	3,071,106.33	3,146,992.86	2,971,615.20	(175,378)	94.43%
Expenditures								
Executive Legislative	13,114.52	12,972.01	143	179,202.61	179,957.89	167,012.43	12,945	92.81%
Judicial	1,550.80	1,732.13	(181)	9,759.49	9,173.69	2,709.84	6,464	29.54%
Elections	0.00	0.00	0	3,500.00	3,500.00	5,677.63	(2,178)	162.22%
Financial Administration	7,769.08	7,731.93	37	111,928.78	114,318.27	106,553.36	7,765	93.21%
Planning and Zoning	17,532.31	17,113.78	419	235,187.72	244,876.28	228,897.06	15,979	93.47%
General Administration	24,199.10	25,903.44	(1,704)	450,291.30	456,559.32	390,512.08	66,047	85.53%
Police	8,191.67	103.95	8,088	0.00	65,533.36	103.95	65,429	0.16%
Animal Control/Parks/Streets	25,542.24	24,281.56	1,261	273,946.39	337,780.93	301,311.91	36,469	89.20%
Fire	0.00	0.00	0	453,200.00	453,200.00	453,200.00	0	100.00%
Total Fund Expenditures	97,899.72	89,838.80	8,061	1,717,016.29	1,864,899.74	1,655,978.26	208,921	88.80%
Excess/(deficiency) of revenues over expenditures	136,022.71	153,931.75	17,909	1,354,090.04	1,282,093.12	1,315,636.94	33,544	102.62%
Capital Expenditures								
Capital Buildings & Structures 48010	0.00	0.00	0	150,000.00	150,000.00	0.00	150,000	0.00%
Capital Equipment & Machinery 48020	0.00	0.00	0	15,000.00	15,000.00	0.00	15,000	0.00%
Capital Roadways, Bridges, & Culverts 48080	0.00	0.00	0	700,000.00	700,000.00	0.00	700,000	0.00%
Capital - Other 48900	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Capital Expenditures	0.00	0.00	0	865,000.00	865,000.00	0.00	865,000	0.00%
Other financing sources (uses)								
Agricultural Committee Special Fund 52001	0.00	0.00	0	(1,500.00)	(1,500.00)	(1,500.00)	0	100.00%
Purchase Real Property Reserve Fund 52001	0.00	0.00	0	(300,000.00)	(300,000.00)	0.00	300,000	0.00%
General Obligation Bonds Reserve 52001	0.00	0.00	0	(100,000.00)	(100,000.00)	0.00	100,000	0.00%
General Long Term Debt 52001	0.00	0.00	0	(107,026.20)	(107,026.20)	0.00	107,026	0.00%
Law Enforcement Protection Fund 52001	0.00	0.00	0	(42,000.00)	(42,000.00)	0.00	42,000	0.00%
Total other financing sources (uses)	0.00	0.00	0	(550,526.20)	(550,526.20)	(1,500.00)	549,026	0.27%
Excess/(deficiency) after capital expenditures & other financing sources	136,022.71	153,931.75	17,909	(61,436.16)	(133,433.08)	1,314,136.94	1,447,570	-984.87%
Ending cash and cash equivalents	7,412,916.81	7,702,274.06	289,357	6,326,700.96	6,254,704.04	7,702,274.06	1,447,570	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
201 - Correction								
0200 - Judicial								
Beginning cash and cash equivalents	180.00	100.00	(80)	80.00	80.00	80.00	0	
Revenues								
Corrections fee	20.00	0.00	(20)	80.00	140.00	20.00	(120)	14.29%
	20.00	0.00	(20)	80.00	140.00	20.00	(120)	14.29%
Expenditures								
Correction costs	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Fund Expenditures	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Excess/(deficiency) of revenues over expenditures	20.00	0.00	(20)	80.00	140.00	20.00	(120)	14.29%
Ending cash and cash equivalents	200.00	100.00	(100)	160.00	220.00	100.00	(120)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
206 - Emergency Medical Service Fund								
9206 - Emergency Medical Service Fund								
Beginning cash and cash equivalents	0.00	0.00	0	0.00	0.00	0.00	0	
Revenues								
State Grant - EMS	37090	0.00	0.00	0	0.00	0.00	0	0.00%
		0.00	0.00	0	0.00	0.00	0	0.00%
Expenditures								
IGA for Fire Protection & EMS Services	45928	0.00	0.00	0	0.00	0.00	0	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	0	0.00%
Ending cash and cash equivalents		0.00	0.00	0	0.00	0.00	0	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
209 - Fire Protection Fund								
9209 - Fire Protection Fund								
Beginning cash and cash equivalents	0.00	0.00	0	0.00	0.00	0.00	0	
Revenues								
State Grant - Fire Protection Distribution 37120	0.00	0.00	0	112,834.00	106,399.00	106,399.00	0	100.00%
	0.00	0.00	0	112,834.00	106,399.00	106,399.00	0	100.00%
Expenditures								
IGA for Fire Protection & EMS Services 45928	0.00	0.00	0	112,834.00	106,399.00	106,399.00	0	100.00%
Total Fund Expenditures	0.00	0.00	0	112,834.00	106,399.00	106,399.00	0	100.00%
Excess/(deficiency) of revenues over expenditures	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Ending cash and cash equivalents	0.00	0.00	0	0.00	0.00	0.00	0	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

	Account No.	Current Period			Year - to -Date				% of Total Budget
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
211 - Law Enforcement Protection Fund									
9211 - Law Enforcement Protection Fund									
Beginning cash and cash equivalents		20,000.00	20,000.00	0	40,600.00	40,600.00	40,600.00	0	
Revenues									
Law Enforcement grant	35010	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
		0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Expenditures									
Maint-Vehicle/furn/fixt/equip	44040	0.00	0.00	0	5,000.00	5,000.00	0.00	5,000	0.00%
MOU for Public Safety Services	45929	0.00	0.00	0	52,000.00	52,000.00	0.00	52,000	0.00%
Training	47040	0.00	0.00	0	5,000.00	5,000.00	0.00	5,000	0.00%
Total Fund Expenditures		0.00	0.00	0	62,000.00	62,000.00	0.00	62,000	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	(62,000.00)	(62,000.00)	0.00	62,000	0.00%
Other financing sources (uses)									
Operating transfers in	51001	0.00	0.00	0	42,000.00	42,000.00	0.00	(42,000)	0.00%
Reversion	52010	0.00	0.00	0	(20,600.00)	(20,600.00)	(20,600.00)	0	100.00%
Total other financing sources (uses)		0.00	0.00	0	21,400.00	21,400.00	(20,600.00)	(42,000)	-96.26%
Excess (deficiency) after other financing sources (uses)		0.00	0.00	0	(40,600.00)	(40,600.00)	(20,600.00)	20,000	50.74%
Ending cash and cash equivalents		20,000.00	20,000.00	0	0.00	0.00	20,000.00	20,000	

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Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
216 - Municipal Street Fund								
9216 - Municipal Street Fund								
Beginning cash and cash equivalents	584,791.32	586,717.83	1,927	422,433.47	422,433.47	422,433.47	0	
Revenues								
Gross Receipts (Infra)	31240 10,971.95	10,901.04	(71)	126,973.87	130,932.02	123,423.30	(7,509)	94.27%
Gasoline Tax-Street	32310 3,250.00	3,322.69	73	36,000.00	39,825.88	34,586.44	(5,239)	86.84%
Motor Vehicle Registration	32610 1,900.00	2,148.22	248	22,800.00	23,656.79	22,646.57	(1,010)	95.73%
Total Fund Revenue	16,121.95	16,371.95	250	185,773.87	194,414.69	180,656.31	(13,758)	92.92%
Expenditures								
Road Improvements	48080 75,000.00	0.00	75,000	375,000.00	375,000.00	0.00	375,000	0.00%
Total Fund Expenditures	75,000.00	0.00	75,000	375,000.00	375,000.00	0.00	375,000	0.00%
Excess/(deficiency) of revenues over expenditures	(58,878.05)	16,371.95	75,250	(189,226.13)	(180,585.31)	180,656.31	361,242	100.04%
Ending cash and cash equivalents	525,913.27	603,089.78	77,177	233,207.34	241,848.16	603,089.78	361,242	

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From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
299 - Special - Other Funds								
3000 - Fine Arts								
Beginning cash and cash equivalents	6,902.29	7,791.67	889	7,602.29	7,602.29	7,602.29	0	
Revenues								
Arts & Crafts Market Revenue	34997	455.00	0.00	(455)	1,745.00	1,745.00	2,255.00	510 129.23%
		455.00	0.00	(455)	1,745.00	1,745.00	2,255.00	510 129.23%
Department Expenditures								
Supplies	46010	50.00	0.00	50	100.00	50.00	50.64	(1) 101.28%
Miscellaneous Expense	46090	125.00	0.00	125	760.00	615.00	315.00	300 51.22%
Postage & Mail Service	47070	0.00	0.00	0	20.00	10.00	0.00	10 0.00%
Printing, Publishing & Advert.	47080	110.00	0.00	110	100.00	225.00	199.98	25 88.88%
Subscriptions & Memberships	47140	0.00	0.00	0	25.00	25.00	0.00	25 0.00%
Total Department Expenditures		285.00	0.00	285	1,005.00	925.00	565.62	359 61.15%
Excess/(deficiency) of revenues over expenditures		170.00	0.00	(170)	740.00	820.00	1,689.38	869 206.02%
Other financing sources (uses)								
Operating transfers out	52001	0.00	0.00	0	(1,500.00)	(1,500.00)	(1,500.00)	0 100.00%
Total other financing sources (uses)		0.00	0.00	0	(1,500.00)	(1,500.00)	(1,500.00)	0 100.00%
Excess (deficiency) after other financing sources (uses)		170.00	0.00	(170)	(760.00)	(680.00)	189.38	869 -27.85%
Ending cash and cash equivalents		7,072.29	7,791.67	719	6,842.29	6,922.29	7,791.67	869

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Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
299 - Special - Other Funds								
3001 - Agricultural Committee								
Beginning cash and cash equivalents	1,041.28	2,362.84	1,322	2,143.79	2,143.79	2,143.79	0	
Revenues								
Farmers' Market Revenue	34995	900.00	400.00	(500)	4,074.00	4,074.00	3,137.82	(936) 77.02%
		900.00	400.00	(500)	4,074.00	4,074.00	3,137.82	(936) 77.02%
Department Expenditures								
Supplies	46010	70.00	0.00	70	845.00	826.00	406.00	420 49.15%
Miscellaneous	46090	75.00	0.00	75	500.00	500.00	0.00	500 0.00%
Insurance-Non Employee	47060	375.00	0.00	375	375.00	375.00	0.00	375 0.00%
Printing, Publishing & Advert.	47080	419.10	321.56	98	7,300.00	6,330.46	4,910.08	1,420 77.56%
Rent of Equipment & Machinery	47120	0.00	0.00	0	0.00	424.25	424.25	0 100.00%
Subscriptions & Memberships	47140	0.00	0.00	0	100.00	100.00	100.00	0 100.00%
Total Department Expenditures		939.10	321.56	618	9,120.00	8,555.71	5,840.33	2,715 68.26%
Excess/(deficiency) of revenues over expenditures		(39.10)	78.44	118	(5,046.00)	(4,481.71)	(2,702.51)	1,779 60.30%
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	3,000.00	3,000.00	3,000.00	0 100.00%
Total other financing sources (uses)		0.00	0.00	0	3,000.00	3,000.00	3,000.00	0 100.00%
Excess (deficiency) after other financing sources (uses)		(39.10)	78.44	118	(2,046.00)	(1,481.71)	297.49	1,779 -20.08%
Ending cash and cash equivalents		1,002.18	2,441.28	1,439	97.79	662.08	2,441.28	1,779

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Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
299 - Special - Other Funds									
3002 - Scenic Byways & MainStreet									
Beginning cash and cash equivalents	459.64	459.64	0	459.64	459.64	459.64	0		
Revenues									
Grants	37234	0.00	0.00	0	0.00	0.00	0	0.00%	
		0.00	0.00	0	0.00	0.00	0	0.00%	
Department Expenditures									
Supplies	46010	0.00	0.00	0	459.64	459.64	0.00	460	0.00%
Total Department Expenditures		0.00	0.00	0	459.64	459.64	0.00	460	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	(459.64)	(459.64)	0.00	460	0.00%
Ending cash and cash equivalents		459.64	459.64	0	0.00	0.00	459.64	460	

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From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date					% of Total Budget
	Current Budget	PTD Cash Basis Actual	PTD Current Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis Actual	YTD YTD Budget Variance		
299 - Special - Other Funds									
3003 - Agri-Nature Center									
Beginning cash and cash equivalents	15,000.00	15,000.00	0	15,000.00	15,000.00	15,000.00	0		
Revenues									
Contributions - Other	36019	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Department Expenditures									
Improvements	48900	0.00	0.00	0	15,000.00	15,000.00	0.00	15,000	0.00%
Total Department Expenditures		0.00	0.00	0	15,000.00	15,000.00	0.00	15,000	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	(15,000.00)	(15,000.00)	0.00	15,000	0.00%
Ending cash and cash equivalents		15,000.00	15,000.00	0	0.00	0.00	15,000.00	15,000	

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Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
299 - Special - Other Funds								
Summary of Special - Other Funds Revenues and Expenses								
Beginning cash and cash equivalents	23,403.21	25,614.15	2,211	25,205.72	25,205.72	25,205.72	0	
Revenues								
Fine Arts	455.00	0.00	(455)	1,745.00	1,745.00	2,255.00	510	129.23%
Agricultural Committee	900.00	400.00	(500)	4,074.00	4,074.00	3,137.82	(936)	77.02%
Scenic Byways	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Agri-Nature Center	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Fund Revenues	1,355.00	400.00	(955)	5,819.00	5,819.00	5,392.82	(426)	92.68%
Expenditures								
Fine Arts	285.00	0.00	285	1,005.00	925.00	565.62	359	61.15%
Agricultural Committee	939.10	321.56	618	9,120.00	8,555.71	5,840.33	2,715	68.26%
Scenic Byways	0.00	0.00	0	459.64	459.64	0.00	460	0.00%
Agri-Nature Center	0.00	0.00	0	15,000.00	15,000.00	0.00	15,000	0.00%
Total Fund Expenditures	1,224.10	321.56	903	25,584.64	24,940.35	6,405.95	18,534	25.69%
Excess/(deficiency) of revenues over expenditures	130.90	78.44	(52)	(19,765.64)	(19,121.35)	(1,013.13)	18,108	0.00%
Other financing sources (uses)								
Operating transfers in	0.00	0.00	0	3,000.00	3,000.00	3,000.00	0	100.00%
Operating transfers out	0.00	0.00	0	(1,500.00)	(1,500.00)	(1,500.00)	0	100.00%
Total other financing sources (uses)	0.00	0.00	0	1,500.00	1,500.00	1,500.00	0	100.00%
Excess/(deficiency) after other financing sources (uses)	130.90	78.44	(52)	(18,265.64)	(17,621.35)	486.87	18,108	0.00%
Ending cash and cash equivalents	23,534.11	25,692.59	2,158	6,940.08	7,584.37	25,692.59	18,108	

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Account No.	Current Period			Year - to -Date					% of Total Budget
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
311 - Capital Project Infrastructure									
3111 - Improvements 4th Street - CN 3131828 (Reversion Date 06/30/2017)									
Revenues									
State Grant - Other	37230	50,000.00	0.00	(50,000)	374,429.05	374,429.05	12,017.04	(362,412)	3.21%
		<u>50,000.00</u>	<u>0.00</u>	<u>(50,000)</u>	<u>374,429.05</u>	<u>374,429.05</u>	<u>12,017.04</u>	<u>(362,412)</u>	<u>3.21%</u>
Expenditures									
Capital Expenditure - Roadway	48080	50,000.00	3,673.26	46,327	374,429.05	374,429.05	15,690.30	358,739	4.19%
Total Fund Expenditures		<u>50,000.00</u>	<u>3,673.26</u>	<u>46,327</u>	<u>374,429.05</u>	<u>374,429.05</u>	<u>15,690.30</u>	<u>358,739</u>	<u>4.19%</u>
Excess/(deficiency) of revenues over expenditures		<u>0.00</u>	<u>(3,673.26)</u>	<u>(3,673)</u>	<u>0.00</u>	<u>0.00</u>	<u>(3,673.26)</u>	<u>(3,673)</u>	<u>0.00%</u>

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From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
311 - Capital Project Infrastructure									
3113 - Improvements 4th Street - CN 3150909 (Reversion Date 06/30/2019)									
Revenues									
State Grant - Other	37230	50,000.00	0.00	(50,000)	0.00	350,500.00	0.00	(350,500)	0.00%
		50,000.00	0.00	(50,000)	0.00	350,500.00	0.00	(350,500)	0.00%
Expenditures									
Capital Expenditure - Roadway	48080	50,000.00	0.00	50,000	0.00	350,500.00	0.00	350,500	0.00%
Total Fund Expenditures		50,000.00	0.00	50,000	0.00	350,500.00	0.00	350,500	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	0.00	0	0.00%

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Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
311 - Capital Project Infrastructure								
Beginning cash and cash equivalents	0.00	0.00	0	0.00	0.00	0.00	0	
Revenues								
Improvements 4th St - C3131828	50,000.00	0.00	(50,000)	374,429.05	374,429.05	12,017.04	(362,412)	3.21%
Improvements 4th St - C3150909	50,000.00	0.00	(50,000)	0.00	350,500.00	0.00	(350,500)	0.00%
	100,000.00	0.00	(100,000)	374,429.05	724,929.05	12,017.04	(712,912)	1.66%
Expenditures								
Improvements 4th St - C3131828	50,000.00	3,673.26	46,327	374,429.05	374,429.05	15,690.30	358,739	4.19%
Improvements 4th St - C3150909	50,000.00	0.00	50,000	0.00	350,500.00	0.00	350,500	0.00%
Total Fund Expenditures	100,000.00	3,673.26	96,327	374,429.05	724,929.05	15,690.30	709,239	2.16%
Excess/(deficiency) of revenues over expenditures	0.00	(3,673.26)	(3,673)	0.00	0.00	(3,673.26)	(3,673)	0.00%
Ending cash and cash equivalents	0.00	(3,673.26)	(3,673)	0.00	0.00	(3,673.26)	(3,673)	

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Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
312 - Capital Project Buildings									
3121 - Agri-Nature Center Improvements - ID 15-0734 (Reversion Date 06/30/2019)									
Revenues									
State Grant - Other	37230	55,000.00	0.00	(55,000)	0.00	165,000.00	0.00	(165,000)	0.00%
		55,000.00	0.00	(55,000)	0.00	165,000.00	0.00	(165,000)	0.00%
Expenditures									
Capital Expenditure - Buildings	48010	55,000.00	11,795.83	43,204	0.00	165,000.00	15,799.28	149,201	9.58%
Total Fund Expenditures		55,000.00	11,795.83	43,204	0.00	165,000.00	15,799.28	149,201	9.58%
Excess/(deficiency) of revenues over expenditures		0.00	(11,795.83)	(11,796)	0.00	0.00	(15,799.28)	(15,799)	0.00%

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Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
312 - Capital Project Buildings								
Beginning cash and cash equivalents	0.00	(4,003.45)	(4,003)	0.00	0.00	0.00	0	
Revenues								
Improvements Agri-Nature ID 15-0734	55,000.00	0.00	(55,000)	0.00	165,000.00	0.00	(165,000)	0.00%
	55,000.00	0.00	(55,000)	0.00	165,000.00	0.00	(165,000)	0.00%
Expenditures								
Improvements Agri-Nature ID 15-0734	55,000.00	11,795.83	43,204	0.00	165,000.00	15,799.28	149,201	9.58%
Total Fund Expenditures	55,000.00	11,795.83	43,204	0.00	165,000.00	15,799.28	149,201	9.58%
Excess/(deficiency) of revenues over expenditures	0.00	(11,795.83)	(11,796)	0.00	0.00	(15,799.28)	(15,799)	0.00%
Ending cash and cash equivalents	0.00	(15,799.28)	(15,799)	0.00	0.00	(15,799.28)	(15,799)	

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Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
380 - Purchase Real Property Reserve Fund								
3801 - Purchase Real Property Fund								
Beginning cash and cash equivalents	155,800.36	1,200,800.36	1,045,000	1,500,000.00	1,500,000.00	1,500,000.00	0	
Expenditures								
Property Purchase	48040 0.00	634,553.68	(634,554)	760,000.00	1,344,199.64	933,753.32	410,446	69.47%
Total Fund Expenditures	0.00	634,553.68	(634,554)	760,000.00	1,344,199.64	933,753.32	410,446	69.47%
Excess/(deficiency) of revenues over expenditures	0.00	(634,553.68)	634,554	(760,000.00)	(1,344,199.64)	(933,753.32)	410,446	69.47%
Other financing sources (uses)								
Operating transfers in	51001 0.00	0.00	0	300,000.00	300,000.00	0.00	(300,000)	0.00%
Total other financing sources (uses)	0.00	0.00	0	300,000.00	300,000.00	0.00	(300,000)	0.00%
Excess/(deficiency) after other financing sources (uses)	0.00	(634,553.68)	634,554	(460,000.00)	(1,044,199.64)	(933,753.32)	110,446	89.42%
Ending cash and cash equivalents	155,800.36	566,246.68	410,446	1,040,000.00	455,800.36	566,246.68	110,446	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
399 - Capital Project - Other								
3900 - Park Land and Plaza Reserve								
Beginning cash and cash equivalents	44,423.32	44,423.32	0	44,423.32	44,423.32	44,423.32	0	
Revenues								
Cash in Lieu of Land Dedication	36015 0.00	0.00	0	0.00	0.00	0.00	0	0.00%
	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Expenditures								
Land Acquisition	48040 0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Fund Expenditures	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Excess/(deficiency) of revenues over expenditures	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Ending cash and cash equivalents	44,423.32	44,423.32	0	44,423.32	44,423.32	44,423.32	0	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
401 - General Obligation Bonds								
1830 - General Obligation Bonds								
Beginning cash and cash equivalents	(42,961.24)	(40,776.68)	2,185	89,022.01	89,022.01	89,022.01	0	
Revenues								
Property Taxes - Current	31500	20,042.32	25,396.39	5,354	230,880.17	228,010.89	177,780.47	(50,230) 77.97%
Property Taxes - Delinquent	31510	0.00	0.00	0	6,529.80	7,784.73	7,784.73	0 100.00%
Total Revenue		20,042.32	25,396.39	5,354	237,409.97	235,795.62	185,565.20	(50,230) 78.70%
Expenditures								
Debt Service Principal	49010	0.00	0.00	0	150,000.00	150,000.00	150,000.00	0 100.00%
Debt Service Interest	49020	0.00	0.00	0	139,967.50	139,967.50	139,967.50	0 100.00%
Total Fund Expenditures		0.00	0.00	0	289,967.50	289,967.50	289,967.50	0 100.00%
Excess/(deficiency) of revenues over expenditures		20,042.32	25,396.39	5,354	(52,557.53)	(54,171.88)	(104,402.30)	(50,230) 192.72%
Ending cash and cash equivalents		(22,918.92)	(15,380.29)	7,539	36,464.48	34,850.13	(15,380.29)	(50,230)

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
410 - General Obligation Bonds Reserve Fund								
4101 - General Obligation Bonds Reserve								
Beginning cash and cash equivalents	800,000.00	800,000.00	0	800,000.00	800,000.00	800,000.00	0	
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	100,000.00	100,000.00	0.00	(100,000) 0.00%
Operating transfers out	52001	0.00	0.00	0	0.00	0.00	0.00	0 0.00%
Total other financing sources (uses)		0.00	0.00	0	100,000.00	100,000.00	0.00	(100,000) 0.00%
Excess/(deficiency) after other financing sources (uses)		0.00	0.00	0	100,000.00	100,000.00	0.00	(100,000) 0.00%
Ending cash and cash equivalents	800,000.00	800,000.00	0	900,000.00	900,000.00	800,000.00	(100,000)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTB Budget	Cash Basis Actual	PTD Current PTB Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
505 - Agri-Nature Center Farm Camps								
1500 - Farm Camps								
Beginning cash and cash equivalents	31,063.11	31,591.78	529	25,538.40	25,538.40	25,538.40	0	
Revenues								
Farm camp revenue	36065 7,000.00	8,970.00	1,970	30,000.00	30,000.00	24,295.00	(5,705)	80.98%
Total Revenue	7,000.00	8,970.00	1,970	30,000.00	30,000.00	24,295.00	(5,705)	80.98%
Expenditures								
Wages-Temporary	41040 600.00	2,205.00	(1,605)	15,798.75	15,498.76	9,121.91	6,377	58.86%
Overtime Wages	41050 0.00	0.00	0	0.00	0.00	0.00	0	0.00%
FICA regular	42010 37.20	136.71	(100)	979.52	960.93	565.57	395	58.86%
FICA medicare	42020 8.70	31.97	(23)	229.09	224.74	132.26	92	58.85%
Worker's Comp. Assessment	42080 0.00	0.00	0	11.50	11.50	2.30	9	20.00%
Supplies	46010 150.00	379.57	(230)	2,600.00	2,600.00	1,466.83	1,133	56.42%
Miscellaneous Expense	46090 0.00	0.00	0	150.00	150.00	0.00	150	0.00%
Training	47040 0.00	245.00	(245)	110.00	110.00	245.00	(135)	222.73%
Printing, Publishing, & Advert.	47080 0.00	0.00	0	250.00	250.00	0.00	250	0.00%
Insurance Workers' Compensation	47210 0.00	0.00	0	583.00	736.00	736.00	0	100.00%
Total Fund Expenditures	795.90	2,998.25	(2,202)	20,711.86	20,541.93	12,269.87	8,272	59.73%
Excess/(deficiency) of revenues over expenditures	6,204.10	5,971.75	(232)	9,288.14	9,458.07	12,025.13	2,567	127.14%
Ending cash and cash equivalents	37,267.21	37,563.53	296	34,826.54	34,996.47	37,563.53	2,567	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance		
900 - General Long Term Debt									
9000 - General Long Term Debt									
Beginning cash and cash equivalents	(89,188.50)	(89,188.50)	0	0.00	0.00	0.00	0		
Expenditures									
First American Bank Principal	49030	4,054.26	3,953.83	100	46,755.96	46,840.71	42,937.35	3,903	91.67%
First American Bank Interest	49035	2,068.76	2,169.19	(100)	26,720.28	26,635.53	24,415.87	2,220	91.67%
Luthy Note #2 Principal	49040	511.30	511.30	0	5,730.87	5,730.87	5,258.34	473	91.75%
Luthy Note #2 Interest	49045	1,255.65	1,255.65	0	15,472.53	15,472.53	14,178.11	1,294	91.63%
Luthy Note #3 Principal	49050	297.73	297.73	0	3,337.04	3,337.04	3,061.89	275	91.75%
Luthy Note #3 Interest	49055	731.15	731.15	0	9,009.52	9,009.52	8,255.79	754	91.63%
Total Fund Expenditures		8,918.85	8,918.85	0	107,026.20	107,026.20	98,107.35	8,919	91.67%
Excess/(deficiency) of revenues over expenditures		(8,918.85)	(8,918.85)	(0)	(107,026.20)	(107,026.20)	(98,107.35)	8,919	91.67%
Other financing sources (uses)									
Operating transfers in	51001	0.00	0.00	0	107,026.20	107,026.20	0.00	(107,026)	0.00%
Total other financing sources (uses)		0.00	0.00	0	107,026.20	107,026.20	0.00	(107,026)	0.00%
Excess/(deficiency) after other financing sources (uses)		(8,918.85)	(8,918.85)	(0)	0.00	0.00	(98,107.35)	(98,107)	
Ending cash and cash equivalents		(98,107.35)	(98,107.35)	0	0.00	0.00	(98,107.35)	(98,107)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2015 Through 05/31/2016

Account No.	Current Period			Year - to -Date				% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2015/2016 Original Budget	2015/2016 Revised Budget	Cash Basis YTD Actual	YTD Budget Variance	
Summary of Revenues and Expenditures								
Beginning cash and cash equivalents	8,804,405.68	10,123,621.12	1,319,215	9,335,440.04	9,335,440.04	9,335,440.04	0	
Revenues								
General Fund	233,922.43	243,770.55	9,848	3,071,106.33	3,146,992.86	2,971,615.20	(175,378)	94.43%
Correction	20.00	0.00	(20)	80.00	140.00	20.00	(120)	14.29%
Emergency Medical Service Fund	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Fire Protection Fund	0.00	0.00	0	112,834.00	106,399.00	106,399.00	0	100.00%
Law Enforcement Protection Fund	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Municipal Street Fund	16,121.95	16,371.95	250	185,773.87	194,414.69	180,656.31	(13,758)	92.92%
Special - Other Funds	1,355.00	400.00	(955)	5,819.00	5,819.00	5,392.82	(426)	92.68%
Capital Project Infrastructure	100,000.00	0.00	(100,000)	374,429.05	724,929.05	12,017.04	(712,912)	1.66%
Capital Project Buildings	55,000.00	0.00	(55,000)	0.00	165,000.00	0.00	(165,000)	0.00%
Purchase Real Property Reserve Fund	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Capital Project - Other	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
General Obligation Bonds	20,042.32	25,396.39	5,354	237,409.97	235,795.62	185,565.20	(50,230)	78.70%
General Obligation Bonds Reserve Fund	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Agri-Nature Center Farm Camps	7,000.00	8,970.00	1,970	30,000.00	30,000.00	24,295.00	(5,705)	80.98%
General Long Term Debt	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Total Revenues	433,461.70	294,908.89	(138,553)	4,017,452.22	4,609,490.22	3,485,960.57	(1,123,530)	75.63%
Expenditures								
General Fund	97,899.72	89,838.80	8,061	2,582,016.29	2,729,899.74	1,655,978.26	1,073,921	60.66%
Correction	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Emergency Medical Service Fund	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
Fire Protection Fund	0.00	0.00	0	112,834.00	106,399.00	106,399.00	0	100.00%
Law Enforcement Protection Fund	0.00	0.00	0	62,000.00	62,000.00	0.00	62,000	0.00%
Municipal Street Fund	75,000.00	0.00	75,000	375,000.00	375,000.00	0.00	375,000	0.00%
Special - Other Funds	1,224.10	321.56	903	25,584.64	24,940.35	6,405.95	18,534	25.69%
Capital Project Infrastructure	100,000.00	3,673.26	96,327	374,429.05	724,929.05	15,690.30	709,239	2.16%
Capital Project Buildings	55,000.00	11,795.83	43,204	0.00	165,000.00	15,799.28	149,201	9.58%
Purchase Real Property Reserve Fund	0.00	634,553.68	(634,554)	760,000.00	1,344,199.64	933,753.32	410,446	69.47%
Capital Project - Other	0.00	0.00	0	0.00	0.00	0.00	0	0.00%
General Obligation Bonds	0.00	0.00	0	289,967.50	289,967.50	289,967.50	0	100.00%
Agri-Nature Center Farm Camps	795.90	2,998.25	(2,202)	20,711.86	20,541.93	12,269.87	8,272	59.73%
General Long Term Debt	8,918.85	8,918.85	0	107,026.20	107,026.20	98,107.35	8,919	91.67%
Total Expenditures	338,838.57	752,100.23	(413,262)	4,709,569.54	5,949,903.41	3,134,370.83	2,815,533	52.68%
Excess/(deficiency) of revenues over expenditures	94,623.13	(457,191.34)	(551,814)	(692,117.32)	(1,340,413.19)	351,589.74	1,692,003	-26.23%
Other financing sources (uses)								
Operating transfers in	0.00	0.00	0	552,026.20	552,026.20	3,000.00	(549,026)	0.54%
Operating transfers out	0.00	0.00	0	(552,026.20)	(552,026.20)	(3,000.00)	549,026	0.54%
Reversion	0.00	0.00	0	(20,600.00)	(20,600.00)	(20,600.00)	0	100.00%
	0.00	0.00	0	(20,600.00)	(20,600.00)	(20,600.00)	0	100.00%
Excess/(deficiency) after other financing sources (uses)	94,623.13	(457,191.34)	(551,814)	(712,717.32)	(1,361,013.19)	330,989.74	1,692,003	-24.32%
Ending cash and cash equivalents	8,899,028.81	9,666,429.78	767,401	8,622,722.72	7,974,426.85	9,666,429.78	1,692,003	

Ending cash and cash equivalents
\$9,666,429.78

Village of Los Ranchos de Albuquerque

Check Register for the Month of May 2016

Payee	Check Date	Check Number	Check Amount
Albuquerque Bernalillo County	5/31/2016	38751	1,825.41
Total Albuquerque Bernalillo County			<u>1,825.41</u>
Albuquerque Power Equipment	5/9/2016	38674	13.59
Total Albuquerque Power Equipment			<u>13.59</u>
Albuquerque Publishing Co.	5/9/2016	38675	98.59
Total Albuquerque Publishing Co.			<u>98.59</u>
Alibi	5/9/2016	38676	107.19
Alibi	5/16/2016	38696	53.59
Alibi	5/23/2016	38728	53.59
Alibi	5/31/2016	38752	107.19
Total Alibi			<u>321.56</u>
AutoZone, Inc.	5/23/2016	38729	31.74
Total AutoZone, Inc.			<u>31.74</u>
Baca's Trees	5/23/2016	38730	160.88
Baca's Trees	5/31/2016	38753	2,809.95
Total Baca's Trees			<u>2,970.83</u>
Bank of America	5/9/2016	38677	1,038.56
Total Bank of America			<u>1,038.56</u>
Bank of America, N.A.	5/16/2016	BoA-05162016	612.82
Total Bank of America, N.A.			<u>612.82</u>
Bernalillo County Fire Dept	5/31/2016	38754	30.00
Total Bernalillo County Fire Dept			<u>30.00</u>
C. Fred Luthy, Jr. and	5/16/2016	38707	1,766.95
Total C. Fred Luthy, Jr. and			<u>1,766.95</u>
CenturyLink	5/31/2016	38755	329.48
Total CenturyLink			<u>329.48</u>
Chappell Law Firm, P.A.	5/16/2016	38697	7,517.17
Total Chappell Law Firm, P.A.			<u>7,517.17</u>
City of Albuquerque	5/23/2016	38727	800.00
Total City of Albuquerque			<u>800.00</u>
Comcast	5/31/2016	38756	177.11
Total Comcast			<u>177.11</u>

Village of Los Ranchos de Albuquerque

Check Register for the Month of May 2016

Payee	Check Date	Check Number	Check Amount
Dan's Boots & Saddles	5/23/2016	38731	10.00
Dan's Boots & Saddles	5/31/2016	38757	23.49
Total Dan's Boots & Saddles			<u>33.49</u>
De Lage Landen	5/31/2016	38758	416.30
Total De Lage Landen			<u>416.30</u>
Delta Dental of New Mexico	5/23/2016	38732	470.55
Total Delta Dental of New Mexico			<u>470.55</u>
Desert Greens Equipment, Inc.	5/16/2016	38698	709.73
Desert Greens Equipment, Inc.	5/31/2016	38759	2.50
Total Desert Greens Equipment, Inc.			<u>712.23</u>
Document Solutions, Inc.	5/9/2016	38678	252.34
Total Document Solutions, Inc.			<u>252.34</u>
First American Bank	5/2/2016	38659	6,123.02
Total First American Bank			<u>6,123.02</u>
Fred Luthy	5/16/2016	38708	1,028.88
Total Fred Luthy			<u>1,028.88</u>
Fun and Games, Inc.	5/9/2016	38679	1,070.63
Total Fun and Games, Inc.			<u>1,070.63</u>
G & T Auto	5/9/2016	38680	258.60
G & T Auto	5/23/2016	38733	198.08
G & T Auto	5/31/2016	38760	403.88
Total G & T Auto			<u>860.56</u>
Geomy Pohl Contractor, Inc.	5/23/2016	38734	965.25
Total Geomy Pohl Contractor, Inc.			<u>965.25</u>
Grainger	5/16/2016	38699	16.50
Total Grainger			<u>16.50</u>
Hawks Aloft, Inc.	5/31/2016	38761	125.00
Total Hawks Aloft, Inc.			<u>125.00</u>
High Mesa Consulting Group	5/9/2016	38681	517.18
Total High Mesa Consulting Group			<u>517.18</u>
Highway Supply LLC	5/9/2016	38682	60.00
Highway Supply LLC	5/23/2016	38736	525.00
Total Highway Supply LLC			<u>585.00</u>

Village of Los Ranchos de Albuquerque

Check Register for the Month of May 2016

Payee	Check Date	Check Number	Check Amount
Home Depot Credit Services	5/9/2016	38683	386.22
Home Depot Credit Services	5/16/2016	38700	121.26
Home Depot Credit Services	5/23/2016	38737	1,147.87
Home Depot Credit Services	5/31/2016	38762	88.22
Total Home Depot Credit Services			<u>1,743.57</u>
Insiteworks P.C.	5/23/2016	38738	6,712.62
Total Insiteworks P.C.			<u>6,712.62</u>
Internal Revenue Service	5/13/2016	35573008	5,479.97
Internal Revenue Service	5/27/2016	34846444	5,977.59
Total Internal Revenue Service			<u>11,457.56</u>
Julie C. Hirshfield	5/23/2016	38726	379.57
Total Julie C. Hirshfield			<u>379.57</u>
Keen H Heinzelman	5/16/2016	38709	241.80
Keen H Heinzelman	5/23/2016	38725	128.37
Total Keen H Heinzelman			<u>370.17</u>
Mobile Screen & Glass, Inc.	5/23/2016	38739	98.10
Total Mobile Screen & Glass, Inc.			<u>98.10</u>
myIT	5/9/2016	38684	1,937.07
Total myIT			<u>1,937.07</u>
NAPA Auto Parts	5/23/2016	38740	8.78
NAPA Auto Parts	5/31/2016	38763	153.03
Total NAPA Auto Parts			<u>161.81</u>
New Mexico Gas Company	5/16/2016	38702	130.68
Total New Mexico Gas Company			<u>130.68</u>
New Mexico Self Insurers' Fund	5/9/2016	38686	273.00
New Mexico Self Insurers' Fund	5/23/2016	38741	60.00
Total New Mexico Self Insurers' Fund			<u>333.00</u>
NM Print Now LLC	5/9/2016	38685	28.96
Total NM Print Now LLC			<u>28.96</u>
NM State Treasurer-PERA	5/13/2016	38673	4,077.83
NM State Treasurer-PERA	5/27/2016	38724	4,093.99
Total NM State Treasurer-PERA			<u>8,171.82</u>
Office Depot	5/9/2016	38687	428.92

Village of Los Ranchos de Albuquerque
Check Register for the Month of May 2016

<u>Payee</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Amount</u>
Office Depot	5/23/2016	38742	110.54
Office Depot	5/31/2016	38764	<u>136.24</u>
Total Office Depot			<u>675.70</u>
Overhead Door Company	5/23/2016	38744	<u>138.28</u>
Total Overhead Door Company			<u>138.28</u>
Petty Cash	5/31/2016	38750	<u>79.25</u>
Total Petty Cash			<u>79.25</u>
Plant World, Inc.	5/9/2016	38688	70.89
Plant World, Inc.	5/31/2016	38765	<u>153.20</u>
Total Plant World, Inc.			<u>224.09</u>
PNM	5/16/2016	38704	<u>2,398.21</u>
Total PNM			<u>2,398.21</u>
Precision Surveys, Inc.	5/9/2016	38689	<u>5,083.21</u>
Total Precision Surveys, Inc.			<u>5,083.21</u>
Presbyterian Health Plan	5/23/2016	38745	<u>6,294.98</u>
Total Presbyterian Health Plan			<u>6,294.98</u>
Rock-Away Stone Company LLC	5/16/2016	38705	<u>41.14</u>
Total Rock-Away Stone Company LLC			<u>41.14</u>
SAMBA Holdings, Inc.	5/23/2016	38746	<u>44.95</u>
Total SAMBA Holdings, Inc.			<u>44.95</u>
Sites Southwest, LLC	5/9/2016	38691	<u>3,673.26</u>
Total Sites Southwest, LLC			<u>3,673.26</u>
Southwest Sewer Service, Inc.	5/9/2016	38692	<u>267.65</u>
Total Southwest Sewer Service, Inc.			<u>267.65</u>
Sprinkler Irrigation Supply Co	5/9/2016	38690	14.40
Sprinkler Irrigation Supply Co	5/31/2016	38766	<u>8.44</u>
Total Sprinkler Irrigation Supply Co			<u>22.84</u>
Stewart Title of Albuquerque	5/12/2016	160512332725	<u>631,198.84</u>
Total Stewart Title of Albuquerque			<u>631,198.84</u>
Taxation & Revenue	5/31/2016	38749	<u>1,326.84</u>
Total Taxation & Revenue			<u>1,326.84</u>
The Hartford	5/23/2016	38735	185.90

Village of Los Ranchos de Albuquerque

Check Register for the Month of May 2016

Payee	Check Date	Check Number	Check Amount
Total The Hartford			185.90
The National Judicial College	5/16/2016	38701	1,280.00
Total The National Judicial College			1,280.00
The OutSource Ltd Company	5/23/2016	38743	643.13
Total The OutSource Ltd Company			643.13
VCA Town and Country	5/31/2016	38767	145.38
Total VCA Town and Country			145.38
Verizon Wireless	5/31/2016	38768	231.72
Total Verizon Wireless			231.72
Vision Service Plan - (IC)	5/23/2016	38747	74.48
Total Vision Service Plan - (IC)			74.48
Windsor Door Sales, Inc.	5/9/2016	38693	1,427.54
Total Windsor Door Sales, Inc.			1,427.54
Wings of Enchantment	5/23/2016	38748	120.00
Total Wings of Enchantment			120.00
Zia Graphics	5/9/2016	38694	103.95
Zia Graphics	5/16/2016	38706	211.00
Total Zia Graphics			314.95
Report Total			\$ 718,128.01
Payroll	5/13/2016		14,430.14
Payroll	5/27/2016		16,187.24
Stewart Title of Albuquerque (rental income)	5/12/2016	160512332725	3,354.84
			\$ 33,972.22
			\$ 752,100.23
Expenditures Cash Report 05/31/2016			\$ 752,100.23

7. PUBLIC HEARINGS AND APPLICATIONS

A. VACATION OF THE EXISTING TWENTY (20) FOOT EASEMENT FOR PEDESTRIAN AND EQUESTRIAN ACCESS DEDICATED TO THE VILLAGE OF LOS RANCHOS ON LOT 3-A TINNIN FARMS SUBDIVISION AND REPLAT OF LOT 3-A-1 TINNIN FARMS, CREATING A NEW TWENTY (20) FOOT EASEMENT FOR PEDESTRIAN AND EQUESTRIAN ACCESS DEDICATED TO THE VILLAGE OF LOS RANCHOS IN THE A-1 ZONE OF THE VILLAGE WEST CHARACTER AREA.

Village of Los Ranchos de Albuquerque

Board of Trustees

Meeting Date: June 8 2016

Title: Vacation of the existing twenty (20) foot easement for pedestrian and equestrian access dedicated to the Village of Los Ranchos on Lot 3-A Tinnin Farms Subdivision and Replat of Lot 3-A-1 Tinnin Farms, creating a new twenty (20) foot easement for pedestrian and equestrian access dedicated to the Village of Los Ranchos in the A-1 Zone of the Village West Character Area.

BOARD OF TRUSTEES PLANNING REPORT

Village of Los Ranchos • 6718 Rio Grande Blvd. NW • (505) 344-6582 Fax 344-8978

DATE ISSUED: June 1, 2016

REPORT NO. PZ-16-12

File: S-16-02

PREPARED FOR: Village of Los Ranchos Board of Trustees

SUBJECT: Vacation of the existing twenty (20) easement for pedestrian and equestrian access dedicated to the Village of Los Ranchos on Lot 3-A Tinnin Farms Subdivision and Replat of Lot 3-A-1 Tinnin Farms, creating a new twenty (20) foot easement for pedestrian and equestrian access dedicated to the Village of Los Ranchos in the A-1 Zone, (in conjunction with a subdivision of an adjacent tract, Tract 4-A-1-A, Lands of Al Unser Jr. creating a tract of .775 acres which will be combined with Lot 3-A-1 Tinnin Farms).

APPLICANT: David Acosta, Agent for Greg Levenson (and Dale Armstrong owner Tract 4-A-1-A, Lands of Al Unser Jr.)

LOCATION AND LEGAL:

The property is located at 6008 Tomas Court, Tinnin Farms subdivision, legally known as a certain parcel of land being Lot 3-A Tinnin Farms, Village of Los Ranchos de Albuquerque, Bernalillo County, New Mexico on March 19, 2010. Document # 20100233333. The parcel contains 1.3841 acres more or less. The adjacent tract, 1124 Road Runner Lane, legally known as a certain parcel of land being Tract 4-A-1, Lands of Al Unser Jr., Village of Los Ranchos de Albuquerque, Bernalillo County, New Mexico, as the same and designated on the plat thereof filed in the County Clerk of Bernalillo County, New Mexico on March 8, 2010. Document #2010019477. The parcel contains 3.3760 acres more or less.

Project:

The proposed action is part of two separate actions which will result in a transfer of .775 acres from 1128 Roadrunner Lane to 6008 Thomas Court. The re-plat is between two existing subdivisions – Tinnin Farms and Lands of Al Unser. Applicant Levenson proposes to purchase .775 acres from Tract 4-A-1 Lands of Al Unser to add to Lot 3A Tinnin Farms. Due to the processes requires and the two different subdivisions two re-platting actions are required.

In June 1988, Tinnin Farms Subdivision Amended Plat was filed with the Bernalillo County Clerk. On the filed plat, a 20-foot pedestrian and equestrian access easement was dedicated to the Village of Los Ranchos. The 20-foot access easement ran across the northern boundary of Lot 3 and Lot 4 of Tinnin Farms. In March 2010, Applicant Levenson acquired .3974 acres from Tract 4-A Lands of Al Unser (owned by Dan Beaty) to add to Lot 3 Tinnin Farms, vacated the existing Pedestrian and Equestrian Easement, and platted a new 20' Pedestrian and Equestrian Easement north of the previous location, entirely on the new Lot 3-A Tinnin Farms.

Applicant Levenson desires to perform a similar action acquiring .775 acres from Tract 4-A Lands of Al Unser (owned now by Dale Armstrong) and is requesting that the Village vacate the existing 20-foot pedestrian and equestrian access easement and that a new 20 foot pedestrian and equestrian access easement be placed at the northern boundary of the newly acquired .775 acres.

When re-platted, lot area for 4-A lands of AI Unser would be 2.6008 acres and lot area for Lot 3 Tinnin Farms would be 2.1587 acres.

Analysis:

This is a minor subdivision in the A-1 Zone as per §9.1.5, (CC) Subdivision Minor,

Minor Subdivision. Any subdivision:

- (1) Creating not more than;
 - a) Two parcels of land; and,
 - b) Not containing more than five acres of land; and
 - c) Not requiring installation of any significant infrastructure;

However, §9.1.8 (A) Requirements for Submittal of a Preliminary Plat and Final Plat to the Commission and Board requires:

(6) Replat. After final approval of any plat, no lot or block shall be further subdivided or the area of any platting of any street, alley, or easement established by said plat except upon the submission of a replat with the Commission securing its approval in accordance with the procedures herein established. **Vacation of any portion of public right-of-way or public easement requires approval of the Board as well as the Commission.**

§9.2.3 (B) SPECIFIC DEFINITIONS, **PUBLIC RIGHT-OF-WAY** means an area of land that is dedicated for public or private use to accommodate a transportation system and necessary public utility infrastructure (including, but not limited to, water lines, sewer lines, power lines and gas lines).

Vacation of a public Right-of-Way as required by §9.1.12 requires vacation to be accomplished by replatting and recording a new subdivision plat and to be processed according to procedures relating to major subdivision applications.

The right-of-way is contained entirely on Lot 3-A, and following the replat will be contained entirely on Lot 3-A-1, therefore replatting all of Tinnin Farms Subdivision to incorporate the new right-of-way is not necessary. The Village therefore requests that the replat of Lot 3-A be forwarded to the Board of Trustees for final approval.

Approval of the replat of Lot 3-A-1, Tinnin Farms incorporating lot 4-A-1-B, will allow Tract 4-A-1 of Lands of AI Unser to be replatted to reduce the lot by .775 acres, (thus creating lot 4-A-1-B). Both replats will be filed in coordination.

As discussed, a similar action occurred in 2009 where the easement was moved north. The new easement was neatly landscaped with a crusher fine trail and various plantings (see photo attached). Mr. Levenson has indicated that he will take the same care in landscaping the new easement.

The Board may add additional conditions to the replat approval as they see appropriate.

DEPARTMENT RECOMMENDATION:

The Department recommends approval of the vacation of the existing 20 foot pedestrian and equestrian access easement on Lot 3-A dedicated to the Village of Los Ranchos by replat of Lot 3-A of Tinnin Farms Subdivision, filed in March, 2010 and approval of final replat of Lot 3-A-1 of Tinnin Farms Subdivision granting a new 20 foot pedestrian and equestrian access easement, dedicated to the Village of Los Ranchos without requiring return to the Planning and Zoning Commission for Final Approval, with the following conditions:

1. The access between the two M.R.G.C.D. rights-of-way is continuously available, so that while one is being constructed, the older one is in place, insuring continuous access across the lot.

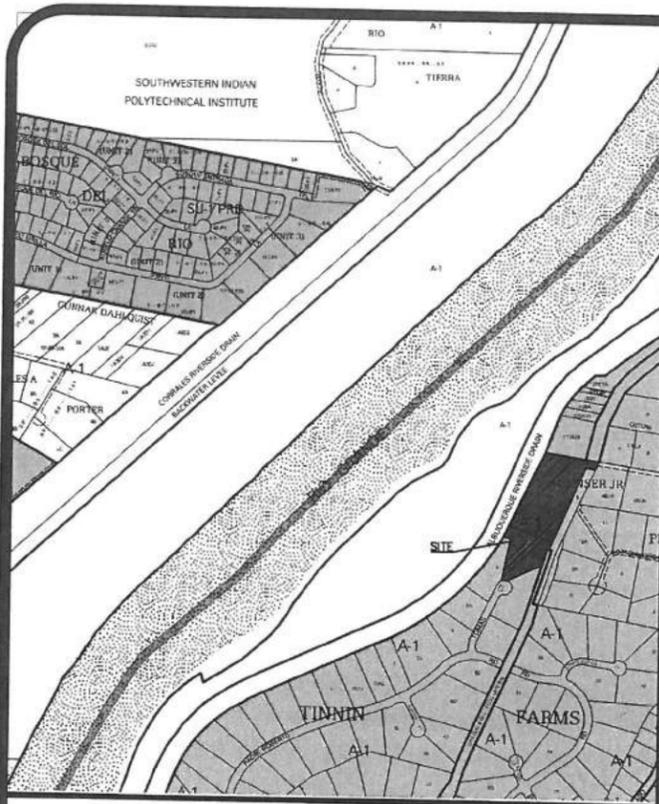
With the findings:

1. This is a Minor Subdivision that could be approved administratively. The plat contains a pedestrian/equestrian easement dedicated to the village of Los Ranchos which requires Board approval.
2. The right-of-way is contained entirely within Lot 3-A-1, which remains within Tinnin Farms and replatting all of Tinnin Farms subdivision is not necessary.
3. It is in the public welfare and interest that a new 20 foot pedestrian and equestrian access easement be established and dedicated to the Village of Los Ranchos.
4. Public notice was given in accordance with §9.2.25(F)
5. Lot 3-A-1, Tinnin Farms remains subject to all codes, covenants and restrictions of Tinnin Farms Subdivision.
6. The application meets the goals of the 2010 Master Plan 4.3.2 Ditch Goals, 4.3.2.1 Objectives "identify appropriate trail use for ditches" and "ensure access to adjacent ditches".
7. The application meets the policies and actions of 4.3.2.2 Development proposals shall allow for "access/linkages to trails and ditches" and "replatting when necessary to ensure access to the ditch".

Tim McDonough
Director, Planning and Zoning

Date: _____

Attachments: Application, Proposed Plat, Ortho-photo



NOT TO SCALE D-14-Z

PURPOSE OF PLAT:

THE PURPOSE OF THIS PLAT IS TO CREATE ONE TRACT FROM EXISTING TRACT 4-A-1-B LANDS OF AL UNSER JR AND TRACT 3-A OF TINNIN FARMS AND VACATE EXISTING 20' PEDESTRIAN & EQUESTRIAN EASEMENT AND GRANT 20' PEDESTRIAN & EQUESTRIAN EASEMENT AND ANY OTHER EASEMENTS AS SHOWN HEREON.

NOTES:

1. BEARINGS ARE GRID BASED—NEW MEXICO STATE PLANE CENTRAL ZONE (NAD 1983)
2. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
3. CORNERS IDENTIFIED AS "SET", ARE 5/8" REBAR WITH CAP STAMPED "PS 21082", AND DEPICTED AS NOTED UNLESS OTHERWISE INDICATED.
4. BEARINGS AND DISTANCES IN () ARE RECORD

SUBDIVISION DATA:

ZONE ATLAS INDEX NO D-15-Z
 DATE OF FIELD SURVEY: NOVEMBER 2015
 TOTAL NO. OF LOTS EXISTING 2
 TOTAL NO. OF LOTS CREATED 2
 GROSS SUBDIVISION ACREAGE 4.7538

DOCUMENTS USED:

1. LANDS OF AL UNSER JR.
FILED OCTOBER 13, 2011, IN PLAT BOOK 2011C, PAGE 1
2. PLAT OF LOT 3-A TINNIN FARMS
FILED MARCH 19, 2010 IN PLAT BOOK 2010C, PAGE 0035
3. LANDS OF AL UNSER JR.
FILED FEBRUARY 21, 1997 IN PLAT BOOK 97C, PAGE 57
4. PLAT FOR PRADO SUBDIVISION
FILED MAY 6, 2005 IN PLAT BOOK 2005C, PAGE 143
5. PLAT OF 4-A-1 & 4-A-2, LANDS OF AL UNSER JR.
FILED MARCH 8, 2010 IN PLAT BOOK 2010C, PAGE 0030
6. AMENDED TINNIN FARMS
FILED JUNE 14, 1988 IN VOLUME C36, PAGE 163

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON

UNIFORM PROPERTY CODE #

BERNALILLO COUNTY TREASURE'S OFFICE

LEGAL DESCRIPTION:

A CERTAIN PARCEL OF LAND BEING LOT 3-A, OF TINNIN FARMS SUBDIVISION, VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME AND DESIGNATED ON THE PLAT THEREOF FILED IN THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON THE MARCH 19, 2010, IN BOOK, 2010C, PAGE 0035. CONTAINING 43612.27 SQ. FT. (1.0012 AC.) MORE OR LESS

AND

A CERTAIN PARCEL OF LAND BEING TRACT 4-A-1-B, LANDS OF AL UNSER JR. VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO AS THE SAME ARE SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON _____ IN PLAT BOOK _____, PAGE _____, CONTAINING 33119.4 SQ. FT. (0.7603 AC.) MORE OR LESS

FREE CONSENT (TRACT 4-A-1-B):

THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) OF THAT CERTAIN TRACT OF LAND HEREIN DESCRIBED AND BEING COMPRISED OF TRACT 4-A-1-B OF THE PLAT ENTITLED PLAT FOR "LANDS OF AL UNSER JR." AS THE SAME ARE SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON _____ IN PLAT BOOK _____, PAGE _____, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS SHOWN AND THE SAME IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) AND SAID OWNER(S) AND/OR PROPRIETOR(S) WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE PARCEL(S) HEREIN DESCRIBED AND GRANT ANY EASEMENTS AS SHOWN HEREON. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY REPRESENT THAT THEY ARE SO AUTHORIZED TO ACT.

 DALE L. ARMSTRONG, OWNER (TRACT 4-A-1-B)

ACKNOWLEDGMENT

STATE OF _____)
)) SS.
 COUNTY OF _____)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 20____, BY _____

NOTARY PUBLIC: _____
 MY COMMISSION EXPIRES: _____

FREE CONSENT (LOT 3-A-1):

THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) OF THAT CERTAIN TRACT OF LAND HEREIN DESCRIBED AND BEING COMPRISED OF TRACT 3-A OF THE PLAT ENTITLED PLAT OF "TINNIN FARMS" AS THE SAME ARE SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON MARCH 19, 2010, IN PLAT BOOK 2010C, PAGE 0035, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS SHOWN AND THE SAME IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) AND SAID OWNER(S) AND/OR PROPRIETOR(S) WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE PARCEL(S) HEREIN DESCRIBED AND GRANT ANY EASEMENTS AS SHOWN HEREON. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY REPRESENT THAT THEY ARE SO AUTHORIZED TO ACT.

 GREG LEVENSON OWNER (TRACT 3-A)

ACKNOWLEDGMENT

STATE OF _____)
)) SS.
 COUNTY OF _____)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 20____, BY _____

NOTARY PUBLIC: _____
 MY COMMISSION EXPIRES: _____

DISCLOSURE STATEMENT:

THE PURPOSE OF THIS PLAT IS TO REPLAT TRACT 3-A TINNIN FARMS SUBDIVISION AND MOVE AN EASEMENT BY VACATING THE ORIGINAL EASEMENT AND GRANTING A NEW EASEMENT IN THE NEW LOCATION SHOWN ON THE PLAT. TRACT 3-A-1 WILL REMAIN PART OF THE TINNIN FARMS SUBDIVISION, AND SUBJECT TO ANY COVENANTS, CONDITIONS AND RESTRICTIONS THAT CURRENTLY EXIST. THE 20 FOOT EASEMENT IDENTIFIED ON THIS REPLAT IS DEDICATED TO THE PUBLIC FOR EQUESTRIAN AND PEDESTRIAN ACCESS, AND THE AFOREMENTIONED VACATION AND RELOCATION DOES NOT IMPAIR THE RIGHTS OF NOR INCREASE THE RIGHTS OF ANY MEMBER OF THE PUBLIC (INCLUDING TINNIN FARMS RESIDENTS), FOR USE AS AN EQUESTRIAN AND PEDESTRIAN ACCESS EASEMENT. THE OWNERS OF LOTS WITHIN TINNIN FARMS SUBDIVISION SHALL HAVE THE SAME RIGHTS TO THE CONTINUED EXISTENCE AND USE OF THE NEWLY LOCATED EASEMENT, AS THEY HAD WITH RESPECT TO THE FORMER EASEMENT. NOTHING IN THIS DISCLOSURE STATEMENT SHALL BE CONSTRUED TO REQUIRE THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE TO ENFORCE ANY COVENANT, CONDITION, OR RESTRICTION APPLICABLE TO TINNIN FARMS, NOR ANY PERSON'S RIGHT OF ACCESS, NOR PROHIBIT THE VACATION OF SUCH EASEMENT BY THE VILLAGE AND THE FOLLOWING OF THE APPROPRIATE PROCEDURES.

SHEET INDEX

PAGE 1 COVER
 PAGE 2 SUBDIVISION PLAT

SUBDIVISION PLAT OF
TRACT 3-A-1
TINNIN FARMS
 PROJECTED SECTION 20, T 11 N, R 3 E, N.M.P.M.
 ELENA GALLEGOS GRANT
 VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 MAY, 2016

UTILITY APPROVALS:

A.B.C.W.U.A	DATE
NEW MEXICO GAS	DATE
P.N.M. ELECTRIC SERVICES	DATE
QWEST COMMUNICATIONS	DATE
COMCAST CABLE	DATE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT	DATE

APPROVAL BY THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE:

BY: _____ MAYOR _____
 DATE _____
 ATTEST: _____ VILLAGE CLERK _____
 DATE _____

APPROVED ON THE CONDITION THAT ALL RIGHTS OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT IN EASEMENTS, RIGHTS OF WAY, ASSESSMENTS AND LIENS, ARE FULLY RESERVED TO SAID DISTRICT, AND THAT IF PROVISION FOR IRRIGATION SOURCE AND EASEMENTS ARE NOT PROVIDED FOR BY THE SUBDIVIDER FOR THE SUBDIVISION, ADDITION OR PLAT, SAID DISTRICT IS ABSOLVED OF ALL OBLIGATIONS TO FURNISH IRRIGATION WATERS AND SERVICES TO ANY PORTIONS THEREOF, OTHER THAN FROM EXISTING TURNOUTS.

APPROVED: _____ DATE _____

SURVEYOR'S CERTIFICATE:

I, DAVID P ACOSTA, NEW MEXICO PROFESSIONAL SURVEYOR NO. 21082, DO HEREBY CERTIFY THAT THIS PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE BERNALILLO COUNTY SUBDIVISION ORDINANCE; SHOWS ALL EASEMENTS ON SUBJECT TRACT(S) AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNER(S), UTILITY COMPANIES OR OTHER PARTIES EXPRESSING AN INTEREST; MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS EFFECTIVE MAY 1, 2007; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DAVID P ACOSTA, NMPLS NO. 21082 DATE _____



CONSTRUCTION SURVEY TECHNOLOGIES, INC

MAILING: PO BOX 65395, ALBUQUERQUE, NM 87193 505-917-6921
 OFFICE: 1106 CENTRAL AVE SE, SUITE 101, ALBUQUERQUE, NM 87106
 NMSURVEYOR@GMAIL.COM

**SUBDIVISION PLAT OF
TRACT 3-A-1
TINNIN FARMS**
PROJECTED SECTION 20, T 11 N, R 3 E, N.M.P.M.
ELENA GALLEGOS GRANT
VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MAY, 2016

TRACT 172-A-2-A
M.R.G.C.D. MAP# 27

LEGEND OF SYMBOLS

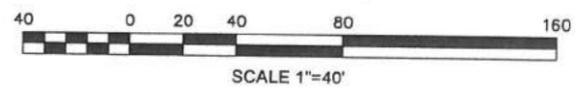
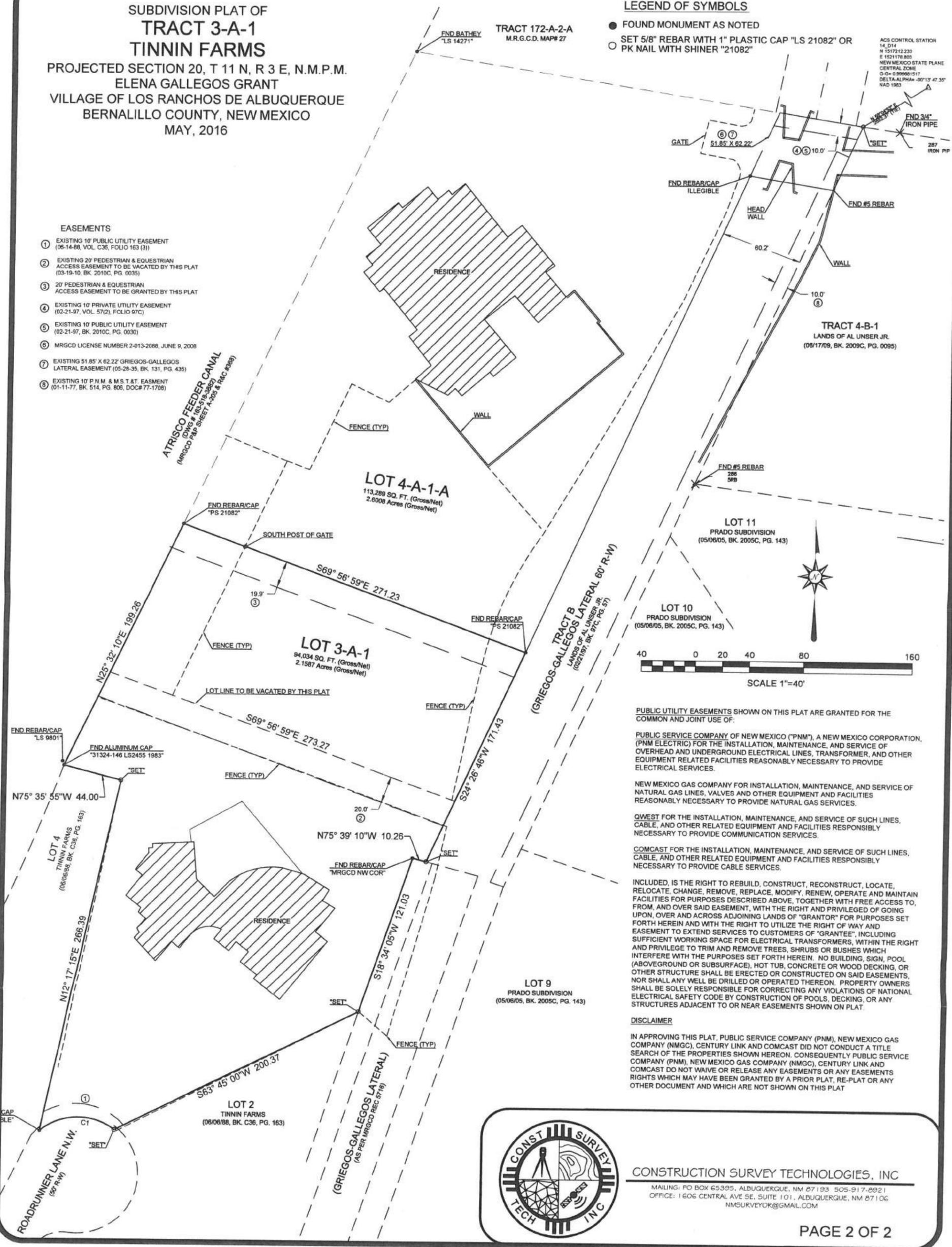
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR WITH 1" PLASTIC CAP "LS 21082" OR PK NAIL WITH SHINER "21082"

ACS CONTROL STATION
14, D14
N 151°12'23.33"
E 1521178.803
NEW MEXICO STATE PLANE
CENTRAL ZONE
G=0+0 9999991517
DELTA ALPHA= -00°13'47.35"
NAD 1983

EASEMENTS

- ① EXISTING 10' PUBLIC UTILITY EASEMENT (06-14-88, VOL. C36, FOLIO 163 (3))
- ② EXISTING 20' PEDESTRIAN & EQUESTRIAN ACCESS EASEMENT TO BE VACATED BY THIS PLAT (03-19-10, BK. 2010C, PG. 0035)
- ③ 20' PEDESTRIAN & EQUESTRIAN ACCESS EASEMENT TO BE GRANTED BY THIS PLAT
- ④ EXISTING 10' PRIVATE UTILITY EASEMENT (02-21-97, VOL. 57(2), FOLIO 97C)
- ⑤ EXISTING 10' PUBLIC UTILITY EASEMENT (02-21-97, BK. 2010C, PG. 0030)
- ⑥ MRGCD LICENSE NUMBER 2-013-2088, JUNE 9, 2008
- ⑦ EXISTING 51.85' X 62.22' GRIEGOS-GALLEGOS LATERAL EASEMENT (05-28-35, BK. 131, PG. 435)
- ⑧ EXISTING 10' P.N.M. & M.S.T. AT. EASEMENT (01-11-77, BK. 514, PG. 808, DOC# 77-1708)

ATRISCO FEEDER CANAL
(D.W.G. # 183-918-3882)
(MRGCD MAP SHEET A-205 & RAC #338)



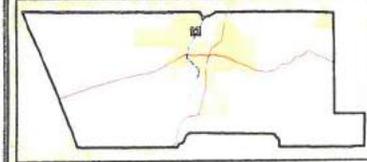
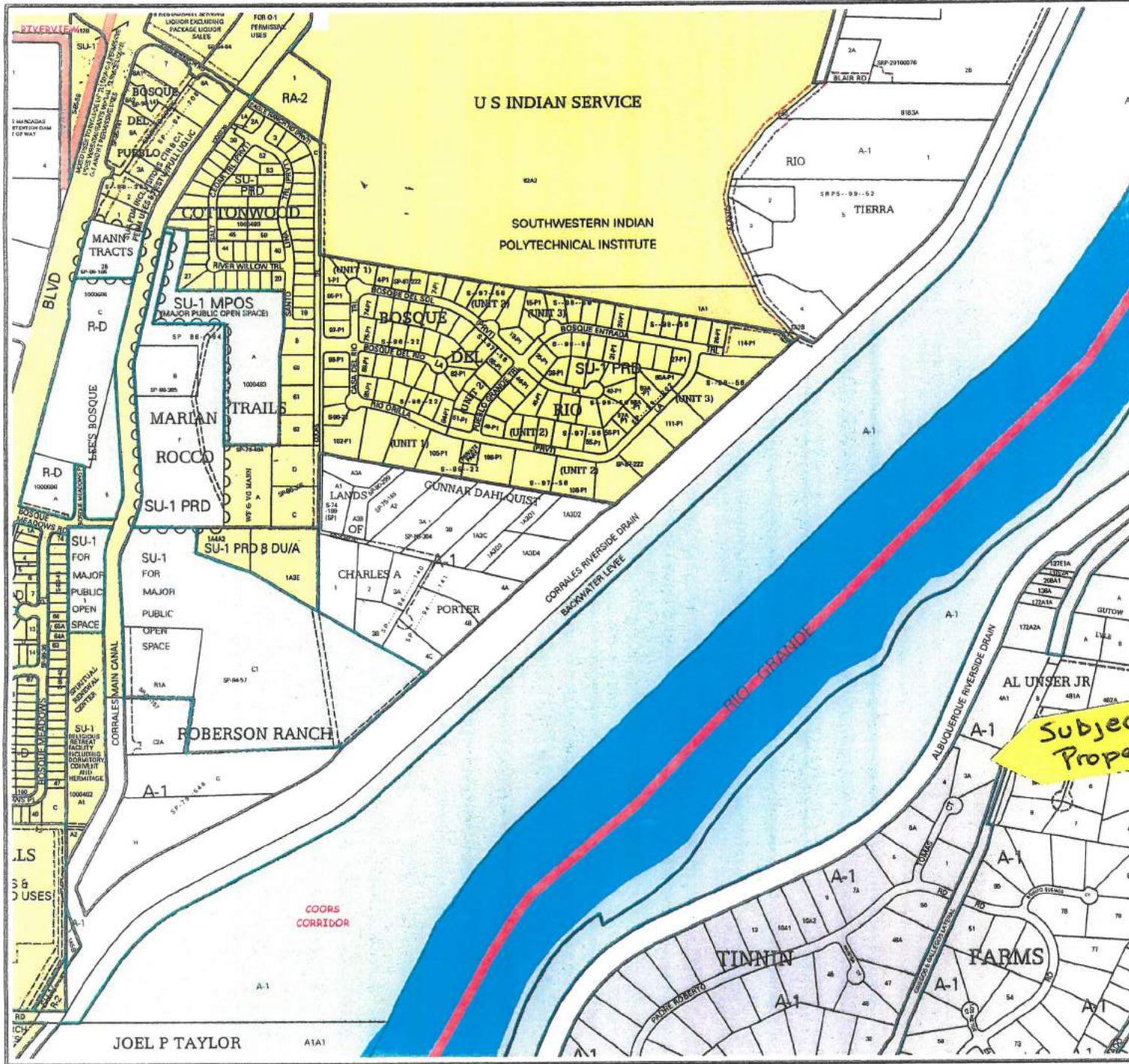
PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:
PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMER, AND OTHER EQUIPMENT RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.
NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.
QWEST FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES RESPONSIBLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.
COMCAST FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES RESPONSIBLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED, IS THE RIGHT TO REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENT, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF "GRANTOR" FOR PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF "GRANTEE", INCLUDING SUFFICIENT WORKING SPACE FOR ELECTRICAL TRANSFORMERS, INCLUDING RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD DECKING, OR OTHER STRUCTURE SHALL BE ERRECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON PLAT.

DISCLAIMER
IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY (PNM), NEW MEXICO GAS COMPANY (NMGC), CENTURY LINK AND COMCAST DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY PUBLIC SERVICE COMPANY (PNM), NEW MEXICO GAS COMPANY (NMGC), CENTURY LINK AND COMCAST DO NOT WAIVE OR RELEASE ANY EASEMENTS OR ANY EASEMENTS RIGHTS WHICH MAY HAVE BEEN GRANTED BY A PRIOR PLAT, RE-PLAT OR ANY OTHER DOCUMENT AND WHICH ARE NOT SHOWN ON THIS PLAT

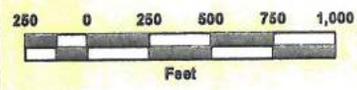


CONSTRUCTION SURVEY TECHNOLOGIES, INC.
MAILING: PO BOX 65395, ALBUQUERQUE, NM 87193 505-917-8921
OFFICE: 1606 CENTRAL AVE SE, SUITE 101, ALBUQUERQUE, NM 87106
NMSURVEYOR@GMAIL.COM



LEGAL DESCRIPTION
 T11N
 R3E
 SEC 19

UNIFORM PROPERTY CODE
 1-013-063



Map amended through July 2014



PUBLIC WORKS DIVISION
 GIS PROGRAM

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D-13-Z



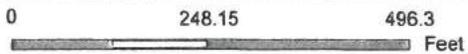
Levenson - Beaty Properties



3/28/16

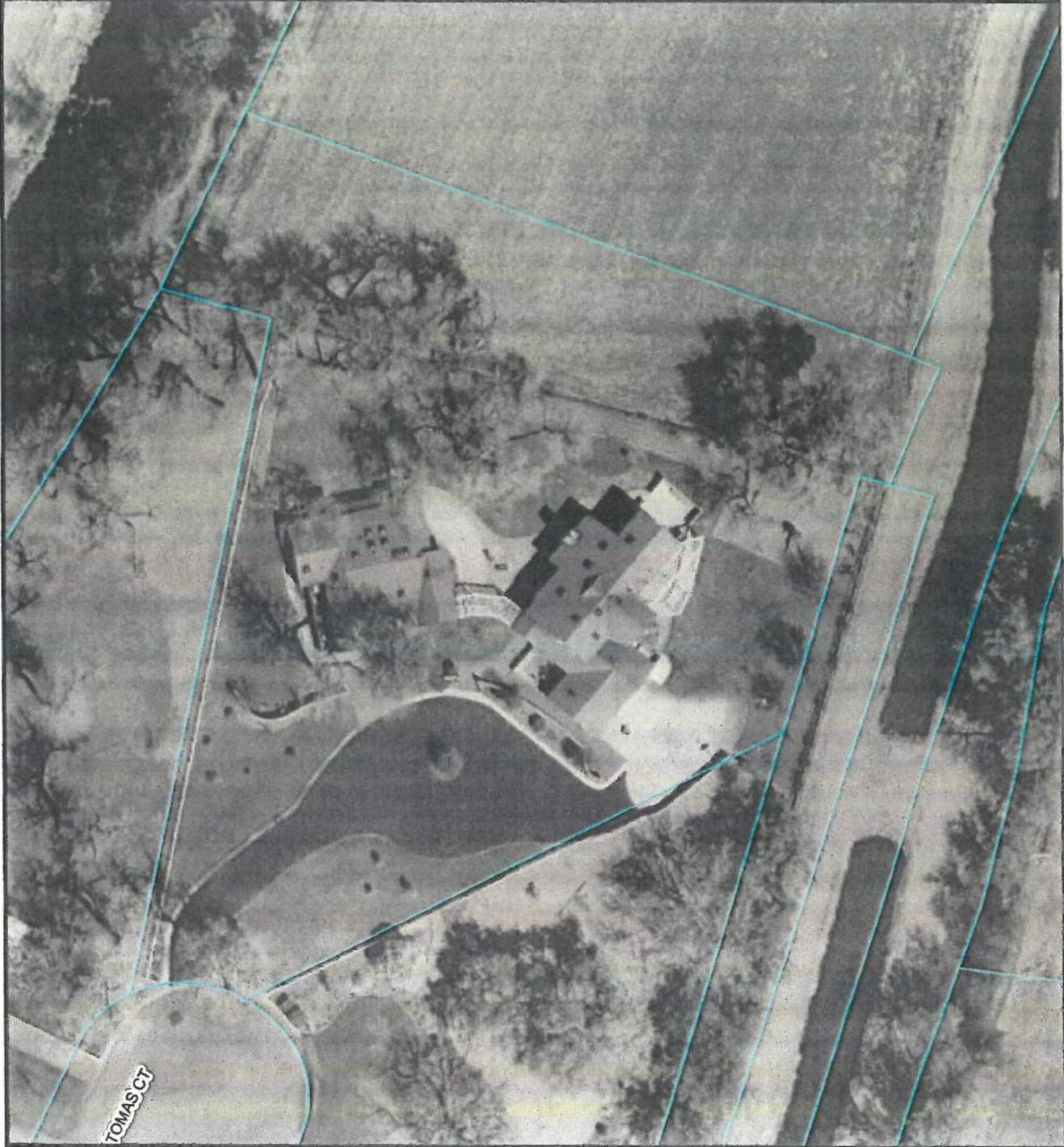
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Notes





Levenson - 2006 (until 2010)



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	0 62.04 124.1 Feet	



Levenson - Current



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	0 62.04 124.1 Feet	



Pedestrian easement history



3/28/16	<p>This information is for reference only. Bernalillo County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary. For current information visit www.bernco.gov/gis-program.</p>
	<p>0 248.15 496.3  Feet</p>

Notes

8. OLD BUSINESS

A. DISCUSSION AND APPROVAL OF AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE CHAPTER 7 CRIMINAL CODE, ARTICLE 2 ANIMAL CONTROL, SECTION 1 GENERAL, §7.2.1, SECTION 2 DEFINITIONS, §7.2.2, SECTION 3 ANIMAL CONTROL OFFICER (ACO), §7.2.3, SECTION 4 ADMINISTRATION OF ORDINANCE, §7.2.4, SECTION 5 RABIES, §7.2.5, SECTION 6 LICENSING AND VACCINATIONS REQUIREMENTS FOR DOGS AND CATS, §7.2.6, SECTION 7 DANGEROUS OR VICIOUS ANIMALS AND ANIMAL BITES, §7.2.7, SECTION 8 ANIMAL CONTROL, §7.2.8, SECTION 9 PROHIBITED ACTIVITIES, §7.2.9, SECTION 10 SPECIALLY PERMITTED ACTIVITIES INVOLVING ANIMALS, §7.2.10 SECTION 11 PROVISIONS RELATING TO LIVESTOCK, §7.2.11 AND SECTION 12 ENFORCEMENT AND PENALTIES §7.2.12.

Village of Los Ranchos de Albuquerque

Board of Trustees

Meeting Date: June 8, 2016

Title: DISCUSSION AND APPROVAL TO ADVERTISE AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE CHAPTER 7 CRIMINAL CODE, ARTICLE 2 ANIMAL CONTROL, SECTION 1 GENERAL, §7.2.1, SECTION 2 DEFINITIONS, §7.2.2, SECTION 3 ANIMAL CONTROL OFFICER (AC0), §7.2.3, SECTION 4 ADMINISTRATION OF ORDINANCE, §7.2.4, SECTION 5 RABIES, §7.2.5, SECTION 6 LICENSING AND VACCINATIONS REQUIREMENTS FOR DOGS AND CATS, §7.2.6, SECTION 7 DANGEROUS OR VICIOUS ANIMALS AND ANIMAL BITES, §7.2.7, SECTION 8 ANIMAL CONTROL, §7.2.8, SECTION 9 PROHIBITED ACTIVITIES, §7.2.9, SECTION 10 SPECIALLY PERMITTED ACTIVITIES INVOLVING ANIMALS, §7.2.10 SECTION 11 PROVISIONS RELATING TO LIVESTOCK, §7.2.11 AND SECTION 12 ENFORCEMENT AND PENALTIES §7.2.12.

Action: Discussion and Approval

Summary:

The Village administration would like to modernize the Village animal control ordinance to accomplish several objectives:

1. Bring the Village animal control ordinance into closer alignment with that of Bernalillo County. The Village has developed a very productive working relationship with Bernalillo County Animal Welfare Department. Bern Co officers are assisting the Village on a regular basis and to facilitate enforcement and the well-being of animals within the Village, common or closely aligned ordinances would help in this effort.
2. The current Village ordinance does not adequately address care and abuse issues related to domesticated animals. Many residents have asked that the Village bring its ordinance up-to-date with the surrounding jurisdictions and with current best practices regarding issues such as tethering and chaining of animals.

3. The current ordinance allows for citations for only certain types of violations. Common occurrences such as barking dogs, requires a direct action into court. Again the Village has been asked by residents to give the Animal Control Officer alternative tools to deal with such complaints.
4. Finally, the new ordinance would bring the penalty provisions in line with the standards required. This would make it clearer for residents, the Administration and the Municipal Court should complaints rise to the point of violation of the ordinance and imposition of penalties.

The proposed amendment was revised based on the discussion at the May BOT meeting.

It has been properly advertised and was available for public review. As of June 2, 2016 no comments have been received.

Staff recommends approval.

Published in the Albuquerque Journal on Tuesday May 17, 2016

VILLAGE OF LOS RANCHOS PUBLIC NOTICE ORDINANCE NO NOTICE IS HEREBY GIVEN THAT ON WEDNESDAY, JUNE 8, 2016, AT 7:00 P.M. AT THE WARREN J. GRAY VILLAGE HALL, LOCATED AT 6718 RIO GRANDE BLVD NW, LOS RANCHOS, NM 87107, THE GOVERNING BODY WILL CONSIDER FOR ADOPTION AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, CHAPTER 7 CRIMINAL CODE, ARTICLE 2 ANIMAL CONTROL, SECTION 1 GENERAL, 7.2.1, SECTION 2 DEFINITIONS, 7.2.2, SECTION 3 ANIMAL CONTROL OFFICER (AC0), 7.2.3, SECTION 4 ADMINISTRATION OF ORDINANCE, 7.2.4, SECTION 5 RABIES, 7.2.5, SECTION 6 LICENSING AND VACCINATIONS REQUIREMENTS FOR DOGS AND CATS, 7.2.6, SECTION 7 DANGEROUS OR VICIOUS ANIMALS AND ANIMAL BITES, 7.2.7, SECTION 8 ANIMAL CONTROL, 7.2.8, SECTION 9 PROHIBITED ACTIVITIES, 7.2.9, SECTION 10 SPECIALLY PERMITTED ACTIVITIES INVOLVING ANIMALS, 7.2.10 SECTION 11 PROVISIONS RELATING TO LIVESTOCK, 7.2.11 AND SECTION 12 ENFORCEMENT AND PENALTIES 7.2.12, FOR THE PURPOSE OF UPDATING AND CLARIFYING THE CODE. The ordinance is available for review, and copies may be purchased at the Village Hall or may viewed on the Village web site: www.losranchosnm.gov. s/Stephanie Dominguez Village Clerk Journal: May 17, 2016

**VILLAGE OF LOS RANCHOS
DE ALBUQUERQUE
ORDINANCE NO. 253**

AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE CHAPTER 7 CRIMINAL CODE, ARTICLE 2 ANIMAL CONTROL, SECTION 1 GENERAL, §7.2.1, SECTION 2 DEFINITIONS, §7.2.2, SECTION 3 ANIMAL CONTROL OFFICER (ACO), §7.2.3, SECTION 4 ADMINISTRATION OF ORDINANCE, §7.2.4, SECTION 5 RABIES, §7.2.5, SECTION 6 LICENSING AND VACCINATIONS REQUIREMENTS FOR DOGS AND CATS, §7.2.6, SECTION 7 DANGEROUS OR VICIOUS ANIMALS AND ANIMAL BITES, §7.2.7, SECTION 8 ANIMAL CONTROL, §7.2.8, SECTION 9 PROHIBITED ACTIVITIES, §7.2.9, SECTION 10 SPECIALLY PERMITTED ACTIVITIES INVOLVING ANIMALS, §7.2.10 SECTION 11 PROVISIONS RELATING TO LIVESTOCK, §7.2.11 AND SECTION 12 ENFORCEMENT AND PENALTIES §7.2.12.

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE:

The Board of Trustees hereby finds that the changes as shown in the ordinance attached hereto are necessary for the clear interpretation and application of the 2013 Codified Ordinances and are substantive in nature.

The changes as shown on the ordinance attached hereto are hereby adopted and approved and that such changes shall be incorporated in the 2013 Codified Ordinances.

SEVERABILITY. If any section, subsection, paragraph, sentence, clause, phrase, or part hereof is for any reason declared unconstitutional or invalid, the validity of the remaining portions hereof shall not be affected since it is the expressed intent of the Board to pass each section, subsection, paragraph, clause, phrase and every part thereof separately and independently of every other part.

EFFECTIVE DATE, REPEAL, AND PUBLICATION. This Ordinance shall take effect and be in full force five (5) days after publication of this Ordinance.

PASSED, APPROVED AND ADOPTED by the Governing Body of the Village of Los Ranchos de Albuquerque this 8th day of **June 2016**.

APPROVED:

Larry P. Abraham, Mayor

(SEAL)

ATTEST:

Kelly Ward
Administrator

~~ARTICLE 2. ANIMAL CONTROL~~

- ~~SECTION 1. — General~~
- ~~SECTION 2. — Definitions~~
- ~~SECTION 3. — Animal Control Officer (ACO)~~
- ~~SECTION 4. — Administration of Ordinance~~
- ~~SECTION 5. — Rabies~~
- ~~SECTION 6. — Licensing and Vaccination Requirements for Dogs and Cats~~
- ~~SECTION 7. — Dangerous or Vicious Animals and Animal Bites~~
- ~~SECTION 8. — Animal Control~~
- ~~SECTION 9. — Prohibited Activities~~
- ~~SECTION 10. — Specially Permitted Activities Involving Animals~~
- ~~SECTION 11. — Provisions Relating to Livestock~~
- ~~SECTION 12. — Enforcement and Penalties~~

~~§ 7.2.1 GENERAL~~

~~— This Article is adopted to effect and discharge the powers and duties conferred by the laws of the State of New Mexico and to provide for the safety, health, order, comfort, and convenience of the Village and its inhabitants, and to prohibit cruelty to animals.~~

~~§ 7.2.2 DEFINITIONS~~

~~**ACO** means Animal Control Officer and his deputies whether Village employees or contractors, with the authority to issue citations or otherwise enforce the provisions of this chapter.~~

~~**ACTIVITY INVOLVING ANIMALS** means an activity which uses animals, including but not limited to the sale or lease of animals; the use of live animals in advertising; the operation of grooming parlors, animals shelters, animal kennels or refuges; the exhibition of animals; breeding; and rodeos.~~

~~**AGRICULTURE/COMMERCIAL PROPERTY** means any real property used for agricultural activities intended to generate income for the property owner and is zoned A/C.~~

~~**ALTER** means to render an Animal incapable of reproduction.~~

~~**ANIMAL** means any vertebrate member of the animal kingdom other than humans.~~

~~**ADULT ANIMAL** means any animal old enough to reproduce.~~

~~**ANIMAL EXHIBIT** means any animal show, petting zoo, circus, pony ride, or animal act.~~

~~**ANTI-ESCAPE DEVICE** means any humane device which prevents an animal from leaving a defined area and includes secure walls and fences.~~

~~**BITE** means a puncture or tear of the skin inflicted by the teeth of an animal.~~

~~**BREEDER** means any person involved in the controlled breeding of animals, which are registered with a nationally recognized animal registry organization.~~

~~**COMMERCIAL ACTIVITY** means an activity for which the operator is required to obtain a New Mexico gross receipts tax number.~~

~~**COMMERCIAL PROPERTY** means:~~

~~(1) — Any real property zoned and used for business purposes; or~~

~~(2) — Any vehicle used for business purposes in the Village.~~

~~**DANGEROUS ANIMAL** means an animal which:~~



~~(1) — because of some characteristic of the animal, such as a poisonous bite or sting, their size or their propensity to viciousness or aggressiveness, constitutes an obvious and significant hazard to the inhabitants or other animals of the Village; or~~

~~(2) — when unprovoked, engages in behavior that requires a defensive action by a person to prevent bodily injury to a person or animal when the person and the animal are off the property of the owner of the animal; or when the person is lawfully on that owner's property; or~~

~~(3) — when unprovoked, injures a person but the injury does not result in muscle tears or disfiguring lacerations, or require multiple sutures, or corrective or cosmetic surgery.~~

~~**DOMESTIC ANIMAL** is one which, by long continued association with humans, has become thoroughly domesticated. Domestic animals include, but are not limited to: dogs, house cats, parakeets, canaries, parrots, finches, lovebirds, cattle, sheep, swine, horses, mules, donkeys, goats, rabbits, poultry, llamas.~~

~~**ESTABLISHMENT** means a place of business together with its grounds and equipment.~~

~~**EXOTIC ANIMALS** shall include any animal declared to be exotic by United States or New Mexico statutes or regulations and the following described animals:~~

~~(1) — Class Reptilia: Order Phidia (racers, boas, water snakes, and pythons) and Order Loricata (alligators, caymans, and crocs);~~

~~(2) — Class Aves: Order Falconiforms (hawks, eagles, vultures) and Subdivision Ratitae (ostriches, rheas, cassowaries, emus); and~~

~~(3) — Class Mammalia: Order Carnivora: Family Felidae (ocelots, lions, tigers, jaguars, leopards, cougars) except commonly accepted domesticated cats; the Family Canidae (wolves, dingoes, coyotes, jackals and hybrids produced by breeding these canids with domesticated dogs) except domesticated dogs; Family Mustelidae (weasels, martins, mink, badgers, ferrets); Family Procyonidae (raccoons); Family Ursidae (bears); and Order Marsupialia (kangaroos, opossums); Order Edentata (sloths, anteaters, armadillos); Order Proboscidea (elephants); Order Primata (monkeys, chimps, gorillas); Order Rodentia (porcupines); and Order Ungulata (antelope, buffalo, deer, camels).~~

~~**FERAL ANIMAL** means abandoned or unowned dogs or cats, which were once domesticated.~~

~~**GROOMING PARLOR** means any establishment maintained for the purpose of performing cosmetological services for animals.~~

~~**GUARD ANIMAL** means any animal trained to attack humans for the protection of property. Guard animals shall be considered dangerous animals.~~

~~**HANDLER** means any person or owner who is responsible for and capable of controlling the actions and behavior of an animal.~~

~~**HEAT** means a regularly recurring state of sexual excitability during which the female animal is capable of attracting or accepting the male or is capable of conceiving.~~

~~**HUMANE DESTRUCTION** of an animal means the most readily available method of euthanasia recommended by the American Veterinary Medical Association Panel on Euthanasia.~~

~~**INTACT** means a dog, cat or ferret over six (6) months old that has not been altered.~~



KENNEL means any establishment where the animals are boarded, kept, or maintained for profit, except guard animal sites, veterinary hospitals, pet shops, grooming parlors, refuges, and shelters.

LIVESTOCK means animals used, raised, or maintained for agricultural purposes.

NUISANCE means activities, which endanger or offend the well being of Village residents or prevent the use and enjoyment of public or private property, including, but not limited to, the following:

(1) — defecation or urination on public property, or private property without the permission of the owner;

(2) — disturbing the peace, such as by persistent or continuous barking or howling;

(3) — uncontrolled breeding;

(4) — animal trespass; or

(5) — otherwise endangering or offending the well being of the inhabitants of the Village.

OWNER OF AN ANIMAL is a person who owns, keeps, or knowingly causes or permits an animal to be on his property, or in his care. The owner of property on which a stray or feral animal lives shall be considered the owner of that animal if he knowingly feeds, gives shelter to, or restrains the animal on that property.

PROVOKE AN ANIMAL means to take any nondefensive action with the intent to threaten, tease, or injure an animal.

QUARANTINE means to detain and isolate an animal suspected of contagion.

RABID ANIMAL means an animal having rabies, showing symptoms of rabies, bitten by a rabid animal, or exposed to rabies as defined by state statute.

REFUGE OR SHELTER means any establishment established to give aid, shelter, food, or comfort to animals, whether operated publicly or privately.

RESTRAINT is any humane device or measure appropriate to the animal designed to physically control the animal's movements.

RUNNING AT LARGE means any animal at large beyond the boundaries of the premises of the animal owner or keeper, unless the animal is under the physical restraint and immediate control of the animal's owner or keeper and is on a secure leash no more than ten (10) feet in length.

STRAY animal is an animal which is not physically restrained or controlled and is beyond the boundaries of the premises of the owner, is on the premises of a person other than the owner without that person's consent, or has been abandoned and has no known owner.

VACCINATION AGAINST RABIES means an inoculation with an antirabies vaccine as prescribed by regulation of the State Health Department.

