

Monday, May 20, 2019 -
10:30am to 12:10pm
Room: 403 A

Canadian Update

Moderator: Craig Lesner, Senior Manager, RCC, GFOA
Speaker: Paul Olafson, Corporate Controller, City of Winnipeg's Corporate Finance Department
Speaker: Christopher Paine, CPA, CGA, Director of Finance, City of Colwood, BC

GFOA's Canadian Update will focus on best practices and feature case study examples from two recent recipients of GFOA's Award for Excellence. This session will also include a facilitated discussion around the state of "best practice" implementation in Canadian governments.

Monday, May 20, 2019 -
10:30am to 12:10pm
Room: 411

Increasing Employee Awareness and Participation in Defined Contribution Retirement Plans

Moderator: Vivian Shields, Chief Financial Officer, Virginia529
Speaker: John Doyle, Senior Retirement Strategist, Capital Group, Home of the American Funds
Speaker: Robert Schultze, President, CEO, ICMA-RC
Speaker: Stacy Scapino, Partner and Global Wealth Strategy Leader, Mercer

The panel will discuss participation levels in state and local government pension plans, a review of the funded status of state defined benefit plans and, as a result, the importance of raising awareness and participation in the defined contribution plans. The panel will focus on how to increase government employee awareness and participation in DC retirement savings plans (e.g., 457 plans). The panel will also discuss the rise of state-facilitated retirement savings programs.

Monday, May 20, 2019 -
10:30am to 12:10pm
Room: 152

New Strategies for Funding Capital Projects

Moderator: Laura Allen, Town Administrator, Town of Berlin, MD
Speaker: Sonia A. Nayak, Counsel, Nixon Peabody LLP
Speaker: Julie Kim, Senior Fellow, Stanford Global Projects Center
Speaker: Lisa Marie Harris, Director of Finance/Treasurer, San Diego County Water Authority

As populations evolve and grow, public finance officials must be prepared to plan for capital project developments that grow with their community and addresses the constantly changing needs of their fellow citizens. The current budgetary environment for state and local government's demands evaluating every available funding option to support growth and a high standard of living. With many localities operating through the year on slim margins, public finance officers must search for smart and innovative ways to fund their capital projects and ensure the future of their communities.

Monday, May 20, 2019 -
10:30am to 12:10pm
Room: 408 A

The Investment Landscape: Bumpy or Smooth Road Ahead?

Moderator: Michael Solomon, Treasurer, City of St. Paul, MN
Speaker: Kenton McCarthy, CEO, Vulcan Consultants, LLC
Speaker: Vishal Thacker, Chief Investment Officer, Alameda County
Speaker: Michelle Durgy, Senior Portfolio Manager, KCM Investment Advisors

With the Great Recession lingering in the minds of finance professionals, as well as having a more dynamic market than in previous years, governments need to be aware of what these changes in the market landscape mean for state and local governments. It is also critical that finance officers are able to discuss these trends with members of their governing bodies and the public in an accessible way. This session will provide attendees with an overview of how to review their existing investment policies and what types of investment strategies may be needed in the near future related to investment portfolios, and how to best communicate the investing landscape to those outside the finance office.

Monday, May 20, 2019 -
10:30am to 12:10pm
Room: 403 B

What to Expect from SEC Rule 15c2-12 Amendments

Moderator: Giedre Bail, Debt Manager, