



AGENDA

Village of Los Ranchos
Board of Trustees Regular Meeting
6718 Rio Grande Blvd NW
September 14, 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**

FOURTH STREET REVITALIZATION AND REDESIGN UPDATE PRESENTED BY SITES SOUTHWEST.

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 – AUGUST 10, 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 – AUGUST 2016.

B. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2016-9-1 A RESOLUTION INCORPORATING \$140,000 FROM THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION GRANT 16-A2397 IN THE 2016/2017 FISCAL YEAR BUDGET TO DESIGN AND CONSTRUCT IMPROVEMENTS TO THE AGRI-NATURE CENTER.

7. PUBLIC HEARINGS AND APPLICATIONS

A. DISCUSSION AND APPROVAL OF A ZONE CHANGE AND ZONE MAP AMENDMENT FOR TRACT 157A, MRGCD MAP 29 IN THE C-1 ZONE OF THE FOURTH STREET COMMERCIAL CHARACTER AREA. *Deferred from the August 10, 2016 Board of Trustees Meeting.*

8. OLD BUSINESS

NONE.

9. NEW BUSINESS

A. DISCUSSION AND APPROVAL TO APPOINT THE TEMPORARY MUNICIPAL JUDGE PANEL 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 A MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE AND THE BERNALILLO COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF COORDINATING AND COOPERATING IN LAW ENFORCEMENT MATTERS WITHIN THE VILLAGE IN AN ORDERLY, EFFICIENT, AND EFFECTIVE MANNER WITHIN THE JURISDICTIONS OF THE RESPECTIVE PARTIES; AUTHORIZING THE MAYOR TO THE EXECUTE THE MUTUAL AID AGREEMENT.

C. DISCUSSION AND APPROVAL TO ADVERTISE AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, REPEALING CHAPTER 3, ARTICLE 5, TATTOO ESTABLISHMENTS SECTION 1, §3.5.1, DEFINITIONS, AND SECTION 2, PROHIBITION, §3.5.2.

D. DISCUSSION AND APPROVAL OF THE AGRICULTURAL RESIDENTIAL ZONE FAR TABLE AND CALCULATION SHEET FOR THE PURPOSE OF CLARIFYING THE ZONE CODE IN ACCORDANCE WITH THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, CHAPTER 9, ARTICLE 2, SECTION 7, §9.2.7.

E. DISCUSSION AND APPROVAL OF A LEASE EXTENSION BETWEEN THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE AND THE UNSER CHILDREN'S DISCOVER CENTER AND RACING MUSEUM INC. LOCATED AT 1776 MONTAÑO RD NW, LOS RANCHOS, NM 87107.

F. DISCUSSION AND APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ALBUQUERQUE AND THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE FOR EMPLOYEE GROUP BENEFITS (MEDICAL, DENTAL, LIFE AND OTHER GROUP VOLUNTARY BENEFITS) FY 2016/2017.

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 OCTOBER 12, 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: 9/8/2016



Stephanie Dominguez, Village Clerk

3. PRESENTATIONS

A. FOURTH STREET REVITALIZATION AND REDESIGN UPDATE PRESENTED BY SITES SOUTHWEST.

September 8, 2016

Los Ranchos, Fourth Street Design

Project Update for Board of Trustees

Submitted by: Sites Southwest and Tierra West

1. Property / Business Owner Coordination

- a. Sites Southwest has drawn up sketches for about 60% of individual properties that will be effected in some way by the streetscape project along the street frontage of their property (Rights-of-Way, angle-in parking turned into parallel parking or landscape areas, parking areas or entryways changed to accommodate streetscape, etc...) to suggest ways that their property can be used for landscaping or connecting entries of buildings that are well integrated into the streetscape.
- b. Sites Southwest has created CAD drawings that illustrate to business and property owners, how parking on their private property could be reconfigured to accommodate the streetscape and vice versa. This was done to show in a plan-view how they could adjust their needs to the streetscape, an illustration of the El Camino Dining room parking approach is attached as an example. We have completed approximately 90% of the drawings – also see c. below.
- c. We are in the process of interviewing all property/business owners along the phase one project corridor with the above drawings to show what will be occurring along Fourth St that have effects on their properties. We have completed 30% of the interviews as of this date.

2. ABQ Ride

- a. We are currently working with ABQ Ride to establish potential relocations of bus stops and the potential for custom bus stops to fit with Los Ranchos character.

3. Streetscape Design

- a. Street and Streetside
 - i. Sites Southwest and Tierra West are working towards a 65% design submittal. Drawings thus far include street, streetside (sidewalks and landscape planters), LID (see below), and landscape planting. Irrigation will be done when landscape planting is completed. Lighting has not been started and is awaiting property interviews referenced above to ensure the street alignment is stable. Drawings are also not complete for the project termini and the transitions on the north and south blocks of the project.
- b. Drainage and Low Impact Development (LID)
 - i. Sites Southwest and Tierra West have been working on drawings for the drainage and LID strategies for the project. This is part of both the drainage and landscape elements of the project because they are integral to each other. Below we offer more detailed descriptions.

- There will be a total of 10 LID underground storage reservoirs, 8 within the 4th St. ROW, 1 on Green Valley Rd., and 1 on Pueblo Solano Rd. drainage water will also be driven through the landscape beds and multiple other locations.
 - Storm Runoff Conveyance – Runoff will be conveyed through permeable pavers to perforated pipe in base course level and it will be conveyed from perforated pipe towards water quality manholes before entering LID storage reservoirs. It will also be conveyed through landscape beds to provide water harvesting opportunities.
- ii. LID Storage Reservoir Geometry
- 100 year/24-hour design – the entire volume of a 100-year storm is detained below grade. We are currently looking at a lesser stormwater detention amount to cut costs; the alternative LID layout/configuration will be for capturing the 10 year – 24 hour storm.
 - The design includes rock basins with 30% voids for runoff storage, wrapped with a geotextile fabric on sides and top. Basins along 4th St. have widths ranging between 6 to 10 feet; Basins on side streets have widths of 17 and 20 feet.
 - All 8 basins along 4th St. will be from 5 feet below finished grade to allow for tree/shrub root growth with 4 extending down 15 feet below grade to reach allowable sand infiltration layer, and 4 extending down 12-13 feet below grade to infiltration layer.
 - The 2 Basins on Green Valley and Pueblo Solano will be 2 to 3 feet below grade, respectively, and extend down 13 and 14 feet below grade, respectively.
 - Reservoirs are located for minimum conflicts with utilities.
 - Structural soils are also used to convey water to landscape beds through capillary action.
 - See Constructability Section, item 2 below for excavation/installation components of LID.

4. Utility Coordination

- a. Comcast has only one line running on the north side of Green Valley Rd., may have conflict with LID reservoir however Comcast sees no issue in relocating line if necessary.
- b. The Albuquerque Bernalillo County Water Utility Authority (ABCWUA) is planning to remove and replace waterlines on both the east and west sides of 4th Street along the project extents. This will elongate the construction timeframe for the project, which is an issue for the village of Los Ranchos, we are working with the ABCWUA and will have further information on this issue in the future. This issue includes:

- i. Remove and replace waterlines with PVC material, new waterlines to keep the existing alignments.
- ii. ABCWUA will want to coordinate with chosen contractor to begin line replacement work and finish prior to beginning of construction on roadway improvements, however this is still under discussion.
- iii. Sewer line replacements will not be necessary.
- iv. Contractor for the Fourth St project will have to protect new lines in place when trenching for LID reservoirs if ABCWUA begins construction first.
- v. In progress of coordinating meeting between Village staff and ABCWUA for the week of 9/12 to discuss water line replacement.
- c. New Mexico Gas Company (NMGC) to look into possible line relocation solutions
 - i. NMGC does not want to be located within structural soil layers. This issue is still under discussion with them.
 - ii. NMGC would like to replace steel lines with plastic lines.
 - iii. One relocation solution is to obtain a utility easement on private property to run distribution lines outside of ROW.
- d. PNM Utility Pole Conflicts
 - i. Utility poles conflicting with LID reservoirs to be adjusted on a case by case basis, pending equipment on each conflicting utility pole. One solution is to move poles outside of ROW and obtain a 5'x5' easement, the utility pole would have a mast arm reaching out back into the ROW to maintain the same overhead line alignment.
 - ii. If poles cannot be relocated, LID reservoir will have to be adjusted around poles to avoid conflicts.
- e. CenturyLink has a fiber optic line running along the entire project corridor on the west side of Fourth St.
 - iii. Contractor for Fourth St will have to protect line in place when trenching for LID reservoirs.
 - iv. CenturyLink is open to line relocation if necessary.
- f. Wi-Fi – we are working with village staff to determine the feasibility of Wi-Fi installation for the entire reach of the project.

5. Utility Line Locates/Potholing

- a. Cardno, the potholing subconsultant, will drill 28 potholes to assess line location, with an average of 4-6 potholes per day. Work was set to begin on Monday 8/29 and end on Wednesday 9/7, pending weather and field conditions. As of 9/2 Cardno has completed 20 of the 28 pothole locations and planning to finish by 9/9.

6. Constructability

- a. Met with RP Bohannon, our construction subconsultant, on 8/17 to discuss constructability of drainage reservoirs and surface improvements.

- b. Excavation of LID reservoirs is to include trench boxing for shoring protection to lessen time of construction for businesses and residents.
 - i. Trench boxes will range between 6 to 8 feet wide, and will require double stacking of boxes and will not allow workers to be inside trench per OSHA requirements to eliminate risk of injury from trench cave-ins deeper than 5 feet.
 - ii. Trench boxes to be lowered in 1 foot increments and follow OSHA regulation 1926.652.
 - iii. Sides of trench boxes will be draped with geotextile fabric and drop gravel inside.
 - iv. There is the potential to place geogrid at the bottom of trenches for LID reservoirs to maintain structural and runoff storage integrity.
 - v. Utility lines close to trenches (fiber, water, gas) will have to be protected in place during the span of each LID reservoir excavation.
 - vi. Utility poles near trenches may require stabilization by holding them in place during LID reservoir excavation.
- c. Other possible solutions for construction efficiency and minimizing business impacts include:
 - i. Perform all excavation and LID rock backfilling before beginning surface improvements.
 - ii. Perform all excavation and LID rock backfilling at night while surface improvements work is performed during the day. Labor costs will increase if this solution is chosen but business impacts will be decreased.
 - iii. Construct and complete surface/subsurface improvements in designated reaches of the project, starting from Schulte Rd. and moving north to minimize traffic barricading on 4th Street. Distance of spans to be determined as we complete design.

4. CONSENT AGENDA

A. MINUTES – AUGUST 10, 2016 – REGULAR MEETING.

MINUTES
VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
6718 RIO GRANDE BOULEVARD NW
BOARD OF TRUSTEES REGULAR MEETING
AUGUST 10, 2016 - 7:00 P.M.

Present:

Larry P. Abraham, Mayor **Telephonic*
 Don Lopez, Trustee / Mayor Pro Tem
 Pablo Rael, Trustee
 Mary Homan, Trustee
 Allen Lewis, Trustee **excused*

Kelly S. Ward, Administrator
 Stephanie Dominguez, Clerk
 Nancy Haines, Treasurer
 Tim McDonough, Planning & Zoning Director
 Bill Chappell, Attorney
 Deputy Robin Hopkins, Public Safety Director

1. CALL TO ORDER

Mayor Abraham participated telephonically.

Mayor Pro-Tem Lopez called the meeting to order at 7:00 P.M.

MOTION: Trustee Rael moved approval of the agenda with agenda item 7.C. deferred to the September 14, 2016 Board of Trustees Meeting. **Trustee Homan** seconded the motion.

VOTE: The motion carried, 3-0.

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. LAVENDER IN THE VILLAGE FESTIVAL 2016 PRESENTED BY LAVENDER IN THE VILLAGE.

David Hudson, 529 Roehl Road, said I am David Hudson, resident of Los Ranchos and president of Lavender in the Village, a nonprofit 501(c)3 corporation. As you probably know we sponsored a festival at the Agri-Nature Center last month. This was our first festival after a two-year recess. We planned on 3,500 – 4,500 attendees. Actually we entertained 7,000 paid attendees at the event. How many of you attended?

Building on this success, we would like to expand a festival to include sponsors, Fourth Street merchants, a poster contest, more children's activities and perhaps an entire weekend at the Agri-Nature Center. Are there any questions? Now about our questions.

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- Does this plan seem to align with the Village's vision for the Agri-Nature center?
- Can we get a MOU, lease, agreement, or guarantee to reserve our dates for the use of the Agr-Nature Center and commit the Village to certain preparations prior to the event?
- We appreciate the cleaning up at site, but we need more space.
- Can the Village spare some additional areas for handicapped parking and vendor space?
- How about bicycle racks? Rio Grande Ave has two dedicated bicycle lanes and passes directly in front of the Center. The Center has no bicycle racks.
- All the attendees parked at Alvarado School, the Church on Montano or around the neighborhood mostly both sides of Rio Grande Ave. Can we have the Public Safety Officer involved?
- In order to get the Village more involved could you provide the e-mail addresses of Village residents?
- Can the Village get the Fourth Street merchants involved?
- Is there any plan to abate the dust problem at the entry road and in the parking areas?
- Is the planting and maintaining a lavender field on site possible? After all this a Lavender Festival.

The 2016 Lavender Festival brought in approximately \$60,000 to \$70,000 mostly in taxable sales. Other than the initial cleaning and the cost of cutting of the small alfalfa, the Lavender in the Village paid all other expenses, The Village has been very kind and generous in the past for their support and use of the various sites. We are all for maintaining this relationship and will do our part in helping to achieve positive results. Thank you.

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 – JULY 13, 2016 – REGULAR MEETING.

MOTION: **Trustee Rael** moved approval of the consent agenda. **Trustee Homan** seconded the motion.

VOTE: The motion carried, 3-0.

5. **REPORTS**

A. **MAYOR'S REPORT**

92 **Mayor Pro-Tem Lopez** reported on the following:
 93 • Extended condolences to the family of Turner Branch.
 94

95 **B. ADMINISTRATOR'S REPORT**

96 **Administrator Ward** reported on the following:

- 97 • The financial audit is nearly complete and the final report will be submitted
- 98 on Friday.
- 99 • The Agriculture Committee is working on developing a strategic plan.

100
 101 **C. PLANNER'S REPORT**

102 **Planner McDonough** reported on the following:

- 103 • The Planning and Zoning Commission is working on providing revisions
- 104 to the Village Center Zone.
- 105 • Working with MRCOG to update land use maps.
- 106 • Continuing to work on the stormwater permit.

107 **D. LEGAL REPORT**

108 **Attorney Chappell** reported on the following:

- 109 • Working with Planner McDonough on various zoning issues.
- 110 • Continuing to work with the Unser Museum to reach a final agreement.

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 112 **E. PUBLIC SAFETY REPORT**

113 **Deputy Hopkins** reported on the following:

- 114 • October 23, 2016 is the First Responder's 5K and will be held in the
- 115 Village.

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 117 **6. FINANCIAL BUSINESS**

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 119 **A. CASH REPORT – JULY 2016.**

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 121 **Treasurer Haines** said the ending cash balance as of July 31, 2016, was \$9,928,376.84
 122 which is an increase of \$152,079.29 from the prior month. The year-to-date excess of
 123 revenue over expenditures is \$152,079.29. The unusual or significant items were a
 124 payment to the Bernalillo County Fire Department in the amount of \$113,300.00 for Fire
 125 and EMS services for the quarter beginning July 1, 2016; a distribution in the amount of
 126 \$108,856.00 from the State of New Mexico Department of Finance and Administration for
 127 the fire protection distribution; and a distribution in the amount of \$20,000.00 from the
 128 State of New Mexico Department of Finance and Administration for the law enforcement
 129 protection distribution.

130
 131 **MOTION: Trustee Homan** moved approval of the July 2016 Cash Report as presented.
 132 **Trustee Rael** seconded the motion.

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 134 **VOTE:** The motion carried unanimously, 3-0.

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 136 **7. PUBLIC HEARINGS AND APPLICATIONS**

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 138 **A. A REQUEST BY STEEL BENDER BREWYARD, LLC, 8305 SECOND ST.**
 139 **NW, LOS RANCHOS, NM FOR A SMALL BREWER LICENSE WITH ON PREMISE**

140 CONSUMPTION, PACKAGE SALES, AND PATIO SERVICE, APPLICATION #
141 999864, FROM THE NEW MEXICO ALCOHOL AND GAMING DIVISION. THE
142 PROPERTY USING THE LICENSE IS LOCATED AT 8305 SECOND ST. NW, AND
143 IS LEGALLY KNOWN AS LOT A, PLAT OF LOT A, EL PORTAL AT PASEO,
144 VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, BERNALILLO COUNTY, NM
145 FILED IN THE OFFICE OF THE BERNALILLO COUNTY CLERK ON JUNE 9,
146 2013. THE PROPERTY CONTAINS 5.1402 ACRES MORE OR LESS.
147

148 *Mayor Pro-Tem Lopez requested any individual that will be speaking be sworn in by*
149 *Attorney Chappell.*
150

151 **Planner McDonough** said Steel Bender Brewery has applied for two licenses from
152 New Mexico Alcohol and Gaming, Applications #999864 and #999865. On February 28,
153 2014 the Planning and Zoning Director approved a conditional use (14-01). The
154 conditional use was publicly noticed and did not receive any adverse comments. On
155 October 15, 2015 a distance waiver was approved by the Board of Trustees. Application
156 #99864 is for a small brew license with on premise consumption, package sales, and patio
157 service.
158

159 **Chris Chant**, 8355 Second Street, said the proposed location is currently under
160 construction. We are hoping to open late this year or early next year.
161

162 **MOTION: Trustee Rael** moved approval of the request from Steel Bender Brewery,
163 Application #99864. **Trustee Homan** seconded the motion.
164

165 **VOTE:** The motion carried unanimously, 3-0.
166

167 B. A REQUEST BY STEEL BENDER BREWYARD, LLC, 8305 SECOND ST.
168 NW, LOS RANCHOS, NM FOR A BEER WHOLESALER LICENSE SERVICE,
169 APPLICATION # 999865, FROM THE NEW MEXICO ALCOHOL AND GAMING
170 DIVISION. THE PROPERTY USING THE LICENSE IS LOCATED AT 8305
171 SECOND ST. NW, AND IS LEGALLY KNOWN AS LOT A, PLAT OF LOT A, EL
172 PORTAL AT PASEO, VILLAGE OF LOS RANCHOS DE ALBUQUERQUE,
173 BERNALILLO COUNTY, NM FILED IN THE OFFICE OF THE BERNALILLO
174 COUNTY CLERK ON JUNE 9, 2013. THE PROPERTY CONTAINS 5.1402 ACRES
175 MORE OR LESS.
176

177 *Mayor Pro-Tem Lopez requested any individual that will be speaking be sworn in by*
178 *Attorney Chappell.*
179

180 **Planner McDonough** said Steel Bender Brewery has applied for two licenses from
181 New Mexico Alcohol and Gaming, Applications #999864 and #999865. On February 28,
182 2014 the Planning and Zoning Director approved a conditional use (14-01). The
183 conditional use was publicly noticed and did not receive any adverse comments. On
184 October 15, 2015 a distance waiver was approved by the Board of Trustees. Application
185 #999865 is for a wholesale license.
186

187 **Chris Chant**, 8355 Second Street, said they hope to sell their product to local restaurants.
188

189 **Ruth Montoya**, PO Box 66064, asked how people will get to the business.

190

191 **Chris Chant**, said in September we plan to complete a crossing from second street over
192 the Alameda ditch. We are still negotiating a curb cut off with Bernalillo County. We
193 also have an entrance on Fourth Street.

194

195 **MOTION: Trustee Homan** moved approval of the request from Steel Bender Brewery
196 for a beer wholesale license as presented. **Trustee Rael** seconded the motion.

197

198 **VOTE:** The motion carried unanimously, 3-0.

199

200 C. DISCUSSION AND APPROVAL OF A ZONE CHANGE AND ZONE MAP
201 AMENDMENT FOR TRACT 157A, MRGCD MAP 29 IN THE C-1 ZONE OF THE
202 FOURTH STREET COMMERCIAL CHARACTER AREA. *Deferred from the December*
203 *9, 2015 Board of Trustees Meeting. *Deferred to the September 14, 2016 Board of*
204 *Trustees Meeting.*

205

206 **8. OLD BUSINESS**

207

208 A. DISCUSSION AND APPROVAL OF AN AMENDMENT TO THE 2013
209 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE
210 ALBUQUERQUE CHAPTER 11, ARTICLE 1 MUNICIPAL COURT, SECTION 1
211 MUNICIPAL COURT §11.1.1, SECTION 2 JURISDICTION §11.1.2, SECTION 3
212 QUALIFICATIONS OF JUDGE §11.1.3, SECTION 4 ELECTION OF JUDGE §11.1.4,
213 SECTION 5 VACANCIES §11.1.5, SECTION 6 OATH OF OFFICE §11.1.6, SECTION
214 8 TEMPORARY MUNICIPAL JUDGE §11.1.8, SECTION 9 COMPENSATION FOR
215 TEMPORARY MUNICIPAL JUDGE §11.1.9, AND SECTION 10 DUTIES
216 GENERALLY §11.1.10.

217

218 **Attorney Chappell** said the changes to this ordinance addresses many of the issues
219 discussed over the past few years. Traffic citations will now be heard before the
220 Municipal Court. The next phase is to educate and coordinate with the Bernalillo County
221 Sheriff's Department to correctly cite traffic violations to the Municipal Court.

222

223 **MOTION: Trustee Homan** moved approval of an amendment to the 2013 Codified
224 Ordinances of the Village of Los Ranchos de Albuquerque Chapter 11, Article 1
225 Municipal Court. **Trustee Rael** seconded the motion.

226

227 **VOTE:** The motion carried unanimously, 3-0.

228

229 **ROLL CALL VOTE: Trustee Rael-aye, Trustee Lopez-aye; Trustee Homan-aye.**

230

231 B. DISCUSSION AND APPROVAL OF AN AMENDMENT TO THE 2013
232 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE
233 ALBUQUERQUE CHAPTER 7 CRIMINAL CODE, ARTICLE 2 ANIMAL
234 CONTROL, SECTION 7 ENFORCEMENT AND PENALTIES §7.2.7.

235

236 **Administrator Ward** said we are removing the following from the ordinance: *If the*
237 *Animal Control Officer contacts the owner of the animal before transporting the animal*

238 *to the shelter pursuant to § 7.2.3(A), and the owner accepts the penalty assessment, the*
 239 *owner shall have the animal released to his immediate custody.*

240

241 **MOTION: Trustee Rael** moved approval of an amendment to the 2013 Codified
 242 Ordinances of the Village of Los Ranchos de Albuquerque Chapter 7 Criminal Code,
 243 Article 2 Animal Control, Section 7 Enforcement and Penalties §7.2.7. **Trustee Homan**
 244 seconded the motion.

245

246 **VOTE:** The motion carried unanimously, 3-0.

247

248 **ROLL CALL VOTE: Trustee Rael-aye, Trustee Lopez-aye; Trustee Homan-aye.**

249

250 **9. NEW BUSINESS**

251

252 A. DISCUSSION AND APPROVAL OF A VOTING DELEGATE AND
 253 ALTERNATE FOR THE 2016 NEW MEXICO MUNICIPAL LEAGUE ANNUAL
 254 CONFERENCE.

255

256 **Mayor Pro-Tem Lopez** said the 2016 Annual Conference will be held in Hobbs, New
 257 Mexico starting August 31, 2016.

258

259 **MOTION: Trustee Rael** nominated Trustee Homan as the voting delegate, **Trustee**
 260 **Homan** nominated Trustee Rael as the voting delegate alternate. **Trustee Homan**
 261 seconded the motion.

262

263 **VOTE:** The motion carried unanimously, 3-0.

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265 **10. TRUSTEES INFORMAL DISCUSSION**

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

268

269 **11. ADJOURNMENT**

270

271 The meeting was adjourned at 8:03 P.M.

272

273 **APPROVED** by the Board of Trustees of the Village of Los Ranchos de Albuquerque this 14th
 274 day of **September** 2016.

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276

277 ATTEST:

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281 _____
 Stephanie Dominguez, Village Clerk

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283

5. REPORTS

A. ADMINISTRATOR'S REPORT



Albuquerque Publishing Company
 7777 Jefferson N.E. Albuquerque, New Mexico 87109
 P.O. Drawer J-T Albuquerque, New Mexico 87103
 (505) 823-7777

Account Number
 1007387

Ad Order Number
 0001305229

Ad Proof/Order Confirmation

VILL OF LOS RANCHOS
 ATTN: KELLY WARD ADM
 6718 RIO GRANDE BLVD NW
 ALBUQUERQUE, NM 87107 USA

Ordered By Stephanie
Customer Email
Ad Cost \$18.27
Tax Amount \$1.34
Total Amount \$19.61
Amount Due \$19.61
Affidavits 0

Customer Phone 5053446582
PO Number 00253
Sales Rep eaustin
Order Taker cwhite
Payment Method Credit Card
Payment Amount \$0.00

Joint Ad #

Pick Up #

Product Albuquerque Journal
Ad Number 0001305229-01
Ad Type APC-Legals
Ad Size 1 X 29 li
Color

Placement Legal Notices
Classification Government
Sort Text VILLAGEOFLOS RANCHOSPUB
 LICNO TICEORDINANCENO255
 NOTICEISHE REBYGIVENTH
 ATONWEDNESDAYAU GUST1020
 16AT700PMATTHEWARRE NJ
 GRAYVILLAGEHA

Run Date
 08/17/2016
 08/17/2016

WYSIWYG Content

VILLAGE OF LOS RANCHOS
 PUBLIC NOTICE
 ORDINANCE NO. 255

NOTICE IS HEREBY GIVEN THAT ON WEDNESDAY, AUGUST 10, 2016, AT 7:00 P.M. AT THE WARREN J. GRAY VILLAGE HALL, LOCATED AT 6718 RIO GRANDE BLVD NW, LOS RANCHOS, NM, THE GOVERNING BODY ADOPTED ORDINANCE NO. 255, AMENDING THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE CHAPTER 7 CRIMINAL CODE, ARTICLE 2 ANIMAL CONTROL, SECTION 7 ENFORCEMENT AND PENALTIES §7.2.7. 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: August 17, 2016

VILLAGE OF LOS RANCHOS
PUBLIC NOTICE
ORDINANCE NO. 254

18 of 158

NOTICE IS HEREBY GIVEN THAT ON WEDNESDAY, AUGUST 10, 2016, AT 7:00 P.M. AT THE WARREN J. GRAY VILLAGE HALL, LOCATED AT 6718 RIO GRANDE BLVD NW, LOS RANCHOS, NM, THE GOVERNING BODY ADOPTED ORDINANCE NO. 254 AMENDING THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE CHAPTER 11, ARTICLE 1 MUNICIPAL COURT, SECTION 1 MUNICIPAL COURT §11.1.1, SECTION 2 JURISDICTION §11.1.2, SECTION 3 QUALIFICATIONS OF JUDGE §11.1.3, SECTION 4 ELECTION OF JUDGE §11.1.4, SECTION 5 VACANCIES §11.1.5, SECTION 6 OATH OF OFFICE §11.1.6, SECTION 8 TEMPORARY MUNICIPAL JUDGE §11.1.8, SECTION 9 COMPENSATION FOR TEMPORARY MUNICIPAL JUDGE §11.1.9, AND SECTION 10 DUTIES GENERALLY §11.1.10.

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: August 17, 2016

5. REPORTS

C. PLANNER'S REPORT

JULY/AUGUST 2016 BUSINESS REPORT

NEW BUSINESSES	NATURE OF BUSINESS	OPENED
Syrah Skin Care Studio	Esthetician	07/25/16
Paradise Confections	Bakery	08/12/16
Aesthetios Skin Care Studio	Esthetician	08/16/16
Fresh A Mobile Bistro	Restaurant	08/16/16
Salon 31	Beauty Salon	08/24/16
Farmhouse Market	Antiques	08/31/16
MacCornack Engineering	Engineering Firm	08/31/16
Sweet Surrender (Joliesse Chocolates)	Baker	08/31/16
A & M, LLC	Antiques	08/31/16
CLOSURES		CLOSED
Art of Hair	Cosmetologist	08/11/16
Desert Grows	Restaurant	08/01/16
Greta Hartmann, Photographer	Photographer	08/22/16
The Studio Group	Photography Studio	08/22/16
ACTIVE BUSINESSES	COMMERCIAL	350
ACTIVE HOME OCCUPATIONS		145
	TOTAL BUSINESSES	495

6. **FINANCIAL BUSINESS**

A. CASH REPORT – AUGUST 2016.

Village of Los Ranchos de Albuquerque Cash Report Summary

Cash Report for the month of August 31, 2016.

Ending cash balance at August 31, 2016 is \$9,848,890.39, which is a decrease of \$79,486.45 for this month.

YTD excess of revenues over expenditures is \$72,592.84.

Unusual or significant items:

General Obligation Bonds – Debt Service – page 29 of 33.

Paid the Depository Trust Company principal of \$170,000.00 and interest of \$68,202.50 on August 1, 2016.

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

	<i>Beginning Cash Balance</i>	<i>Excess/(Deficiency)</i>	<i>Ending Cash Balance</i>
101 General Fund	\$ 7,269,157.32	\$ 196,469.57	\$ 7,465,626.89
201 Correction	\$ 100.00	\$ 20.00	\$ 120.00
206 Emergency Medical Service Fund	\$ -	\$ -	\$ -
209 Fire Protection Fund	\$ -	\$ 108,856.00	\$ 108,856.00
211 Law Enforcement Protection Fund	\$ -	\$ 20,000.00	\$ 20,000.00
216 Municipal Street Fund	\$ 619,054.81	\$ 36,424.61	\$ 655,479.42
299 Special - Other Funds	\$ 24,512.68	\$ (2,040.87)	\$ 22,471.81
311 Capital Project Infrastructure	\$ -	\$ (49,264.48)	\$ (49,264.48)
312 Capital Project Buildings	\$ (29,341.78)	\$ 15,799.28	\$ (13,542.50)
380 Purchase Real Property Reserve F	\$ 864,530.72	\$ -	\$ 864,530.72
399 Capital Project - Other	\$ 44,423.32	\$ -	\$ 44,423.32
401 General Obligation Bonds	\$ 44,719.86	\$ (230,025.20)	\$ (185,305.34)
410 General Obligation Bonds Reserve	\$ 900,000.00	\$ -	\$ 900,000.00
505 Agri-Nature Center Farm Camps	\$ 39,140.62	\$ (5,808.37)	\$ 33,332.25
900 General Long Term Debt	\$ -	\$ (17,837.70)	\$ (17,837.70)
	\$ 9,776,297.55	\$ 72,592.84	\$ 9,848,890.39

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance	
101 - General Fund							
0099 - General Fund Revenue							
Revenues							
Franchise taxes	31100	25,332.36	27,094.94	1,763	319,586.25	66,996.29	(252,590) 20.96%
Munic gross receipts taxes	31250	104,257.14	113,436.91	9,180	1,167,485.35	214,863.29	(952,622) 18.40%
State share gross receipts taxes	32410	131,534.54	142,436.70	10,902	1,467,229.69	269,932.32	(1,197,297) 18.40%
Animal permit fees	33100	75.00	0.00	(75)	900.00	25.00	(875) 2.78%
Building permit fees	33300	3,500.00	2,311.95	(1,188)	42,000.00	10,786.52	(31,213) 25.68%
Excavation/barricade permits	33350	675.00	162.75	(512)	8,100.00	1,244.45	(6,856) 15.36%
Business registration fees	33400	210.00	245.00	35	12,600.00	420.00	(12,180) 3.33%
Parcel permit fees	33450	455.00	455.00	0	5,460.00	700.00	(4,760) 12.82%
Liquor license fees	33500	0.00	0.00	0	2,250.00	750.00	(1,500) 33.33%
Home occupation fees	33910	100.00	100.00	0	7,550.00	100.00	(7,450) 1.32%
Application fees	34010	50.00	1.75	(48)	600.00	37.75	(562) 6.29%
Los Ranchos merchandise	34880	25.00	0.00	(25)	100.00	0.00	(100) 0.00%
LR Newsletter advertising revenue	34990	1,800.00	288.25	(1,512)	21,600.00	1,788.75	(19,811) 8.28%
Miscellaneous revenue	34991	25.00	751.71	727	300.00	2,019.20	1,719 673.07%
Judicial education fee	35008	0.00	3.00	3	18.00	3.00	(15) 16.67%
Court automation fee	35015	0.00	6.00	6	36.00	6.00	(30) 16.67%
Municipal court fines	35020	0.00	25.00	25	300.00	25.00	(275) 8.33%
Investment income	36030	2,200.00	3,228.07	1,028	16,500.00	6,489.05	(10,011) 39.33%
Land rent	36075	8,338.92	8,338.92	0	100,380.06	16,677.84	(83,702) 16.61%
Trailer park rent	36077	0.00	4,674.00	4,674	0.00	9,549.00	9,549 0.00%
Small cities assistance grant	37180	0.00	0.00	0	200,000.00	0.00	(200,000) 0.00%
		278,577.96	303,559.95	24,982	3,372,995.35	602,413.46	(2,770,582) 17.86%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2016/2017 Original 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	14,400.04	1,846.16	12,554	12.82%
Wages-Full Time	41020	8,000.00	8,000.00	0	104,000.00	16,000.00	88,000	15.38%
FICA Regular	42010	510.59	510.58	0	6,786.46	1,021.17	5,765	15.05%
FICA Medicare	42020	119.41	119.40	0	1,587.14	238.80	1,348	15.05%
Retirement Contributions	42030	1,554.50	1,554.50	0	20,208.50	3,109.00	17,100	15.38%
Health Care	42050	1,571.61	1,571.59	0	18,859.33	4,714.77	14,145	25.00%
Mileage Reimbursement	43010	0.00	312.80	(313)	1,247.50	312.80	935	25.07%
Employee Training	47040	0.00	105.00	(105)	2,615.00	105.00	2,510	4.02%
Subscriptions & Memberships	47140	0.00	0.00	0	10,239.00	6,020.00	4,219	58.79%
Total Department Expenditures		12,679.19	13,096.95	(418)	179,942.97	33,367.70	146,575	18.54%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund								
0200 - Judicial								
Department Expenditures								
Wages-Elected Official	41010	0.00	0.00	0	600.00	0.00	600	0.00%
Wages-Part Time	41030	560.00	539.00	21	7,280.00	910.00	6,370	12.50%
FICA Regular	42010	34.72	33.42	1	488.56	56.42	432	11.55%
FICA Medicare	42020	8.12	7.82	0	114.28	13.20	101	11.55%
Mileage Reimbursement	43010	0.00	0.00	0	111.50	0.00	112	0.00%
Judicial Education Fee	45895	0.00	0.00	0	18.00	0.00	18	0.00%
Court Automation Fee	45900	0.00	0.00	0	36.00	0.00	36	0.00%
Employee Training	47040	280.00	0.00	280	675.00	0.00	675	0.00%
Subscriptions & Memberships	47140	0.00	0.00	0	210.00	230.00	(20)	109.52%
Total Department Expenditures		882.84	580.24	303	9,533.34	1,209.62	8,324	12.69%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current Budget	PTD Actual	PTD Variance	2016/2017 Original 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	0.00	0.00	0	0.00%
Supplies	46010	0.00	0.00	0	0.00	0.00	0	0.00%
Rent of Equipment & Machinery	47120	0.00	0.00	0	0.00	0.00	0	0.00%
Total Department Expenditures		0.00	0.00	0	0.00	0.00	0	0.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund								
1200 - Financial Administration								
Department Expenditures								
Wages-Full Time	41020	5,040.00	5,040.00	0	65,520.00	10,080.00	55,440	15.38%
Wages-Part Time	41030	369.24	369.24	0	4,800.12	738.48	4,062	15.38%
FICA Regular	42010	311.57	311.57	0	4,050.42	623.15	3,427	15.38%
FICA Medicare	42020	72.87	72.88	(0)	947.30	145.76	802	15.39%
Retirement Contributions	42030	883.89	883.90	(0)	11,490.58	1,767.80	9,723	15.38%
Health Care	42050	642.70	642.68	0	7,712.40	1,928.04	5,784	25.00%
Audit Fees	45010	5,814.19	5,814.19	0	13,092.13	9,029.82	4,062	68.97%
Prof. Service - Computer Support	45150	0.00	0.00	0	1,132.56	0.00	1,133	0.00%
Contract Svc-Bank Charges	45901	650.00	656.83	(7)	7,800.00	1,321.74	6,478	16.95%
Supplies	46010	0.00	0.00	0	800.00	0.00	800	0.00%
Subscriptions & Memberships	47140	0.00	0.00	0	50.00	50.00	0	100.00%
Total Department Expenditures		13,784.46	13,791.29	(7)	117,395.51	25,684.79	91,711	21.88%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund								
1700 - Planning and Zoning								
Department Expenditures								
Wages-Full Time	41020	13,200.00	13,200.00	0	171,600.00	26,400.02	145,200	15.38%
Overtime Wages	41050	0.00	122.91	(123)	0.00	122.91	(123)	0.00%
FICA Regular	42010	778.11	785.71	(8)	10,115.43	1,563.80	8,552	15.46%
FICA Medicare	42020	181.98	183.74	(2)	2,365.73	365.70	2,000	15.46%
Retirement Contributions	42030	2,314.95	2,314.96	(0)	30,094.36	4,629.92	25,464	15.38%
Health Care	42050	1,475.93	1,475.91	0	17,711.17	4,427.73	13,283	25.00%
Prof. Service - Engineers	45030	531.25	0.00	531	2,125.00	0.00	2,125	0.00%
EPA Stormwater Monitoring	45035	0.00	0.00	0	2,000.00	1,000.00	1,000	50.00%
Storm Water Team Participation	45040	0.00	0.00	0	5,000.00	5,000.00	0	100.00%
Const Regulation Services	45045	0.00	0.00	0	17,500.00	0.00	17,500	0.00%
Fire Inspection Services	45050	60.00	90.00	(30)	480.00	90.00	390	18.75%
Prof. Service - Zoning Ordinance	45055	0.00	1,126.13	(1,126)	0.00	1,126.13	(1,126)	0.00%
Printing, Publishing, & Advert.	47080	50.00	0.00	50	600.00	0.00	600	0.00%
Subscriptions & Memberships	47140	50.00	0.00	50	110.00	0.00	110	0.00%
Total Department Expenditures		18,642.22	19,299.36	(657)	259,701.69	44,726.21	214,975	17.22%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current Budget	Cash Basis Actual	PTD Current Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund								
1840 - General Administration								
Department Expenditures								
Wages-Full Time	41020	7,440.00	7,377.61	62	96,720.00	14,817.61	81,902	15.32%
FICA Regular	42010	443.92	432.13	12	5,770.98	868.19	4,903	15.04%
FICA Medicare	42020	103.82	101.06	3	1,349.66	203.02	1,147	15.04%
Retirement Contributions	42030	1,304.79	1,293.80	11	16,962.28	2,598.54	14,364	15.32%
Health Care	42050	928.92	1,132.79	(204)	11,947.03	5,849.97	6,097	48.97%
Worker's Comp. Assessment	42080	0.00	0.00	0	170.20	0.00	170	0.00%
Mileage Reimbursement	43010	300.00	0.00	300	1,311.50	0.00	1,312	0.00%
Per Diem (Meals, Lodging, etc)	43020	350.00	88.26	262	2,395.00	88.26	2,307	3.69%
Maint-Building & Structure	44010	0.00	0.00	0	4,000.00	105.70	3,894	2.64%
Maint-Vehicle/furn/fixt/equip	44040	175.00	0.00	175	700.00	0.00	700	0.00%
Attorney Fees and Settlements	45020	7,800.00	8,135.47	(335)	93,600.00	14,500.87	79,099	15.49%
Prof. Service - Computer Support	45150	3,773.81	0.00	3,774	16,826.40	0.00	16,826	0.00%
Prof. Service - Appraisals	45155	4,000.00	0.00	4,000	6,000.00	0.00	6,000	0.00%
Prof. Service - Water Rights	45165	0.00	0.00	0	5,000.00	0.00	5,000	0.00%
Community Events - Lavender	45909	0.00	0.00	0	45,000.00	0.00	45,000	0.00%
Contract Svc-Physicals	45910	150.00	132.38	18	600.00	132.38	468	22.06%
Supplies	46010	800.00	1,118.44	(318)	9,600.00	1,222.02	8,378	12.73%
Los Ranchos merchandise	46015	0.00	0.00	0	1,000.00	0.00	1,000	0.00%
Miscellaneous	46090	100.00	2.41	98	1,200.00	2.41	1,198	0.20%
Employee Training	47040	1,130.00	300.00	830	3,775.00	300.00	3,475	7.95%
Insurance-Non employee	47060	0.00	0.00	0	45,462.20	43,212.20	2,250	95.05%
Postage & Mail Service	47070	250.00	186.00	64	8,825.00	186.00	8,639	2.11%
Printing,Publishing,& Advert.	47080	225.00	212.96	12	5,820.63	333.16	5,487	5.72%
Printing,Pub/Advert-LR News	47081	0.00	5,149.93	(5,150)	50,986.96	5,149.93	45,837	10.10%
Rent of Equipment & Machinery	47120	681.30	728.46	(47)	8,495.28	1,810.22	6,685	21.31%
Subscriptions & Memberships	47140	825.00	866.00	(41)	1,541.00	926.00	615	60.09%
Telephone	47150	1,083.19	1,304.99	(222)	12,998.28	2,285.11	10,713	17.58%
Utilities	47160	3,617.72	4,155.41	(538)	26,925.50	10,720.30	16,205	39.81%
Workers' Compensation Insurance	47210	0.00	64.00	(64)	12,635.00	12,224.00	411	96.75%
Total Department Expenditures		35,482.47	32,782.10	2,700	497,617.90	117,535.89	380,082	23.62%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund								
1920 - Police								
Department Expenditures								
Contract services - BCSO	45902	6,731.80	0.00	6,732	87,522.60	0.00	87,523	0.00%
Total Department Expenditures		6,731.80	0.00	6,732	87,522.60	0.00	87,523	0.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
101 - General Fund								
1960 - Animal Control/Parks/Streets								
Department Expenditures								
Wages-Full Time	41020	8,040.00	8,040.00	0	104,520.00	16,080.00	88,440	15.38%
Wages-Temporary	41040	3,680.00	520.00	3,160	14,720.00	520.00	14,200	3.53%
FICA Regular	42010	713.91	516.08	198	7,227.38	999.91	6,227	13.84%
FICA Medicare	42020	166.96	120.70	46	1,690.24	233.86	1,456	13.84%
Retirement Contributions	42030	1,410.02	1,410.02	0	18,330.24	2,820.04	15,510	15.38%
Health Care	42050	315.97	315.97	0	3,791.63	947.91	2,844	25.00%
Transportation Exp. (Gas, Oil, etc.)	43030	500.00	762.79	(263)	7,890.00	1,310.89	6,579	16.61%
Maint-Building & Structure	44010	1,000.00	206.19	794	4,000.00	681.62	3,318	17.04%
Maintenance - Grounds/Roadways	44030	7,500.00	7,317.52	182	90,000.00	23,426.94	66,573	26.03%
Maint-Vehicle/furn/fixt/equip	44040	1,500.00	2,257.50	(758)	18,000.00	2,374.17	15,626	13.19%
Prof. Service - Animal Control	45140	550.00	456.67	93	6,600.00	3,061.32	3,539	46.38%
Supplies	46010	1,900.00	2,365.86	(466)	22,800.00	5,362.56	17,437	23.52%
Safety Equipment	47050	100.00	0.00	100	400.00	0.00	400	0.00%
Rent of Equipment & Machinery	47120	350.00	134.30	216	1,400.00	271.48	1,129	19.39%
Utilities	47160	2,667.20	2,498.37	169	38,551.87	5,449.75	33,102	14.14%
Total Department Expenditures		30,394.06	26,921.97	3,472	339,921.36	63,540.45	276,381	18.69%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original 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	113,300.00	339,900	25.00%
Total Department Expenditures		0.00	0.00	0	453,200.00	113,300.00	339,900	25.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current Budget	PTD Actual	PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance	
101 - General Fund							
Summary of General Fund Revenues and Expenses							
Beginning cash and cash equivalents	7,264,390.11	7,268,538.85	4,149	7,269,157.32	7,269,157.32	0	
Revenues							
General Fund Revenues	278,577.96	303,559.95	24,982	3,372,995.35	602,413.46	(2,770,582)	17.86%
Expenditures							
Executive Legislative	12,679.19	13,096.95	(418)	179,942.97	33,367.70	146,575	18.54%
Judicial	882.84	580.24	303	9,533.34	1,209.62	8,324	12.69%
Elections	0.00	0.00	0	0.00	0.00	0	0.00%
Financial Administration	13,784.46	13,791.29	(7)	117,395.51	25,684.79	91,711	21.88%
Planning and Zoning	18,642.22	19,299.36	(657)	259,701.69	44,726.21	214,975	17.22%
General Administration	35,482.47	32,782.10	2,700	497,617.90	117,535.89	380,082	23.62%
Police	6,731.80	0.00	6,732	87,522.60	0.00	87,523	0.00%
Animal Control/Parks/Streets	30,394.06	26,921.97	3,472	339,921.36	63,540.45	276,381	18.69%
Fire	0.00	0.00	0	453,200.00	113,300.00	339,900	25.00%
Total Fund Expenditures	118,597.04	106,471.91	12,125	1,944,835.37	399,364.66	1,545,471	20.53%
Excess/(deficiency) of revenues over expenditures	159,980.92	197,088.04	37,107	1,428,159.98	203,048.80	(1,225,111)	14.22%
Capital Expenditures							
Capital Buildings & Structures 48010	0.00	0.00	0	345,000.00	0.00	345,000	0.00%
Capital Equipment & Machinery 48020	0.00	0.00	0	25,000.00	0.00	25,000	0.00%
Capital Roadways, Bridges, & Culverts 48080	0.00	0.00	0	1,000,000.00	6,579.23	993,421	0.66%
Capital - Other 48900	0.00	0.00	0	55,000.00	0.00	55,000	0.00%
Total Capital Expenditures	0.00	0.00	0	1,425,000.00	6,579.23	1,418,421	0.46%
Other financing sources (uses)							
Agricultural Committee Special Fund 52001	0.00	0.00	0	(1,500.00)	0.00	1,500	0.00%
Purchase Real Property Reserve Fund 52001	0.00	0.00	0	(635,469.28)	0.00	635,469	0.00%
General Obligation Bonds Reserve 52001	0.00	0.00	0	(100,000.00)	0.00	100,000	0.00%
General Long Term Debt 52001	0.00	0.00	0	(323,471.12)	0.00	323,471	0.00%
Law Enforcement Protection Fund 52001	0.00	0.00	0	(42,000.00)	0.00	42,000	0.00%
Total other financing sources (uses)	0.00	0.00	0	(1,102,440.40)	0.00	1,102,440	0.00%
Excess/(deficiency) after capital expenditures & other financing sources	159,980.92	197,088.04	37,107	(1,099,280.42)	196,469.57	1,295,750	-17.87%
Ending cash and cash equivalents	7,424,371.03	7,465,626.89	41,256	6,169,876.90	7,465,626.89	1,295,750	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current Budget	PTD Actual	PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance	
201 - Correction							
0200 - Judicial							
Beginning cash and cash equivalents	100.00	100.00	0	100.00	100.00	0	
Revenues							
Corrections fee	20.00	20.00	0	80.00	20.00	(60)	25.00%
	20.00	20.00	0	80.00	20.00	(60)	25.00%
Expenditures							
Correction costs	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	20.00	20.00	0	80.00	20.00	(60)	25.00%
Ending cash and cash equivalents	120.00	120.00	0	180.00	120.00	(60)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current Budget	PTD Actual	PTD Variance	2016/2017 Original 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	
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 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance	
209 - Fire Protection Fund							
9209 - Fire Protection Fund							
Beginning cash and cash equivalents	106,399.00	108,856.00	2,457	0.00	0.00	0	
Revenues							
State Grant - Fire Protection Distribution 37120	0.00	0.00	0	106,399.00	108,856.00	2,457	102.31%
	0.00	0.00	0	106,399.00	108,856.00	2,457	102.31%
Expenditures							
IGA for Fire Protection & EMS Services 45928	106,399.00	0.00	106,399	106,399.00	0.00	106,399	0.00%
Total Fund Expenditures	106,399.00	0.00	106,399	106,399.00	0.00	106,399	0.00%
Excess/(deficiency) of revenues over expenditures	(106,399.00)	0.00	106,399	0.00	108,856.00	108,856	0.00%
Ending cash and cash equivalents	0.00	108,856.00	108,856	0.00	108,856.00	108,856	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current Budget	PTD Actual	PTD Variance	2016/2017 Original 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	0.00	0.00	0	
Revenues							
Law Enforcement grant	35010	0.00	0.00	0	20,000.00	20,000.00	0 100.00%
		0.00	0.00	0	20,000.00	20,000.00	0 100.00%
Expenditures							
Maint-Vehicle/furn/fixt/equip	44040	0.00	0.00	0	5,000.00	0.00	5,000 0.00%
MOU for Public Safety Services	45929	0.00	0.00	0	52,000.00	0.00	52,000 0.00%
Training	47040	0.00	0.00	0	5,000.00	0.00	5,000 0.00%
Total Fund Expenditures		0.00	0.00	0	62,000.00	0.00	62,000 0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	(42,000.00)	20,000.00	62,000 -47.62%
Other financing sources (uses)							
Operating transfers in	51001	0.00	0.00	0	42,000.00	0.00	(42,000) 0.00%
Total other financing sources (uses)		0.00	0.00	0	42,000.00	0.00	(42,000) 0.00%
Excess (deficiency) after other financing sources (uses)		0.00	0.00	0	0.00	20,000.00	20,000 0.00%
Ending cash and cash equivalents		20,000.00	20,000.00	0	0.00	20,000.00	20,000

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current Budget	PTD Cash Basis Actual	PTD Current Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
216 - Municipal Street Fund								
9216 - Municipal Street Fund								
Beginning cash and cash equivalents	637,474.44	636,621.50	(853)	619,054.81	619,054.81	0		
Revenues								
Gross Receipts (Infra)	31240	12,807.52	13,950.28	1,143	143,430.46	26,424.37	(117,006)	18.42%
Gasoline Tax-Street	32310	3,100.00	2,967.40	(133)	37,200.00	5,984.42	(31,216)	16.09%
Motor Vehicle Registration	32610	2,000.00	1,940.24	(60)	24,000.00	4,015.82	(19,984)	16.73%
Total Fund Revenue		17,907.52	18,857.92	950	204,630.46	36,424.61	(168,206)	17.80%
Expenditures								
Road Improvements	48080	0.00	0.00	0	500,000.00	0.00	500,000	0.00%
Total Fund Expenditures		0.00	0.00	0	500,000.00	0.00	500,000	0.00%
Excess/(deficiency) of revenues over expenditures		17,907.52	18,857.92	950	(295,369.54)	36,424.61	331,794	12.33%
Ending cash and cash equivalents		655,381.96	655,479.42	97	323,685.27	655,479.42	331,794	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTB Budget	Cash Basis Actual	PTD Current PTB Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
299 - Special - Other Funds								
3000 - Fine Arts								
Beginning cash and cash equivalents	8,012.66	7,652.66	(360)	7,922.66	7,922.66	0		
Revenues								
Arts & Crafts Market Revenue	34997	50.00	0.00	(50)	2,570.00	0.00	(2,570)	0.00%
		50.00	0.00	(50)	2,570.00	0.00	(2,570)	0.00%
Department Expenditures								
Supplies	46010	50.00	140.20	(90)	100.00	140.20	(40)	140.20%
Miscellaneous Expense	46090	100.00	190.00	(90)	400.00	460.00	(60)	115.00%
Postage & Mail Service	47070	10.00	0.00	10	40.00	0.00	40	0.00%
Printing, Publishing & Advert.	47080	75.00	60.00	15	300.00	60.00	240	20.00%
Subscriptions & Memberships	47140	0.00	0.00	0	25.00	0.00	25	0.00%
Total Department Expenditures		235.00	390.20	(155)	865.00	660.20	205	76.32%
Excess/(deficiency) of revenues over expenditures		(185.00)	(390.20)	(205)	1,705.00	(660.20)	(2,365)	-38.72%
Other financing sources (uses)								
Operating transfers out	52001	0.00	0.00	0	(1,500.00)	0.00	(1,500)	0.00%
Total other financing sources (uses)		0.00	0.00	0	(1,500.00)	0.00	(1,500)	0.00%
Excess (deficiency) after other financing sources (uses)		(185.00)	(390.20)	(205)	205.00	(660.20)	(3,865)	-322.05%
Ending cash and cash equivalents		7,827.66	7,262.46	(565)	8,127.66	7,262.46	(3,865)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current Budget	PTD Actual	PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
299 - Special - Other Funds								
3001 - Agricultural Committee								
Beginning cash and cash equivalents	286.28	383.51	97	1,130.38	1,130.38	0		
Revenues								
Farmers' Market Revenue	34995	0.00	0.00	0	3,150.00	0.00	(3,150)	0.00%
		0.00	0.00	0	3,150.00	0.00	(3,150)	0.00%
Department Expenditures								
Supplies	46010	250.00	0.00	250	500.00	0.00	500	0.00%
Miscellaneous	46090	25.00	0.00	25	100.00	0.00	100	0.00%
Insurance-Non Employee	47060	0.00	0.00	0	375.00	0.00	375	0.00%
Printing,Publishing & Advert.	47080	419.10	633.80	(215)	5,029.20	955.67	4,074	19.00%
Rent of Equipment & Machinery	47120	0.00	0.00	0	425.00	425.00	0	100.00%
Subscriptions & Memberships	47140	0.00	0.00	0	100.00	0.00	100	0.00%
Total Department Expenditures		694.10	633.80	60	6,529.20	1,380.67	5,149	21.15%
Excess/(deficiency) of revenues over expenditures		(694.10)	(633.80)	60	(3,379.20)	(1,380.67)	1,999	40.86%
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	3,000.00	0.00	(3,000)	0.00%
Total other financing sources (uses)		0.00	0.00	0	3,000.00	0.00	(3,000)	0.00%
Excess (deficiency) after other financing sources (uses)		(694.10)	(633.80)	60	(379.20)	(1,380.67)	(1,001)	364.10%
Ending cash and cash equivalents		(407.82)	(250.29)	158	751.18	(250.29)	(1,001)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original 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	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 459.64	0.00	460	459.64	0.00	460	0.00%
Total Department Expenditures	459.64	0.00	460	459.64	0.00	460	0.00%
Excess/(deficiency) of revenues over expenditures	(459.64)	0.00	(460)	(459.64)	0.00	460	0.00%
Ending cash and cash equivalents	0.00	459.64	460	0.00	459.64	460	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	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	0	
Revenues							
Contributions - Other	36019	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							
Improvements	48900	0.00	0.00	0	15,000.00	0.00	15,000 0.00%
Total Department Expenditures		0.00	0.00	0	15,000.00	0.00	15,000 0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	(15,000.00)	0.00	15,000 0.00%
Ending cash and cash equivalents		15,000.00	15,000.00	0	0.00	15,000.00	15,000

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original 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	23,758.58	23,495.81	(263)	24,512.68	24,512.68	0	
Revenues							
Fine Arts	50.00	0.00	(50)	2,570.00	0.00	(2,570)	0.00%
Agricultural Committee	0.00	0.00	0	3,150.00	0.00	(3,150)	0.00%
Scenic Byways	0.00	0.00	0	0.00	0.00	0	0.00%
Agri-Nature Center	0.00	0.00	0	0.00	0.00	0	0.00%
Total Fund Revenues	50.00	0.00	(50)	5,720.00	0.00	(5,720)	0.00%
Expenditures							
Fine Arts	235.00	390.20	(155)	865.00	660.20	205	76.32%
Agricultural Committee	694.10	633.80	60	6,529.20	1,380.67	5,149	21.15%
Scenic Byways	459.64	0.00	460	459.64	0.00	460	0.00%
Agri-Nature Center	0.00	0.00	0	15,000.00	0.00	15,000	0.00%
Total Fund Expenditures	1,388.74	1,024.00	365	22,853.84	2,040.87	20,813	8.93%
Excess/(deficiency) of revenues over expenditures	(1,338.74)	(1,024.00)	315	(17,133.84)	(2,040.87)	15,093	0.00%
Other financing sources (uses)							
Operating transfers in	0.00	0.00	0	3,000.00	0.00	(3,000)	0.00%
Operating transfers out	0.00	0.00	0	(1,500.00)	0.00	(1,500)	0.00%
Total other financing sources (uses)	0.00	0.00	0	1,500.00	0.00	(4,500)	0.00%
Excess/(deficiency) after other financing sources (uses)	(1,338.74)	(1,024.00)	315	(15,633.84)	(2,040.87)	10,593	0.00%
Ending cash and cash equivalents	22,419.84	22,471.81	52	8,878.84	22,471.81	13,593	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2016/2017 Original 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	15,000.00	0.00	(15,000)	358,738.75	0.00	(358,739)	0.00%
		15,000.00	0.00	(15,000)	358,738.75	0.00	(358,739)	0.00%
Expenditures								
Capital Expenditure - Roadway	48080	15,000.00	49,264.48	(34,264)	358,738.75	49,264.48	309,474	13.73%
Total Fund Expenditures		15,000.00	49,264.48	(34,264)	358,738.75	49,264.48	309,474	13.73%
Excess/(deficiency) of revenues over expenditures		0.00	(49,264.48)	(49,264)	0.00	(49,264.48)	(49,264)	0.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current Budget	PTD Actual	PTD Variance	2016/2017 Original 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	0.00	0.00	0	350,500.00	0.00	0.00%
		0.00	0.00	0	350,500.00	0.00	0.00%
Expenditures							
Capital Expenditure - Roadway	48080	0.00	0.00	0	350,500.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	350,500.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	0.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current Budget	PTD Actual	PTD Variance	2016/2017 Original 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	
Revenues							
Improvements 4th St - C3131828	15,000.00	0.00	(15,000)	358,738.75	0.00	(358,739)	0.00%
Improvements 4th St - C3150909	0.00	0.00	0	350,500.00	0.00	(350,500)	0.00%
	15,000.00	0.00	(15,000)	709,238.75	0.00	(709,239)	0.00%
Expenditures							
Improvements 4th St - C3131828	15,000.00	49,264.48	(34,264)	358,738.75	49,264.48	309,474	13.73%
Improvements 4th St - C3150909	0.00	0.00	0	350,500.00	0.00	350,500	0.00%
Total Fund Expenditures	15,000.00	49,264.48	(34,264)	709,238.75	49,264.48	659,974	6.95%
Excess/(deficiency) of revenues over expenditures	0.00	(49,264.48)	(49,264)	0.00	(49,264.48)	(49,264)	0.00%
Ending cash and cash equivalents	0.00	(49,264.48)	(49,264)	0.00	(49,264.48)	(49,264)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2016/2017 Original 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	25,000.00	0.00	(25,000)	165,000.00	15,799.28	(149,201)	9.58%
		25,000.00	0.00	(25,000)	165,000.00	15,799.28	(149,201)	9.58%
Expenditures								
Capital Expenditure - Buildings	48010	25,000.00	0.00	25,000	135,658.22	0.00	135,658	0.00%
Total Fund Expenditures		25,000.00	0.00	25,000	135,658.22	0.00	135,658	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	29,341.78	15,799.28	(13,543)	53.85%

Village of Los Ranchos de Albuquerque
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From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance	
312 - Capital Project Buildings							
Beginning cash and cash equivalents	0.00	(13,542.50)	(13,543)	(29,341.78)	(29,341.78)	0	
Revenues							
Improvements Agri-Nature ID 15-0734	25,000.00	0.00	(25,000)	165,000.00	15,799.28	(149,201)	9.58%
	25,000.00	0.00	(25,000)	165,000.00	15,799.28	(149,201)	9.58%
Expenditures							
Improvements Agri-Nature ID 15-0734	25,000.00	0.00	25,000	135,658.22	0.00	135,658	0.00%
Total Fund Expenditures	25,000.00	0.00	25,000	135,658.22	0.00	135,658	0.00%
Excess/(deficiency) of revenues over expenditures	0.00	0.00	0	29,341.78	15,799.28	(13,543)	53.85%
Ending cash and cash equivalents	0.00	(13,542.50)	(13,543)	0.00	(13,542.50)	(13,543)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTD Budget	Cash Basis Actual	PTD Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
380 - Purchase Real Property Reserve Fund								
3801 - Purchase Real Property Fund								
Beginning cash and cash equivalents	864,530.72	864,530.72	0	864,530.72	864,530.72	0		
Expenditures								
Property Purchase	48040	100,000.00	0.00	100,000	1,500,000.00	0.00	1,500,000	0.00%
Total Fund Expenditures		100,000.00	0.00	100,000	1,500,000.00	0.00	1,500,000	0.00%
Excess/(deficiency) of revenues over expenditures		(100,000.00)	0.00	(100,000)	(1,500,000.00)	0.00	1,500,000	0.00%
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	635,469.28	0.00	(635,469)	0.00%
Total other financing sources (uses)		0.00	0.00	0	635,469.28	0.00	(635,469)	0.00%
Excess/(deficiency) after other financing sources (uses)		(100,000.00)	0.00	(100,000)	(864,530.72)	0.00	864,531	0.00%
Ending cash and cash equivalents		764,530.72	864,530.72	100,000	0.00	864,530.72	864,531	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current Budget	PTD Actual	PTD Variance	2016/2017 Original 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	0	
Revenues							
Cash in Lieu of Land Dedication	36015	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							
Land Acquisition	48040	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	44,423.32	44,423.32	0	44,423.32	44,423.32	0	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance	% of Total Budget
401 - General Obligation Bonds							
1830 - General Obligation Bonds							
Beginning cash and cash equivalents	49,671.49	50,915.05	1,244	44,719.86	44,719.86	0	
Revenues							
Property Taxes - Current	31500	0.00	0.00	0	230,861.03	0.00	(230,861) 0.00%
Property Taxes - Delinquent	31510	1,414.75	1,982.11	567	7,781.13	8,177.30	396 105.09%
Total Revenue		1,414.75	1,982.11	567	238,642.16	8,177.30	(230,465) 3.43%
Expenditures							
Debt Service Principal	49010	170,000.00	170,000.00	0	170,000.00	170,000.00	0 100.00%
Debt Service Interest	49020	68,202.50	68,202.50	0	132,367.50	68,202.50	64,165 51.53%
Total Fund Expenditures		238,202.50	238,202.50	0	302,367.50	238,202.50	64,165 78.78%
Excess/(deficiency) of revenues over expenditures		(236,787.75)	(236,220.39)	567	(63,725.34)	(230,025.20)	(166,300) 360.96%
Other financing sources (uses)							
Operating transfers in	52001	0.00	0.00	0	19,005.48	0.00	19,005 0.00%
Total other financing sources (uses)		0.00	0.00	0.00	19,005.48	0.00	19,005.48 0.00%
Excess (deficiency) after other financing sources (uses)		(236,787.75)	(236,220.39)	567.36	(44,719.86)	(230,025.20)	(147,294.38) 514.37%
Ending cash and cash equivalents		(187,116.26)	(185,305.34)	1,810.92	0.00	(185,305.34)	(147,294.38)

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance	
410 - General Obligation Bonds Reserve Fund							
4101 - General Obligation Bonds Reserve							
Beginning cash and cash equivalents	900,000.00	900,000.00	0	900,000.00	900,000.00	0	
Other financing sources (uses)							
Operating transfers in	51001	0.00	0.00	0	100,000.00	0.00	(100,000) 0.00%
Operating transfers out	52001	0.00	0.00	0	(19,005.48)	0.00	(19,005) 0.00%
Total other financing sources (uses)		0.00	0.00	0	80,994.52	0.00	(119,005) 0.00%
Excess/(deficiency) after other financing sources (uses)		0.00	0.00	0	80,994.52	0.00	(119,005) 0.00%
Ending cash and cash equivalents	900,000.00	900,000.00	0	980,994.52	900,000.00	(119,005)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance	
505 - Agri-Nature Center Farm Camps							
1500 - Farm Camps							
Beginning cash and cash equivalents	33,558.25	33,356.94	(201)	39,140.62	39,140.62	0	
Revenues							
Farm camp revenue	36065	0.00	0.00	0	30,000.00	0.00	(30,000) 0.00%
Total Revenue	0.00	0.00	0	30,000.00	0.00	(30,000)	0.00%
Expenditures							
Wages-Temporary	41040	0.00	0.00	0	18,861.88	4,218.14	14,644 22.36%
Overtime Wages	41050	0.00	0.00	0	157.50	157.50	0 100.00%
FICA regular	42010	0.00	0.00	0	1,179.21	271.28	908 23.01%
FICA medicare	42020	0.00	0.00	0	275.79	63.44	212 23.00%
Worker's Comp. Assessment	42080	0.00	0.00	0	11.50	0.00	12 0.00%
Supplies	46010	0.00	0.00	0	2,200.00	201.32	1,999 9.15%
Miscellaneous Expense	46090	0.00	0.00	0	150.00	0.00	150 0.00%
Training	47040	0.00	0.00	0	245.00	0.00	245 0.00%
Printing,Publishing,& Advert.	47080	0.00	24.69	(25)	250.00	24.69	225 9.88%
Insurance Workers' Compensation	47210	0.00	0.00	0	872.00	872.00	0 100.00%
Total Fund Expenditures	0.00	24.69	(25)	24,202.88	5,808.37	18,395	24.00%
Excess/(deficiency) of revenues over expenditures	0.00	(24.69)	(25)	5,797.12	(5,808.37)	(11,605)	-100.19%
Ending cash and cash equivalents	33,558.25	33,332.25	(226)	44,937.74	33,332.25	(11,605)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget	
	Current PTB Budget	Cash Basis Actual	PTD Current PTB Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance		
900 - General Long Term Debt								
9000 - General Long Term Debt								
Beginning cash and cash equivalents	(8,918.85)	(8,918.85)	0	0.00	0.00	0		
Expenditures								
First American Bank Principal	49030	4,075.53	4,173.60	(98)	283,878.17	8,318.78	275,559	2.93%
First American Bank Interest	49035	2,047.49	1,949.42	98	6,042.99	3,927.26	2,116	64.99%
Luthy Note #2 Principal	49040	478.49	478.49	0	6,193.89	995.53	5,198	16.07%
Luthy Note #2 Interest	49045	1,288.46	1,288.46	0	15,009.51	2,538.37	12,471	16.91%
Luthy Note #3 Principal	49050	278.62	278.62	0	3,606.67	579.69	3,027	16.07%
Luthy Note #3 Interest	49055	750.26	750.26	0	8,739.89	1,478.07	7,262	16.91%
Total Fund Expenditures		8,918.85	8,918.85	(0)	323,471.12	17,837.70	305,633	5.51%
Excess/(deficiency) of revenues over expenditures		(8,918.85)	(8,918.85)	0	(323,471.12)	(17,837.70)	305,633	5.51%
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	323,471.12	0.00	(323,471)	0.00%
Total other financing sources (uses)		0.00	0.00	0	323,471.12	0.00	(323,471)	0.00%
Excess/(deficiency) after other financing sources (uses)		(8,918.85)	(8,918.85)	0	0.00	(17,837.70)	(17,838)	
Ending cash and cash equivalents		(17,837.70)	(17,837.70)	0	0.00	(17,837.70)	(17,838)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2016 Through 08/31/2016

Account No.	Current Period			Year - to -Date			% of Total Budget
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2016/2017 Original Budget	Cash Basis YTD Actual	YTD Budget Variance	
Summary of Revenues and Expenditures							
Beginning cash and cash equivalents	9,935,387.06	9,928,376.84	(7,010)	9,776,297.55	9,776,297.55	0	
Revenues							
General Fund	278,577.96	303,559.95	24,982	3,372,995.35	602,413.46	(2,770,582)	17.86%
Correction	20.00	20.00	0	80.00	20.00	(60)	25.00%
Emergency Medical Service Fund	0.00	0.00	0	0.00	0.00	0	0.00%
Fire Protection Fund	0.00	0.00	0	106,399.00	108,856.00	2,457	102.31%
Law Enforcement Protection Fund	0.00	0.00	0	20,000.00	20,000.00	0	100.00%
Municipal Street Fund	17,907.52	18,857.92	950	204,630.46	36,424.61	(168,206)	17.80%
Special - Other Funds	50.00	0.00	(50)	5,720.00	0.00	(5,720)	0.00%
Capital Project Infrastructure	15,000.00	0.00	(15,000)	709,238.75	0.00	(709,239)	0.00%
Capital Project Buildings	25,000.00	0.00	(25,000)	165,000.00	15,799.28	(149,201)	9.58%
Purchase Real Property Reserve Fund	0.00	0.00	0	0.00	0.00	0	0.00%
Capital Project - Other	0.00	0.00	0	0.00	0.00	0	0.00%
General Obligation Bonds	1,414.75	1,982.11	567	238,642.16	8,177.30	(230,465)	3.43%
General Obligation Bonds Reserve Fund	0.00	0.00	0	0.00	0.00	0	0.00%
Agri-Nature Center Farm Camps	0.00	0.00	0	30,000.00	0.00	(30,000)	0.00%
General Long Term Debt	0.00	0.00	0	0.00	0.00	0	0.00%
Total Revenues	337,970.23	324,419.98	(13,550)	4,852,705.72	791,690.65	(4,061,015)	16.31%
Expenditures							
General Fund	118,597.04	106,471.91	12,125	3,369,835.37	405,943.89	2,963,891	12.05%
Correction	0.00	0.00	0	0.00	0.00	0	0.00%
Emergency Medical Service Fund	0.00	0.00	0	0.00	0.00	0	0.00%
Fire Protection Fund	106,399.00	0.00	106,399	106,399.00	0.00	106,399	0.00%
Law Enforcement Protection Fund	0.00	0.00	0	62,000.00	0.00	62,000	0.00%
Municipal Street Fund	0.00	0.00	0	500,000.00	0.00	500,000	0.00%
Special - Other Funds	1,388.74	1,024.00	365	22,853.84	2,040.87	20,813	8.93%
Capital Project Infrastructure	15,000.00	49,264.48	(34,264)	709,238.75	49,264.48	659,974	6.95%
Capital Project Buildings	25,000.00	0.00	25,000	135,658.22	0.00	135,658	0.00%
Purchase Real Property Reserve Fund	100,000.00	0.00	100,000	1,500,000.00	0.00	1,500,000	0.00%
Capital Project - Other	0.00	0.00	0	0.00	0.00	0	0.00%
General Obligation Bonds	238,202.50	238,202.50	0	302,367.50	238,202.50	64,165	78.78%
Agri-Nature Center Farm Camps	0.00	24.69	(25)	24,202.88	5,808.37	18,395	24.00%
General Long Term Debt	8,918.85	8,918.85	(0)	323,471.12	17,837.70	305,633	5.51%
Total Expenditures	613,506.13	403,906.43	209,600	7,056,026.68	719,097.81	6,336,929	10.19%
Excess/(deficiency) of revenues over expenditures	(275,535.90)	(79,486.45)	196,049	(2,203,320.96)	72,592.84	2,275,914	-3.29%
Other financing sources (uses)							
Operating transfers in	0.00	0.00	0.00	1,122,945.88	0.00	(1,084,934.92)	0.00%
Operating transfers out	0.00	0.00	0.00	(1,122,945.88)	0.00	1,081,934.92	0.00%
	0.00	0.00	0	0.00	0.00	(3,000)	0.00%
Excess/(deficiency) after other financing sources (uses)	(275,535.90)	(79,486.45)	196,049	(2,203,320.96)	72,592.84	2,272,914	-3.29%
Ending cash and cash equivalents	9,659,851.16	9,848,890.39	189,039	7,572,976.59	9,848,890.39	2,275,914	

Ending cash and cash equivalents
\$9,848,890.39

Village of Los Ranchos de Albuquerque

Check Register for the Month of August 2016

Payee	Check Date	Check Number	Check Amount
Albuquerque Bernalillo County	8/31/2016	39058	2,815.24
Total Albuquerque Bernalillo County			<u>2,815.24</u>
Albuquerque Power Equipment	8/10/2016	38997	135.98
Albuquerque Power Equipment	8/22/2016	39038	165.53
Albuquerque Power Equipment	8/31/2016	39059	995.97
Total Albuquerque Power Equipment			<u>1,297.48</u>
Albuquerque Publishing Co.	8/10/2016	38998	212.96
Total Albuquerque Publishing Co.			<u>212.96</u>
Albuquerque Sign Print	8/31/2016	39060	531.00
Total Albuquerque Sign Print			<u>531.00</u>
Alibi	8/10/2016	38999	53.66
Alibi	8/22/2016	39039	160.97
Alibi	8/31/2016	39061	53.66
Total Alibi			<u>268.29</u>
Atlas Pumping Company, Inc.	8/22/2016	39040	800.00
Atlas Pumping Company, Inc.	8/31/2016	39063	950.00
Total Atlas Pumping Company, Inc.			<u>1,750.00</u>
AutoZone, Inc.	8/31/2016	39064	24.80
Total AutoZone, Inc.			<u>24.80</u>
Baca's Trees	8/31/2016	39065	879.45
Total Baca's Trees			<u>879.45</u>
Bank of America	8/10/2016	39001	1,800.05
Total Bank of America			<u>1,800.05</u>
Bank of America, N.A.	8/15/2016	BoA-08152016	656.83
Total Bank of America, N.A.			<u>656.83</u>
Bend It Like Buddha LLC	8/22/2016	39036	104.00
Total Bend It Like Buddha LLC			<u>104.00</u>
Bernalillo County Fire Dept	8/22/2016	39041	90.00
Total Bernalillo County Fire Dept			<u>90.00</u>
C. Fred Luthy, Jr. and	8/18/2016	39034	1,766.95
Total C. Fred Luthy, Jr. and			<u>1,766.95</u>

Village of Los Ranchos de Albuquerque

Check Register for the Month of August 2016

Payee	Check Date	Check Number	Check Amount
CenturyLink	8/10/2016	39002	162.18
CenturyLink	8/31/2016	39066	162.69
Total CenturyLink			<u>324.87</u>
Chappell Law Firm, P.A.	8/22/2016	39042	8,135.47
Total Chappell Law Firm, P.A.			<u>8,135.47</u>
Comcast	8/31/2016	39067	177.11
Total Comcast			<u>177.11</u>
Cumulus	8/10/2016	39003	365.51
Total Cumulus			<u>365.51</u>
Dan's Boots & Saddles	8/10/2016	39004	20.00
Total Dan's Boots & Saddles			<u>20.00</u>
De Lage Landen	8/31/2016	39068	416.30
Total De Lage Landen			<u>416.30</u>
Delta Dental of New Mexico	8/22/2016	39043	515.83
Total Delta Dental of New Mexico			<u>515.83</u>
Desert Greens Equipment, Inc.	8/22/2016	39044	1,430.70
Desert Greens Equipment, Inc.	8/31/2016	39069	84.74
Total Desert Greens Equipment, Inc.			<u>1,515.44</u>
Document Solutions, Inc.	8/10/2016	39005	312.16
Total Document Solutions, Inc.			<u>312.16</u>
Donald T. Lopez	8/22/2016	39037	342.80
Total Donald T. Lopez			<u>342.80</u>
Electro Data LLC	8/31/2016	39070	464.59
Total Electro Data LLC			<u>464.59</u>
First American Bank	8/1/2016	38996	6,123.02
Total First American Bank			<u>6,123.02</u>
Flying Fortress Locksmith LLC	8/22/2016	39045	57.08
Flying Fortress Locksmith LLC	8/31/2016	39071	11.80
Total Flying Fortress Locksmith LLC			<u>68.88</u>
Fred Luthy	8/18/2016	39035	1,028.88
Total Fred Luthy			<u>1,028.88</u>

Village of Los Ranchos de Albuquerque

Check Register for the Month of August 2016

Payee	Check Date	Check Number	Check Amount
G & T Auto	8/10/2016	39006	545.06
G & T Auto	8/22/2016	39046	217.73
G & T Auto	8/31/2016	39072	349.87
Total G & T Auto			<u>1,112.66</u>
Geomy Pohl Contractor, Inc.	8/31/2016	39073	1,499.36
Total Geomy Pohl Contractor, Inc.			<u>1,499.36</u>
Highway Supply LLC	8/31/2016	39074	60.00
Total Highway Supply LLC			<u>60.00</u>
Home Depot Credit Services	8/22/2016	39048	591.21
Home Depot Credit Services	8/31/2016	39075	37.28
Total Home Depot Credit Services			<u>628.49</u>
Internal Revenue Service	8/5/2016	13797661	5,874.42
Internal Revenue Service	8/19/2016	50799014	6,035.57
Total Internal Revenue Service			<u>11,909.99</u>
Kelly S Ward	8/18/2016	39033	58.26
Total Kelly S Ward			<u>58.26</u>
Millers Feed & Supply	8/10/2016	39007	12.50
Total Millers Feed & Supply			<u>12.50</u>
NAPA Auto Parts	8/10/2016	39008	5.99
NAPA Auto Parts	8/22/2016	39049	17.99
NAPA Auto Parts	8/31/2016	39076	40.31
Total NAPA Auto Parts			<u>64.29</u>
New Mexico Compilation	8/31/2016	39077	866.00
Total New Mexico Compilation			<u>866.00</u>
New Mexico Gas Company	8/22/2016	39050	99.81
Total New Mexico Gas Company			<u>99.81</u>
New Mexico Self Insurers' Fund	8/31/2016	39078	64.00
Total New Mexico Self Insurers' Fund			<u>64.00</u>
NM State Treasurer-PERA	8/5/2016	38995	4,300.03
NM State Treasurer-PERA	8/19/2016	39032	4,287.43
Total NM State Treasurer-PERA			<u>8,587.46</u>

Village of Los Ranchos de Albuquerque

Check Register for the Month of August 2016

Payee	Check Date	Check Number	Check Amount
Occupational Health Centers	8/10/2016	39009	132.38
Total Occupational Health Centers			<u>132.38</u>
Office Depot	8/10/2016	39010	673.87
Office Depot	8/31/2016	39079	45.98
Total Office Depot			<u>719.85</u>
Pamela Ambrecht	8/10/2016	39000	140.00
Pamela Ambrecht	8/31/2016	39062	190.20
Total Pamela Ambrecht			<u>330.20</u>
Petty Cash	8/31/2016	39057	4.20
Total Petty Cash			<u>4.20</u>
PlaceMakers, LLC	8/22/2016	39052	1,126.13
Total PlaceMakers, LLC			<u>1,126.13</u>
Plants of The Southwest (ABQ)	8/31/2016	39080	27.00
Total Plants of The Southwest (ABQ)			<u>27.00</u>
PNM	8/10/2016	39012	3,517.74
Total PNM			<u>3,517.74</u>
PNM AR/BI	8/31/2016	39081	122.66
Total PNM AR/BI			<u>122.66</u>
Porch & Associates LLC	8/10/2016	39013	5,814.19
Total Porch & Associates LLC			<u>5,814.19</u>
Presbyterian Health Plan	8/22/2016	39053	6,681.61
Total Presbyterian Health Plan			<u>6,681.61</u>
Pro Enviro Scapes, LLC DBA PES	8/22/2016	39054	965.25
Total Pro Enviro Scapes, LLC DBA			<u>965.25</u>
Rita S Ryan	8/10/2016	39014	60.00
Total Rita S Ryan			<u>60.00</u>
Rock-Away Trucking LLC	8/22/2016	39055	377.20
Total Rock-Away Trucking LLC			<u>377.20</u>
Sites Southwest, LLC	8/10/2016	39015	44,746.36
Sites Southwest, LLC	8/31/2016	39082	4,518.12
Total Sites Southwest, LLC			<u>49,264.48</u>

Village of Los Ranchos de Albuquerque

Check Register for the Month of August 2016

Payee	Check Date	Check Number	Check Amount
Southwest Sewer Service, Inc.	8/31/2016	39084	1,405.20
Total Southwest Sewer Service, Inc.			<u>1,405.20</u>
Starline Printing	8/31/2016	39083	4,506.05
Total Starline Printing			<u>4,506.05</u>
Taxation & Revenue	8/31/2016	39056	1,429.72
Total Taxation & Revenue			<u>1,429.72</u>
The Depository Trust Company	8/1/2016	160729239695	68,202.50
The Depository Trust Company	8/1/2016	160729239697	170,000.00
Total The Depository Trust Company			<u>238,202.50</u>
The Hartford	8/22/2016	39047	307.12
Total The Hartford			<u>307.12</u>
The OutSource Ltd Company	8/22/2016	39051	643.88
Total The OutSource Ltd Company			<u>643.88</u>
VCA Town and Country	8/31/2016	39085	456.67
Total VCA Town and Country			<u>456.67</u>
Verizon Wireless	8/31/2016	39086	232.36
Total Verizon Wireless			<u>232.36</u>
Vision Service Plan - (IC)	8/31/2016	39087	81.54
Total Vision Service Plan - (IC)			<u>81.54</u>
Waste Management of New Mexico	8/10/2016	39016	220.99
Total Waste Management of New			<u>220.99</u>
Report Total			<u>\$ 373,599.65</u>
Payroll	8/5/2016		15,029.08
Payroll	8/19/2016		15,380.70
Bend It Like Buddha LLC	8/22/2016	39036	(104.00)
Petty Cash (Overage)	8/31/2016	39057	1.00
			<u>\$ 30,306.78</u>
			<u>\$ 403,906.43</u>
Expenditures Cash Report 08/31/2016			<u>\$ 403,906.43</u>

6. FINANCIAL BUSINESS

B. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2016-9-1 A RESOLUTION INCORPORATING \$140,000 FROM THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION GRANT 16-A2397 IN THE 2016/2017 FISCAL YEAR BUDGET TO DESIGN AND CONSTRUCT IMPROVEMENTS TO THE AGRI-NATURE CENTER.

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
RESOLUTION No. 2016-09-1

WHEREAS, the Village of Los Ranchos de Albuquerque has an executed Fund 89200 Capital Appropriation Project Grant Agreement with State of New Mexico Department of Finance and Administration 16-A2397 for \$140,000.00 to plan, design and construct improvements to the building and grounds at Los Ranchos Agri-Nature Center in Los Ranchos de Albuquerque n Bernalillo County; and

WHEREAS, the Village of Los Ranchos de Albuquerque Governing Body wishes to incorporate the funds from the aforementioned Fund 89200 Capital Appropriation Project Grant Agreement into the Village's 2016/2017 fiscal budget.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Village of Los Ranchos de Albuquerque, New Mexico that the funds from this agreement be incorporated into the Village's 2016/2017 fiscal budget.

PASSED, APPROVED, AND ADOPTED by the Village of Los Ranchos de Albuquerque Governing Body this 14th day of September, 2016.

Larry P. Abraham, Mayor

ATTEST:

Stephanie J. Dominguez, Village Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "LGD", and the Village of Los Ranchos de Albuquerque, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2016, Chapter 81, Section 22, Para. 59 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

16-A2397 \$140,000.00 Appropriation Reversion Date: 30-JUN-20
Laws of 2016, Chapter 81, Section 22, Paragraph 59, one hundred forty thousand dollars (\$140,000) to plan, design and construct improvements to the building and grounds at Los Ranchos agri-nature center in Los Ranchos de Albuquerque in Bernalillo county;

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Forty Thousand Dollars (**\$140,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁽¹⁾, if applicable, One Thousand Four Hundred Dollars (**\$1,400.00**), which equals One Hundred Thirty-Eight Thousand Six Hundred Dollars (**\$138,600.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse⁽²⁾ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Village of Los Ranchos de Albuquerque
 Name: Kelly Ward
 Title: Administrator
 Address: 6718 Rio Grande Blvd NW, Los Ranchos de, NM, 87107
 Email: kward@losranchosnm.gov
 Telephone: (505) 344-6582
 FAX: (505) 977-4831

Department: DFA/Local Government Division
 Name: Ms. Maria Urban
 Title: Project Manager
 Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
 Email: maria.urban@state.nm.us
 Telephone: 505-827-8061
 FAX: 505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2020**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department may require directly

into a database maintained by the Department. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable

time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records

sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Village of Los Ranchos de Albuquerque** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Village of Los Ranchos de Albuquerque's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Village of Los Ranchos de Albuquerque**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Village of Los Ranchos de Albuquerque** or DFA/LGD."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under Department of Finance and

Administration, Local Government Division (DFA/LGD) Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Village of Los Ranchos de Albuquerque** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Village of Los Ranchos de Albuquerque**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
Complete Mailing, including Suite, if applicable
- City State Zip
- C. Phone No: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Grant Amount: _____
- B. AIPP Amount (If Applicable) _____
- C. Funds Requested to Date: _____
- D. Amount Requested this Payment: _____
- E. Grant Balance: _____ **\$0.00**
- F. GF GOB STB (attach wire if 1st draw)
- G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:
(check one)

- (Jan-Jun) Fiscal
- (Jul-Dec) Year

IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer
or Fiscal Agent (if applicable)**

Grantee Representative

Printed Name
Date: _____

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public
My Commission expires _____

Notary Public
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3**

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: 16-A2397

As the designated representative of the Department for the Grant Agreement number 16-A2397 entered into between Grantee and the Department, I certify that the Grantee has submitted to the department the following third party obligation executed in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract)#: _____
Vendor of Contractor: _____
Third party Obligation amount: _____
Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all of the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____
The Amount of this notice of Obligation to Reimburse: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Reimburse as of this Date: _____

Department Representative: _____

Title: _____

Signature: _____

Date: _____

7. **PUBLIC HEARINGS AND APPLICATIONS**

- A. DISCUSSION AND APPROVAL OF A ZONE CHANGE AND ZONE MAP AMENDMENT FOR TRACT 157A, MRGCD MAP 29 IN THE C-1 ZONE OF THE FOURTH STREET COMMERCIAL CHARACTER AREA. **Deferred from the August 10, 2016 Board of Trustees Meeting.*

Addendum to the Planning Report

DATE ISSUED: August 2, 2016

REPORT NO. PZ-15-25

File: Z-15-01

PREPARED FOR: Village of Los Ranchos Board of Trustees

SUBJECT: A Zone Change and Zone Map Amendment for Tract 157a, MRGCD Map 29 in the C-1 Zone of the Fourth Street Commercial Character Area.

APPLICANT: JJM Properties LLC, Jerome Maldonado, Managing Member; & CISNE AZUL, LLC,

UPDATE:

This item was deferred from the December Board of Trustees meeting with a request that the Planning and Zoning Commission look at the larger issue of similar properties with dual zoning in the area with a recommendation on how to address the issues similar to the one cited in this instance. The Planning & Zoning Commission has been working diligently on the Village Center Zone and Commercial Zone to update those codes, and are nearing completion. At the last meeting the discussion of how to address these dual zoned properties, was placed on the Agenda. In their discussion they reiterated that it is unlikely that these properties, particularly those between Fourth Street and the Chamisal Lateral, will develop as single family residential uses on one acre or one half acre lots as is currently zoned. They discussed the possibility of zoning the entire lot commercial, but felt that a more effective use would be to create a zone that allows higher density residential use along with live work type units to transition between the commercial and existing residential uses. The Commission did not forward a formal recommendation at this time as this type of zoning is not currently available, however the consensus of the Commissioners was that a higher density residential use would be more appropriate.

Higher density residential use along with Mixed Use (commercial and residential on same lot) has been a reoccurring theme as the Commission looked at the VC and C-1 zones. I anticipate as we move forward revisions to existing zones or creation of new zones will be proposed to include these uses.

BOARD OF TRUSTEES PLANNING REPORT

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

DATE ISSUED: October 23, 2015

REPORT NO. PZ-15-25
File: Z-15-01

PREPARED FOR: Village of Los Ranchos Board of Trustees

SUBJECT: A Zone Change and Zone Map Amendment for Tract 157a, MRGCD Map 29 in the C-1 Zone of the Fourth Street Commercial Character Area.

APPLICANT: JJM Properties LLC, Jerome Maldonado, Managing Member; & CISNE AZUL, LLC,

LOCATION AND PROPERTY DESCRIPTION:

The property is located at 7216 Fourth Street and is legally known as A certain tract of land within Projected Section 21, T11E, R3E, NMPM, Los Ranchos de Albuquerque, Bernalillo County, New Mexico being identified as Tract 157a of the Middle Rio Grande Conservancy District Property Map No. 29. The property contains 1.3595 acres, more or less. The property has dual zoning, C-1 on the front 300 feet, R-2 on the rear. The requested Zone Change is for the rear (easterly) 395 feet of the named Tract, as the front (westerly) 300 feet is zoned C-1.

Background:

The property owned by JJM Properties is occupied by Alliance Landscaping. Earlier this year a neighbor complained that the rear of the property was being used as a contractor's yard, for storage of vehicles and materials. Upon investigation the property was being used in that manner. A contractor's yard is not an allowable use on an R-2 property. Mr. Maldonado felt that the property had a history of being used as a contractor's yard, which was one reason he purchased it. We investigated to see if it qualified as a legal non-conforming use, but it was clear that any non-conforming use right had been vacated by virtue of not being used in that manner for a period of 180 continuous days.

The only option available for Mr. Maldonado to use the property as a contractor's yard is to request a zone change to C-1, followed by a Conditional Use approval for a contractors yard. Because contractor's yards are available in the C-1 and Gateway District zones, a Special Use Permit is not available for an R-2 property, **§9.2.17 Special Use Permits** states "Special Use Permits shall be issued where the proposed use is not provided for in any other zone."

SURROUNDING LAND USES:

North: C-1, A-1
East: Bernalillo County A-1, A-1 SUP contractor's yard
South: C-1, R-2
West: 4th Street, C-1

The property lies within the Fourth Street Character Area.

ANALYSIS:

Zone changes are to consider the following elements:

- 1) There has been a change in conditions since the Zoning Ordinance and Zone Map was enacted by the Village Trustees that warrants a zone change, or,
- 2) The Village erred when they zoned the land at issue.

NMSA 1978 § 3-21-5 (A) requires that “[t]he regulations and restrictions of any county or municipal zoning authority are to be in accordance with a comprehensive plan”.

4th Street Commercial Character Area. The 2020 Master Plan

8.2. Commerce Goal, The goal is to vitalize Fourth Street. The Village Center and the Transit District as the Villages major commercial and mixed use centers through both public and private efforts. Objective: Create a business climate where business flourishes.

8.2.1 Objectives

- Promote the goals in other sections of the Master Plan while adapting their objectives to the commercial and mixed use of each commercial district.

The only other zone that allows contractor’s yards is the Gateway Zone. Allowing the development of a contractor’s yard for an existing business supports the other zones.

- Create a business climate where business flourishes.

Businesses such as Alliance landscaping need an area to store equipment and materials to be successful.

- As a general rule maintain a consistent depth limit of 300 feet for commercial use (to avoid conflicts) between businesses and adjacent residential areas.

The Master Plan recognizes the 300 foot criteria but does not consider it a fixed value. In stating “as a general rule” the plan recognizes that there will be situations where strict adherence to a 300 foot limit may not be best answer. Further, by zoning residential directly behind commercial it has the potential to create conflicts between the commercial and residential uses rather than avoid them.

Over the years, land use has changed in this area. What was historically agricultural land, adjacent to and irrigated by the Chamisal Lateral, is no longer being cultivated. Additionally, the scale of commercial business along Fourth Street has changed from small businesses along the highway to Santa Fe to larger commercial enterprises providing services to a growing community. Further, the scale of commercial business today has created conflicts between commercial activity and adjacent residential uses, and this type of dual zoning sets up a situation to aggravate that conflict.

Public Notice

The Zone change was public noticed and no opposition was received during the public comment period. Two individuals who own a neighboring property did attend the P&Z meeting and addressed a concern that the property be screened from their property due to the noise and dust that occurs from time to time on the property.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission forwarded a recommendation of **approval**, on a 5-2 vote, for the zone change and zone map amendment from C-1/R-2 for JJM Properties, LLC in the 4th Street Commercial Corridor and Character Area.

Findings:

The property is zoned C-1/R-2 and lies in the 4th Street Character Area.

The proposed zone change and zone map amendment meets the zone change test 1) There has been a change in conditions since the Zoning Ordinance and Zone Map was enacted by the Village Trustees that warrants a zone change.

The proposed zone change and zone map amendment meets the requirement of NMSA Section 3-21-5 (A) and (B).

The 2020 Master Plan 8.2 Commercial Goal is to vitalize Fourth Street, the Village Center and the Transit District as the Village’s major commercial and mixed use centers through both public and private efforts.

8.2.2 Policy A. Strongly support the business community and use various economic incentives to strengthen local businesses as well as attract new ones.



Tim McDonough
Director, Planning and Zoning

Date: 10/27/15

- Attachments:
Application
Ortho
Zone Map
Applicants Submittal

Findings for Denial of Zone Change:

The property is zoned C-1/R-2 and lies in the 4th Street Character Area.

The property is zoned C-1 for the front 300 feet (fronting Fourth St.) and R-2 in the rear

- 1) The proposed zone change and zone map amendment does not meet the zone change test for either 1) there has been a change in conditions since the Zoning Ordinance and Zone Map was enacted by the Village Trustees that warrants a zone change, or, 2) the Village erred when they zoned the land at issue.

The proposed zone change and zone map amendment do not meet the requirement that: "[t]he regulations and restrictions of any county or municipal zoning authority are to be in accordance with a comprehensive plan".

The 2020 Master Plan 8.2. Commerce Goal

8.2.1 Objectives As a general rule maintain a consistent depth limit of 300 feet for commercial use between businesses and adjacent residential uses.

Village of Los Ranchos de Albuquerque
6718 Rio Grande Blvd. NW
Los Ranchos de Albuquerque, NM 87107
(505) 344-6582

ZONE MAP AMENDMENT APPLICATION

ZMA Case # _____ Related Cases _____

Name Jerome Muldonado Managing member JSM Properties, LLC

Address PO BOX 10218

City, State, Zip Albuquerque NM 87184

Phone 505-342-1276 Fax 505-890-0778

Location of property 7216 4th St NW

Current Zone R-2 Requested Zone C-1

Developer/Agent Name Jerome Muldonado

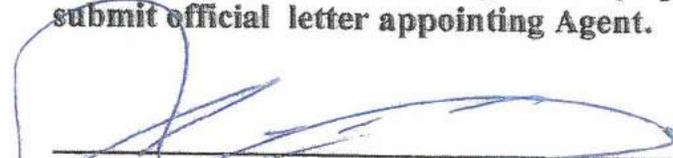
Firm Name J. Jacob Enterprises Inc.

Address 6841 4th St.

City, State, Zip Los Ranchos NM 87107

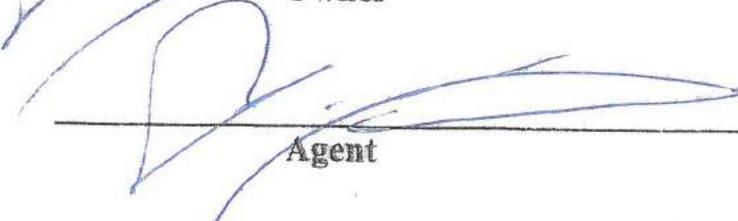
Phone 505-344-5300 Fax 505-890-0778

Applications Must be accompanied by appropriate fee. Owner's must sign or submit official letter appointing Agent.



Owner

8-26-15
Date



Agent

8-26-15
Date



7216 Fourth St. NW JJM Properties, LLC

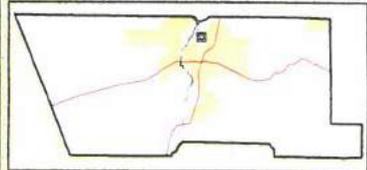
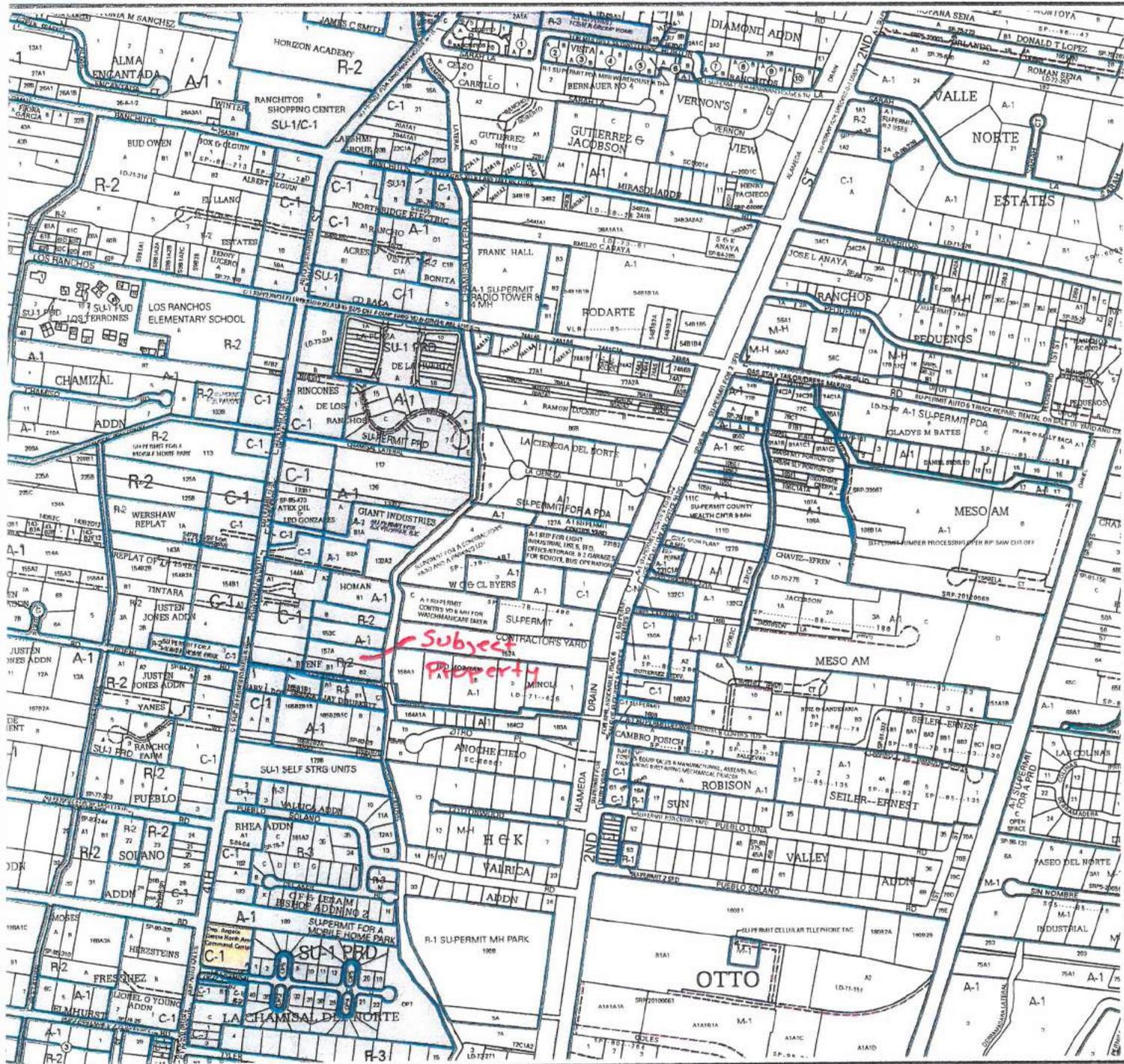


10/1/15

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.bermco.gov/gis-program.

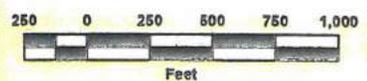
Notes





LEGAL DESCRIPTION
 T11N
 R3E
 SEC 21

UNIFORM PROPERTY CODE
 1-015-063



Map amended through July 2014



PUBLIC WORKS DIVISION
 GIS PROGRAM

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. Source data are from Bernalillo County and the City of Albuquerque. For current information visit www.bermco.gov/gis-program.

D-15-Z

JJM Properties LLC
PO Box 10218
Albuquerque, NM 87184
(505) 342-1276

October 1, 2015

Village of Los Ranchos
RE: Zone change request
7216 4th St NW
Los Ranchos, NM 87107

Attn: Tim McDonough,

JJM Properties LLC is requesting a zone change from R-2 to C-1 on the rear portion (385'), located at 7216 4th St. NW within the Village of Los Ranchos.

Jerome Maldonado who is the managing member of JJM Properties, LLC which is also the legal owner of the stated property and is also the active president of Alliance Landscaping Incorporated. Alliance Landscaping Incorporated has resided within the Village of Los Ranchos since 2001.

The property located at 7216 4th St. was originally purchased by JJM Properties LLC to accommodate a larger construction yard for Alliance Landscaping Incorporated. The original zoning was advertised as C-1 for the entire property and was utilized as a construction yard by Plaster Inc. and Bluer construction for numerous years prior to the purchase of JJM Properties LLC. The purpose of the zone change is to accommodate compliance with current and actual zoning presently recorded with the Village of Los Ranchos. Alliance Landscaping Incorporated would like to continue residing as an active business within the Village of Los Ranchos. A zone change from R-2 to C-1 would allow Alliance Landscaping Incorporated to continue their 14 year residence in the Village of Los Ranchos. The property which was distressed upon initial purchase three years ago, has been fully renovated and new business owners have been able to join our family of businesses within the Village of Los Ranchos. The cooperation with the council board and neighboring owners to consider the zone change request would allow additional upgrades and renovations to the stated property. It is our goal to continue working with the Village of Los Ranchos to accommodate these changes

Your consideration is greatly appreciated.

For additional questions, please do not hesitate to contact Jerome Maldonado directly at (505) 385-1600.

Jerome Maldonado, Managing Member
JJM Properties LLC

JM/as



PARCEL ID	SITUS ADDRESS
101506313820131202	7216 4TH ST NW
660908	7216 4TH ST NW
721350	7216 4TH ST NW

TAX AND PAYMENT HISTORY FOR: 1 015 063 138 201 31202

YEAR	NET TAXABLE	TAX	INTEREST	PENALTY	FEES	PAID	AMOUNT DUE	
2005		86,293	2,744.54	14.26	18.72	0.00	-2,777.52	0.00
2006		88,942	2,797.94	0.00	0.00	0.00	-2,797.94	0.00
2007		88,942	3,021.46	0.00	0.00	0.00	-3,021.46	0.00
2008		88,942	3,022.54	0.00	0.00	0.00	-3,022.54	0.00
2009		88,942	3,031.86	0.00	0.00	0.00	-3,031.86	0.00
2010		88,942	3,083.36	0.00	0.00	0.00	-3,083.36	0.00
2011		88,925	3,120.12	31.20	31.20	0.00	-3,182.52	0.00
2012		86,858	3,084.00	663.06	154.20	0.00	-3,901.26	0.00
2013		97,149	3,499.32	369.80	175.00	0.00	-4,044.12	0.00
2014		86,598	3,131.64	78.30	78.30	0.00	-3,288.24	0.00
Summary of Taxes Due				Payment information				Amount Due
1st Half Delinquent after Dec. 10, 2014				Current as of				Valid until
2nd Half Delinquent after May 10, 2015				8/29/2015				9/10/2015
	1ST HALF DUE	1,565.82	78.30	78.30	0.00	-1,722.42	0.00	
	2ND HALF DUE	1,565.82	0.00	0.00	0.00	-1,565.82	0.00	
	TOTAL DUE	3,131.64	78.30	78.30	0.00	-3,288.24	0.00	

To get Current Pay online Now!