VERMIN means gophers, rats, mice, pigeons, and skunks.

VETERINARIAN is a doctor of veterinary medicine licensed to practice in the State of New Mexico.

VICIOUS ANIMAL means any animal which:

(1) — kills or severely injures a person or animal so as to result in muscle tears or disfiguring lacerations, require multiple sutures, or corrective or cosmetic surgery, or

(2) — is trained, owned or harbored for the purpose of animal fighting.



An animal shall not be considered vicious due to the act of biting or attacking any person or animal unlawfully upon its owner's premises, or which is provoked to attack by the injured person or any individual in the company of the injured person.

WILDLIFE means any non-domestic mammal, bird, reptile, amphibian, fish, or any part, egg, or offspring thereof.

§ 7.2.3 ANIMAL CONTROL OFFICER (ACO)

(A)—The Mayor, with the consent of the Board, shall appoint an Animal Control Officer (ACO) and such deputies as may be deemed necessary. The duties of the ACO will be to enforce the provisions of this Article, any Regulations adopted thereunder, and all United States and New Mexico statutes and Regulations relating to animal welfare and control. The ACO shall be concerned primarily with the health and safety of the Village inhabitants as affected by animals, and secondarily with the health, safety, and welfare of animals within the Village.

(B)—The ACO shall have the authority to issue citations, but shall not have the authority to arrest. The ACO shall call a local law enforcement officer whenever an arrest is necessary to maintain the public order.

§ 7.2.4 ADMINISTRATION OF ORDINANCE

(A) — REGULATIONS.—The Board may adopt regulations and guidelines to carry out the intent and purpose of this Article.

(B) — CITATIONS AND COMPLAINTS.

(1)—Any person may file a complaint with the ACO alleging a violation of this Article. The complaint shall be sworn to by the complainant and shall include:

- (a)**—a description of the animal;
- (b)**—the location and nature of the alleged violation; and
- (c)**—identification of the owner of the animal involved or of the premises where the animal is located.

(2)—Whenever the ACO has probable cause to believe that a person has violated this Article, the ACO may issue citations to that person.

(3)—The Village attorney shall approve any complaint filed by a citizen under this Article to ensure the complaint is in proper form.

(C) — AUTHORITY TO IMPOUND.—The ACO is authorized to impound any animal that he/she determines is stray or running at large, any wildlife or animal he/she determines to be vicious or dangerous, and any animal ordered impounded by a court of competent jurisdiction. The ACO shall use an impound procedure which is designed first to protect public safety and welfare and second to safeguard the welfare of the animal. The ACO shall make a reasonable effort to immediately notify the owner of any animal impounded. The ACO shall turn over any impounded animal to a shelter for maintenance and disposal according to this Article.

(1)—Impounded animals shall, unless claimed by the owner, or adopted as provided below, be confined, housed and fed for a minimum of three (3) days for unlicensed animals, or five (5) days for licensed animals. During the confinement period, the ACO shall make reasonable efforts to contact the animal's owner and advise of the animal's confinement.



~~(2) — The adoption fee to adopt an animal shall be whatever the current contract price is for one run in the shelter times the number of days the animal has been impounded plus the cost of one dose of vaccine for disease prevention. Dogs are vaccinated for DHPP (distemper, hepatitis, parainfluenza parvo) and leptospirosis. Cats are vaccinated for feline rhinotracheitis, calicivirus, panleukopenia and chlamydia psittaci (respiratory complex).~~

~~(3) — If the impounded animal's owner is identified and contacted, the animal will be released to the owner upon payment of the impoundment fee set by the Board. In addition, the animal's owner shall pay a confinement fee of the current contract price for each day the animal was confined.~~

~~(4) — At the end of the minimum confinement period under this section, the impounded animal may be destroyed. Any animal may be kept for adoption beyond the minimum confinement period at the discretion of the ACO.~~

~~(5) — Any person finding an unattended animal upon their premises may have the animal removed by the ACO to any private or public animal shelter, which will take possession of the animal, pending proper disposition by the ACO. If no shelter is available, the person finding the unattended animal on his premises may hold the animal in his possession and expeditiously notify the ACO of the animal's status, including the animal's physical description and license or owner identification if available.~~

~~(6) — Any impounded animal not claimed by the owner or the owner's representative within the minimum confinement period designated above may be adopted by another person upon payment of the required fees, and signing a contract to spay or neuter the animal within thirty (30) days or when the animal reaches six (6) months of age.~~

~~(7) — Any impounded animal not claimed or adopted within the maximum confinement period allowed, or any animal which is sick, maimed or otherwise incapacitated beyond reasonable veterinary standards shall be delivered to the City of Albuquerque Animal Control for humane destruction.~~

~~**(D) — RIGHT OF INSPECTION.**~~

~~(1) — Pursuit of Stray. The ACO is hereby authorized to enter upon private property while in pursuit of a stray animal in order to affix any summons, notice, or official document upon the door of any residence occupied by an animal owner or responsible party.~~

~~(2) — Entry of Dwelling. Prior to entering a dwelling, the ACO must obtain the permission of the owner or occupant. However, if the owner or occupant of the premises does not give permission, and the ACO believes that a reasonable search is necessary to determine whether there are violations of this Article, the municipal court may issue a search warrant upon the ACO's sworn written statement of the facts showing probable cause for issuing the warrant. The warrant must be executed by a municipal police officer or a full-time salaried state or county law enforcement officer.~~

~~(3) — Emergency. When the ACO observes a condition in plain view on private premises, which in the reasonable judgment of the ACO creates a probability of imminent death or serious injury to an animal, the ACO may enter the premises solely for the purpose of correcting the condition or removing the animal from the condition creating the threat of death or bodily injury.~~



~~(4) — Non-waiver.~~ This Article shall not be construed to hold the Village or its authorized representatives responsible for any damage to persons or property by reason of the entry, inspection, or reinspection authorized herein or failure to enter, inspect or reinspect.

~~§ 7.2.5 RABIES~~

~~(A) — VACCINATION.~~ Any person who owns or keeps an animal, which is required by state law to be vaccinated against rabies, shall have the animal vaccinated against rabies as prescribed by regulation of the State Health Department. Antirabies vaccine shall be administered by a licensed veterinarian. All animals shall be revaccinated on or before the expiration date of the period of immunity.

~~(B) — CERTIFICATE.~~ The veterinarian who administers antirabies vaccine to any animal shall issue to the owner or keeper of the animal a serially numbered vaccination certificate containing the name and address of the veterinarian, the type of vaccine used, the initials of the producer of the vaccine, the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination, and the expiration date for the period of immunity.

~~(C) — TAGS.~~ The veterinarian who administers the antirabies vaccine shall furnish the owner or keeper with a tag bearing the certificate number and the year of vaccination. In accordance with state statute, the tag shall be affixed to the vaccinated animal and shall be worn at all times the animal is not on the premises of the owner or otherwise confined.

~~§ 7.2.6 LICENSING AND VACCINATION REQUIREMENTS FOR DOGS AND CATS.~~

~~(A) — VACCINATION, LICENSE REQUIRED.~~ No person shall own, possess or keep any dog or cat within the Village unless such animal is vaccinated and licensed with a Village animal license.

~~(B) — CERTIFICATE OF VACCINATION.~~ All owners and persons applying for a Village animal license shall present a current antirabies vaccination certificate. No license or tag shall be issued without compliance with §7.2.5, above.

~~(C) — ISSUING AGENCY; REGISTER.~~ The control of issuing Village animal licenses and tags shall be the responsibility of the Village Clerk or the Clerk's designated representative, who shall maintain a register containing the following information:

- ~~(1) — Date and number of each license and tag issued;~~
- ~~(2) — Name and address of owner; and~~
- ~~(3) — Type and date of antirabies vaccinations.~~

~~(D) — ANIMAL CONTROL OFFICERS; REPORTS.~~ The Village Clerk may delegate authority and responsibility to the designated animal control officer to assist in the issuance of licenses and tags. The clerk shall assign licenses to the animal control officer and require monthly reports reflecting information pertaining to licenses and tags sold and accounting for any fees collected. Receipts shall be centrally issued for all fees collected.

~~(E) — ISSUANCE OF LICENSE AND TAG.~~ The Village Clerk or ACO, upon receiving proof of antirabies vaccination, shall issue to the owner a license and serially numbered tag.



~~(1) — Owners will be allowed a ten (10) day grace period to license their animals with the Village from the date of renewal of the rabies vaccination.~~

~~(2) — The license shall contain the information required in § 7.2.6(C) above. All licenses and tags shall be issued for a period to expire on the expiration date of the current rabies vaccination. The shape and color of the tag may be changed from year to year.~~

~~(F) — FEES. Fees for scheduled license tags and services under this Article shall be established by resolution of the Board of Trustee of the Village of Los Ranchos de Albuquerque.~~

~~(G) — TRANSFER OF LICENSE OR TAG PROHIBITED. No person shall use any vaccination certificate or issued license tag for a different dog, cat or animal other than the animal for which the certificate or license was issued.~~

~~(H) — TRANSFER OF OWNERSHIP. If there is a change in owner of a licensed dog or cat, the new owner may have the current license or tag transferred upon payment of a transfer fee.~~

~~(I) — GUIDE DOGS, HEARING AID DOGS EXEMPT FROM FEES. Any guide dog trained to lead a blind person, and any hearing aid dog trained to aid a deaf person, or any dog trained to aid a handicapped person, shall be exempt from the licensing fees of this Section, but must otherwise comply with all the requirements of this Article.~~

~~(J) — OWNER RESPONSIBILITIES. The owner shall:~~

~~(1) — ensure that the owner's dog wears the issued license tag attached to a collar or harness at all times.~~

~~(2) — ensure that the owner's cat is licensed and vaccinated, and must have tags available on the owner's premises.~~

~~(3) — ensure that if a license tag issued under this Article is lost or destroyed, a replacement tag is obtained from the ACO.~~

~~(4) — no person shall own or possess an Intact dog, cat or ferret over the age of six (6) months old without a valid Permit ref. § 7.2.10(F) &(G). The owner of altered dog(s), cat(s) or ferret(s)' proof of sterilization by a licensed Veterinarian will be available for inspection by the ACO.~~

~~§ 7.2.7 DANGEROUS OR VICIOUS ANIMALS AND ANIMAL BITES~~

~~(A) — REPORTING BITES AND CONFINEMENT. When any person is bitten by an animal:~~

~~(1) — The person bitten or his parent or guardian and the owner or handler of the animal shall immediately notify the ACO of the bite and related circumstances.~~

~~(2) — The owner or handler of the animal, immediately and at his own expense, shall confine it securely for the number of days prescribed by state law or regulation at the place designated by the ACO, provided, however, that if the owner of the animal produces a valid and unexpired certificate of vaccination for the animal evidencing vaccination at least three (3) weeks prior to the bite. The area of confinement shall only be an area approved by the ACO.~~

~~(3) — Physicians practicing within the Village who render treatment to a person bitten shall report the bite to the ACO.~~

~~(4) — No animal may be released from confinement except by the ACO.~~



~~(5)~~—A person who has custody of an animal in confinement for biting a person shall immediately notify the ACO if the animal shows any symptoms of rabies or if the animal escapes confinement. If the animal dies while in confinement, the person having custody of the animal shall notify the ACO immediately and surrender the carcass of the animal to the ACO. The head of any animal suspected of having died of rabies shall be immediately sent to a laboratory designated by the State Health and Environment Department under procedures specified by the department.

~~(B)~~—**DANGEROUS ANIMALS.** It is unlawful for any person to keep any dangerous animal unless the animal is secured by an anti-escape device sufficient to prevent its release by anyone but the handler. The owner shall conspicuously display at least one sign on the premises where the dangerous animal is kept with an appropriate symbol warning of the presence of the animal. In addition, signs shall be posted at points no more than 200 feet apart around the area in which the animal is confined and at every entrance to the area.

~~(C)~~—**VICIOUS ANIMALS.** It is unlawful for any person to keep, sell, or give away any vicious animal. The owner of any vicious animal shall either provide proof to the ACO that the animal has been humanely destroyed, or shall surrender the animal to the ACO for humane destruction.

~~§ 7.2.8 ANIMAL CONTROL~~

~~(A)~~—**STRAY ANIMALS AND ANIMALS RUNNING AT LARGE.** It is unlawful for the owner of an animal to cause or allow the animal to run at large in or on any public property or any other property without the permission of the owner of the property. Any animal running at large in violation of this subsection is a stray animal and may be taken up and impounded by the ACO. The ACO may issue a citation to the owner whether or not the animal is impounded.

~~(B)~~—**RETENTION OF STRAY ANIMALS.** A person may restrain any stray or feral animal, or any wildlife if the person reasonably believes that the wildlife is dangerous, which enters upon that person's property; however, that person must immediately notify the ACO and surrender the animal to the ACO upon demand.

~~(C)~~—**FEMALE IN HEAT.** Except for the purpose of controlled breeding, any owner of a female dog or cat in heat shall confine the dog or cat so as to preclude breeding to the female dog or cat in heat. Owners or keepers of dogs or cats who do not comply with this Article may be required to place such dog or cat in a boarding kennel or veterinary hospital at the owner's or keeper's expense.

~~(D)~~—**RESTRICTED AREAS.** This subsection does not apply to service animals trained to assist the handicapped. The Board may authorize, by resolution, unrestrained entry on public property for specific events. The resolution shall specify the name, date and location of the event, and any conditions the Board deems appropriate. Absent such authorization, it is unlawful for a handler to allow his animal to enter or be upon:

~~(1)~~—the site, surrounding property, or improvements of the following Village property: the Village Hall on Rio Grande Boulevard; Hartnett Park adjacent to the Village Hall on Rio Grande Boulevard; and the Old Village Hall on Green Valley Road.

~~(2)~~—public property not described in subparagraph § 7.2.8(D)(1) above, including public rights-of-way unless (a) the animal is restrained or under the control of its owner or handler; or (b) unrestrained entry is authorized for a specific event.



~~(3) — any private property without the consent of the owner or resident.~~

~~(E) — INJURY TO ANIMALS.~~ Any person who caused injury to any animal shall immediately take all reasonable steps to prevent further injury to the animal and provide whatever aid may be reasonably possible. The person shall make a reasonable attempt to notify the animal's owner or if the owner is not known or available, the ACO. The notification shall describe the incident and the injuries. If the injured animal can be restrained at the scene, the person shall remain at or near the scene until the owner or the ACO arrives. In case of severe injury to the animal, a person may take the animal to a licensed veterinarian. Drivers of emergency vehicles responding to emergencies are excluded from this provision.

~~(F) — HOARDING/ANIMAL LIMITS.~~ No resident of the Village of Los Ranchos may have more than six (6) adult dogs or cats in total unless that individual is a breeder, owner or operator of a kennel, is a veterinarian having such animals in his/her care for temporary business purposes at a registered place of business or has been granted a permit for more animals pursuant to § 7.2.10 of this Article.

§ 7.2.9 PROHIBITED ACTIVITIES

~~(A) — PROHIBITED ACTIVITIES.~~ It shall be a violation of this Article for any person:

~~(1) — To possess, manufacture or use stolen, counterfeit, or forged permits, authorizations, licenses, or certificates required under this Article or to use any valid certificate or permit for an animal or use other than the one for which the certificate or permit was issued;~~

~~(2) — To attack, assault, or physically threaten or interfere with the ACO in the performance of its duties under this Article;~~

~~(3) — To provoke or entice an animal to leave an area where it is allowed;~~

~~(4) — To maintain an animal under conditions constituting a nuisance;~~

~~(5) — To willfully or maliciously maim, disfigure, torture, beat, mutilate, burn, scald, provoke, cruelly set upon, drive over or in any manner treat with cruelty any animal;~~

~~(6) — To give or make accessible to any animal, with the intent to injure or harm the animal, a substance which is harmful or toxic material to the animal;~~

~~(7) — To use animal traps which, by design, will cause pain or death;~~

~~(8) — To destroy or rob any nest or den in use by wildlife;~~

~~(9) — To willfully or maliciously kill or attempt to kill any animal;~~

~~(10) — To fail, refuse, or neglect to provide proper and appropriate care and maintenance for an animal in his charge or custody, which shall include:~~

~~(a) — proper food, drink, shade, ventilation, and necessary medical care;~~
and

~~(b) — shelter, which shall be a weatherproof and structurally sound enclosure large enough to accommodate the animal.~~

~~(c) — drainage, which shall include ensuring that the animal pens and stalls and holding areas drain adequately to provide a safe and disease free environment for the animal.~~

~~(11) — To abandon any animal within the Village;~~



~~(12) — To promote, manage, conduct, carry on, or attend any game, exhibition, contest, or fight within the Village in which any animal participates for the purpose of injuring, killing, maiming, or destroying itself or any other animal;~~

~~(13) — To offer any live animal as a premium, prize, award, novelty, or incentive to purchase merchandise;~~

~~(14) — To sell, offer for sale, barter, or otherwise dispose of any animal except in accordance with applicable Village ordinances and state and federal statutes and Regulations;~~

~~(15) — To transport any animal in the open bed of a moving motor vehicle without a physical restraint to keep it from jumping or falling from the vehicle and to prevent strangulation; or~~

~~(16) — To leave an animal in a vehicle for a length of time which could result in danger to or death of the animal. If the ACO determines that an animal in an enclosed vehicle is in immediate danger, the ACO may enter the vehicle by whatever means is necessary, without being liable to the owner of the vehicle, and take the animal into protective custody.~~

~~(17) — To fail to maintain all animal pens, corrals and property in a sanitary manner.~~

~~(18) — To keep or harbor a vicious animal within the Village.~~

~~(B) — EXCEPTIONS. Notwithstanding the foregoing prohibitions, it shall not be a violation of this Article:~~

~~(1) — To use reasonable force to drive off vicious, dangerous, or trespassing animals;~~

~~(2) — To eradicate or destroy vermin;~~

~~(3) — For the owner of an animal to humanely destroy the animal;~~

~~(4) — To humanely destroy an animal by the ACO in accordance with requirements of this Article;~~

~~(5) — For the ACO or veterinarian to humanely destroy an animal in an emergency situation when such destruction, in the opinion of the ACO, is reasonably required to protect public health and safety, to relieve the suffering of a mortally wounded animal, or under any conditions where destruction is allowed by state law. There shall be no liability of the ACO or veterinarian for such acts.~~

~~§ 7.2.10 SPECIALLY PERMITTED ACTIVITIES INVOLVING ANIMALS~~

~~(A) — ACTIVITIES. It shall be a violation of this Article for any person, without first obtaining a valid permit issued by the Mayor:~~

~~(1) — To receive, purchase, own, or keep any exotic animal, provided however that:~~

~~(a) — The addition of new exotic animals into a collection by the reproduction of members of the collection or by replacement in the same number and zoological species as the new members replace shall not require an additional permit during the period for which the existing permit is valid for the original animals;~~

~~(b) — If prior to renewal of an exotic animal permit more than one initial permit has been issued to the applicant, the permits may be consolidated so that~~



only one renewal permit shall be required and the renewal date for the consolidated permit shall be the date of issuance of the initial permit; and

~~(c) — Owners of exotic animals who apply for a permit under this Section shall submit a health certificate from a licensed veterinarian to the ACO within fourteen (14) days of acquisition of the animal which certifies that the animal is in good health and has been properly vaccinated.~~

~~(2) — To receive, purchase, own, or keep any guard animal;~~

~~(3) — To engage in commercial activities involving the breeding, sale, barter, use, or demonstration of animals, provided that this shall not apply to livestock used in farm, ranch, or agricultural activities;~~

~~(4) — To engage in non-commercial activities involving the breeding, sale, barter, use, or demonstration of animals when those activities are available and advertised to the general public, provided however that this shall not apply to livestock used in farm, ranch, or agricultural activities;~~

~~(5) — To engage in recognized rescue and rehabilitation activities which involves the keeping and caretaking of animals for periods greater than sixty (60) days, or with animals in greater numbers than is permitted by § 7.2.8(F), above.~~

~~(B) — EXCLUSIONS. Zoological parks, licensed veterinary activities, humane society shelters, public laboratories, and educational or scientific facilities are excluded from the permit requirements of this Section, but must obtain appropriate business registration from the Village.~~

~~(C) — APPLICATION. An application for a permit shall be filed with the Village Clerk on forms provided by the ACO and shall require information necessary to determine that the applicant has sufficient knowledge and facilities to comply with Village ordinances governing the activity for which the permit is being issued. At least fifteen (15) days prior to consideration, the applicant shall:~~

~~(1) — Notify adjacent landowners, as shown by the records of the county assessor, of the nature of the application and the proposed date of consideration and approval. Notice shall be by first class mail or by personal service with receipt acknowledged;~~

~~(2) — Post and maintain written notice on the premises involved, as provided and where instructed by the ACO. The applicant is responsible for removal of the written notice within five (5) days after approval or denial; and~~

~~(3) — Prior to consideration, present proof of compliance with the notice provisions to the Village Clerk. Failure to comply with the notice requirements is grounds for deferral or denial of the application.~~

~~(D) — PUBLIC COMMENT. Interested persons may file written comments or objections with the Village Clerk prior to consideration of the application.~~

~~(E) — CONSIDERATIONS. In determining whether to issue the permit, the Mayor shall consider the following factors:~~

~~(1) — Objections and comments from interested persons;~~

~~(2) — Factors relevant to a home occupation license;~~

~~(3) — Factors affecting the residential or agricultural nature of the neighborhood;~~

~~(4) — Standards established by this Article and other applicable laws and Regulations;~~



- (5) — Previous revocations or suspensions of like permits;
- (6) — The public health, safety, and welfare; and
- (7) — Any potential danger or nuisance posed by the proposed use or activity.

(F) — APPROVAL. Within thirty (30) working days of receipt of an application for a permit, the ACO shall review the application, shall make inspections and investigations he/she deems necessary, and shall submit a report with recommendations to the Mayor. Within forty-five (45) working days after receipt of an application, the Mayor shall approve or deny the application and inform the applicant, in writing, of the decision. An approval may be granted with reasonable conditions. A denial shall state the reasons therefor. If the permit is approved with conditions, the conditions must be met within thirty (30) days of notification of the conditional approval and before the permit is issued.

(G) — CONDITIONS. Permit conditions include:

- (1) — Permits are not transferrable to another person or location, except that the location of guard animals can be changed upon five (5) days notice to the ACO;
- (2) — Permits for activities or locations open to the public shall be posted in a conspicuous place at all permitted premises;
- (3) — The permittee shall notify the ACO, in writing, of any changes in conditions or circumstances listed or described in the original application;
- (4) — The permittee shall keep and make available to the ACO upon reasonable notice any records required to verify compliance with this Article and the permit conditions;
- (5) — The permittee shall consent to inspection by the ACO of the premises where the animals are kept upon reasonable notice and during regular working hours; and
- (6) — Permits shall expire on December 31st of each year. Renewal of permits shall be filed thirty (30) days before the date of expiration. Failure to renew permits as specified shall result in the assessment of a penalty fee as established by the Board, in addition to the cost of the permit.
- (7) — Along with the facilities and care standard requirements for permitted premises in this Section, exotic animals shall also be kept and cared for so that they do not endanger the safety of any persons or property. Owners and keepers of exotic animals shall comply with all federal and state laws, regulations and statutes regarding exotic animals.
- (8) — The holder of an exotic animal permit must notify the ACO when changing residence or the location of the animal, or selling or otherwise disposing of the animal for which the permit was issued.
- (9) — The ACO may impound any exotic animal for failure to comply with this Article by using a procedure, which is most likely to protect the public in the case of a dangerous exotic animal.
- (H) — RENEWALS.** An application for renewal shall be filed no more than forty-five (45) and no less than thirty (30) days prior to the date of expiration with payment of the annual fee. Application and inspection procedures for permit renewals shall be the same as those for new applications except that notification to adjoining land owners shall not be required.
- (I) — SUSPENSION AND REVOCATION.**



~~(1) — Suspension. If the ACO determines that a permittee has violated a condition of his permit, the ACO shall serve written notice of the violation on the permittee in person or by first class mail. The notice shall describe the specific violations, establish a reasonable period of time for correction of the violation not to exceed thirty (30) days, advise the permittee that the permit could be suspended or revoked if the violation is not corrected, and advise the permittee that he has ten (10) days in which to respond to the notice.~~

~~—— After consideration of the response, the Mayor shall suspend the permit if he determines that the conditions of the permit were violated and have not been corrected within the time allowed.~~

~~—— Within thirty (30) days of the date of suspension, the permittee may apply for reinstatement if he certifies in writing that the violations, which formed the basis for the suspension, have been corrected. The Mayor shall grant or deny the application within ten (10) days after the date of application and after investigation and recommendation by the ACO.~~

~~(2) — Revocation. The Mayor shall revoke any permit which has been suspended three times in any one year.~~

~~**(J) — APPEALS.**~~

~~(1) — Any applicant, adjoining land owner, or Village resident may appeal from the approval, denial, suspension, revocation or renewal of a permit. The appeal must be in writing and served upon the Village Clerk within thirty (30) days after the action appealed from. Written notice of the appeal must be given to the applicant and all adjoining landowners and any residents who filed written comments or objections with the ACO or the Mayor. Notice shall be given by first class mail or by personal service.~~

~~(2) — The appeal shall be heard by the Board at the next regularly conducted administrative meeting, at least ten (10) days after notice is given. The Board may sustain, modify, or rescind the action of the Mayor and shall state the reasons for its action on appeal.~~

~~**(K) — FEES.** Fees for new permits and for permit renewals shall be as established by resolution of the Board, provided however that there shall be no fees for permits or renewals applied for pursuant to Section 10(A)(4).~~

§ 7.2.11 PROVISIONS RELATING TO LIVESTOCK

~~—— The provisions of this Section of the Animal Welfare Ordinance shall apply to any animals considered to be livestock. These animals include, but are not limited to, horses, cattle, pigs, sheep, goats, rabbits, fowl or alpacas. The preceding list is to be construed as an example of agricultural animals or livestock, and not to be construed as a limitation to the animals specifically listed herein.~~

~~**(A)** — The mere keeping of livestock does not constitute a nuisance unless the livestock/agricultural animals are kept in such a manner as to violate the specific provisions of this Section. Further, as specifically provided in § 7.4.1 *et seq.*, Nuisances, Misconduct, and Common Offenses, noise made by livestock or agricultural animals may not constitute a nuisance and may not be construed, in any way, to violate the provisions of this Section.~~

~~**(B)** — No animal waste shall be permitted to enter any irrigation ditch or adjacent property.~~



(C) — All owners or operators of properties containing livestock must develop and maintain a system to mitigate insects or pests attracted to animals or to animal waste.

(D) — Any person with more than one cow, horse, mule or donkey per 10,000 square feet of open lot area or more than 2000 square feet of open lot area for any other livestock must submit to the Village a drainage plan, waste management plan, dust mitigation plan and vermin/pest mitigation plan consistent with guidelines as developed by the Village from time to time. Such plan shall be approved by both the Animal Control Officer and the Planning and Zoning Director. Denial or approval may be appealed to the Planning and Zoning Commission. The Village retains the right to require changes to the plan if the approved plan is not accomplishing the intended effect.

§ 7.2.12 ENFORCEMENT AND PENALTIES

(A) — **PENALTY ASSESSMENT MISDEMEANORS.** Any violation of Sections 5, 7 or 11 of this Article shall be a penalty assessment misdemeanor. The ACO shall offer the alleged violator the option of acknowledging guilt of the offense, foregoing a court hearing, and accepting a penalty assessment as established by resolution of the Board for the first offense, or of having the matter set for a court hearing. However, the offer of a penalty assessment in lieu of a court hearing for each additional offense that occurs within one year of the first offense shall be twice the prior penalty assessment.

(1) — **Acceptance of Penalty Assessment.**

(a) — If the alleged violator accepts the penalty assessment, his signature on the penalty assessment notice constitutes an acknowledgment of guilt of the offense stated in the notice.

(b) — If the ACO contacts the owner of the animal before transporting the animal to the shelter pursuant to § 7.2.4(C), and the owner accepts the penalty assessment, the owner shall have the animal released to his immediate custody.

(c) — Payments of penalty assessments must be received in the Village Office within thirty (30) days from the date of citation. If the violation was under § 7.2.5 of this Article, payment must be accompanied by proof of rabies vaccination.

(2) — **Rejection of Penalty Assessment.**

(a) — An alleged violator who chooses a court hearing shall be served with a citation requiring him to appear before the Municipal Court at a date and time stated in the citation. The citation may be served by mail or in person.

(b) — The court shall have discretion to impose any penalties up to the maximum permitted by state law upon an alleged violator who chooses a court hearing and is convicted of the offense charged.

(B) — **APPEARANCE.** Any person charged with any violation of any section other than sections 5, 7 or 11 of this Article shall be served with a citation requiring the alleged violator to appear before the Municipal Court at a date and time stated in the citation. The citation may be served by mail or in person. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such under this Article.



~~(C) — MAXIMUM PENALTY.~~ The maximum combined sentence of imprisonment that may be imposed for all offenses shall not be greater than one hundred seventy nine (179) days and the combined maximum fine shall not exceed five hundred dollars (\$500.00):

~~(D) — MINIMUM FINES.~~ Minimum fines may be established by resolution of the Board of Trustees.

~~Ordinance and State Law References regarding Chapter 7, Article 2 (f/k/a Chapter 3):~~

~~Ordinance #105, July 22, 1992;~~

~~Animals § 3-18-3 NMSA 1978;~~

~~Dogs §§ 77-1-12, 77-1-13 NMSA 1978;~~

~~Municipal Court Search Warrants SCRA Rule 8-207;~~

~~Maximum Penalty for violation of ordinances: § 3-17-1 (C)(1) NMSA 1978.~~



ARTICLE 2. ANIMAL CONTROL

- SECTION 1. In General
- SECTION 2. Administration
- SECTION 3. Animal Control Impoundment Procedures
- SECTION 4. Permits Required
- SECTION 5. Owners' Duties and Prohibited Activities
- SECTION 6. Wild Animals; Canine Hybrids
- SECTION 7. Enforcement and Penalties

§ 7.2.1 IN GENERAL

(A) Short Title and Legislative Intent.

(1) This Article shall be known and may be cited as the "Village of Los Ranchos Animal Control Ordinance."

(2) It is the intent of the Board of Trustees that enactment of this Article will protect animals from neglect and abuse, will protect residents from annoyance and injury, will encourage responsible ownership of animals as pets, will assist in providing housing for animals in a control center and will partially finance the Animal Control Officer's functions of housing, enforcement and recovery. It is the intent of the Board of Trustees to organize and utilize advisory groups to assist with improving public awareness about subjects pertaining to the enactment of this Article.

NOTE: All definitions are italicized in the body of the ordinance for clarity.

(B) Definitions.

For the purposes of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Abandon means to leave an animal for more than 24 hours without making effective provisions for its proper feeding and care.

Adequate food means access to and the provision of food that is appropriate to the species and of sufficient quantity and nutritive value to maintain each animal in good health; is easily accessible to each animal; is prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal; is provided in a clean and sanitary manner; is placed so as to minimize contamination by excrement and pests; and is provided at suitable intervals for the species, age, and condition of the animal, but at least once daily, except as prescribed by a licensed veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species.

Adequate living area means adequate space for exercise suitable to the age, size, species and breed of animal and includes adequate shelter and shade independent of shelter.

Adequate shelter means provision of and access to shelter that is suitable for species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species.

Shelter for companion animals shall consist of the following:

(a) Inside the residence of the animal's owner.

(b) A shelter that is an enclosed structure of appropriate dimensions for the breed and size of the animal, consisting of four sides, a roof, an entryway, a floor, and suitable insulation protecting the animal from the elements.

(c) A structure, including, but not limited to a garage, barn or shed, that is sufficiently insulated and ventilated to protect the animal from exposure to extreme temperatures or, if not sufficiently insulated and ventilated, contains a shelter as provided in the balance of this paragraph that is accessible to the animal.

Adequate space to prevent overcrowding includes but is not limited to sufficient space to allow animals restrained together to be able to move freely, turn around and lie down without having to come into contact with another animal or the sides of the enclosure.

Adequate space for exercise for confined animals shall include but not be limited to provision within the adequate living area of space that enables the animal to sit, hop, stand or rear up on its hind legs, run, jump, and play with others of its species or with toys without hitting him/herself against the top of the enclosure.

Adequate water means constant access to a supply of unfrozen, potable water, provided in a sanitary manner suitable for species, in sufficient amounts to maintain good health. Such water will be provided in a manner that prevents the container from being overturned.

Animal means any vertebrate member of the animal kingdom except humans.

Animal Control means the staff, facility, programs, shelter, lot, premises, and buildings maintained and/or contracted by the Village for the implementation of the control and care of animals.

Animal Control Officer means the Village Animal Control Officer or supervisor or his or her designated representative(s).

Animal fighting paraphernalia means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to: (1) instruments designed to be attached to the leg of a bird, such as boxing gloves, knife, gaff, or other sharp instrument, (2) items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives, and (3) the presence of any animal that appears to be a fighting animal alone or together with animals suspected of being used as bait animals including but not limited to rabbits, cats, and other dogs.

Bait animal is an animal used to train and/or condition other animals to fight and includes but is not limited to dogs, cats, and rabbits exposed to attack by other animals used or trained to be used in fighting or to make the attacking animal more confident and aggressive.

Bite means an actual puncture or tear of the skin inflicted by the teeth of an animal.

Bona fide animal show includes events sanctioned by organizations such as the American Kennel Club (AKC) or North American Dog Agility Council (NADAC), generally organized by local clubs, and including conformation events or performance events such as obedience, agility, and tracking.

Breeder means a person who keeps, maintains or harbors any intact companion animal for the purposes of breeding.

Breeding means permitting, either intentionally or unintentionally, any animal to produce offspring.

Canine hybrid means:

- (1) Any canine which has or had a pure wolf or pure coyote as a parent or grandparent; or

(2) An animal represented by its owner to an Animal Control Officer, law enforcement officer, or to a veterinarian to be the offspring, cross, mix, or hybrid of a wolf or coyote within the preceding two generations; or

(3) Any animal which, because of its pure wolf or pure coyote ancestry, cannot be vaccinated against rabies.

Companion animal means, but is not limited to, dogs, cats, ferrets, guinea pigs, domestic rabbits, and pot-bellied pigs.

Confinement means detainment or isolation of an animal.

Dangerous animal means any of the following:

(1) An animal which, when unprovoked, engages in behavior that requires a defensive action by a person to prevent bodily injury to a person or another animal which is off the property of the owner of the animal in question; or

(2) An animal which, when unprovoked, injures a person or another animal in a manner which does not result in muscle tears or disfiguring lacerations, or require extensive corrective or cosmetic surgery; or

(3) An animal which, because of its poisonous sting or bite, would constitute a significant hazard to the public.

Designee or designated representative means the Animal Control Officer or other appropriate staff.

Enclosed means a parcel of land completely surrounded at the perimeter by a wall or fence of sufficient height and strength to contain animals within. Establishment means a place of business together with its grounds and equipment.

Grooming parlor means an establishment or part thereof maintained for the purposes of performing cosmetological services for animals.

Guard dog means a dog that is used to protect a commercial property, but excludes a dog used exclusively to guard livestock.

Household means the collection of individuals, related or not, who reside at one street address.

Kennel means a commercial establishment operating for intended profit where dogs or cats are boarded, kept, or maintained.

Kennel area is a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure.

Licensed veterinarian means an individual with a doctor of veterinary medicine degree who is licensed to practice in the state.

Livestock means horses, cattle, pigs, sheep, goats, fowl, or any other domestic animals typically used in the production of food, fiber, or other products or activities defined by the Animal Control Officer as agricultural.

Multiple animal site means any property where the number of dogs or cats owned, harbored or kept exceeds the number of animals allowed in § 7.2.5 (B) of this Article and are not otherwise included within the definition of professional animal site or shelter site.

Owner/responsible party means a person 18 years of age or older or the parent or guardian of a person under 18 years of age who owns, harbors, keeps an animal, has one in his or

her care, or permits an animal to remain on or about the premises owned or controlled by him or her.

Person means an individual, household, firm, partnership, corporation, company, society, association or legal entity, and every officer, agent or employee thereof.

Pet shop means any premises, or part thereof, open to the public which engages in the purchase, sale, exchange or hire of animals of any type, except the term shall not apply to premises used exclusively for the sale of livestock.

Potable water means water that can be consumed without concern for adverse health effects.

Premises means a parcel of land and the structures thereon.

Professional animal site means any kennel, grooming parlor, or pet shops, with the exception of sites solely dedicated to livestock, state inspected veterinary hospitals and federally inspected laboratory facilities and zoos.

Qualified assistance animal means:

- (1) A dog trained or being trained by a recognized school for training dogs to assist persons with disabilities; or
- (2) An animal recognized as a service animal pursuant to the Americans with Disabilities Act of 1990; or
- (3) Any other animal approved by the governor's committee on concerns of the handicapped as acceptable in public places and trained to provide some special assistance to a person with a disability.

Quarantine means detention and isolation of an animal in order to observe for rabies.

Rabbit as used in this Article may be either a companion animal or livestock.

Research facility means any school, institution, organization or person as defined in the Animal Welfare Act of 1970, 7 U.S.C. § 2132, and recognized as exempted from the anticruelty provisions contained in NMSA 1978, § 30-18-1.

Shade independent of shelter includes, but is not limited to, trees, shrubs, bushes, patios, awnings or other natural or manmade structures that permit animals to be sheltered from direct sunlight in a manner that provides adequate space to prevent overcrowding.

Shelter facility means a non-profit animal facility operated for the purpose of bringing aid and comfort to a number of dogs or cats that exceeds the number of animals allowed in § 7.2.5 (B) of this Article.

Shelter site means a non-profit facility operated for the purpose of bringing aid or comfort to a number of dogs or cats that exceeds the number of animals allowed in § 7.2.5 (B) of this Article.

Show animal means a dog or cat, which is registered with a recognized registry organization, or is a member of a breed which is not eligible to be registered if that breed has been approved by the Animal Control Officer, and which is involved in bona fide animal shows.

Sterilized means to be rendered permanently incapable of reproduction.

Stray means an animal found running at large.

To run or running at large means any animal free from physical restraint beyond the boundaries of the owner's premises.

Vaccination means protection provided against rabies by inoculation with a vaccine as required by NMSA 1978, § 77-1-3.

Vicious animal means an animal which kills or severely injures (so as to result in muscle tears or disfiguring lacerations, require multiple sutures, or extensive corrective or cosmetic surgery) a person or domesticated animal. Vicious animal does not include an animal which bites, attacks or injures a person or animal that is unlawfully upon its owner's premises. The provocation of an animal by a person is an affirmative defense to a charge of keeping or harboring a vicious animal.

Village means the area within the jurisdictional boundaries of the Village of Los Ranchos de Albuquerque, including privately owned land, excluding the area within the limits of any incorporated municipality or within the jurisdiction of the United States government or the State of New Mexico.

§ 7.2.2. ADMINISTRATION

(A) Rules and Regulations.

Reasonable rules and regulations may be prescribed by the Board of Trustees to carry out the intent and purpose of this Article, pursuant to standards created by this Article. The Board of Trustees may delegate its powers to the Animal Control Officer as it may deem expedient. An Animal Control officer shall carry appropriate identification. Identification is to be surrendered to the Village upon cessation of employment.

(B) Procedures and Complaints.

A complaint alleging any violation of this Article may be filed with the Animal Control Officer by a person who has personal knowledge of such violation and who can identify the owner of the animal involved or the premises where the animal is located. The Animal Control Officer may require the complainant to provide his name and address and swear to and affirm the complaint.

It is unlawful for any person to intentionally make a report to the Animal Control Officer, which that person knows to be false at the time of making it, alleging a violation by another person of any violation of the Village of Los Ranchos Animal Control Ordinance.

(C) Procedures for Animal Control Officer.

(1) The Animal Control Officer shall have the authority, and are directed to investigate upon probable cause, any alleged violation of this Article or of any law of the State of New Mexico relating to the care, treatment, control and prevention of cruelty to animals.

(2) Animal Control Officer is authorized to inspect premises as necessary to perform their duties. If the owner or occupant of the premises objects to inspection, a warrant shall be obtained from a court of competent jurisdiction prior to inspection. No warrant shall be necessary if probable cause exists to believe that there is an emergency requiring such inspection or investigation.

(3) Whenever the Animal Control Officer has probable cause to believe that a person has violated this Article, the Animal Control Officer may prepare a criminal complaint to be filed with the appropriate court or prepare a citation for the alleged violator to appear in court. The citation shall contain the name, address, date of birth and telephone number, if known, of the person violating this Article, the driver's license number of such violator, if known, the code section allegedly violated, and the date and place when and where such person allegedly committed the violation, and the location where such person shall appear in court and the deadline for appearance. The Animal Control Officer shall present the citation to the person he has probable cause to believe violated the code section in order to secure the

alleged violator's written promise to appear in court by having the alleged violator sign a copy of the citation. The Animal Control Officer shall deliver a copy of the citation to the person promising to appear.

(4) If the alleged violator refuses to give his written promise to appear, the Animal Control Officer shall prepare a criminal complaint with the Village of Los Ranchos Municipal Court.

(D) Fees for Permits.

Fees for permits required pursuant to this Article shall be established and adopted through resolution by the Board of Trustees.

§ 7.2.3. ANIMAL CONTROL IMPOUNDMENT PROCEDURES

(A) Impounding Animals.

(1) An Animal Control Officer may take up and impound in any Shelter Facility or Shelter Site a stray or any animal kept or maintained contrary to the requirements of this Article.

(a) The animal may be confined in accordance with the facilities regulations.

(b) The owner/responsible party shall be responsible for all impound fees, boarding fees, and other costs whether or not the animal is reclaimed.

(c) An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of a \$75.00 intact fee for the sterilization deposit and impoundment fees imposed by the shelter, and the owner shall sign an agreement stating he will sterilize the animal within 30 days after release or will obtain a breeder permit, intact permit, or its equivalent.

(d) Any stray which is not reclaimed or adopted may be humanely destroyed in accordance with the impound facility's regulations.

(2) An Animal Control Officer may take up and impound in any designated Animal Control Facility a stray or any livestock kept or maintained contrary to the requirements of this Article.

(a) The owner/responsible party shall be responsible for all reclaim fees, boarding fees, and other costs at time of reclaim.

(b) The Animal Control Officer may require inspection of enclosures for livestock and the living conditions of animals kept outdoors prior to reclaim.

(3) The Animal Control Officer shall maintain, for a reasonable period of time or as required by statute, a record of all animals impounded. At least the following information shall be included:

(a) A complete description of the animal;

(b) The manner and date of its acquisition;

(c) The date, manner, and place of impoundment;

(d) The impoundment number.

(4) Owners requesting removal of an animal shall be required to sign an owner's release at the time of impoundment.

(5) If a stray animal is not wearing a current rabies tag and is deemed critically injured or critically ill an Animal Control Officer may deliver the animal to a licensed veterinarian for euthanization. A report must be filed by the Animal Control Officer.

(6) Whenever the Animal Control Officer finds that any animal is or will be without adequate care because of injury, illness, incarceration or other absence of the owner or person responsible for the care of such animal, the Animal Control Officer may take up such animal for protective care. The owner of the animal may reclaim the animal after paying all required fees and costs imposed by the impound facility. If the animal is unclaimed at the end of the protective custody period, the animal may be humanely destroyed or otherwise disposed of by the impound facility.

(B) Seizure of Animals, Excluding Livestock.

(1) A peace officer or Animal Control Officer who reasonably believes that the life or health of an animal is endangered due to violation of any provision in this Article may apply to the district court or the municipal court for a warrant to seize the animal(s).

(2) If the court finds probable cause that the animal's life or health is endangered as a result of the violation of any provision of this Article, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within 30 days unless the Village demonstrates good cause for a later time.

(3) Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.

(4) If the owner of the animal cannot be determined, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.

(C) Seizure of Livestock.

(1) A peace officer or Animal Control Officer who reasonably believes that the life or health of livestock is endangered because of the violation of any provision in this Article may apply to district court or municipal court for a warrant to seize the allegedly endangered livestock.

(2) On a showing of probable cause to believe that the life and health of livestock is endangered as a result of the violations of any provision of this Article, the court shall issue a warrant and set the matter for hearing as expeditiously as possible within 30 days unless the Village demonstrates good cause for a later time. Seizure as authorized by this section shall be restricted to only those livestock allegedly being kept in a manner that their life or health is endangered. The Animal Control Officer shall establish procedures for preserving evidence of violations of this Article.

(3) The court executing the warrant shall notify the Animal Control Officer, have the livestock impounded, and give written notice to the owner of the livestock of the time and place of the court hearing.

(4) After all interested parties have been given an opportunity to present evidence at the hearing and if the court finds that the owner has endangered life or health of the livestock by violating any provision contained in the Article, the court shall order the impoundment of the livestock until the resolution of proceedings for the ordinance violations. If the court does not find that probable cause exists that the owner has violated any provision in this Article, the court shall order the livestock returned to the owner.

(D) Retention of Strays or Owner-Surrendered Animals.

(1) No person shall, without the knowledge and consent of the owner, hold or retain possession of any animal for more than 24 hours without first reporting the possession of the animal to the Animal Control Officer.

(2) The report shall contain the person's name and address, a true and complete statement of the circumstances under which he took up the animal, and the precise location where the animal is confined.

(3) No person having such an animal in his possession shall refuse to immediately surrender the animal to an Animal Control officer upon demand.

(4) Any stray animal identified by microchip or any other identification must be called into the Animal Control Officer.

§ 7.2.4. PERMITS REQUIRED

(A) General Provisions.

(1) Valid permits are required to operate a multiple animal site, professional animal site, or shelter site, breed dogs or cats, have a litter of dogs and cats, possess a guard

dog or possess an intact dog or cat that has been impounded as a stray. A person may obtain a permit under the following conditions:

(a) Submission of an application which shall include sufficient information to identify the name and address of the permit holder and owner for the property or site and payment of an annual permit fee at the office of the Animal Control Officer. Failure to renew the permit within 30 days of the expiration date may result in the assessment of a penalty fee in addition to the cost of the permit.

(b) Multiple animal site, professional animal site and shelter site permits require a demonstration of a certification of zoning and land use from the Village of Los Ranchos Planning and Zoning Commission.