Note!! All payments will be applied to Penalty and interest First then the Oldest Tax Bill

Click on Pay Button to Continue or Change Amount

ENTER PAYMENTS:

Pay

STAKED/BOUNDARY SURVEY

TRACT 157A, M.R.G.C.D. PROPERTY MAP NO. 27

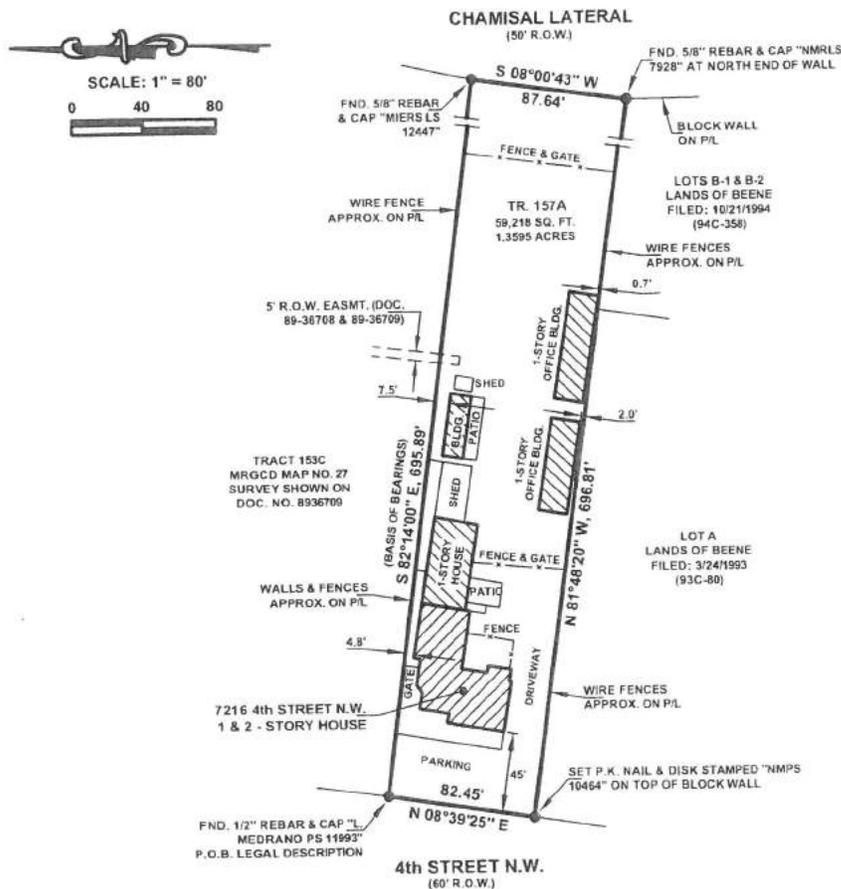
7216 4th STREET N.W., LOS RANCHOS DE ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

OCTOBER 2012

PAGE 1 OF 1

LEGAL DESCRIPTION

A certain tract of land situate in Section 21, Township 11 North, Range 3 East, N.M.P.M., Bernalillo County, New Mexico, being identified as tract 157A on M.R.G.C.D. Property Map No. 27 and being more particularly described as follows: **BEGINNING** at the Northwest corner, a point on the Easterly line of a public street known as 4th Street N.W., whence the 1/4 corner between Sections 20 and 21, Township 11 North, Range 3 East, N.M.P.M., bears S.01°22'E., 1,142 feet distant; **THENCE** running from said beginning point S.82°14'00"E., 695.89 feet to the Northeast corner of the tract herein described, and also a point on the Westerly line of the Chamisal Lateral; **THENCE** S.08°00'43"W., 87.64 feet along said Westerly line of the Chamisal Lateral to the Southeast corner of the tract herein described; **THENCE** N.81°48'20"W., 696.81 feet to the Southwest corner of the tract herein described, also being a point on the Easterly right-of-way line of 4th Street N.W.; **THENCE** N.08°39'25"E., 82.45 feet along said Easterly right-of-way line of 4th Street N.W. to the Northwest corner of the tract herein described and the point and place of beginning.



NOTES

- BEARINGS SHOWN ARE BASED THE LEGAL DESCRIPTION PROVIDED BY THE TITLE COMPANY. DISTANCES ARE GROUND. BEARINGS AND DISTANCES ARE FIELD AND RECORD VALUES.
- ALL PROPERTY CORNERS WERE FOUND OR SET AS SHOWN.
- DOCUMENTS USED IN THIS SURVEY ARE RECORDED PLATS AS REFERENCED HEREON AND THE LEGAL DESCRIPTION PROVIDED BY THE TITLE COMPANY.
- EASEMENTS SHOWN ARE PER TITLE COMMITMENT NO. FT000114646 DATED SEPTEMBER 14, 2012 BY FIDELITY NATIONAL TITLE INSURANCE COMPANY.
- THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2 % ANNUAL CHANGE FLOODPLAIN) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NUMBER 35001C0117G, DATED SEPTEMBER 26, 2008.

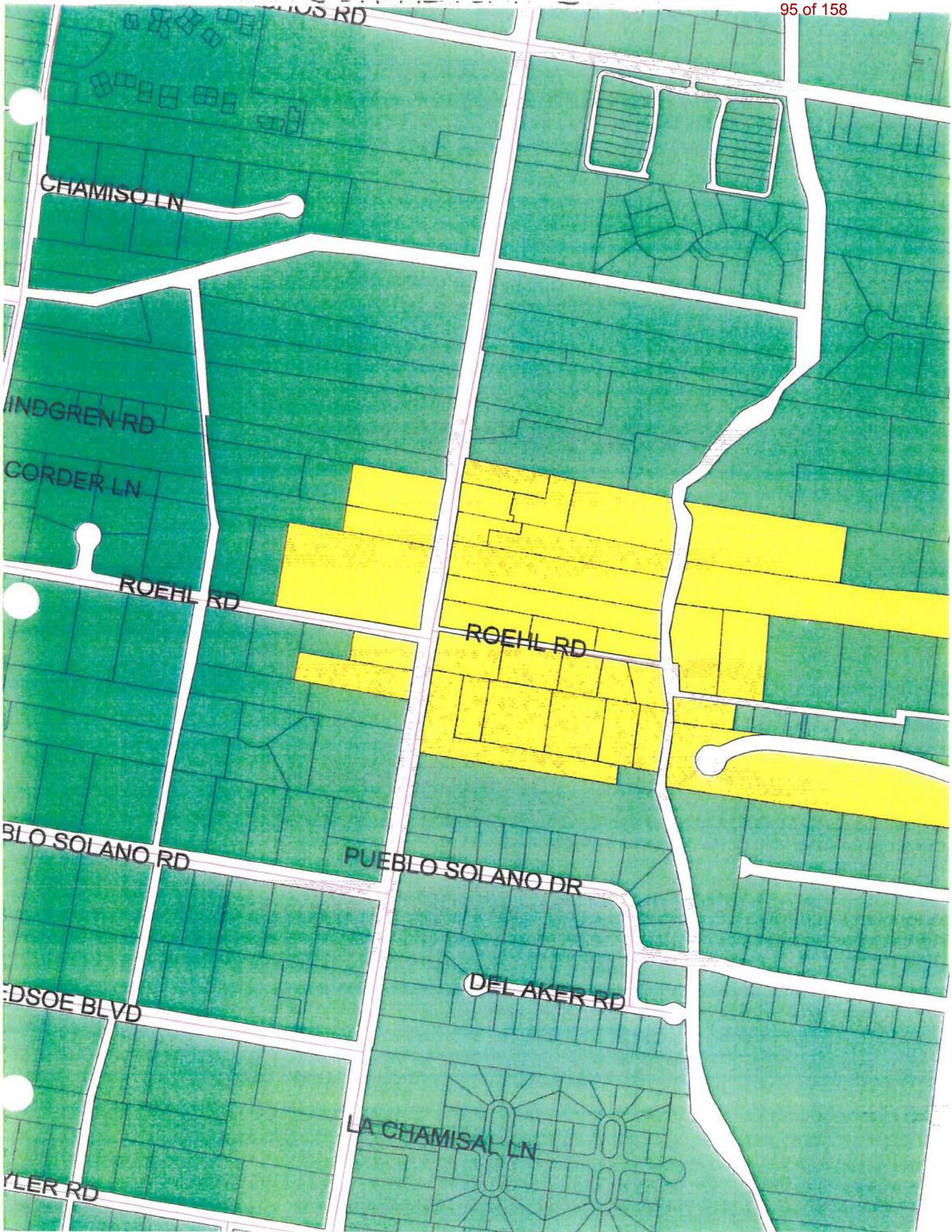


SURVEYOR'S CERTIFICATE

I, VLADIMIR JIRIK, NEW MEXICO PROFESSIONAL SURVEYOR NO. 10464, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


 10/19/2012
 DATE

VLADIMIR JIRIK, NMPS NO. 10464
 PROFESSIONAL SURVEYING LLC
 P.O. BOX 94595, ALBUQUERQUE, NM 87199
 Office: 505.892.4597, Cell: 505.620.4228
 professional.surveying@comcast.net



1 **Attorney Chappell** stated it makes sense to do it and since this is not a
2 zoning matter. It's up to you if you want to read those conditions. It's fine as
3 long as it goes up with the package with the recommendation.
4

5 **Chairman Seligman** asked for a repeat of the statement of the motion.
6

7 **MOTION: Commissioner Colman** moved to make a recommendation to the
8 Board of Trustees to approve the application that was submitted subject to
9 the department recommendations with the following conditions:
10

- 11 1. The future grading and drainage plans meet the stormwater
12 management ordinance and shall be maintained.
- 13
- 14 2. Landscaping shall be maintained according to the Landscape Section of
15 the Ordinance.
- 16
- 17 3. Dark Skies Section requirements shall be met.
- 18
- 19 4. Construction shall meet all current Village, County and State Codes.
20

21 **SECOND: Commissioner Phillips** seconded the motion.
22

23 **Chairman Seligman** asked if there were any comments on the motion then
24 called for a vote.
25

26 **VOTE:** the vote carried unanimously (7-0).
27

- 28 **C. Z-15-01 A request by JJM Properties, LLC** for a Zone Change and Zone Map
29 Amendment from R-2 to C-1 in the Fourth Street Commercial Corridor and
30 Character Area. The property is located at 7216 Fourth Street and is legally
31 known as A certain tract of land within Projected Section 21, T11E, R3E,
32 NMPM, Los Ranchos de Albuquerque, Bernalillo County, New Mexico being
33 identified as Tract 157a of the Middle Rio Grande Conservancy District
34 Property Map No. 29. The property contains 1.395 acres, more or less. The
35 requested Zone Change is for the rear (easterly) 395 feet of the named Tract,
36 as the front (westerly) 300 feet is zoned C-1.
37

38 **Chairman Seligman** asked Planner McDonough for his planning report.
39

40 **Planner McDonough** gave the planning report with recommendations to
41 forward to the Board of Trustees for approval.
42

43 **Chairman Seligman** asked if there were any questions or comments for
44 Planner McDonough. Then recognized Commissioner Riccobene.
45

46 **Commissioner Riccobene** asked if it's Planner McDonough's
47 recommendation that all the adjacent properties become C-1.
48

49 **Planner McDonough** stated at this time it's not his recommendation. He
50 thinks they need to do a more thorough job at looking how they want to zone
51 these properties as opposed to this blanket three hundred (300') foot rule.

1 The discussions over the past year have prompted that maybe there is
2 another zone more appropriate for a higher density residential or a mix use or
3 multi-family. There are awkward situations for zoning and land use issues on
4 these lots. This one has a specific issue at hand, but this needs to be studied
5 further with recommendations with a more global solution.
6

7 **Chairman Seligman** recognized Commissioner Phillips.

8
9 **Commissioner Phillips** asked if they reached out to the other neighbors on
10 this.

11
12 **Planner McDonough** stated they had mailed out public notices with a hand
13 delivery for one of the properties.

14
15 **Chairman Seligman** recognized Commissioner Brawley.

16
17 **Commissioner Brawley** stated if it is his understanding that this will trigger a
18 fifteen (15') foot buffer on both sides of the property reducing it from ninety
19 (90') feet to sixty (60') feet.

20
21 **Planner McDonough** stated that is the understanding and he has had that
22 conversation with the applicant.

23
24 **Commissioner Brawley** stated that they had talked about having enough
25 money so they could split that right of way with the M.R.G.C.D. so as to allow
26 access to the rear properties and keep them residential. No one has pursued
27 that because of lack of funding.

28
29 **Planner McDonough** stated he appreciated that comment as legal counsel
30 also made a similar comment with a different approach to solve it.

31
32 **Chairman Seligman** asked if this was now a non-conforming use.

33
34 **Planner McDonough** stated not a legally non-conforming use. They went
35 back and there were years where it was just a vacant lot.

36
37 **Chairman Seligman** stated so it is now a non-conforming lot.

38
39 **Planner McDonough** stated it is non-conforming and in violation of our code.

40
41 **Chairman Seligman** asked if there had been any citations.

42
43 **Planner McDonough** stated it started with a discussion and it came to this
44 action and whatever requirements after this.

45
46 **Chairman Seligman** asked if there were any other questions or comments.
47 Then recognized Commissioner Craig.

48
49 **Commissioner Craig** stated he had been on the property because of the
50 antique store.
51

1 **Commissioner Tourville** asked was it Un Gallo.

2
3 **Commissioner Craig** stated that's next door. He looked at the arbitrary three
4 hundred (300') feet and the R-2 zoning is wrong if they deny this it would be a
5 bad residential area and the request C-1 is much more appropriate. The C-1
6 seems to be the more attractive use and it seems a more natural solution.

7
8 **Chairman Seligman** recognized Commissioner Phillips.

9
10 **Commissioner Phillips** asked what gave Commissioner Craig that solution.

11
12 **Commissioner Craig** stated that they are having a lot of problems with the
13 entire area. The tank farm, which really bothers him and his concern is do
14 they use the Chamisal lateral as the east side for the Commercial Zone. Are
15 we setting precedent or are we looking at the two properties? What do we do
16 It's a nice little property and there are problems with the access especially to
17 the back portion. And he thinks changing the zone would correct the zoning
18 from R-2, which is incorrect zoning and we are showing it in the 2020 Master
19 Plan and with the 4th Street revitalization with everything going all the way
20 back to the Chamisal. Then asked if that was clear as mud.

21
22 **Chairman Seligman** recognized Commissioner Brawley.

23
24 **Commissioner Brawley** stated it's hard for him to swallow that there is an
25 error. It seems to be stretching it a bit. It was only last month they had a
26 serious concern over a resident. So it isn't as if there weren't residents back
27 there. He is struggling whether the argument is made in the recommendation
28 really the argument. He can see it as an arbitrary decision because at the
29 time it was a live/work situation. He would argue that a live/work is not an
30 unheard of or unusual kind of occupation. He is just expressing his concern.
31 The basis of the argument that it's an error that those who in their wisdom
32 determined the three hundred (300') foot did they simply make a mistake or
33 they didn't. He thinks that because it was arbitrary at the time and because
34 many years have gone by. The Village has developed since then that
35 subsequent changes have made that arbitrary decision now made it harder to
36 rationalize. Rather than being an error. He thins it makes more sense than
37 saying they made a mistake.

38
39 **Chairman Seligman** recognized Commissioner Colman.

40
41 **Commissioner Colman** stated its totally separate issues to make this once.

42
43 **Commissioner Craig** stated he thinks that this is the challenge from the
44 2020 Master Plan. They inherited this from the county. It doesn't seem to be
45 uniformly administered along 4th Street and because they have the Chamisal
46 lateral that goes somewhat at a diagonal and it terminates. Actually it doesn't
47 terminate it turns into the Griegos lateral.

48
49 **Commissioner Brawley** state that it might be important why the county
50 made that decision. It appears to have been in this area.

1 **Planner McDonough** stated he struggled with that same issue and he
2 landed on the side of error. He thinks it made a very good argument for
3 looking at it slightly different. The combination of an arbitrary number with the
4 situation with 4th Street today suggests that's not appropriate. He certainly
5 wouldn't argue that.
6

7 **Commissioner Brawley** stated that because of the original arbitrary decision
8 and because of passing of time the character of the area has changed. But
9 now re-visiting the arbitrary decision it may be appropriate.

10 **Planner McDonough** stated he would absolutely accept that.

11 **Chairman Seligman** recognized Attorney Chappell.

12
13 **Attorney Chappell** stated that McDonough and he have had some
14 discussions and he personally would be more comfortable with a change in
15 circumstance decision being to say there is an error in zoning. He doesn't like
16 the next person to say that the C-1 he lives next to was zoned wrong. He
17 would prefer to go the route in the change of conditions or as Planner
18 McDonough has done is to change his recommendation that the error is only
19 on that piece of property. That is something that is raised when they have
20 these kinds of things and so it can be easily dealt with. A change in
21 conditions rather than the argument that the C-1 was in error on the front
22 piece. He stated he would agree to that.
23
24
25

26 **Chairman Seligman** asked if there were any more comments. She is with
27 Attorney Chappell that she hasn't seen any evidence of it being an error in
28 zoning. So it's a change in condition than in the character has changed. But
29 the residences around here have her concerned about setting a precedent.
30 She understands they got noticed, but now they've changed the zoning
31 recommendation.
32

33 **Audience member** stated he was resident.

34
35 **Chairman Seligman** stated they will get to him once they are open for
36 comment. So the issues she has with calling it an error. Making a decision
37 right now on this particular piece because it's changed. The residents when
38 they bought based on the three hundred (300') feet so that is her feeling and
39 she would like to hear from them.
40

41 **Attorney Chappell** stated that Planner McDonough pointed out that they can
42 have an error that is not part of the zoning ordinance, but is an error based on
43 that particular piece because it makes it unusable. Change of conditions
44 maybe if the Commission wants to go that route. He thinks the standards for
45 housing, the standards for access to residential pieces based upon
46 emergency services. Access to all those have changed since this was
47 developed 30-40 years ago. There can be changes to development. The
48 housing the access to emergency services, which are conditions. Either way
49 he is jus the technician he doesn't know or care which way it goes. If they go
50 with direction of change that is the better way to go.
51

1 **Chairman Seligman** asked if there is any emergency access to that back
2 piece. Can an emergency vehicle pull in?
3

4 **Attorney Chappell** stated looking at it might be difficult for emergency
5 access for residential. The width of the access route required for residential
6 development it might be difficult to get to the rear piece. That is the point he is
7 making.
8

9 **Chairman Seligman** stated she wants to know if there is an issue. Is there
10 sufficient access if there was a residence back there?
11

12 **Planner McDonough** stated if they look at the property there is no dedicated
13 access to the back part. They just weave through this commercial site.
14 Around the buildings and parking. In it's present state he doesn't know that
15 they could guarantee that there is emergency access to the back without
16 some additional action to create an access way.
17

18 **Chairman Seligman** recognized Commissioner Riccobene.
19

20 **Commissioner Riccobene** stated they have this situation on a lot of
21 properties regardless of the uses back there. Whether it is commercial or
22 residential. It would seem to him that they should have an easement through
23 the forward property that creates access for emergency vehicles to get back
24 there regardless of it's use. Other than agriculture.
25

26 **Planner McDonough** stated that is true, but it is a single tract it's not a
27 separate property and a dedicated access has never been created. They've
28 seen it on other properties like the Newberry property the access easement
29 goes all the way to the back. Other properties have dedicated access to
30 subdivided tracts. This one by virtue of it not being subdivided just does not
31 have that dedicated access.
32

33 **Chairman Seligman** recognized Commissioner Brawley.
34

35 **Commissioner Brawley** stated it is less than an acre.
36

37 **Planner McDonough** stated it is less than an acre.
38

39 **Commissioner Brawley** stated so it could only have one.
40

41 **Chairman Seligman** asked if there were any more questions or comments.
42 Then recognized Commissioner Colman.
43

44 **Commissioner Colman** stated on a completely separate issue. This should
45 be a question for Attorney Chappell. She is wondering if legally a basis if she
46 looks at the front of the property of making some kind of request or condition
47 or granting this zone change to C-1 that the owner of the property comes into
48 compliance with whatever becomes the final of landscaping with trees. Can
49 they say we'll give you this zoning, but in exchange you make the front of the
50 property come into compliance with what they are spending millions of dollars
51 trying to do just down the street from there.

1 **Attorney Chappell** stated that would probably be stretching the titlement to
2 make conditions like that for profit. He is not requesting the zone change for
3 the property in the front to make that requirement for a different property
4 might be stretching it. His best guess is it's possible.
5

6 **Commissioner Colman** stated she just would like if things went wrong that
7 the 4th Street revitalization would have a short life. What are the chances.
8 She thinks that the Commission needs to take an opportunity each time we
9 look at properties that are fronting 4th Street by requesting things to see if
10 there is some that they would be willing to bring the front of the property to
11 make it more pedestrian friendly and plant some shade trees. So maybe they
12 can't do that in this circumstance, but if Attorney Chappell can investigate
13 more about the kinds of places we could do that because she thinks they
14 ought to be doing that just looking to the future.
15

16 **Attorney Chappell** stated they would have a whole problem with the contract
17 zoning and they are straight zoned to put some of those things in there. That
18 would be borderline that agreement simply for the granting of that zoning.
19 Those things are also suspect. It generally cleaner not to do that as a site
20 development process.
21

22 **Commissioner Colman** asked if there was a way to do an amendment to C-
23 1 zoning that any C-1 zoning in the 4th Street Corridor requires the kind of
24 landscaping that's being done. If they have a C-1 property if they come in and
25 ask for a building permit or road change, we have something legally to refer
26 to them? This is something we need to look in to. She doesn't know when
27 they'll have \$50 million dollars to redo 4th Street. If we could start requiring
28 property owners to come up to code. Overtime one person does it then the
29 next person says that looks pretty good and my customers are commenting
30 about it so I am going to do it also. They could build momentum by doing that.
31 If it's not fit to do it here then fine, but it would be something for the
32 Commission to consider on a one to one basis.
33

34 **Chairman Seligman** stated if they are converting zoning changing to C-1
35 does it comply with all the C-1 requirements. If they are given this new zoning
36 why don't we require complete compliance with the code.
37

38 **Planner McDonough** stated that what he's understood is the change zoning
39 only applies to that area that is currently zoned R-2 and for that portion of the
40 property. They would be expected to meet all the criteria of the C-1 zone.
41 We've talked about the buffering form the residential properties etc... He
42 thinks He thinks that does apply for that portion that is changing from R-2 to
43 C-1.
44

45 **Chairman Seligman** so that is what she is talking about they would have to
46 comply?
47

48 **Planner McDonough** affirmed the statement.
49

1 **Attorney Chappell** stated there is nothing that says that the front part
2 doesn't have to comply with the C-1 zoning. It's already C-1 everything in the
3 C=1 zone you'll find on track.
4

5 **Chairman Seligman** stated she doesn't see an access issue on a C-1
6 property. They would assume that they would have access to the back piece
7 of the property.
8

9 **Planner McDonough** stated correct.
10

11 **Chairman Seligman** asked if there were any other questions for Planner
12 McDonough. Then asked the applicant to come forward and state his name
13 and address for the record.
14

15 **Jerome Maldonado** 436 El Llano Lane, Los Ranchos stated he first wanted
16 to say thanks to Tim for helping him expediting this application. Then gave a
17 quick summary of the company and explained about this property and how he
18 wanted to work with the Commission to do things right. They have put up a
19 block wall on the east side of the property, but put up a ranch fence since
20 they didn't want to take down any of the elm trees. And reiterated he wanted
21 to work with the Commission to do things right.
22

23 **Chairman Seligman** asked if there were any questions of the applicant.
24 Seeing none, asked if there was any one who wanted to speak in favor of the
25 application. Seeing none she asked if there was anyone who wanted to
26 speak in opposition.
27

28 **Doug Copeland** 301 Roehl Road NW, Los Ranchos stated he did not
29 necessarily have an objection provided that certain things can be met. Right
30 now there is no buffer at all. There is a wire fence and there are some big elm
31 trees. Visually it's not good aesthetically. Dust and dirt are the complaints
32 from his tenants. He's okay with change if some sort of wall to block the view
33 and to keep the dirt down.
34

35 **Chairman Seligman** asked the audience member to state his name and
36 address for the record.
37

38 **Don Allison** 12501 Crest Ave NE, Albuquerque stated he is joint owner in
39 301 Roehl Road. Then handed out pictures to the Commission showing that
40 this was not an attractive use of the land. Showing gravel and concrete
41 railroad ties. Stating they are not hostile just want some changes.
42

43 **Doug Copeland** stated he has a duplex and is trying to rent it out everyone
44 likes the front, but once they see the back they are put off.
45

46 **Chairman Seligman** recognized Commissioner Colman.
47

48 **Commissioner Colman** stated that they are not against it would a six (6')
49 foot concrete block wall built by the owner help?
50

51 **Doug Copeland** stated it would have to be an eight (8') foot wall.

1 **Commissioner Colman** stated she didn't think eight (8') feet was allowed.

2
3 **Doug Copeland** stated they put up an eight (8') foot wall up against the
4 lateral.

5
6 **Jerome Maldonado** stated that it's six (6') feet to six feet eight inches (6' 8").

7
8 **Doug Copeland** stated that would be fine.

9
10 **Commissioner Colman** stated they don't do an eight (8') foot.

11
12 **Doug Copeland** stated a six (6') foot wall would do.

13
14 **Commissioner Colman** stated she would like to see them satisfied that their
15 issues they are entitled to have those. And for the record they need to state
16 what are their concerns.

17
18 **Doug Copeland** stated he would like to see some sort of wall or attractive
19 fence that would block out the view. He understands there are some really
20 old elm trees in the way and if they can work around it maybe have the wall
21 off a bit.

22
23 **Don Allison** stated he thinks those elms are right on the property line.

24
25 **Doug Copeland** stated it is on their side of the property line.

26
27 **Commissioner Colman** stated so a concrete block wall on the interior of the
28 trees.

29
30 **Jerome Maldonado** stated he's concerned about the elm trees.

31
32 **Chairman Seligman** called Mr. Maldonado to order. Stating if he wished to
33 speak he can come back, but everything has to be on the record.

34
35 **Doug Copeland** stated just for the record they did not lodge the complaint.

36
37 **Commissioner Colman** stated if they are trying to rent it. It becomes an
38 economic issue. So what they need is for the owner to comply so that
39 everyone can move forward.

40
41 **Doug Copeland** stated he agreed with that.

42
43 **Chairman Seligman** asked if they bought the property in 2005 did they think
44 it would become residential.

45
46 **Doug Copeland** stated they did know it was residential although there was
47 no residential activity.

48
49 **Chairman Seligman** stated so they knew it would be residential.

50

1 **Doug Copeland** stated they knew that though they had no expectations of
2 buying property next to a commercial property.

3
4 **Chairman Seligman** stated that he said there was dust.

5
6 **Doug Copeland** stated there is dust when the trucks are unloading. It's also
7 noisy, but they don't come in very early to do that. His tenant complains a lot
8 about the dust.

9
10 **Chairman Seligman** asked in their opinion a solid wall would help.

11
12 **Doug Copeland** stated he felt it would help, but not completely solve it.

13
14 **Chairman Seligman** asked if there any other questions then recognized
15 Commissioner Phillips.

16
17 **Commissioner Phillips** asked for clarification on which was their property.

18
19 **Doug Copeland** stated there are two structures on the property a house and
20 a duplex.

21
22 **Don Allison** stated there is a single dwelling on the lot to the east. There is a
23 single dwelling to the west between the commercial lot and our residences.
24 The original owner split the acre he had into two ½ acre lots one went to his
25 sister the other they bought.