(c) Upon presenting proper identification and with notice, an Animal Control Officer shall be allowed access to any multiple animal site, professional animal site or shelter site for the purpose of inspection. Permits may be suspended for failure to comply with the requirements of this Article, as well as for violation of other applicable laws, regulations, and ordinances.

(d) Permits must be posted in a conspicuous place on the permitted premises and are nontransferable.

(e) All permit holders engaging in any commercial activity involving the sale of animals shall comply with the Village Of Los Ranchos Business License Ordinance.

(B) Site Permit Requirements.

(1) Multiple animal sites, shelter sites and professional animal sites are required to meet all other provisions of the Village of Los Ranchos Animal Control Ordinance and the following standards: Food and unused bedding shall be stored in a location which protects it against excessive moisture, infestation and contamination. Perishable food shall be refrigerated.

(2) The kennel area shall be kept clean and sanitary in a way that protects animals from disease and injury. Animals shall be protected from cleaning agents during cleaning. Provisions shall be made to remove animal and food waste and clean or remove soiled bedding at minimum daily and as often as necessary to maintain the conditions in accordance with this Article. Disposal shall be made so as to minimize vermin infestation, odors and the spread of disease.

(3) Kennel area buildings and fences shall be structurally sound and kept in good repair to keep animals clean and dry, protect them from injury, contain them and keep predators out. Walls and floors shall be constructed of material impervious to moisture and easily sanitized. Adequate drainage shall be maintained and, when required, drains shall be constructed and operated in accordance with state, county and Village regulations and kept in good repair.

(4) Fresh air in kennel area buildings shall be provided by windows, doors, vents or air conditioning. Ventilation shall minimize drafts, odors and moisture condensation.

(5) Each animal shall be kept in compatible groups and have adequate space to prevent overcrowding. Kennel areas holding cats must contain an adequate number of litter boxes.

(6) All animals housed in the kennel area shall be provided with an adequate living area.

(7) Unsterilized female animals shall be segregated when in estrous except for breeding purposes.

(8) Each animal shall be observed daily by the person named on the permit or his/her designee. Any animal in need of veterinary attention, either due to illness, injury or disease, shall be provided such attention immediately. Ill and injured animals shall be segregated from other animals based on veterinary recommendations to prevent disease spread or further injury.

(9) Insects, parasites and rodents shall be controlled.

(10) A valid rabies certificate signed by a licensed veterinarian shall be present for each dog and cat housed at the kennel facility.

(11) Records of animal inventory, including acquisitions and dispositions, inoculations, and disease control and prevention programs shall be maintained and available for inspection by an Animal Control Officer.

(C) Breeder Permit.

(1) No person shall keep, maintain or harbor any intact companion animal for the purposes of breeding without a breeder permit. Each dog or cat used for the purposes of breeding shall have a breeder permit. The resultant offspring shall not be sold for resale to commercial outlets or for the purpose of research.

(2) A female dog or cat shall have no more than one litter in any consecutive 12-month period.

(3) Upon presenting identification and with notice an Animal Control Officer shall be allowed access to any premises housing any animal with a breeder permit for the purpose of an inspection.

(D) Litter Permit.

(1) The owner of an intact female dog or cat bred intentionally or unintentionally that does not possess a breeder permit is required to obtain a litter permit for each litter.

(2) Subsequent to the issuance of a litter permit, the permitted animal shall be sterilized within 120 days of the issuance of the litter permit.

(E) Requirements for Sale of Offspring.

(1) No person shall advertise, barter for, sell, or give away any puppy or kitten unless the applicable permit number is displayed legibly in all advertisements. The owner shall furnish the litter permit number or breeder permit number to any potential recipient upon request.

(2) Puppies and kittens can only be bartered for, sold, given away or otherwise transferred or conveyed from the residential location listed on the litter permit or breeder permit. Puppies or kittens being bartered for, sold, given away or otherwise transferred or conveyed on public or commercial property, even with the commercial property owner's permission, are in violation of this Article.

(F) Intact Animal Permit.

(1) Any person having a stray unsterilized dog or cat returned to him or reclaiming an impounded unsterilized dog or cat will obtain an intact animal permit or have the animal sterilized within 60 days of return. The permit shall be issued upon payment of the required permit fee and proof of current rabies vaccination for the animal. The permit will be renewed annually until proof of sterilization has been provided to the Animal Control Officer.

(2) Any animal found running at large twice shall be sterilized within 30 days of the second offense.

(3) An intact animal permit is required to keep a dog or cat exempt from being sterilized as mandated by applicable law when released prior to impound from an animal shelter.

§ 7.2.5. OWNER'S DUTIES AND PROHIBITED ACTIVITIES

(A) Animals Biting Persons.

(1) The owner of an animal that bites a person and a person bitten by an animal shall report that occurrence to the Animal Control Officer within 24 hours of the occurrence. The owner of an animal that bites a person shall surrender said animal to an Animal Control Officer if the officer deems it necessary to impound said animal for a period of quarantine no less than ten days from the day of the bite.

(2) A physician who renders professional treatment to a person bitten by an animal shall report to the Animal Control Officer that he has rendered professional treatment

within 24 hours of his first professional attendance. The physician shall report the name and address of the person bitten as well as the type and location of the bite. The physician shall report the name and address of the owner of the animal that inflicted the bite, if known, and any other facts or details that may assist the Animal Control Officer in ascertaining the immunization status of the animal.

(3) An animal that bites a person shall be confined securely at a place and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.

(4) If the owner is unwilling or unable to quarantine the animal, the Animal Control Officer may impound the animal into protective custody for the period of the quarantine and the owner shall pay all related costs of the impoundment prior to reclaiming the animal.

(5) The Animal Control Officer may consent to quarantine the animal on the owner's premises. The premises where the home quarantine is to occur shall be inspected and approved for such purpose by the Animal Control Officer. The owner of the animal shall be required to enter into an indemnity agreement on a form approved and prescribed by the Animal Control Officer for such home quarantine.

(6) If the animal shows signs of sickness, abnormal behavior, or if the animal escapes quarantine, the person having custody of the animal shall immediately notify the Animal Control Officer. The person having custody of an animal that dies during the quarantine period shall notify the Animal Control Officer and surrender the carcass of the animal to an Animal Control Officer.

(7) It is unlawful to violate the conditions of quarantine. If an officer deems it necessary to impound an animal for quarantine for violation of the above conditions and/or severity of the bite, the owner cannot remove the animal from observation until the quarantine period is complete. The owner shall bear the cost of the impoundment.

(8) It is unlawful for a person to keep an animal reported to have bitten any person on two unprovoked separate incidents. The owner has a duty to destroy said animal humanely or surrender such an animal to the Animal Control Officer for proper humane euthanization.

(B) Number of Animals Allowed.

No person or household shall own, harbor or keep more than a combined total of six dogs, cats or any combination thereof over the age of three months without, a multiple animal site permit, or shelter permit.

(C) Restraint of Animals.

A person owning or having charge, custody, care, or control over a companion animal, shall keep the animal upon his or her own premises within a secure enclosed pen, or in an area containing a fence or wall of sufficient height surrounding the perimeter of the property. It shall be unlawful to tether a companion animal as a form of confinement.

(1) Fixed point tethering of any companion animal to stationary objects is permitted in limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes to permit an individual to render aid to a human or another animal and only when the owner is immediately present.

(2) A dog is permitted on the street and in other public places only if on a secure leash not exceeding six feet in length. Longer retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. A person physically capable of controlling and restraining the animal must exercise immediate custody. This section does not apply when an animal is participating in a bona fide animal show authorized by the Village or appropriate authorities, nor when a dog is in an off-leash park or other designated off-leash area.

(D) Vaccinations.

(1) It is the duty of any person(s) owning or keeping a dog, cat, or domestic ferret over the age of three months to have the animal vaccinated against rabies as prescribed by NMSA 1978, § 77-1-3 as amended. The Animal Control Officer may require that other animals have annual rabies vaccines.

(2) The veterinarian administering anti-rabies vaccines to any animal shall issue the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner of the animal, a description of the animal vaccinated, the date of vaccination, and the date immunity expires and the microchip number.

(3) It is unlawful for the owner of any dog, cat, domestic ferret or any other member of the canine or feline family to fail to exhibit its certificate of vaccination upon demand by the Animal Control Officer.

(E) Abandonment.

It is unlawful for a person to abandon an animal. Abandonment does not apply to the trap, neuter and return (TNR) of feral cats. A person or organization managing un-owned cats by trap, neuter and return is not deemed the owner, harbinger, keeper, holder or possessor of such cats.

(F) Admission of Qualified Assistance Animals to Public Places.

Notwithstanding any other provision of law, a qualified assistance animal shall be admitted to any building open to the public and to all public accommodations such as restaurants, hotels, hospitals, swimming pools, stores, common carriers and theaters; provided that the qualified assistance animal is under the control of a person with a disability or a trainer of assistance animals. No person shall be required to pay any additional charges for his qualified assistance animal, but shall be liable for any damage done by his qualified assistance animal.

(G) Animals Disturbing the Peace.

(1) It is unlawful for a person to allow an animal to persistently or continuously bark, howl or make noise common to their species or otherwise disturb the peace and quiet of inhabitants of the Village.

(2) It is unlawful to keep or maintain an animal in such an unclean or unsanitary manner that it disturbs others by noxious or offensive odors.

(H) Animals Killing or Injuring Livestock or Protected Wildlife.

(1) It is unlawful for a person to keep an animal known to have killed or injured livestock or protected wildlife. The owner has a duty to destroy said animal humanely or surrender such an animal to the Animal Control Officer for proper humane euthanization upon the order of the court.

(2) An owner of livestock shall have the right to kill an animal that has injured or killed livestock or protected wildlife while it is upon property controlled by the owner of the livestock.

(I) Animal Poisoning.

(1) It is unlawful for a person to make accessible to any animal, with the intent to cause harm or death, any substance which has been treated or prepared with a harmful poisonous substance.

(2) This section does not apply to placement of such substance(s) in order to control vermin of significance to the public health.

(J) Animals Running at Large.

(1) It is unlawful for a person to allow or permit any animal to run at large in or on any alley, street, sidewalk, vacant lot, public property, other unenclosed place in the Village, or private property without the permission of the property owner.

(2) An animal permitted to run at large in violation of this section is declared to be a nuisance and a menace to the public health and safety. Such animal may be taken up and impounded. An Animal Control Officer may go upon private property in pursuit of an animal which is running at large unless permission to make such pursuit is explicitly refused by the occupant. An officer may not enter a private building or residence in pursuit of an animal.

(3) A working dog performing such acts as herding or search and rescue that is under the control and supervision of the owner or handler shall not be considered as unleashed while performing its duties. A hunting, obedience, tracking or show dog that is under the control and supervision of the owner or handler shall not be considered as unleashed while performing in those capacities.

(4) It is unlawful for an owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, to permit any animal to run at large upon the common areas of the multiple dwelling unit.

(K) Injury to Animals by Motorists.

Every operator of a motor or self-propelled vehicle upon the streets and ways of the Village shall immediately upon injuring, striking, maiming or running down any animal provide immediate notification to the Animal Control Officer, furnishing sufficient facts relative to the incident. Such animal shall be deemed an uncared for animal within the meaning of § 7.2.3(A)(5) of this Article. Emergency vehicles are excluded from this provision.

(L) Animal Waste.

It is unlawful to permit a companion animal to defecate on public or private property other than the property of the owner of the animal unless such animal waste is immediately removed and properly disposed of by the person having custody of the animal.

(M) Breaking into Animal Control Facilities or Vehicles.

It is unlawful for a person to break into any animal center, facility, or vehicle wherein animals are impounded, or to in any manner remove or assist in the removal of any animal or equipment from such.

(N) Care and Maintenance (Companion Animals).

Every person who owns or who has charge, care or custody of an animal shall comply with each of the following requirements:

(1) Each animal shall be supplied adequate food, adequate water accessible and adequate space to prevent overcrowding.

(2) All animals are to be provided adequate living area and adequate space to prevent overcrowding and sufficient space for adequate exercise. All areas where an animal is confined and all animal buildings or enclosures shall be maintained in a clean and sanitary condition.

(3) No animal shall be left unattended for more than 24 hours.

(4) No condition shall be maintained or permitted that is, or could be injurious to the animal.

(5) No owner or custodian shall fail to provide necessary grooming of the coat in order to prevent matting, skin irritation, distress or pain, trapping of fecal matter, and loss of the ability to protect the animal from adverse weather conditions. An animal shall not be so dirty that it becomes matted as to provide a home for parasites and insects. No animal shall be allowed to have a foreign object embedded in its hide, fur or skin other than a microchip or a medical device implanted by a licensed veterinarian.

(6) The owner or custodian shall provide regular basic, necessary, and emergency professional veterinary care when needed. The owner or custodian shall take an animal to a licensed veterinarian within a time frame indicated for an examination and adhere to recommended treatment if the Animal Control Officer or his agent finds this is necessary in order to maintain the health of the animal, and so orders.

(7) All animals kept outdoors shall be provided with adequate shelter, accessible at all times, to the animal.

(O) Care and Maintenance (Livestock).

Every person who owns or who has charge, care or custody of an animal defined under the Article as livestock shall comply with each of the following requirements:

(1) Each animal shall be supplied an adequate living area, adequate food, adequate water accessible and adequate space to prevent overcrowding.

(2) All areas where an animal is confined and all animal buildings or enclosures shall be maintained in a clean and sanitary condition.

(3) No animal shall be without attention for more than 24 hours.

(4) No condition shall be maintained or permitted that is, or could be injurious to the animal.

(5) The owner/responsible party shall provide regular basic, necessary, and emergency professional veterinary care and dental or hoof care when needed. The owner or custodian shall take an animal to a licensed veterinarian within the time frame indicated for an examination and adhere to recommended treatment if the Animal Control Officer or his agent finds this is necessary in order to maintain the health of the animal, and so orders.

(P) Confinement of Female Dogs or Cats in Mating Season.

(1) A person in control of a female dog or cat in mating season shall confine such dog or cat so as to prevent other dogs or cats from attacking or being attracted to such female animal, except for intentional breeding purposes.

(2) It shall be unlawful to maintain a female dog or cat in mating season in any manner that creates a public nuisance.

(Q) Cruelty to Animals.

(1) It is unlawful for a person to recklessly, willfully, negligently or maliciously kill, maim, disfigure or torture; beat with a stick, chain, club or other object; mutilate, burn or scald with any substance, overwork, torment, harass or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous or trespassing animals.

(2) It is unlawful for a person to fail to provide necessary sustenance, fail to provide necessary basic or emergency medical care, maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering, and perform procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's well-being. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

(R) Fights.

(1) It is unlawful for a person to promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal.

(a) It is unlawful for any person to sell, receive, possess, transport, loan, or give away any animal fighting paraphernalia.

(b) It is unlawful for any person to raise, train, condition, sell, receive, possess, transport, loan, or give away animals for fighting purposes whether or not the fight is to be conducted inside or outside the jurisdiction of the Village.

(c) No person shall provoke or entice an animal from the property of its owner for the purpose of engaging the animal in an animal fight.

(2) Nothing in this section shall prohibit a person from engaging in legal hunting practices as allowed by state wildlife authorities.

(S) Fowl; Impounding or Crating.

It is unlawful for a person to confine any wild or domestic fowl or birds unless provisions are made by such person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than 12 hours. No person shall impound wild or domestic fowl or birds in a crate, box or other enclosure unless such fowl or bird is in a natural erect position unless such position causes injury or damage to the fowl or bird.

(T) Hobbling.

(1) It is unlawful for any person to hobble, tether, or stake livestock or other animals by any means which may cause injury or damage to said animal.

(2) It is unlawful for any person to hobble, tether, or stake livestock or other animals so that they become entangled or are prevented access to any and all care and maintenance items required by § 7.2-8(R) of this Article.

(U) Interference with the Animal Control Officer in the Performance of His Duties.

(1) No person shall attack, assault or in any way threaten or interfere with the Animal Control Officer in the performance of the duties required by this Article.

(2) No person shall conceal one's true name or identity or disguise oneself with the intent to obstruct due execution of the law or with the intent to intimidate, hinder or interrupt an Animal Control officer in the legal performance of his or her duties.

(3) No person shall interfere with or tamper with any equipment used by Animal Control Officers, including release of animals contained in such equipment.

(4) No person shall engage in conduct that would agitate, obstruct, oppose, or distract an Animal Control Officer in the legal performance of his or her duties.

(V) Keeping a Seriously Sick or Injured Animal.

(1) It is unlawful for a person to have, keep or harbor an animal which is seriously sick or injured, including starvation, without providing proper veterinary care.

(2) The Animal Control Officer may require the owner to provide a letter of health evaluation from a licensed veterinarian describing the condition of the animal and the treatment provided. The Animal Control Officer may utilize a standard body scoring system to evaluate the condition of an animal.

(3) In the absence of proper veterinary care, the Animal Control Officer may impound such a seriously sick or injured animal in accordance with the provisions of this Article.

(4) Any such animal impounded may be destroyed humanely or otherwise disposed of according to the normal procedures of the impound facility as soon thereafter as is conveniently possible.

(W) Sale and Display of Animals.

(1) A person shall only sell, offer for sale, barter, give away or otherwise dispose of an animal at the physical address listed on the appropriate permit issued by the Animal Control Officer. No permit shall be required for any livestock sold for use as food.

(2) No person shall offer for sale, sell, barter or give away turtles except in conformance with the appropriate federal regulations.

(3) No person shall offer an animal as a prize, giveaway or award for a contest, game, sport or as an incentive to purchase merchandise.

(4) Animal exhibits.

(a) No person shall operate, conduct, or maintain a permanent or temporary commercial animal show, circus, animal exhibition, animal ride, petting zoo or carnival without first having obtained a permit from the Animal Control Officer. Conditions for permit approval include provisions for the humane care and treatment of the animals and the protection of public safety. Permits shall not be issued upon verification that the applicant has been convicted of charges of animal cruelty, abuse, or neglect, or has violated the Federal Animal Welfare Act.

(b) No person shall operate, conduct or maintain any animal exhibit under conditions that pose a danger to the public or the animals. Specific requirements shall be available upon request to the Animal Control Officer.

(c) The following are exempt from the requirements of this section:

(i) Individuals or groups holding a State of New Mexico regulated permit or a federally regulated permit.

(ii) Events sponsored by a municipal zoo or aquarium facility.

(iii) Competitive sporting events.

(d) Persons involved in these exempt activities shall comply with all other applicable sections of this Article.

(5) Sale of live companion animals at pet shops is prohibited unless the pet shop has an approved professional animal site permit. Sale of cats or dogs in pet shops is prohibited.

(6) The sale of rabbits for purposes other than as a companion animal, which are not otherwise prohibited under this Article, is allowed.

(X) Sterilization Agreements/Contracts.

It shall be unlawful for a person to possess any unsterilized animal when such animal is required to be sterilized under the terms of any applicable sterilization agreement or contract.

(Y) Unlawful Use of Rabies Tag.

It is unlawful for any person to remove or transfer any rabies tag from one animal to another. It is unlawful for any person to manufacture or cause to be manufactured or to have in his possession or under his control a stolen, counterfeit or forged animal license tag, rabies tag, vaccination certificate or other form of licensing or permitting required under this Article.

(Z) Vicious or Dangerous Animals

(1) It is unlawful for any person to keep or harbor a vicious animal. When an Animal Control Officer has probable cause to believe that an animal is vicious, the Animal Control Officer may take up and impound the animal into protective custody awaiting appropriate court proceedings. Following judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this Article, shall, in addition to any fine or imprisonment imposed for violation of this section, order the owner or keeper of such vicious animal to destroy it humanely or turn such animal over to the Animal Control Officer for destruction.

(2) It shall be unlawful to maintain a dangerous animal in a manner which constitutes a threat to any person or other animal. When an Animal Control Officer has probable cause to believe that an animal is dangerous, the officer may take up or impound the animal into protective custody awaiting appropriate court proceedings. Following judicial determination that an animal, other than a dog, is dangerous, the court having jurisdiction over the enforcement of this Article shall, in addition to any fine or imprisonment imposed for a violation of this section, order appropriate conditions for registration, confinement, and handling of such dangerous animal by the owner. Any violation of the registration, confinement or handling of such animal by the owner as set by the Court may result in the immediate impoundment and humane destruction of such dangerous animal by the Animal Control Officer.

(3) The owner of any dog that is deemed dangerous by court determination or by admission of the owner shall register the dog as a dangerous animal with Animal Control. The owner of such dangerous dog shall further comply with all of the registration and handling requirements as listed in NMSA 1978 § 77-1A-5(A) and 5(C). The Animal Control Officer shall also comply with §77-1A-5(D) in the event that the owner of such dangerous dog fails to comply with all registration, confinement, or handling requirements contained in such sections.

§ 7.2.6. WILD ANIMALS; CANINE HYBRIDS

(A) Wild Animals.

(1) It shall be unlawful for a person to own, harbor, keep or exhibit on any private or public property in the Village any wild animal of a species that in its natural life is dangerous or ferocious. Such animals, though they may be trained and domesticated, remain a danger to others, and include:

(a) Wolves, foxes, coyotes, dingoes, and other members of the non-domestic canine families.

(b) Lions, pumas, panthers, mountain lions, wild cats, and other members of the non-domestic feline families.

(c) All bears (ursidae), including grizzly bears, black bears, brown bears, etc.

(d) Raccoons (procynnidae), including eastern raccoon, desert raccoon, ring tailed cat, etc.

(e) Primates (hominidae), including all non-human great apes other than qualified service animals.

(f) Skunks.

(g) Bats.

(h) Non-indigenous poisonous snakes.

(i) Alligators, crocodiles, caimans, or poisonous lizards.

(j) Venomous fish and piranha.

(k) Elephants (elephantidae).

(2) This section shall not apply to municipal zoos and aquarium facilities, veterinary facilities, or individuals or organizations holding a State of New Mexico regulated permit or a federally regulated permit.

(B) Canine Hybrids.

(1) No person shall purchase, sell, offer for sale, or advertise for sale any animal that is represented to be the offspring, cross, mix, or hybrid of a wolf or coyote.

(2) No person shall possess a canine hybrid without a valid canine hybrid permit. A person may apply for such a permit under the following conditions:

(a) Submission of a permit application.

(b) Submission of written proof from a licensed veterinarian that all animals over the age of six months for which a permit is requested have been spayed or neutered.

(c) All owners of permitted property shall grant reasonable access to permitted premises. Upon presenting proper identification and at a reasonable hour, a representative of the Animal Control Officer shall be allowed access to any permitted premises for the purpose of inspection. Permits may be suspended for failure to comply with the requirements of this Article, as well as for violation of other applicable laws, regulations, and ordinances.

(d) Payment of the annual permit fee.

(3) A permit shall not be issued until the applicant provides an adequate physical enclosure that completely and effectively confines all animals to the property of the owner. An Animal Control Officer shall determine the adequacy of the enclosure.

A minimum livable area of 400 square feet must be provided for up to two canine hybrids, with an additional 100 square feet per animal for each additional hybrid. An exception to this subpart may be granted if the animal owner submits a written plan of

adequate housing and exercise to the Animal Control Officer and such plan is approved by the Department.

(4) A canine hybrid permit will not be issued for the ownership of more than four canine hybrids.