26
27 **Chairman Seligman** asked if there were any other questions and asked Mr.
28 Maldonado forward.

29
30 **Jerome Maldonado** stated they are fine with putting up some kind of barrier
31 to solve some of their concerns. He thinks a cedar fence could work and look
32 a lot nicer than a concrete wall. They are willing to work with them. The
33 property to the north of them is weedy and over grown with trees. The only
34 time they have activity is in the morning from 7:00 am to 7:30 am. In the
35 evening it's only the employees who do their residential work. Our main yard
36 is off Montano and Edith.

37
38 **Chairman Seligman** asked if there were any questions. Then asked when
39 did he buy the property.

40
41 **Jerome Maldonado** stated in October of 2012.

42
43 **Chairman Seligman** asked if he was aware it was zoned R-2.

44
45 **Jerome Maldonado** stated he wasn't and he went back to the property
46 disclosures. It was not properly disclosed. It was an oversight by him and the
47 reason they didn't question it was the plaster company had all kinds of
48 concrete and other piles of construction materials. They sold off in 2010 and
49 in 2013 when they took over. It was used as a construction yard prior to them
50 buying the property.
51

1 **Chairman Seligman** asked about the question on the title.

2
3 **Jerome Maldonado** stated it was originally purchased on a real estate
4 contract that is why there is a special warranty deed.

5
6 **Chairman Seligman** asked about the title.

7
8 **Jerome Maldonado** stated they granted to Cisne Azul, LLC a special
9 warranty deed by mistake. They own together other properties and id not
10 notice that they were put on this property by mistake. They own twenty (20)
11 LLC's.

12
13 **Chairman Seligman** asked if Cisne Azul, LLC was one of theirs.

14
15 **Jerome Maldonado** stated no that they have a small state holding company.

16
17 **Chairman Seligman** asked if he bought this property.

18
19 **Jerome Maldonado** stated JJM Properties bought it and he is the only
20 managing member of JJM Properties.

21
22 **Chairman Seligman** asked if they bought this off Cisne Azul, LLC.

23
24 **Jerome Maldonado** stated yes.

25
26 **Chairman Seligman** asked on a real estate contract.

27
28 **Jerome Maldonado** affirmed the statement.

29
30 **Chairman Seligman** asked if they are still on the real estate contract.

31
32 **Jerome Maldonado** stated they are and they are trying to settle on the
33 property and negotiate a contract.

34
35 **Chairman Seligman** stated that the warranty deed is being held in escrow.

36
37 **Jerome Maldonado** affirmed the statement.

38
39 **Chairman Seligman** asked if there any other questions and recognized
40 Commissioner Tourville.

41
42 **Commissioner Tourville** stated the main issue is the fence typically owners
43 negotiate who is going to pay for the fence. What kind of fence is it going to
44 be? CMU for those who don't know what that means is a cinder block wall.
45 But as he was saying he'd have to get rid of the elm trees. Cedar fencing can
46 go right up against the trees. If it's CMU, the trees begin to buckle the wall.
47 Cedar fencing or coyote fencing is easier to repair and more aesthetically
48 pleasing. So this is something they want to work out with the owners.

49
50 **Jerome Maldonado** stated they will. CMU walls can be affected by the roots
51 of the elm trees and cedar is much more aesthetically pleasing.

1 **Commissioner Tourville** stated or he could do a green belt with additional
2 vegetation.

3
4 **Jerome Maldonado** stated that they would have to consider that as well.

5
6 **Chairman Seligman** asked if there were any more questions or comments.
7 Thanked Mr. Maldonado and then closed the floor to further public comment.
8 Asking if there were any comments from the Commission. Then recognized
9 Commissioner Phillips.

10
11 **Commissioner Phillips** stated re-visiting the question they argued before he
12 would be much more strongly in favor of this error rationale simply because it
13 was arbitrary and the error was only discovered by this action. Looking at the
14 two possibilities he would look to using the center motion.

15
16 **Chairman Seligman** stated she had a question for Attorney Chappell are
17 they allowed to add the condition of the fence to the change in zones.

18
19 **Attorney Chappell** stated if the applicant volunteers' that as part of the
20 working with the neighbors that could be done apart from that if they just
21 imposed it now it is a problem. It might be appropriate if they are inclined to
22 approve the zone change is to recommend the verbal as part of the zone
23 change, which has to go to the Board of Trustees. The recommendation only
24 if the applicant is doing the buffering. They can do something like that and let
25 the Trustees make the decision. Since they are not doing the zoning, they are
26 doing the recommendations he thinks they can do that.

27
28 **Chairman Seligman** stated what about the error issue. Was the error the
29 zone or was the error another political entity.

30
31 **Attorney Chappell** stated the standard that is being used here is a cast that
32 specifically dealt with down zoning. Property owners were objecting to down
33 zoning from a C-1 to residential use. The court used that as a basis that had
34 to be shown in order to down zone somebody's property. The test may be a
35 bit different. If not down zoning somebody's property and he thinks the zoning
36 and police powers can be exercised in a court to the Master Plan. Certainly if
37 they are concerned the safest way to go in terms and other things is to meet
38 that criteria. That is not the only time municipalities have rezoned. That is
39 good criteria to follow and perhaps not the sole criteria of the Master Zoning
40 plan.

41
42 **Chairman Seligman** stated this is an up zone not a down zone.

43
44 **Attorney Chappell** stated it is, but they are going to have an argument form
45 adjoining property owner. If they are rezoning an entire area they have to us
46 different criteria.

47
48 **Chairman Seligman** asked if there were any questions or comments and
49 then recognized Commissioner Tourville.
50

1 **Commissioner Tourville** stated going back to what Commissioner
2 Riccobene said this is an old lot and they are going to have challenges with
3 these types of lots. If they look at them the east side is not going to be a
4 problem because they are up against the lateral. On the north side Jim Shull
5 will be putting up his brew pub and his intention of putting up a hops farm at
6 the rear. He doesn't think that's going to be a problem for him. Then
7 corrected himself saying that is actually two lots over. As far as traffic with the
8 commercial zoning. The concern that the neighbors on Pueblo Solano had
9 was that the Fresquez property would have people coming off 2nd Street and
10 that would cause traffic problems. Whereas, Roehl Road if you've ever driven
11 it from 4th Street to 2nd Street there is no traffic coming down. Having
12 residences back there and them having to drive through the commercial lot
13 just doesn't make sense. Having it zone residential makes no sense.
14

15 **Chairman Seligman** asked if there were any more comments. Then stated
16 that she didn't think if fell under change in conditions or the error in zoning.
17 These are all troubling to her because of the combined commercial and
18 residential zoning. She thinks that they need to protect the character of the
19 Village. They do have an applicant who is willing to work with the residents
20 and she thinks that is important. This is an acceptable use for them as long
21 as we have certain criteria. In her opinion they need to condition this. There
22 needs to be a substantial barrier specified. A buffer in place as part of the
23 change in zoning. They should make it clear that they take these case by
24 case because she doesn't want to set a precedent. She doesn't want to
25 someone else coming in and saying look what they did here. This happened
26 on this particular lot because of these particular circumstances. Then
27 recognized Commissioner Brawley.
28

29 **Commissioner Brawley** reiterated that he was still uncomfortable with the
30 error burden. He doesn't think the conditions have changed that much the
31 way he looks at it. He sees residential to the north, south and east. So what's
32 really happening here. The residents to the south did buy with the
33 expectations that the property behind them would remain residential. That's
34 not a guarantee. If they were to create a barrier in addition to a buffer. A
35 fifteen (15') foot buffer is required as soon as it becomes C-1. The need to
36 keep from dumping in that fifteen (15') foot area is will be overcome and if
37 there some sort of barrier there are complication in regard to some how
38 assure that what the conditions to the zone change will actually take place.
39 The village has not figured out how to deal with this. This is a precedent
40 action they are going to take and if they do change this zone they could have
41 this same situation before them form up and down both sides of the 4th
42 Street. They need to be prepared to do that. He is not saying it's impossible
43 to do. He's still not comfortable calling it an error and changes to the
44 conditions is a more rationale argument, but he doesn't think that argument
45 works here.
46

47 **Chairman Seligman** recognized Commissioner Phillips.
48

49 **Commissioner Phillips** stated that after listening to both the reason he
50 thinks it should be done under the error is because of the arbitrary three
51 hundred (300') foot its not two lots it's one single lot is that correct.

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Planner McDonough stated that is correct.

Commissioner Phillips stated that is why he says an error because it was done to one single lot not to two separate lots.

Chairman Seligman asked why he says arbitrary.

Commissioner Phillips stated that he used that word as a demonstration.

Chairman Seligman recognized Commissioner Brawley.

Commissioner Brawley stated he thought that arbitrary is the correct word where there is no rationale that specifically identifies three hundred (300') feet and doesn't apply to anything on the property i.e. parking. He would also argue that this applied to hundreds of lots in this area both in and outside the Village. When faced with the depth between 4th Street and the laterals on both sides the county made an arbitrary decision. They said three hundred (300') feet ought to be enough because of the scale of commercial at that time. That's why he thinks it wasn't an error he thinks it was rationale and arbitrary, but at the same time not this lots of conditions have changed. More than 20-30 years since that decision was made. And they are correct in that most of this, the three hundred (300') foot line was incorporated into the Village. Arbitrary is in fact the right word. Arbitrary in the sense that this is no hared rationale applied on any of this, which even further supports the argument that it was not arbitrary because if they go up and down 4th Street it's all three hundred (300') feet. And the argument here is conditions change not error. Then apologized for repeating himself.

Chairman Seligman asked if there any more questions or comments. Then recognized Commissioner Craig.

Commissioner Craig stated he is not comfortable with the number and the Commission imposing design criteria as the Planning and Zoning Commission, such as a cinder block wall. He agrees with Commissioner Tourville on the barrier a coyote type fence because of the trees. He doesn't think they should be doing as much as he like to design some of the activities and his understanding on this C-1 is that it needs conditional approval for a contractor's yard. If they do a C-1 they still have to come back as a contractor's yard.

Planner McDonough stated that is correct the action this evening is only on the C-1 zone.

Commissioner Craig stated they are approving C-1 zoning they are not approving a contractor's yard.

Chairman Seligman recognized Commissioner Riccobene.

Commissioner Riccobene stated that nevertheless this would become a C-1.

1 **Planner McDonough** stated that is correct if the recommendation and the
2 action is to approve the zone change to C-1 then it would stay as a C-1 zone.
3 Because this is a two step process and a conditional use is an administrative
4 process they couldn't track together.
5

6 **Chairman Seligman** recognized Commissioner Craig.
7

8 **Commissioner Craig** stated one of the arguments he mentally did today
9 when he looked at this was would he approve a residential request coming in
10 on this and he thinks he'd have a great deal of problems. Because it is an R-2
11 there is not enough room. R-2 is ½ acre so it would mean two (2) lots back
12 there. As a Commissioner he would have trouble approving because of the
13 access and the lack of square footage. So this seemed to be a C-1, which
14 they could do all the way down. It seemed like a more logical application for
15 this property. He thinks it has been divided into C-1 and R-2 with bad access.
16 Whomever did it he assumes would have done it as one parcel.
17

18 **Chairman Seligman** stated her understanding is that the county set the three
19 hundred (300') foot commercial area. They need to consider the precedent of
20 what they are doing. What bothers her is it's zoned R-2 and being used as a
21 commercial property now.
22

23 **Commissioner Craig** stated that the buildings are sitting on the C-1.
24

25 **Chairman Seligman** stated she know that but it's being used right now as a
26 C-1.
27

28 **Commissioner Craig** stated they were dumping materials there before.
29

30 **Chairman Seligman** stated that maybe it had been done before, but that
31 doesn't make it right. They aren't charged with what it is now. In essence a
32 clean up. They are trying to make someone, who has invested in the Village
33 whole. They also invested in a property that the one end was commercial the
34 other was R-2.
35

36 **Commissioner Craig** stated he asked himself another question. The trailer
37 park across from Dan's Boots and Saddles is a C-1 all the way to the lateral.
38 The building up front only goes to one hundred fifty (150') feet. They are
39 checkerboard patterned all along 4th Street with no consistency and yes they
40 say there is three hundred (300') feet zone, but it's violated the entire length
41 of 4th Street. He shouldn't say all of 4th as the lateral cuts it off.
42

43 **Chairman Seligman** stated they don't know what the criteria was for the
44 zone changes. They don't know why this one had three hundred (300') feet
45 and why some had less, some had no restrictions. Do they have the ability to
46 grant a C-1 zone? If they don't see that and those aren't there. Then they
47 can't grant it. If they are there, then it's fine.
48

49 **Commissioner Craig** stated he thought they were beginning to split hairs.
50 They have an issue here that needs to be resolved. Are they in a position to
51 judge probably not? Is it changing conditions probably. Something happened

1 with this property that needs to be resolved. That's why the applicants are
2 here and the neighbors.

3
4 **Chairman Seligman** recognized Commissioner Brawley.

5
6 **Commissioner Brawley** stated he is in general agreement with what
7 Commissioner Craig is saying. It's a little hard to put these cases into
8 perspective without some understanding of what drove these.

9
10 **Commissioner Craig** stated he didn't think they had two properties that are
11 like this as they are. Looking at the zigzag as they are going along. There are
12 subdivisions behind some of these properties.

13
14 **Chairman Seligman** recognized Commissioner Colman.

15
16 **Commissioner Colman** stated it isn't there some sort of provision for an
17 administrative cleanup. When something is done in a broad sweeping
18 manner and time goes by and they are looking at a specific property the
19 narrowness of the lot, the lack of access, and they all agree that someone
20 came before us and didn't want to put a house back there. Isn't there some
21 kind of provision in law that says Planning Commissions and Trustees looking
22 at the specific circumstances and administratively clean up the zone map. On
23 this property they are going to change the zoning to C-1 because it makes
24 more sense.

25
26 **Attorney Chappell** stated there is not a catch-all like that. They can go back
27 and fix things it still is a zone change. They run into problems like this one if
28 they change one piece of property not according to a plan it becomes spot
29 zoning. Something they can't do even if it's been tested. This might be a spot
30 zoning unless the Master Plan shows this as commercial. The Board of
31 Trustees, who have the ultimate decision can change a zoning plan. They
32 can correct some errors, but it's still a zoning question. If this is a spot zoning
33 the thing that does happen is if they change it to C-1 and then decide it
34 doesn't work, they cannot change it back because they would have to show
35 change in conditions. Each property to the north could demand changing to
36 C-1. This is what they can get when they go piecemeal. So they have to
37 consider this before they have to turn down the next person who comes in.
38 Then it becomes a legal matter and they get someone protesting. He would
39 rather not get into spot zoning. They have to look at each case.

40
41 **Chairman Seligman** recognized Commissioner Riccobene.

42
43 **Commissioner Riccobene** stated it make good sense that residents, but
44 along Roehl Road because there is access to those portions of the property.
45 Along the lateral there it also made sense that it was agriculture. Times are a
46 changing, but he's not sure it makes sense to keep it necessarily agriculture
47 and certainly residential. It's less than desirable access for a residential
48 household. So based on that he can definitely see changing this particular
49 parcel to the C-1 zoning.

50
51 **Chairman Seligman** clarified changing conditions.

1 **Commissioner Riccobene** affirmed the statement.

2
3 **Chairman Seligman** recognized Commissioner Brawley.

4
5 **Commissioner Brawley** stated that he agrees with the statement changing
6 conditions is the one to use. He had a problem with the first one. The change
7 in conditions stems from it's an R zone used as a C-1 that is a change in
8 conditions. The only one used as a basis for the decision.

9
10 **Attorney Chappell** stated he didn't think that was the basis for the decision
11 from a legal perspective that does not constitute a change in condition. That
12 would include the entire area not just a piece of property. He doesn't think it's
13 true in a zone case.

14
15 **Commissioner Riccobene** stated he would see the same condition in those
16 three parcels. The two to the north as well.

17
18 **Chairman Seligman** recognized Commissioner Craig.

19
20 **Commissioner Craig** state he is not sure why they are afraid of C-1. They
21 seem to be giving that impression that they are afraid of the 4th Street
22 revitalization with C-1 zoning, which is what we want along there. The three
23 hundred (300') feet it seems that they have spot zoning with residential in the
24 rear with no access. This gives me a headache, but Roehl Road gives him a
25 real headache. They have a lot of strange conditions on some properties.
26 That's why they are the Planning and Zoning Commission.

27
28 **Chairman Seligman** asked about the access. They have access they have
29 one owner, who can access the entire property. So there is no access issue.
30 She does not want to do spot zoning and does not want to set a precedent. It
31 is zoned residential and it hasn't changed. She doesn't want to damage
32 business in the area, but she also knows she doesn't want to set a precedent.

33
34 **Commissioner Craig** stated that they need to ask the question are the
35 neighbors commercial with a rental property.

36
37 **Chairman Seligman** stated is the rental considered a commercial property or
38 is it allowable in a residential property.

39
40 **Attorney Chappell** stated there is no prohibition in the ordinances being able
41 to rent a residential property. It would still be residential property.

42
43 **Commissioner Craig** stated he was not inferring that by fault it is a business.
44 So they have a business adjacent to a business.

45
46 **Attorney Chappell** stated he doesn't think it converts to a truly commercial
47 and they were there when they built it was a non-conforming use when they
48 came into the Village. He agrees with Commissioner Seligman there is no
49 access issue it comes down to a policy decision as to whether or not the
50 change in conditions makes this a commercial area as opposed to what was
51 originally a residential area. This will probably set a precedent for the entire

1 area. The next step is they cannot do a construction yard without a
2 conditional use permit. They are granted unless they damage adjacent
3 properties. That will come up specifically in the conditional use application.
4

5 **Chairman Seligman** recognized Commissioner Riccobene.
6

7 **Commissioner Riccobene** stated at that time they will address the
8 recommendation to the Trustees if they thought there needed to be an
9 agreement between the owners of the rental and the commercial use. So that
10 is when they would address that issue. Because right now changing it to C-1
11 only requires a buffer.
12

13 **Attorney Chappell** stated it requires a buffer in the fifteen (15') foot setback.
14 If this was changed to a C-1 and they put an engineering office back there
15 would you have the same issue as the construction yard.
16

17 **Commissioner Riccobene** thanked Attorney Chappell.
18

19 **Chairman Seligman** asked if there were any more comments or questions
20 and then asked if there was a motion.
21

22 **MOTION: Commissioner Riccobene** moved to allow the zone change to C-
23 1 based on changes of conditional use for the area.
24

25 **Chairman Seligman** asked if there was a second.
26

27 **SECOND: Commissioner Tourville** seconded the motion.
28

29 **Chairman Seligman** asked if there was any discussion on the motion. Then
30 recognized Commissioner Phillips.
31

32 **Commissioner Phillips** stated they are just recommending.
33

34 **MOTION: Commissioner Riccobene** moved to recommend to the Trustees
35 to allow the zone change to C-1 based on changes of conditional use of the
36 area.
37

38 **SECOND: Commissioner Tourville** seconded the motion.
39

40 **Chairman Seligman** asked if there was further discussion. Then called for a
41 vote.
42

43 **VOTE:** the motion carried with a vote of (5-2) with Commissioner Brawley
44 and Commissioner Seligman voting nay.
45

46 **Chairman Seligman** stated that this formally closed the request by JJM
47 Properties, LLC for a Zone Change and Zone Map Amendment from R-2 to
48 C-1 in the Fourth Street Commercial Corridor.
49
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51

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5. **OLD BUSINESS**-There was no old business.

6. **NEW BUSINESS**- There was no new business.

7. **REPORTS**

A. Planning Department Report

The report and discussion was on the following:

- Stormwater permit.
- Building permits & new businesses.
- Question about new residences.
 - o 2 new residences one in El Prado and one in Nuevo Hacienda

9. **COMMISSIONER'S INFORMAL DISCUSSION**

Discussion was on the following

- PNM & weed cutting
- Cows and goats
- 4th Street and the issues they are seeing and the uniqueness of the properties
- Zone Codes
- Work sessions
- Ditch rights

10. **ADJOURNMENT**

Chairman Seligman asked if there was a motion for adjournment.

MOTION: Commissioner Brawley motioned for adjournment at 9:45 p.m.

SECOND: Commissioner Colman seconded the motion.

VOTE: carried unanimously (7-0).

APPROVED by the Planning and Zoning Commission of the Village Los Ranchos de Albuquerque this 13th day of November, 2015.

ATTEST:



Tim Tourville, Secretary
Planning and Zoning Commission

9. NEW BUSINESS

A. DISCUSSION AND APPROVAL TO APPOINT THE TEMPORARY MUNICIPAL JUDGE PANEL 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.

Village of Los Ranchos de Albuquerque

Board of Trustees

Meeting Date: September 14, 2016

Title: Discussion and approval of the Temporary Municipal Judge Panel 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.

Action: Motion to approve the Temporary Municipal Judge Panel 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, as presented. Verify that each nominee meets the qualifications as outlined in the ordinance.

Summary:

Approval of the following nominees to serve on the temporary Municipal Judge Panel:

Greg Biehler

Barbara Koenig

CHAPTER 11

MUNICIPAL COURT

ARTICLE 1. Municipal Court

ARTICLE 1. MUNICIPAL COURT

- SECTION 1. Municipal Court
- SECTION 2. Jurisdiction
- SECTION 3. Qualifications of Judge
- SECTION 4. Election of Judge
- SECTION 5. Vacancies
- SECTION 6. Oath of Office
- SECTION 7. Compensation
- SECTION 8. Temporary Municipal Judge
- SECTION 9. Compensation for Temporary Municipal Judge
- SECTION 10. Duties Generally
- SECTION 11. Reports and Remittances
- SECTION 12. Initiation of Proceedings
- SECTION 13. Personnel and Finances

§ 11.1.1 MUNICIPAL COURT

The Village hereby recognizes the Municipal Court as established in NMSA 1978, § 35-14-1 and hereby creates a Municipal Court in the Village of Los Ranchos de Albuquerque. A Municipal Judge shall preside. This ordinance is adopted to implement the operation of the Municipal Court as authorized by state statute.

§ 11.1.2 JURISDICTION

The Municipal Court shall have jurisdiction over all offenses and complaints under the Ordinances of the Village of Los Ranchos de Albuquerque, and may issue subpoenas and warrants and punish for contempt.

§ 11.1.3 QUALIFICATIONS OF JUDGE

The Municipal Judge must be a registered voter, over 21 years of age, and a resident of the Village and shall continually retain residence within the Village throughout the term of office. A candidate for Municipal Judge shall not have been convicted of a felony or a misdemeanor of moral turpitude in any jurisdiction. The Municipal Judge shall hold no other elective public office during the term for which he or she is elected or appointed. Maintaining "residence" as used herein, shall mean maintaining the primary residence of such individual within the Village and residing in such residence for not less than 200 days during each calendar year.

§ 11.1.4 ELECTION OF JUDGE

The Municipal Judge shall be elected for a term of four (4) years at a regular municipal election and shall serve until expiration of the four (4) year term. An elected Municipal Judge shall take office the first day following expiration of the term of the sitting Municipal Judge. Any



qualified person may have his or her name placed upon an official ballot by filing with the Village Clerk, on a date to be set by the Board of Trustees ("Board") prior to the date of the election, a notarized declaration of his or her candidacy as provided in the election laws of the State of New Mexico. The official ballot shall be provided by the Village and the candidate receiving the highest number of votes cast shall be declared elected to office.

§ 11.1.5 VACANCIES

In the event that the Municipal Judge resigns, is removed, dies or ceases residence within the municipality, the Mayor shall declare the office of the Municipal Judge vacant. Vacancies in the office of Municipal Judge shall be filled by appointment by the Board, at either a regular or special meeting, and Municipal Judges so appointed shall serve until the next regular Village election.

§ 11.1.6 OATH OF OFFICE

The Municipal Judge shall, prior to taking office, take a written oath to uphold the constitution and the laws of the United States of America and the State of New Mexico, and the ordinances of the Village of Los Ranchos, and to faithfully and impartially discharge and perform all of the duties of the office. A signed original of the oath shall be filed in the office of the Village Clerk.

§ 11.1.7 COMPENSATION

The compensation of the Municipal Judge shall be determined by ordinance duly adopted by the Board prior to the date of the beginning of the term for which the Municipal Judge is elected or appointed to serve. In the event that the Board fails to adopt an ordinance prescribing the compensation for the Municipal Judge, then the compensation prescribed for the preceding term of office shall continue until such compensation has been changed by ordinance. Compensation for Municipal Judge shall not be changed during the term to which such judge has been elected or appointed.

§ 11.1.8 TEMPORARY MUNICIPAL JUDGE

During the temporary incapacity or absence of the Municipal Judge, under circumstances not tantamount to or constituting a vacancy or an abandonment of office, or in the event of a disqualification or recusal of the Municipal Judge, the following procedure is hereby adopted for the purpose of identifying one or more temporary judges to serve as an alternate Municipal Judge in the event of an incapacity or absence as stated above.

(A) CREATION OF PANEL. The Board of Trustees shall endeavor to designate up to three (3) individuals ("Panel") who are qualified to serve as a Municipal Judge under Municipal Code § 11.1.3 and who are willing to serve as a temporary municipal judge.

(B) CANDIDATES FOR PANEL. The Municipal Judge, the Mayor, or any member of the Board of Trustees may submit names of individuals who are qualified to serve as a temporary judge for consideration of the Board of Trustees.

(C) SELECTION OF PANEL. The Board of Trustees may conduct such inquiry it believes necessary to obtain information about any potential candidate for a temporary judge to assure that such individual is qualified to serve in such capacity by reason of residence and background. Upon satisfaction with an individual's qualifications, such individual may be



named to the Panel by a majority vote of the Board of Trustees at a regular or special public meeting.

(D) APPOINTMENT OF TEMPORARY JUDGE. In the event of an absence, incapacity or other necessity for a temporary judge, the Municipal Judge shall have the authority to appoint a member of the Panel to serve as a temporary judge in specific cases. In the event the Municipal Judge is unwilling or unable to appoint a temporary judge, the Mayor shall have the authority to designate a member of the Panel as temporary judge for specific cases.

(E) TENURE OF PANEL. Any member of the Panel may resign at any time and the Board of Trustees shall have the authority to remove any member of the Panel at any time, at its discretion.