(5) Each canine hybrid must be microchipped and wear a collar or harness displaying an identification tag bearing the name, address, and phone number of the owner at all times while it is on and off of the owner's premises. While off of the owner's premises the hybrid shall be on a secure leash not more than six feet in length and in the immediate custody of a person physically capable of controlling and restraining the animal.

(6) Nothing in this section shall relieve the holder of a permit from complying with all other applicable sections of this Article.

§ 7.2.7 ENFORCEMENT AND PENALTIES

(A) PENALTY ASSESSMENT MISDEMEANORS. Any violation of this Article shall be a penalty assessment misdemeanor. For a first or second offense within any 12 month period for violations of § 7.2.4, § 7.2.5 (B), (C), (D), (F), (G), (I), (K,)(L), (N), (O), (P), (S) or (W), the Animal Control Officer shall offer the alleged violator the option of acknowledging guilt of the offense, foregoing a court hearing, and accepting a penalty assessment as established by resolution of the Board for the first or second offense, or of having the matter set for a court hearing. However, the offer of a penalty assessment in lieu of a court hearing for each additional offense that occurs within one year of the first offense shall be twice the prior penalty assessment.

(1) **Acceptance of Penalty Assessment.**

(a) If the alleged violator accepts the penalty assessment, his signature on the penalty assessment notice constitutes an acknowledgment of guilt of the offense stated in the notice.

(b) If the Animal Control Officer contacts the owner of the animal before transporting the animal to the shelter pursuant to § 7.2.3(A), and the owner accepts the penalty assessment, the owner shall have the animal released to his immediate custody.

(c) Payments of penalty assessments must be received in the Village Office within thirty (30) days from the date of citation. If the violation was under § 7.2.5(D) of this Article, payment must be accompanied by proof of rabies vaccination.

(2) **Rejection of Penalty Assessment.**

(a) An alleged violator who chooses a court hearing shall be served with a citation requiring him to appear before the Municipal Court at a date and time stated in the citation. The citation may be served by mail or in person.

(b) The court shall have discretion to impose any penalties up to the maximum permitted by state law upon an alleged violator who chooses a court hearing and is convicted of the offense charged.

(B) APPEARANCE. Any person charged with any violation of any section other than those specified in § 7.2.7(A) of this Article shall be served with a citation requiring the alleged violator to appear before the Municipal Court at a date and time stated in the citation. The citation may be served by mail or in person. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such under this Article.

(C) MAXIMUM PENALTY. The maximum combined sentence of imprisonment that may be imposed for all offenses shall not be greater than one hundred seventy-nine (179) days and the combined maximum fine shall not exceed five hundred dollars (\$500.00).

(D) MINIMUM FINES. Minimum fines may be established by resolution of the Board of Trustees.

State Law reference— General authority relative to animals, NMSA 1978, §§ 4-37-1, 3-18-3; animals generally, NMSA 1978, § 77-1-1, et seq.

8. OLD BUSINESS

B. DISCUSSION AND APPROVAL OF A COST SHARE AGREEMENT BETWEEN THE VILLAGE OF LOS RANCHOS, THE COUNTY OF BERNALILLO, AND THE ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY FOR THE DESIGN AND CONSTRUCTION OF THE ORTEGA AND GARDUÑO STORM DRAIN PROJECT. *

Deferred from the May 11, 2016 Board of Trustees Meeting.

Village of Los Ranchos de Albuquerque

Board of Trustees

Meeting Date: June 8, 2016

Title: DISCUSSION AND APPROVAL OF A COST SHARE AGREEMENT BETWEEN THE VILLAGE OF LOS RANCHOS, THE COUNTY OF BERNALILLO, AND THE ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY FOR THE DESIGN AND CONSTRUCTION OF THE ORTEGA AND GARDUÑO STORM DRAIN PROJECT.

Action: Discussion and Approval of the Agreement.

Summary:

This item was deferred from the May BOT.

In 2009, the Village of Los Ranchos entered into an agreement with the AMAFCA and Bernalillo County to design a storm drain system for the area of the Village and the County north of Paseo del Norte. The Village was the lead agency for this 2009 agreement.

The design direction resulting from the engineering study done at the time was the use of the Del Norte Open Space as a retention pond with flow into the PDN storm drain system.

The Village was not prepared to relinquish the current use of the property and convert it to a storm water retention pond. The project has been dormant since.

The Bernalillo County and AMAFCA would like to take another look at the storm water situation in this area. The agreement would place the County in the lead agency role.

At the June BOT the Board requested that the agreement be amended to include approval language for the Village in the event that Village property was identified as a component of the drainage system.

**Cost Share Agreement for the Design and Construction of
Ortega and Garduño Storm Drain Project**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the Albuquerque Metropolitan Arroyo Flood Control Authority (“AMAFCA”), a political subdivision of the State of New Mexico, and the County of Bernalillo (“COUNTY”), a political subdivision of the State of New Mexico, and the Village of Los Ranchos de Albuquerque (“VILLAGE”), a political subdivision of the state of New Mexico, individually referred to as “PARTY” and collectively referred to as the “PARTIES”.

RECITALS:

1. **WHEREAS**, the PARTIES signed a Project Cooperative Agreement, dated August 29, 2008, for the Garduño Road Storm Drainage Improvements Project, and circumstances have arisen such that changes to the agreement cannot be equitably resolved per section 5.3 of the Agreement, requiring the COUNTY to request that the original agreement be terminated by all PARTIES and this new Agreement be executed by all PARTIES; and
2. **WHEREAS**, AMAFCA’s *North Valley Drainage Management Plan* (Smith Engineering Company, October, 2000) called for storm drain connections to and expansion of the existing New Mexico Department of Transportation (NMDOT) Paseo del Norte Detention Pond and Storm Water Pump Station system, hereinafter referred to as the “NMDOT Pond System”; and
3. **WHEREAS**, AMAFCA’s *District Wide Drainage Facility and Planning Review*, (ASCG, Inc., June, 2004) identified the regional drainage improvements in the vicinity of 4th Street, Garduño Drive and Paseo del Norte as a Class “C” project, indicating a project is needed in the area to address existing flooding issues; and
4. **WHEREAS**, AMAFCA, the COUNTY, and the VILLAGE are agreeable to using funding for a storm drainage project to serve Ortega Road and the portion of Garduño Drive east of 4th Street, hereinafter known as the Ortega and Garduño Storm Drain Project (“PROJECT”); and

**Cost Share Agreement for the Design and Construction of
Ortega and Garduño Storm Drain Project**

5. **WHEREAS**, AMAFCA’s Proposed FY 2016 Project Schedule recognizes the need for and the immediate and long term regional drainage and environmental impacts of the drainage improvements in the North Valley and has identified funding for the PROJECT; and

6. **WHEREAS**, AMAFCA, the VILLAGE and the COUNTY agree that the COUNTY will be the lead agency in the planning, design and construction of the PROJECT, provided, however, and design that include the use of property owned or controlled by the Village, must be approved by the Village; and

7. **WHEREAS**, AMAFCA is a permittee for storm water discharges under the Municipal Separate Storm Sewer System (MS4) program issued under the National Pollution Discharge Elimination System (NPDES) Clean Water Act. The County and the Village are permittees under the same program for “Phase Two” communities, and this PROJECT is an example of the regional cooperation required by the permit; and

8. **WHEREAS**, it would be in the public interest for AMAFCA to contribute funding to the COUNTY for the PROJECT on a cost-sharing basis as set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE: The purpose of this AGREEMENT is to:

- 1.1 Provide for funding of the design and construction of regional flood control infrastructure comprising the PROJECT and establish the responsibilities of each PARTY.

SECTION TWO: AMAFCA agrees to:

- 2.1 Pay to the COUNTY a total lump sum contribution of Two Hundred Thousand Dollars (\$200,000.00) for the design of the PROJECT, which contribution will be paid to the COUNTY within sixty (60) days of receipt of the invoice from the COUNTY.

**Cost Share Agreement for the Design and Construction of
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- 2.2 Provide technical assistance to the COUNTY, as requested, for design of the PROJECT. All reviews shall be performed in a timely manner.
- 2.3 Pay to the COUNTY a total lump sum contribution of One Million, Seven Hundred Twenty-Five Thousand Dollars (\$1,725,000.00) for construction of the PROJECT, which contribution will be paid to the COUNTY within sixty (60) days of receipt of the invoice from the COUNTY.
- 2.4 Provide technical assistance to the COUNTY, as requested, during construction of the PROJECT. All requests for information shall be answered in a timely manner.

SECTION THREE: COUNTY agrees to:

- 3.1 Negotiate an Engineering Services Contract with the selected, qualified consultant.
- 3.2 Coordinate and conduct peer review of the design of the PROJECT and conduct public meetings, as appropriate.
- 3.3 Invoice AMAFCA for its lump sum contribution of Two Hundred Thousand Dollars (\$200,000.00) any time after successful award of the design contract. The invoice may be sent by the COUNTY to AMAFCA any time after the Engineering Services Contract is executed by the COUNTY. In no event shall any funds received from AMAFCA pursuant to this Agreement be used to pay for any costs other than those directly required for the PROJECT.
- 3.4 Provide all necessary funding for design of the PROJECT over and above the lump sum contribution from AMAFCA as provided for herein in Section Two.
- 3.5 Advertise for construction bids for the PROJECT and award the contract to lowest bidder in compliance with the New Mexico Procurement Code.

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- 3.6 Invoice AMAFCA for its lump sum contribution of One Million, Seven Hundred Twenty-Five Thousand Dollars (\$1,725,000.00) for construction of the PROJECT any time after successful award of the construction contract. The invoice may be sent by the COUNTY to AMAFCA any time after successful bid opening and award of the construction contract for the PROJECT by the COUNTY. In no event shall any funds received from AMAFCA pursuant to this Agreement be used to pay for any costs other than those directly required for the PROJECT.
- 3.7 Provide all necessary funding for construction of the PROJECT over and above the lump sum contributions from AMAFCA as provided for herein in Section Two.
- 3.8 Keep a strict accounting of all funds received and disbursed pursuant to this Agreement, and to make such available to AMAFCA upon request.
- 3.9 Obtain all permits, approvals, easements and/or rights-of-way required or need to construct the PROEJCT.
- 3.10 Administer construction of the PROJECT, including any necessary surveys, inspection, and/or testing of the drainage system, and ensure the project is constructed in accordance with the approved Construction Drawings and Contract Documents.
- 3.11 Own, operate and maintain the portions of the completed PROJECT that are within the COUNTY's maintenance jurisdiction.
- 3.12 In the event there is insufficient funding by the COUNTY to complete the PROJECT, the COUNTY shall return to AMAFCA upon termination or within thirty (30) days of demand by AMAFCA, whichever occurs first, all unused portions of the lump sum(s) provided to the COUNTY by AMAFCA, in addition to an accounting of all used portions of the lump sum provided to the COUNTY by AMAFCA.

SECTION FOUR: VILLAGE agrees to:

**Cost Share Agreement for the Design and Construction of
Ortega and Garduño Storm Drain Project**

- 4.1 Provide one (1) qualified staff member (which is not required to be an engineer) to serve as technical reviewer for the PROJECT, as necessary, to represent the VILLAGE's interests during development of the PROJECT.
- 4.2 Provide relevant information from other VILLAGE planning documents, drainage management plans, and other related information to the COUNTY Consultant for use in the PROJECT.
- 4.3 Provide the design and funding to connect Garduño Road West storm water infrastructure to the Ortega/Garduño System.
- 4.4 Review all concepts and deliverables produced by the COUNTY Consultant during development of the PROJECT within two weeks of receiving the information from the COUNTY.
- 4.5 Designate qualified staff to attend and participate as needed at all public meetings, design charrettes and other forums where the PROJECT is being discussed.
- 4.6 Coordinate with the COUNTY and AMAFCA as to the engineering design of any selected elements from the PROJECT.
- 4.7 Maintain the completed elements of the PROJECT that are within the VILLAGE's maintenance jurisdiction, provided, however, if the Village approves the use of any property that it owns or controls for the PROJECT, which is used by areas not within the Village municipal boundaries, the Village shall not be required to maintain such area or facilities.

SECTION FIVE: The PARTIES Agree:

- 5.1 If any situation arises which adversely affects a PARTY's participation in this Agreement, said PARTY will immediately, and in writing, notify the other PARTIES. Any circumstance which materially affects this Agreement will be promptly and

**Cost Share Agreement for the Design and Construction of
Ortega and Garduño Storm Drain Project**

equitably resolved by the PARTIES and, if necessary, an amendment to this Agreement shall be executed.

- 5.2 Any claims arising out of construction, or any other unforeseen circumstances which might result in additional financial requirements, will be promptly and openly discussed by all parties. Resolution of such claims, if any, will be the responsibility of all PARTIES. The COUNTY shall assume all liabilities resulting from any change order or resolution of a contract claim, unless the change order or claim is the result of a request or action by AMAFCA.
- 5.3 This Agreement contains the entirety of the understanding of the PARTIES concerning the PROJECT and supersedes all prior discussions or agreements. No modification or amendment shall be enforceable unless made in writing and signed by all PARTIES. The PARTIES shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the other PARTIES to the Agreement.
- 5.4 The obligations of each PARTY under this Agreement shall be performed in compliance with all applicable laws, statutes, rules, regulations, and ordinances. Nothing herein is intended to constitute any agreement for the PARTIES to perform any activity in violation of the Constitution or Laws of the State of New Mexico.
- 5.5 If any clause or provision in this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the PARTIES hereto that the remainder of this Agreement shall not be affected thereby.
- 5.6 The PARTIES may execute an Amendment to this Agreement or enter into a separate agreement for additional design and/or construction cost sharing of the PROJECT.
- 5.7 It is specifically agreed between the PARTIES executing this Agreement that this Agreement does not and is not intended to create in the public, or any member thereof,

**Cost Share Agreement for the Design and Construction of
Ortega and Garduño Storm Drain Project**

any rights whatsoever, such as, but not limited to, the rights of a third party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death, bodily and/or personal injury(ies) to person(s), damage(s), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

- 5.8 As between the PARTIES, each shall be solely responsible for any and all liability from personal injury, including death, or damage to property, arising from any negligent or intentional act or failure to act of the respective PARTY, its officials, agents, contractors or employees, pursuant to this Agreement. Liabilities of each PARTY shall be subject to the immunities and limitations of the Tort Claims Act §41-4-1, et seq., NMSA, 1978, and any amendments thereto. By entering into this Agreement, AMAFCA, VILLAGE, and the COUNTY and their “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.
- 5.9 In the event of a dispute between the PARTIES, each PARTY shall be responsible for its own costs and attorneys’ fees.
- 5.10 The PARTIES are expressly not committed to the expenditure of any funds until such time the funds are authorized by bond issue or other funding source, budgeted, appropriated by their respective public bodies, and approved for expenditure.
- 5.11 If for any reason a contract is not awarded for construction of the PROJECT within a period of two (2) years after execution, this Agreement will become null and void.
- 5.12 This Agreement is subject to approval by the AMAFCA Board of Directors, the VILLAGE Board of Trustees, and the Bernalillo County Manager, and shall not be binding upon the PARTIES until so approved. Upon approval by the PARTIES, the covenants, terms and conditions of this Agreement shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns.

**Cost Share Agreement for the Design and Construction of
Ortega and Garduño Storm Drain Project**

**Cost Share Agreement for the Design and Construction of
Ortega and Garduño Storm Drain Project**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year set forth on Page 1.

**Albuquerque Metropolitan Arroyo
Flood Control Authority**

Ronald D. Brown, Chairman
Board of Directors

Date

Attest:

Tim Eichenberg, Secretary-Treasurer
Board of Directors

**Cost Share Agreement for the Design and Construction of
Ortega and Garduño Storm Drain Project**

The County of Bernalillo

APPROVED AND SIGNED this _____ day of _____, 2016.

APPROVED AS TO FORM ONLY:

Assistant County Attorney

Date

APPROVED BY:

Julie M. Baca
Bernalillo County Manager

Date

RECOMMENDED BY:

Roger A. Paul, P.E.
Deputy County Manager for Public Works

Date

9. NEW BUSINESS

A. DISCUSSION AND APPROVAL TO APPOINT GREG BIEHLER TO SERVE AS THE TEMPORARY MUNICIPAL JUDGE IN ACCORDANCE WITH THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE CHAPTER 11 MUNICIPAL COURT, ARTICLE 1 MUNICIPAL COURT, SECTION 8 TEMPORARY MUNICIPAL JUDGE, §11.1.8.



Greg Biehler

Partner

Greg.Biehler@lewisbrisbois.com

Upon entering the practice of law in 1981, Mr. Biehler joined a small business firm in Des Moines, Iowa. He specialized in complex business litigation in such fields as antitrust, trademark, securities, interference with business relations, and civil rights. In 1984, Mr. Biehler began his public service with the prosecuting attorneys' office in Des Moines, Iowa, and then Albuquerque, New Mexico. He prosecuted major felony crimes including sexual abuse, narcotics, gambling, property, violent crimes, and murder. Since 1988, Mr. Biehler has concentrated his practice in employment related litigation, insurance defense including commercial and catastrophic injury, products liability, civil rights, professional liability, insurance coverage and first party representation. Mr. Biehler is a frequent lecturer in the areas of employment law and class action litigation. Mr. Biehler has extensive trial experience, having tried in excess of 150 jury trials.

Albuquerque

6715 Academy Road NE
Suite A
Albuquerque, New Mexico
87109

Tel: 505.828.3600
Fax: 505.828.3900

Primary Area(s) of Practice

- General Liability
- Employment & Labor
- Healthcare
- Medical Malpractice
- Professional Liability

Admissions

Iowa

New Mexico

Northern and Southern U.S. District Courts of Iowa

Eighth Circuit Court of Appeals

U.S. District Court State of New Mexico

10th Circuit Court of Appeals

121 of 127

U.S. Supreme Court

Legal Experience

Employment

Mr. Biehler has been handling employment claims for more than twenty years. He is well versed in both state and federal employment law. Mr. Biehler is an experienced trial lawyer, having tried more than 100 jury trials. A significant portion of his practice is devoted to defending employment-related claims before federal and state courts and administrative agencies. He has been retained counsel for the Albuquerque Public Schools (an employer of more than 10,000 employees) for personnel matters. He regularly represents some of the largest corporations in America in defending against employment claims. He also represents governmental entities across the state of New Mexico. Those areas of employment law which he has litigated include: breach of implied and express contract, defamation, sexual harassment, sex, race, disability, national origin, FLSA, ADA, FMLA, ADEA, Title VII, Section 1983, New Mexico Human Rights Act, Title IX, Title II of the Rehabilitation Act, constitutional claims for violation of rights under the First Amendment, Equal Protection and Due Process clauses of the State and Federal Constitution. He has appeared in state courts across New Mexico as well as Federal District Court, the Tenth Circuit Court of Appeals, and the United States Supreme Court. Mr. Biehler also represents employers before the New Mexico Human Rights Division, EEOC, and in union grievances.

Insurance

Mr. Biehler has over 25 years experience defending insureds and insurance companies in New Mexico. He routinely provides advice and opinions not only as to the defense of insureds, but also the conduct of the insurer. He offers opinions relating to coverage under policies and advice as to factual investigations to determine coverage. Mr. Biehler is currently and has consistently defended first party and extra contractual claim under theories of bad faith, breach of contract, violation of the insurance and trade practices Acts. He also prepares and litigates declaratory judgment actions through intervention and separately filed actions to determine insurance coverage.

Professional Liability

Mr. Biehler has represented and continues to defend clients from claims of professional negligence including insurance agents and brokers, real estate brokers, lawyers, and accountants.

Medical Professional Liability

Mr. Biehler represents physicians, optometrists, chiropractors, nurses, and nurse practitioners for claims of medical negligence under both the New Mexico Medical Malpractice Act and common law. He typically defends claims of failure to diagnose, treat and advise patients alleged to result in

death, disability and enjoyment of life.

Associations

National Order of Barristers

State Bar of New Mexico

Defense Research Institute

New Mexico Defense Lawyers Association

New Mexico Trial Lawyers Association

American Bar Association

Awards & Honors

Super Lawyer® (Southwest) 2015

Selected by Governor Bill Richardson for State Board service 2003

Appointed to Supreme Court to Uniform Jury Instruction Committee 2002

Publications

Author: "Limiting the Right to Sue: The Civil Rights Dilemma", 33 Drake Law Review 1, 1983-1984

Education

Drake University School of Law

Juris Doctor, 1981

University of South Dakota

Bachelor of Arts, 1978

9. NEW BUSINESS

B. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2016-6-1 A RESOLUTION ESTABLISHING ANIMAL CONTROL FEES AND MINIMUM FINES AS REQUIRED BY THE VILLAGE OF LOS RANCHOS ANIMAL CONTROL ORDINANCE, CHAPTER 7, ARTICLE 2.

Village of Los Ranchos de Albuquerque

Board of Trustees

Meeting Date: June 8, 2016

Title: DISCUSSION AND APPROVAL OF RESOLUTION NO. 2016-6-1 A RESOLUTION ESTABLISHING ANIMAL CONTROL FEES AND MINIMUM FINES AS REQUIRED BY THE VILLAGE OF LOS RANCHOS ANIMAL CONTROL ORDINANCE, CHAPTER 7, ARTICLE 2.

Action: Discussion and Approval of Resolution

Summary:

In accordance with the adopted amendments to the animal control ordinance, the following resolution establishing fees and fines is required.

**VILLAGE OF LOS RANCHOS
DE ALBUQUERQUE
RESOLUTION NO. 2016-6-1**

A RESOLUTION ESTABLISHING ANIMAL CONTROL FEES AND MINIMUM FINES AS REQUIRED BY THE VILLAGE OF LOS RANCHOS ANIMAL CONTROL ORDINANCE, CHAPTER 7, ARTICLE 2.

WHEREAS the Village of Los Ranchos de Albuquerque Board of Trustees adopted Chapter 7, Article 2, Animal Control Ordinance on June 8, 2016.

WHEREAS § 7.2.2(E) states that fees, and § 7.2.7 states that penalty assessments and fines, will be established by Resolution of the Board of Trustees;

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees, the Governing Body of the Village of Los Ranchos de Albuquerque, that the following fees and fines be established:

FEES:

Impound Fee for all Animals	1 st Offense	\$25
<i>(Subsequent offenses within a twelve (12)</i>	2 nd Offense	\$50
<i>Month period)</i>	3 rd Offense	\$100
Dangerous Animal Registration		\$100

Permit Fees

Annual

Professional Animal Site Permit	\$75
Shelter/Multiple Animal Site Permit	No Fee
Breeder Permit *	\$75
<i>*each dog or cat used for purposes of breeding shall have an individual breeder permit</i>	
Guard Dog Permit	\$50
Canine Hybrid Permit	\$50
Litter Permit	\$75
Intact Animal Permit	\$75
Animal Exhibit Permit	\$5

PENALTY ASSESSMENTS UNDER § 7.2.7(A)

1 st Offense	\$25
2 nd Offense	\$50
3 rd Offense	\$100

FINES

Minimum fines for any violation of Article 2	\$75
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PASSED, APPROVED AND ADOPTED this 8th day of June, **2016** by the Board of Trustees of the Village of Los Ranchos de Albuquerque.

Larry P. Abraham, Mayor

ATTEST:

Kelly Ward, Administrator