(F) FAILURE TO DESIGNATE MEMBERS OF THE PANEL. In the event the Board of Trustees is unwilling or is unable to designate individuals to serve on the Panel, the temporary judge shall be appointed by the Presiding Judge of the District Court of the Second Judicial District of New Mexico. The Municipal Judge is hereby authorized to submit a request, in writing, to the Presiding Judge for appointment of a temporary judge. If the Municipal Judge is unwilling or unable to do so, the Mayor shall be authorized to submit such a request. The temporary judge appointed by the Presiding Judge shall serve as a temporary judge only for the specific case(s) for which the appointment is made.

§ 11.1.9 COMPENSATION FOR TEMPORARY MUNICIPAL JUDGE

During the temporary incapacity or absence of the Municipal Judge, the temporary Municipal Judge shall be paid the same compensation as is paid the Municipal Judge on a pro-rata basis. Compensation paid the temporary Municipal Judge shall not be deducted from the authorized salary of the Municipal Judge.

§ 11.1.10 DUTIES GENERALLY

The Municipal Judge shall preside over all hearings at every stage of any proceeding concerning a violation of any provision of the Ordinances of the Village. The Municipal Judge shall maintain the records and issue the documents as are required by state statutes and regulations of the Administrative Office of the Courts.

§ 11.1.11 REPORTS AND REMITTANCES

The Municipal Judge shall furnish written reports to the Board of all moneys collected by him or her not later than the tenth (10th) day of each month following collection and all moneys collected shall be paid to the Village Treasurer on the date of the filing of the report. All reports shall include an itemized statement showing the different amounts collected, the purpose of collection, the name of the person paying, and the date of payment.

§ 11.1.12 INITIATION OF PROCEEDINGS

(A) A defendant may be brought into Municipal Court for trial by any of the following methods:

- (1)** Arrest for violation of a municipal ordinance committed in the presence of the arresting officer;



(2) Arrest, or citation or summons, pursuant to a warrant based on the sworn complaint of any person having reasonable grounds to believe the defendant is guilty of violating a specified ordinance;

(3) Citation or summons; or

(4) Arrest pursuant to a warrant issued by the Municipal Judge for failure to appear to answer a citation or summons.

(B) Any citation or summons issued for violation of an ordinance shall require the party charged to appear before the Municipal Court at a specified time.

(1) If a citation is issued, the party charged shall sign the citation promising to appear before the Municipal Court at the time specified in the citation.

(2) If a summons is issued, it shall be served as provided by the Rules of Procedure for the Municipal Courts.

§ 11.1.13 PERSONNEL AND FINANCES

All personnel of the Municipal Court shall be employed or provided by the Village, and appropriations for the Court shall be controlled and budgeted for in the same manner as any other Village department.

Ordinance and State Law References regarding Chapter 11, Article 1 (f/k/a Chapter 18):

Ordinance #11, adopted August 2, 1961;

Ordinance #23, approved November 1, 1972, amending Ordinance No. 11;

Ordinance #62, effective date July 1, 1985 (replacing ORD #11);

Ordinance #63 effective September 27, 1985;

Ordinance #134, enacted Feb. 14, 1996, codifying Ordinances 62 and 63 as Chapter 18, with modifications.

Ordinance #254, adopted August 8, 2016

Rules of Procedure for the Municipal Courts SCRA 1986, Rules 8-101, *et seq.*;

Service of Summons SCRA 1986, Rule 8-204;

Rules Governing Judicial Education, SCRA 1986, Rule 25-101, *et seq.*;

Citation in Lieu of Arrest Without a Warrant: § 31-1-6 NMSA 1978;

Municipal Courts § 35-14-1, *et seq.*, NMSA 1978;

Violations of Municipal Ordinances § 35-15-1, *et seq.*, NMSA 1978.



**LEWIS
BRISBOIS
BISGAARD
& SMITH LLP**

ATTORNEYS



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

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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

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 A MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE AND THE BERNALILLO COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF COORDINATING AND COOPERATING IN LAW ENFORCEMENT MATTERS WITHIN THE VILLAGE IN AN ORDERLY, EFFICIENT, AND EFFECTIVE MANNER WITHIN THE JURISDICTIONS OF THE RESPECTIVE PARTIES; AUTHORIZING THE MAYOR TO THE EXECUTE THE MUTUAL AID AGREEMENT.

Village of Los Ranchos de Albuquerque

Board of Trustees

Meeting Date: September 14, 2016

Title: Discussion and Approval of Mutual Aid Agreement between the Village of Los Ranchos and Bernalillo County Sheriff's Office; authorizing the Mayor to sign the Mutual Aid Agreement.

Action: Motion to approve the Mutual Aid Agreement and giving the Mayor authority to sign on behalf of the Village of Los Ranchos.

Summary:

It has been determined that a mutual aid agreement is necessary to allow the Bernalillo County Sheriff's Deputies to enforce the ordinances of the Village of Los Ranchos.

The execution of a mutual aid agreement between Bern Co and the Village would provide for an efficient and unimpeded enforcement of certain Village ordinances. The Village remains the primary enforcement agency for its ordinances however, the mutual aid agreement will give Bernalillo County Sheriff's Office the necessary tools to efficiently enforce ordinances related to public safety and keeping the peace.

MUTUAL AID AGREEMENT

The **VILLAGE OF LOS RANCHOS DE ALBUQUERQUE**, a municipal corporation (hereinafter “the Village”), a political subdivision of the State of New Mexico located within the County of Bernalillo, and the **BERNALILLO COUNTY SHERIFF’S OFFICE** (hereinafter “BCSO”), the law enforcement agency of the County of Bernalillo, a political subdivision of the State of New Mexico, hereby enter into this Mutual Aid Agreement for the purpose of coordinating and cooperating in the law enforcement matters within the Village in an orderly, efficient, and effective manner within the jurisdictions of the respective parties.

WHEREAS, it is in the best interest of the enumerated parties that they coordinate and cooperate in law enforcement matters that may occur within their respective jurisdictions.

WHEREAS, the Village has no municipal police department to enforce its ordinances or New Mexico Statutes.

WHEREAS, the BCSO is the law enforcement agency of the County of Bernalillo, designate by stature to provide law enforcement to the unincorporated portions of the county as well as the incorporated communities therein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein expressed, the parties agree as follows:

1. That the parties to this Agreement will furnish aid to each other by providing law enforcement personnel and resources to each other in a a timely manner consistent with the provisions of this Agreement.

2. That the parties to this Agreement are not obligated to provide the aid requested by a party under this Agreement if by so doing that party would be endangering the law enforcement protection of its own jurisdiction under the circumstances then existing. Furthermore, each party is to be the sole and separate judge as to when circumstances preclude it

from rendering aid to the other party under this Agreement unless that part is so obligated under a separate agreement.

3. That any party rendering aid to the other party under this Agreement may withdraw its assistance when it determines that it must return to provide law enforcement protection or services within its own jurisdiction. Any party withdrawing its assistance will provide reasonable notice of its withdrawal to the program director or other person in charge of the party requesting aid.

4. No party withdrawing assistance under this paragraph will be liable to the party requesting aid or any other person, firm, corporation or other legal entity for any claim or judgment for damages due to personal injury, death or property damage allegedly arising out of the withdrawal of assistance.

5. Whenever the parties to this Agreement are operating jointly pursuant to a request for aid under this Agreement, the authorized official of the party requesting the aid shall be in charge of the combined department or agencies operating within the requesting party's jurisdiction, consistent with paragraph 2 above, unless the parties have made different arrangements under a separate agreement.

6. Staff, employees or agents of the parties, when acting under the direction of an authorized official of the party requesting aid, shall be deemed to be acting within the scope of their employment within their respective departments or agencies and not as employees of the party requesting aid.

7. It is mutually agreed by the parties that all claims or judgments for property damage, personal injury or deal arising from the performance of any activities under the terms of this Agreement by either party to this Agreement against the other party to this Agreement are hereby expressly waived.

8. This Agreement may be terminated at any time by any party; provided that such termination shall not be effective until thirty (30) days after the terminating party gives notice in writing of its intention to terminate and such notice is received by the other party. Until such

termination is effective, the terms, provisions and conditions of this Agreement shall remain in full force and effect. Said termination for BCSO shall be made by the Sheriff and termination by the Village shall be approved by its governing body.

9. This Agreement neither contemplates nor requires any additional financing on the part of any of the parties hereto unless the parties have so agreed under a separate agreement.

10. This Agreement shall be in effect for a period of two (2) years and may be renewed for a similar period of two years thereafter by mutual consent of the parties hereto, unless otherwise terminated pursuant to this Agreement.

11. Both parties to this Agreement acknowledge that each party will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result for the negligence of its employees. The liability of both parties shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended. This paragraph is intended to only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities governed by federal, state, local or common law of the New Mexico Tort Claims Act. The parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act. Any privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, and relief, disability, workers' compensation and other benefits which apply to the activity of the officers, agents or employees of either part to this Agreement when performing their respective functions within the territorial limits of their respective agencies, shall apply to them the same extent while engaged in the performance of any of their functions and duties extraterritorially.

12. Each party shall be responsible only for any liability, loss, damages and expenses arising out of the negligence of its own principals, elected officials, employees, servants, and agents, as a result of this Agreement, and shall bear no responsibility for the acts of the other party.

13. Nothing in this Agreement or future amendments shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Village or BCSO or as the consent to be sued, or as submission to the jurisdiction of any court.

14. All notices and communications required by this Agreement shall be in writing and may be delivered personally to the Sheriff of BCSO and the Mayor of the Village, or may be mailed by certified mail, postage pre-paid, return receipt requested as follows:

- i. In the case of BCSO, notices shall be sent to :

Bernalillo County Sheriff's Office Administration
400 Roma, NW
Albuquerque, NM 87102

- ii. In the case of the Village, notices shall be sent to:

Mayor of the Village of Los Ranchos de Albuquerque
6718 Rio Grande Blvd., NW
Los Ranchos de Albuquerque, NM 87107

15. This Agreement shall not be amended, except by an instrument in writing executed by all those officials executing this Agreement below or their successors. However, notice of changes in persons holding any position, changes in address, and similar administrative changes do not constitute amendments that require approval.

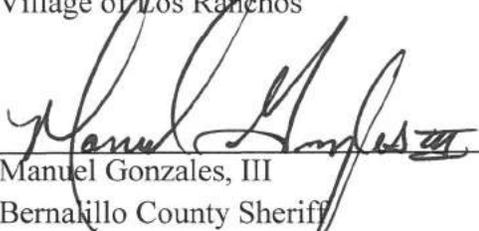
16. The parties' performance under this Agreement is subject to acts of God, war, applicable government regulations, terrorism, disaster, strikes, civil disorder or any emergency beyond the parties' control that materially affects a party's ability to perform its obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party within a reasonable person of time after such occurrence of receipt of notice, either directly or indirectly, of any of the above occurrences.

This Mutual Aid Agreement is effective upon the signatures of the Sheriff of Bernalillo County, the Mayor of the Village of Los Ranchos, and the Governor of the State of New Mexico.

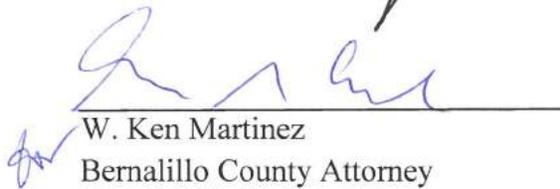
IN WITNESS WHEREOF, the Village, BCSO, and the Governor of the State of New Mexico have executed this Mutual Aid Agreement as of the respective dates indicated below.

Mayor Larry Abraham
Village of Los Ranchos

Date: _____


Manuel Gonzales, III
Bernalillo County Sheriff

Date: 6/14/16


W. Ken Martinez
Bernalillo County Attorney

Date: _____


Julie Morgas Baca
Bernalillo County Manager

Date: 6-20-16

The Hon. Susana Martinez
Governor of the State of New Mexico

Date: _____

9. **NEW BUSINESS**

C. DISCUSSION AND APPROVAL TO ADVERTISE AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, REPEALING CHAPTER 3, ARTICLE 5, TATTOO ESTABLISHMENTS SECTION 1, §3.5.1, DEFINITIONS, AND SECTION 2, PROHIBITION, §3.5.2.

Village of Los Ranchos de Albuquerque Board of Trustees

Meeting Date: September 14, 2016

Title: DISCUSSION AND APPROVAL TO ADVERTISE AN AMENDMENT TO THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, REPEALING CHAPTER 3, ARTICLE 5, TATTOO ESTABLISHMENTS SECTION 1, §3.5.1, DEFINITIONS, AND SECTION 2, PROHIBITION, §3.5.2.

Action: Approval to Advertise

Chapter 3, Article 5 of the Village Code prohibits the operation of a tattoo establishment and engaging in the business of tattooing, based upon Ordinance #80, approved in January 1989. Prohibition of a specific type of business such as a tattoo establishment is contrary to federal law and would be unenforceable. We are requesting to advertise an ordinance to repeal the prohibition.

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

AN ORDINANCE REPEALING CHAPTER 3, ARTICLE 5, TATTOO ESTABLISHMENTS, OF THE CODIFIED ORDINANCES.

NOW, THEREFORE, be it ordained by the governing body of the Village of Los Ranchos de Albuquerque (the "Village"), that Chapter 3, Article 5, Tattoo Establishments, is amended as follows:

Section 3.5.1 is hereby deleted in its entirety:

~~(A) TATTOO means to mark or color the skin by pricking in coloring material so as to form indelible marks or figures or by the production of scars.~~

~~(B) TATTOO ARTIST means any person who performs the work of tattooing.~~

~~(C) TATTOO ESTABLISHMENT means any room or space where the business of tattooing is conducted.~~

~~(D) TATTOO OPERATOR means any person who owns, controls, operates, conducts or manages any tattoo establishment, whether actually performing the work of tattooing or not.~~

Section 3.5.2 is hereby deleted in its entirety:

~~No person shall operate a tattoo establishment or engage in the business of tattooing as a tattoo operator or a tattoo artist within the Village.~~

APPROVED AND ADOPTED by the Governing Body of the Village of Los Ranchos de Albuquerque this ____ day of _____, 2016.

Larry P. Abraham,
Mayor

ATTEST:

Stephanie Dominguez,
Clerk

ARTICLE 5. TATTOO ESTABLISHMENTS

SECTION 1. — Definitions

SECTION 2. — Prohibition

§ 3.5.1 DEFINITIONS

Repealed

~~(A) **TATTOO** means to mark or color the skin by pricking in coloring material so as to form indelible marks or figures or by the production of scars.~~

~~(B) **TATTOO ARTIST** means any person who performs the work of tattooing.~~

~~(C) **TATTOO ESTABLISHMENT** means any room or space where the business of tattooing is conducted.~~

~~(D) **TATTOO OPERATOR** means any person who owns, controls, operates, conducts or manages any tattoo establishment, whether actually performing the work of tattooing or not.~~

§ 3.5.2 PROHIBITION

Repealed

~~No person shall operate a tattoo establishment or engage in the business of tattooing as a tattoo operator or a tattoo artist within the Village.~~

Ordinance and State Law References regarding Chapter 3, Article 5 (f/k/a Chapter 27):

Ordinance #80, January 11, 1989;

Ordinance #134, enacted Feb. 14, 1996, codified ORD #80 as Chapter 27, with modifications.

Ordinance #257, adopted by the Board of Trustees on October 12, 2016 repealed Chapter 3, Article, 5 Section 1 Definitions, and Section 2.



9. NEW BUSINESS

D. DISCUSSION AND APPROVAL OF THE AGRICULTURAL RESIDENTIAL ZONE FAR TABLE AND CALCULATION SHEET FOR THE PURPOSE OF CLARIFYING THE ZONE CODE IN ACCORDANCE WITH THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, CHAPTER 9, ARTICLE 2, SECTION 7, §9.2.7.

Village of Los Ranchos de Albuquerque

Board of Trustees

Meeting Date: September 14, 2016

Title: DISCUSSION AND APPROVAL TO CORRECT A SCRIBING ERROR IN THE 2013 CODIFIED ORDINANCES OF THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, CHAPTER 9, ARTICLE 2, SECTION 7, §9.2.7, A-1 AGRICULTURAL/RESIDENTIAL ZONE FAR TABLE AND CALCULATION SHEET.

Action: Approval to Correct

At the March 2014 Board of Trustees meeting the Board approved Ordinance 248 which contained amendments to Chapter 9 Land Use of the Village Code. Due to a scribing error one of the approved amendments was never included in the Code. The amendment was to Chapter 9, Article 2, Section 7, §9.2.7, A-1 Agricultural/Residential Zone FAR Table and Calculation Sheet; “For lots larger than 3 acres, barns and other agricultural related buildings are excluded from floor area ratio calculations”. The discussion of this particular amendment can be reviewed on the audio tape from the March 2014 meeting at approximately one hour and two minutes (1:02) into the meeting. This error was recently discovered, and staff is requesting the Boards approval to add this approved language to the Code at this time.

**Floor Area Ratio Table
20% for 1 acre Scale
Village Wide FAR Table**

LOT SIZE(SF)	LOT SIZE (ACRES)	Max FAR Ratio (%)	MAX FAR SF TOTAL
3,000	0.069	0.333333	1,000
4,000	0.092	0.297500	1,190
5,000	0.115	0.276000	1,380
6,000	0.138	0.261667	1,570
7,000	0.161	0.251429	1,760
8,000	0.184	0.243750	1,950
9,000	0.207	0.237778	2,140
10,000	0.230	0.233000	2,330
11,000	0.253	0.229091	2,520
12,000	0.275	0.225833	2,710
13,000	0.298	0.223077	2,900
14,000	0.321	0.220714	3,090
15,000	0.344	0.218667	3,280
16,000	0.367	0.216875	3,470
17,000	0.390	0.215294	3,660
18,000	0.413	0.213889	3,850
19,000	0.436	0.212632	4,040
20,000	0.459	0.211500	4,230
21,000	0.482	0.210476	4,420
22,000	0.505	0.209545	4,610
23,000	0.528	0.208696	4,800
24,000	0.551	0.207917	4,990
25,000	0.574	0.207200	5,180
26,000	0.597	0.206538	5,370
27,000	0.620	0.205926	5,560
28,000	0.643	0.205357	5,750
29,000	0.666	0.204828	5,940
30,000	0.689	0.204333	6,130
31,000	0.712	0.203871	6,320
32,000	0.735	0.203438	6,510
33,000	0.758	0.203030	6,700
34,000	0.781	0.202647	6,890
35,000	0.803	0.202286	7,080
36,000	0.826	0.201944	7,270
37,000	0.849	0.201622	7,460
38,000	0.872	0.201316	7,650
39,000	0.895	0.201026	7,840
40,000	0.918	0.200750	8,030
41,000	0.941	0.200488	8,220
42,000	0.964	0.200238	8,410
43,000	0.987	0.200000	8,600
44,000	1.010	0.199777	8,711
45,000	1.033	0.196044	8,822
46,000	1.056	0.194196	8,933
47,000	1.079	0.192426	9,044
48,000	1.102	0.190729	9,155
49,000	1.125	0.189102	9,266
50,000	1.148	0.187540	9,377
51,000	1.171	0.186039	9,488

52,000	1.194	0.184596	9,599
53,000	1.217	0.183208	9,710
54,000	1.240	0.181870	9,821
55,000	1.263	0.180582	9,932
56,000	1.286	0.179339	10,043
57,000	1.309	0.178140	10,154
58,000	1.331	0.176983	10,265
59,000	1.354	0.175864	10,376
60,000	1.377	0.174783	10,487
61,000	1.400	0.173738	10,598
62,000	1.423	0.172726	10,709
63,000	1.446	0.171746	10,820
64,000	1.469	0.170797	10,931
65,000	1.492	0.169877	11,042
66,000	1.515	0.168985	11,153
67,000	1.538	0.168119	11,264
68,000	1.561	0.167279	11,375
69,000	1.584	0.166464	11,486
70,000	1.607	0.165671	11,597
71,000	1.630	0.164901	11,708
72,000	1.653	0.164153	11,819
73,000	1.676	0.162740	11,880
74,000	1.699	0.161365	11,941
75,000	1.722	0.160027	12,002
76,000	1.745	0.158724	12,063
77,000	1.768	0.157455	12,124
78,000	1.791	0.156218	12,185
79,000	1.814	0.155013	12,246
80,000	1.837	0.153838	12,307
81,000	1.860	0.152691	12,368
82,000	1.882	0.151573	12,429
83,000	1.905	0.150482	12,490
84,000	1.928	0.149417	12,551
85,000	1.951	0.148376	12,612
86,000	1.974	0.147360	12,673
87,000	1.997	0.146368	12,734
88,000	2.020	0.145398	12,795
89,000	2.043	0.144449	12,856
90,000	2.066	0.143522	12,917
91,000	2.089	0.142615	12,978
92,000	2.112	0.141728	13,039
93,000	2.135	0.140860	13,100
94,000	2.158	0.140011	13,161
95,000	2.181	0.139179	13,222
96,000	2.204	0.138365	13,283
97,000	2.227	0.137567	13,344
98,000	2.250	0.136786	13,405
99,000	2.273	0.136020	13,466
100,000	2.296	0.135270	13,527
101,000	2.319	0.134535	13,588
102,000	2.342	0.133814	13,649
103,000	2.365	0.132913	13,690
104,000	2.388	0.132038	13,732
105,000	2.410	0.131190	13,775
106,000	2.433	0.130368	13,819
107,000	2.456	0.129570	13,864
108,000	2.479	0.128796	13,910

109,000	2.502	0.128046	13,957
110,000	2.525	0.127318	14,005
111,000	2.548	0.126613	14,054
112,000	2.571	0.125929	14,104
113,000	2.594	0.125265	14,155
114,000	2.617	0.124623	14,207
115,000	2.640	0.124009	14,261
116,000	2.663	0.123422	14,317
117,000	2.686	0.122846	14,373
118,000	2.709	0.122297	14,431
119,000	2.732	0.121639	14,475
120,000	2.755	0.120992	14,519
121,000	2.778	0.120355	14,563
122,000	2.801	0.119730	14,607
123,000	2.824	0.119114	14,651
124,000	2.847	0.118508	14,695
125,000	2.870	0.117912	14,739
126,000	2.893	0.117325	14,783
127,000	2.916	0.116748	14,827
128,000	2.938	0.116180	14,871
129,000	2.961	0.115620	14,915
130,000	2.984	0.115069	14,959
131,000	3.007	0.114504	15,000

No Floor Area in any residential zone shall exceed 15,000 square feet.
For lots larger than 3 acres barns and agricultural related buildings are excluded from floor area ratio calculations

9. NEW BUSINESS

E. DISCUSSION AND APPROVAL OF A LEASE EXTENSION BETWEEN THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE AND THE UNSER CHILDREN'S DISCOVER CENTER AND RACING MUSEUM INC. LOCATED AT 1776 MONTAÑO RD NW, LOS RANCHOS, NM 87107.

Village of Los Ranchos de Albuquerque

Board of Trustees

Meeting Date: September 14, 2016

Title: Discussion and Approval of the Lease Extension Between the Village of Los Ranchos and the Unser Children's Discovery Center and Racing Museum, Inc.

Action: Discussion and Approval of Lease Extension Between the Village of Los Ranchos de Albuquerque and the Unser Children's Discovery Center and Racing Museum, Inc. Located at 1776 Montano Rd NW, Los Ranchos, NM 87107.

Summary:

Per the Agent Authorization and Lease Agreement dated April 15, 2005, the Unser Discovery Campus, Inc. notified the Village of its intent to exercise their first right of refusal to purchase the property upon termination of the lease. The lease terminated on December 31, 2015.

The Lease Extension would provide for the on-going operation of the facility, there is no requirement for rent nor is their further accumulation of credits.

The Village and the Unser Discovery Campus have six months to determine sales price and the value of any credits allowed per the lease. An appraisal was completed to determine fair market value.

The Village in consultation with the Local Government Division of the Department of Finance and Administration determined that additional data is needed for DFA approval. We are conducting a retrospective appraisal of the lease value.

Unser Museum Lease Purchase Discussion

On April 15, 2005, the Village of Los Ranchos and the Unser Children's Discovery Center and Racing Museum, a New Mexico non-profit corporation, entered into a lease agreement for the construction and operation of the Unser Children's Discovery Center and Racing Museum. This agreement provided for a ten-year lease and option to purchase the property at fair market value at the termination of the agreement.

The Unser Children's Discovery Center and Racing Museum, now known as the Unser Discovery Campus Inc., informed the Village of Los Ranchos on October 30, 2015 that they would exercise its option of first right of refusal to purchase the property. Per the agreement the Village and the Unser Discovery Campus have six months to negotiate and execute the purchase. To this end, a fair market appraisal has been completed, a review of the annual reports and the corresponding annual expenditures has been conducted, and a determination of the purchase price and eligible credit has been made.

The lease agreement provides for an annual lease payment that includes an entertainment and educational services requirement of \$65,000 per year. Further the lease agreement allows for any entertainment and educational services provided above the required lease payment to be applied to the purchase price. These provisions are found in Article V. This section goes on to explain that in order to determine the value of the entertainment and educational services, the Village and the Unser Discovery Campus may take into consideration costs and expenditures for operational functions, management, renovations, maintenance, and added improvements, as defined in the lease agreement. The Unser Discovery Campus has provided such information annually through the required reporting on July 1 of each year.

The Village has sought to further inform the determination of value by consulting with the American Association of Museums and relevant literature related to community value of museum and cultural facilities. The developed and recognized method for value is a re-statement of input (expenditures). This comports to the structure of the lease agreement in Article V as it describes the components of value in the terms of costs related to operations, maintenance, renovations, and the like.

Based on this, the Village has determined that the Unser Discovery Campus has \$1,841,246 of available credits to apply toward the purchase price of \$1,700,000.

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement (“**Lease Extension**”) is entered into by and between the *Village of Los Ranchos de Albuquerque*, a municipal corporation (“**Village**”) and the *Unser Children’s Discovery Center and Racing Museum, Inc.*, a New Mexico nonprofit corporation, now known as the *Unser Discovery Campus, Inc.*, a New Mexico nonprofit corporation (“**Unser**”).

Background:

A. The Village and the Unser entered into an Agent Authorization and Lease Agreement dated April 15, 2005 (“**Lease**”), the term of which ended on December 31, 2015. The parties negotiated a First Amendment to the Lease on October 10, 2006, which was rescinded by the parties.

B. The parties entered into a Second Amendment to the Lease in April 2007, modifying certain provisions of the Lease.

C. Pursuant to the terms of the Second Amendment, Unser had an option to purchase the Premises for fair market value with credit for certain payments and services performed during the term of the Lease. Unser has exercised the option of purchase; however, the parties have not determined the final price or credits in order to complete the transfer to Unser.

D. Unser operates the Premises as a museum (“**Museum**”). The parties believe it is important to keep the Museum open and operating during the time the parties are determining the final purchase price and credits to be received by Unser and the transfer completed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, it is hereby agreed as follows:

1. **Lease Extension.** The Lease is extended so as to have a termination date of the earlier to occur of (i) approval of the transfer of the facility to Unser by the New Mexico Department of Finance and Administration or (ii) December 31, 2016.

2. **Continued Operation.** Unser agrees at its sole cost and expense to continue the operation of the Museum in the same manner that it has been operated during the 2015 calendar year. Unser will not owe any additional rent to the Village.

3. **No Credits.** Unser agrees it will not be entitled to receive credits toward the purchase price of the Premises for costs, expenses or improvements for the period after December 31, 2015.

4. **Determination of Purchase Price.** The parties shall proceed with due diligence to determine the final purchase price including the credits to be received by Unser, including if necessary, the hiring of experts or consultants for input on the value of the services provided by Unser during the term of the Lease. Upon a determination of the final purchase price and credits, those determinations, together with a request for conveyance by the Village to Unser, will be submitted to the New Mexico Department of Finance and Administration (“**DFA**”) for its approval. The cost of retaining experts or consultants for the purposes set out hereinabove shall be paid by

the party retaining such expert or consultant. Unser has obtained an appraisal of the Premises prepared by American Property Consultants & Appraisers with a report date of December 1, 2015. The parties agree to accept such appraisal as the fair market value of the Premises, unless an additional or different appraisal is required by DFA.

5. ***Final Closing.*** Within five (5) business days following the approval of the DFA determination and approval by the Board of Trustees of the Village, the Village will convey the premises to Unser in accordance with the provisions of the Lease.

6. ***Indemnification.***

a. **By Unser.** Notwithstanding anything to the contrary herein, Unser and its successors in interest shall indemnify and hold the Village and its successors in interest harmless from and against any and all claims, debts, demands, obligations, suits, losses, damages, assessments, fines, penalties, costs, or other expenses (including reasonable attorneys' fees) arising from or in any way related to any and all actions, causes of action, claims, counterclaims, debts, demands, indebtedness, liability, obligations, personal injury, property damage and rights of any kind whatsoever arising out of, concerning or related to Unser's operation of the Museum and/or the property upon which the Museum is situated.

b. **Definitions; Exception.**

(1) The term "property damage," as used in this paragraph, includes but is not limited to, damage to any real or personal property;

(2) The parties further agree that their indemnity obligations shall include, but are not limited to, liability for damages arising from personal injury or death of employees, regardless of whether the indemnifying party has paid the employee under the workmen's compensation laws of any state or other similar federal or state legislation for the protection of employees;

(3) To the extent, if at all, that NMSA 1978, §§ 56-7-1, 56-7-2 and 56-7-3, as amended, apply, the indemnifying party's agreement to indemnify shall not extend to liability, claims, damages, losses, or expenses, including reasonable attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnified party, his or her or its officers, employees or agents.

7. ***Transfer of Property.*** Transfer of the Premises by the Village shall be by quitclaim conveyance including conveyance of all real property interests and personal property interests.

8. ***Effect of Extension.*** To the extent this Extension Agreement is in conflict with the Lease, the terms of this Extension Agreement shall control. To the extent not in conflict with this Extension Agreement, the terms of the Lease shall remain in full force and effect.

9. ***Complete Agreement.*** This Extension Agreement and the Lease set forth the entire agreement between the parties hereto and shall be amended or modified only by written

agreement signed by the parties, and in the case of the Village, approved by the Board of Trustees of the Village for all matters for which Trustee approval is required by law.

Village of Los Ranchos de Albuquerque,
a municipal corporation

Unser Discovery Campus, Inc.,
a New Mexico non-profit corporation

By: _____
Its: _____

By: _____
Its: _____

Date:

Date: _____

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9. NEW BUSINESS

F. DISCUSSION AND APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ALBUQUERQUE AND THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE FOR EMPLOYEE GROUP BENEFITS (MEDICAL, DENTAL, LIFE AND OTHER GROUP VOLUNTARY BENEFITS) FY 2016/2017.

Village of Los Ranchos de Albuquerque

Board of Trustees

Meeting Date: September 14, 2016

Title: DISCUSSION AND APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ALBUQUERQUE AND THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE FOR EMPLOYEE GROUP BENEFITS (MEDICAL, DENTAL, LIFE AND OTHER GROUP VOLUNTARY BENEFITS) FY 2016/2017.

Action: Motion to approve the intergovernmental agreement between the City of Albuquerque and the Village of Los Ranchos de Albuquerque for Employee Group Benefits (Medical, Dental, Life and other Voluntary Benefits) FY 2016/2017.

Summary: The City maintains a group benefits program for eligible employees and their dependents, including medical, dental, vision, life, short-term and long-term disability insurance, and other group voluntary benefits. The Village is responsible for administering the benefits program, and the fee for participating in the City's program is \$800.00 per fiscal year.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and the Village of Los Ranchos, a government entity, 6718 Rio Grande NW, Albuquerque, New Mexico 87108 ("Entity").

RECITALS

WHEREAS, the City maintains a group benefits program for eligible employees and their dependents, including medical, dental, vision, life, short-term and long-term disability insurance, and other group voluntary benefits; and

WHEREAS, the services and benefits provided to City employees through the group benefits program are provided by contracted providers ("Providers"); and

WHEREAS, the Entity wishes to participate in the City's Provider agreements to offer eligible Entity employees and their dependents the same benefits available to City employees; and

WHEREAS, the City and Entity are willing to enter into a cooperative agreement to offer the City group benefits program to Entity employees.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **PARTICIPATION.** As provided herein, the Entity shall participate in the City group benefits program and shall be entitled to the same plan of benefits and the same monthly premium structure available to the City. In order to receive the benefits of participation, the Entity must offer to its employees only the medical, dental and vision plans contracted by the City. Competing or alternative plans are not allowed. The Entity may also elect to participate in other benefit plans the City offers its employees at the same rate but exclusivity is not required. These options include: life insurance, short term disability, long term disability, flexible spending accounts, legal insurance, home and auto insurance, long term care insurance, and deferred compensation.

A. **ELIGIBILITY, ENROLLMENT, AND OTHER PARTICIPATION CRITERIA.** The following are guidelines for enrollment provided by the City, which reflects eligibility, enrollment and participation criteria. These guidelines for enrollment apply to employees of all Entities electing to participate in the City group benefits program.

I. **ELIGIBILITY TO PARTICIPATE:**

- a. Regular employees (including those on probation) scheduled to work twenty (20) hours, or more per week;
- b. Elected officials;
- c. Unclassified employees scheduled to work thirty (30) hours or more each week (excluding temporary, students, and seasonal employees scheduled to work fewer than six (6) months in a twelve (12) month period);
- d. Children under age twenty-six (26) AND who meet at least one (1) of the following criteria:

- i. Natural child of the employee, spouse or domestic partner;
 - ii. Placed in the employee's home and in process for legal adoption or guardianship by the employee, spouse or domestic partner;
 - iii. Adopted by the employee, spouse or domestic partner;
 - iv. A court order exists that requires the employee, spouse or domestic partner to provide medical insurance coverage for the child;
 - v. A court document exists that shows the employee, spouse or domestic partner has full, permanent custody of the child; and
 - vi. Children over age twenty-six (26) may **continue** participating in the group insurance plans if they are physically or mentally handicapped and are not eligible for any other plan. This continuation is subject to normal enrollment guidelines and approval by the insurance carrier.
- e. Legal spouse of an employee; and
 - f. Domestic partner of an employee. A domestic partner is defined as a person of the same or opposite sex who lives with the employee in a long-term relationship of indefinite duration. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations. These benefits are also available to the domestic partner's children provided that the child meets the definition of eligibility stated above in Sections 1.A.I.d.

II. **ENROLLMENT.** A permanent/probationary employee may enroll without regard to pre-existing medical conditions within thirty-one (31) days of the date on which permanent employment begins, during scheduled annual open enrollment periods, under the loss of coverage provision or under the Health Insurance Portability and Accountability Act (HIPAA) provision. In addition, newly eligible dependents may be enrolled within thirty-one (31) days of the qualifying event or open enrollment. Children placed in an employee's home pending legal adoption may be added within thirty-one (31) days from date of placement; or, a dependent for which the employee is assigned permanent legal guardianship may be added within thirty-one (31) days from the date of the signed order. Newborns must be enrolled within thirty-one (31) days from the date of birth or any medical expenses related to that birth will be the responsibility of the employee. Dependent children between the age of two (2) and three (3) can be added to the employees' dental plan at any time, provided the employee is enrolled in dental at the time the enrollment form is submitted. An employee may enroll within thirty-one (31) days of the date the employee marries or acquires a child through birth or adoption.

III. **CHANGING BENEFIT ELECTIONS AND QUALIFYING EVENTS.** The Internal Revenue Service makes many of the rules for enrollment and eligibility because it allows the salary to be reduced by the premiums before taxes are calculated (Internal Revenue Code Section 125). Important rules to know are:

a. Once an election has been made during the initial enrollment period of thirty-one (31) days from the hire date then the election is locked until the next open enrollment; and

b. Exceptions to this are qualifying events due to a life status change ("Life Status Change"). Documentation must be provided for the Life Status Change and forms must be completed within thirty-one (31) days of the qualifying event. Life Status Changes and acceptable documents are:

- i. Marriage - Marriage certificate;
- ii. Domestic Partnership meeting eligibility

requirements – Affidavit:

(a) The Affidavit of Domestic Partnership is a legal document in which both the employee and the domestic partner swear that they meet the following criteria:

- (1) Both are unmarried and have been so during the past twelve (12) months;
- (2) Reside in the same residence for at least twelve (12) months and intend to do so indefinitely;
- (3) Meet the age requirements for marriage in the State of New Mexico;
- (4) Are not related by blood to the degree prohibited in a legal marriage in the State of New Mexico; and
- (5) Are financially responsible for each other's welfare and share financial obligations.

(b) In addition to the notarized Affidavit, three (3) of the following documents are also required:

- (1) Joint lease/mortgage or ownership of property;
- (2) Jointly owned motor vehicle, bank or credit account (only one qualifies);
- (3) Domestic partner named as beneficiary of the employee's life insurance;
- (4) Domestic partner named as beneficiary of the employee's retirement benefits;
- (5) Domestic partner named as primary beneficiary in the employee's will;
- (6) Domestic partner assigned as power of attorney or legal designee by the employee;
- (7) Both names on a utility bill; or

(8) Both names on an investment account.

(c) The employee's domestic partner is not required to visit the Insurance and Benefits Office in order to receive benefits. The employee may bring the signed and notarized Affidavit of Domestic Partnership with the other required documents; and

(d) The Federal Government does not recognize domestic partners as qualified dependents and therefore the premium paid for their coverage cannot be pre-tax. In addition, the employee must pay tax on the portion of the premium paid by the Entity for the domestic partner and his/her covered children. Employees wanting to change benefit elections involving a domestic partner must adhere to the same rules regarding qualifying events:

- iii. Divorce – A court issued divorce decree;
- iv. Birth – A hospital certificate or state issued birth certificate;
- v. Adoption - A court issued adoption certificate of adoption;
- vi. Legal Guardianship - A court issued decree of legal guardianship;
- vii. Death – A death certificate;
- viii. Change in employment status affecting benefits eligibility (for the employee or the employee's spouse or domestic partner) - Letter/form from employer that is notification of the job change, coverage ending or new eligibility;
- ix. Involuntary loss of coverage – Official notification of loss;
- x. Dependent change of residence that affects benefits eligibility - notification of change; and
- xi. Gaining or losing eligibility for Medicare or Medicaid by the employee or a dependent {sixty (60) day window to request the change of coverage}.

c. Dependent child losing eligibility - Official notification of loss or calculation of reaching age twenty-six (26); and

d. Missing the initial enrollment period, thirty-one (31)-day qualifying event period or the annual open enrollment period, may result in delayed enrollment, a delay in notification of loss of coverage and paying for coverage no longer provided.

2. **OPEN ENROLLMENT.** Open Enrollment is a three (3) week (or longer) period established annually (usually in May) that allows all benefits eligible employees to make changes to their benefit elections without having experienced a Life Status Change. It is the only opportunity to change plans. Annual premium changes also occur at this time and will

automatically be updated on the second (2nd) paycheck in July without members having to make a new election.

3. **WHEN COVERAGE BEGINS.**

A. For newly eligible employees, coverage begins on the first (1st) day of the pay period after submission of enrollment forms to the Entity Insurance and Benefits Office, unless formalized eligibility or enrollment guidelines differ. When enrolling during an open enrollment period, coverage begins on the first (1st) day of the City fiscal year.

B. Newborns are covered on the date of birth only if the employee submits enrollment paperwork and necessary documentation to the Entity's Insurance and Benefits Office within the thirty-one (31) day eligibility period. Coverage will begin from the date of birth and the premium will be charged from the beginning of the pay period following the pay period in which the birth took place.

C. Coverage for other eligible dependents begins on the first (1st) day of the pay period following submission of enrollment paperwork to the Entity Insurance and Benefits Office only if enrollment occurs within the thirty-one (31) day eligibility period.

4. **TERMINATION OF COVERAGE.** Benefits terminate at the end of the pay period in which the Life Status Change occurs. Exceptions to this are:

A. Retirement - End of month prior to PERA retirement date;

B. Dependent reaching age limit - End of dependent's twenty-sixth (26th) birth month; and

C. Ex-Spouses - End the day after a court issued divorce decree is granted.

5. **ELIGIBILITY CHANGES.** The employee is responsible for reporting and submitting to the Entity Insurance and Benefits Office any dependent eligibility changes. Employees will be responsible for any costs incurred by dependents after a Life Status Change has rendered either the employee or the dependent ineligible to receive benefits.

A. **HOME ADDRESS CHANGES.** The employee is responsible for submitting home address change information on the appropriate form to the Entity Insurance and Benefits Office.

6. **VERIFICATION PROCEDURES.** All dependent information recorded by the insured on the enrollment form is subject to verification by the Entity.

A. Employees are required to provide a copy of a marriage certificate when enrolling a spouse and a birth certificate or other acceptable proof of legal child dependent status when enrolling dependent children.

B. Employees are required to provide an affidavit and other related documents in order to prove eligibility when enrolling a domestic partner and/or domestic partner's child(ren).

C. During the course of each City fiscal year, the City may conduct an audit to verify dependent eligibility.

D. The Entity will be required to terminate any dependent from all insurance coverage, if the employee fails to submit requested evidence of eligibility or dependent status.

Employees who have falsified enrollment documents to fraudulently obtain Entity insurance coverage may be subject to disqualification from participation in the City's group benefit program. Such employees may be subject to legal or disciplinary action as may be determined by the Entity and/or the City.

7. **COBRA CONTINUATION.** The Comprehensive Omnibus Budget Reconciliation Act (COBRA) of 1985 provides for continuation of health care coverage for a covered employee and covered dependents due to a qualifying event that causes loss of coverage.

A. A qualifying event is defined as termination of employment (other than for gross misconduct) or reduction in hours of employment; covered employee's death; a divorce or legal separation of a spouse from a covered employee; a covered employee's entitlement to Medicare; or if a child no longer satisfies the plan's definition of a dependent child ("Qualifying Event").

B. COBRA continuation coverage may be available for eighteen (18) months in the event of termination or thirty-six (36) months in the event of death, divorce/legal separation, entitlement to Medicare, or loss in dependent status. All continuation of health benefits under COBRA legislation are subject to premium payments of one hundred percent (100%) plus a two percent (2%) administrative fee. Coverage will terminate earlier than permitted by legislation if the participant becomes ineligible due to other coverage or if the participant fails to make premium payments.

C. The covered employee or dependent is required to notify the Entity's Insurance and Benefits Office of a divorce, legal separation, and/or child losing dependent status within sixty (60) days after the date of the event or notice of the event, whichever is later.

D. Responsibilities of each party are as follows:

I. **The Entity.**

a. The Entity shall be subject to all the terms and conditions of City Provider agreements for those benefits in which the Entity participates. The City upon request will provide the Provider agreements to the Entity. Entity agrees that all terms and conditions contained herein shall be directly enforceable by Provider against Entity;

b. The Entity shall review its group voluntary benefit programs and determine the merits of participation in the City-sponsored benefit programs, such as voluntary life, disability, deferred compensation programs and all other applicable benefit programs. Participation with Voluntary Benefit programs are subject to negotiations between Entity and the respective Provider;

c. The Entity shall administer eligibility, enrollment and participation criteria in the same manner as the City, as required by City Provider agreements, as set forth in Section 1.A. above. Service contracted individuals shall not be eligible to participate in benefits under this Agreement;

d. The Entity is responsible for verification of the eligibility status of its employees as outlined in Section 1.A. above, in a satisfactory manner as determined by the City;

e. The Entity shall make monthly premium payments directly to each Provider by the first of the month for that month's coverage. Failure to do so may result in the cancellation of this Agreement;

f. If the Entity is not paying the monthly premium as invoiced by the Provider then the Entity is responsible for sending to each Provider a roster of participating employees that includes premium details that total to the payment made to the Provider;

g. The Entity shall promote and highly encourage completion of the Personal Health Assessment throughout its entire benefits eligible member population;

h. The Entity shall collaborate to the extent possible on wellness projects that are initiated for all Entities by the Health and Wellness Coordinator in the City's Insurance and Benefits Office;

i. The Entity shall develop and maintain a premium payment and reconciliation system as required by City Provider agreements; and

j. The Entity shall administer and be responsible for working with Providers to insure the functions of enrollment and the transmission of eligibility information.

i. **Payment of Premiums (Employer).**

(a) The Entity will pay monthly premiums for all participating employees. The Entity will initiate payment of the aggregate premium to become due on or before the first (1st) day of the month of coverage based on enrollment lists generated by the Entity on the fifteenth (15th) calendar day of the month prior to the month for which payment will become due. The lists will be financially adjusted to reflect enrollments and terminations which have occurred during the thirty (30) day period immediately preceding issuance of the lists. The lists will also be adjusted to reflect adjustments resulting from employer/Provider reconciliation actions.

(b) The fifteen (15) day rule will apply to new enrollments and terminations which occur during the plan year. The fifteen (15) day rule affects payment fees as follows:

(1) Enrollment - The Entity will pay a full monthly premium for covered members who enroll on or before the fifteenth (15th) calendar day of the month of enrollment but will not pay a monthly premium for members who enroll on or after the sixteenth (16th) calendar day of the month of enrollment; and

(2) Termination - The Entity will not pay a monthly premium for covered members who terminate coverage on or before the fifteenth (15th) calendar day of the month of termination but will pay a monthly premium for members who terminate coverage on or after the sixteenth (16th) calendar day of the month of termination.

(c) If an employee fails to notify the Entity Insurance and Benefits Office of termination of employment or other loss of eligibility and the Entity has continued to issue a premium on behalf of the employee, the Entity will be entitled to a premium refund from the Provider for the overpayment, not to exceed a sixty (60) day refund from the date of preparation and submittal of a termination form to the Provider. If through

administrative error, the Entity continues to pay a premium for a terminated employee after submittal of termination forms to the Provider, the Entity will be entitled to a refund, from the Provider, of all payments made after submittal of termination forms. The Entity will make such adjustments on the monthly payment report.

(d) On each monthly payment, the Entity will include adjustments for prior month new enrollments and terminations, applying the fifteen (15) day rule. The Entity, by identifying a covered member on the payment document as terminated or by failing to list a covered member on the payment document, authorizes the Provider to immediately discontinue (terminate) services to the member pending resolution of the non-payment problem.

ii. **Payment of Premiums (Employee); and**

(a) Premium payments for active employees are deducted each pay period from employee payroll checks. Except as provided herein, Federal, State and FICA taxes are deducted after the health, dental and vision payments have been deducted, reducing taxable income. These premiums or medical expenses cannot be used at year-end for tax purposes;

(b) Entity employees on approved inactive status, for which payroll deductions for insurance are not made, are responsible for making premium payments directly to the Entity Insurance and Benefits Office. Such inactive status includes Worker's Compensation/disability or any Leave Without Pay status, and Family Medical Leave. Failure to make premium payments will result in cancellation of insurance; and

(c) Individuals participating under COBRA legislation will make monthly payments of one hundred two percent (102%) directly to the COBRA administrator.

iii. **Reconciliation of Payment Discrepancies.**

(a) All monthly payments shall be subject to reconciliation by the Provider. The Provider shall compare information on the payment roster with Provider information to identify discrepancies in covered members, payment fees, contract types or other discrepancies. Upon identifying discrepancies, the Provider will first research its own files to account for enrollments, terminations, changes in contract types (e.g., single, couple, single parent or family) which recently have been received by the Provider. If a roster is not provided by the Entity with the payment then the Provider will rely on its own records of enrollment and reconciliation will become the responsibility of the Entity.

(b) After completing an internal accounting of discrepancies, the Provider will transmit to the Entity a list of covered members for whom names or status do not match. The list transmitted to the Entity for a specific month shall be the basis for all further reconciliation of discrepancies and financial adjustments for the month reconciled. No subsequently discovered discrepancies shall be applied retroactively. After submittal to the Entity of a specific month's discrepancy list, additional names may not be added for adjustment purposes; however, names or amounts transmitted shall remain subject to this reconciliation process until a mutually satisfactory resolution of all identified discrepancies has been reached.

(c) Adjustments for any amounts payable or refundable to either party will be made only for a sixty (60) day period from the first (1st) day of

the month reconciled.

(d) The Entity will research discrepancies, make a determination as to the financial amounts identified by the Provider, make the appropriate adjustment on the subsequent monthly payment and provide the Provider with an explanation and supporting documentation for any disputed amounts.

k. Default in Payments. In the event the Entity fails to make premium payments to a Provider within the grace period required in the Provider agreements, the Provider may suspend its performance and the Entity employees shall not be eligible for coverage until such time payment by the Entity is made in full as specified in the Provider agreements;

l. The Entity shall be responsible for sending proper notification in a timely manner of new and terminating employees to the COBRA administration Provider;

m. The Entity shall attend at least two (2) meetings scheduled by the City for all Entities and Providers;

n. The Entity will be responsible for all fees and/or taxes related to the Affordable Care Act; and

o. The Entity shall be responsible for all costs associated with the administration of this Agreement, including payment of premiums and other miscellaneous administration costs, including but not limited to printing and mailing, incurred for Entity employees.

II. The City.

a. The City may conduct periodic audits of Entity eligibility, enrollment, verification, payment, reconciliation and other criteria designed to assure that the benefits program is being administered in accordance with the provisions of this Agreement and Provider agreements. The City will provide a written report of audit findings to the Entity;

b. The City shall assist the Entity (upon request) with benefits staff training, interpretation of Provider agreements and advocating on behalf of employees in administering the benefits program;

c. The City shall assist the Entity in conducting open enrollment meetings and in otherwise providing technical benefit interpretations and explanations; and

d. The City shall negotiate an employee benefits program for eligible employees, including medical, dental, vision, life insurance, and other group voluntary benefits. The City retains the right to modify the plan of benefits or premium structure during annual contract negotiations to obtain benefits for employees.

8. **Term of Agreement.** This Agreement shall commence July 1, 2015, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by June 30, 2016.

9. **Compensation and Method of Payment.**

A. **Compensation.** The Entity agrees to pay the City Human Resources Department an annual fee in the amount of (\$800.00), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Entity's participation.

Annual Participation Fee		\$500.00
Per Benefits Eligible	10 Employees x \$30.00	\$300.00
Employee Per Year Fee		
		\$800.00

This annual fee is determined by the City and may be changed. The fee is for costs associated with City work performed in providing the group benefits program participation and is not for costs incurred by the Entity in administration of the benefits program. During the first year, the fee may be prorated depending on when the participation begins.

B. **Method of Payment.** Such amount shall be payable in full by the end of the last City fiscal quarter following the effective date of this Agreement and shall include any applicable gross receipts taxes. Such amount shall be paid to the City upon receipt by the Entity of a requisition for payment.

10. **Independent Contractor.** Neither the Entity nor its employees are considered to be employees of the City for any purpose whatsoever. The Entity is considered as an independent contractor at all times. The Entity further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978, as amended.

12. **Discrimination Prohibited.** The Entity shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability.

13. **ADA Compliance.** The Entity agrees to meet all the requirements of the ADA. The Entity agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Entity or its agents in violation of the ADA.

14. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City or required by law, the Entity will not release any information concerning the work product including any reports or other documents prepared pursuant to this

Agreement.

15. **Establishment and Maintenance of Records.** Records shall be maintained by the Entity in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

16. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Entity's records with respect to all matters covered by this Agreement. The Entity shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Entity understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and the Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

17. **Ownership, Publication, Reproduction and Use of Material.** The City is the owner of and shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country.

18. **Compliance With Laws.** In performing the Services required hereunder, the Entity shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments.

19. **Changes.** Any changes to this Agreement shall be mutually agreed upon by and between the City and the Entity, and shall be incorporated in written amendments to this Agreement.

20. **Assignability.** The Entity 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 City thereto.

21. **Termination for Cause.** If, through any cause, the Entity shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Entity shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Entity of such termination and specifying the effective date thereof at least ninety (90) days before the effective date of such termination. Such termination will not entitle the Entity to a refund of any portion of the participation fee paid to the City under this Agreement. Notwithstanding the above, the Entity shall not be relieved of liability to the City for damages sustained by the City by virtue of any

breach of this Agreement by the Entity.

22. **Termination for Convenience.** Either the City or the Entity may terminate this Agreement at any time by giving at least ninety (90) days notice in writing to the other party. Such termination will not entitle the Entity to a refund of any portion of the participation fee paid to the City under this Agreement.

23. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

24. **Enforcement.** The Entity agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

25. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

26. **Applicable Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

27. **Binding Agreement.** This Agreement shall not become binding upon the City unless approved by the highest approval authority of the City required under is agreement.

IN WITNESS WHEREOF, the City and the Entity have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE:

ENTITY: Village of Los Ranchos

Signature: _____
Printed Name: _____
Date: _____

Signature: _____
Printed Name: _____
Date: _____

Signature: _____
Printed Name: _____
Date: _____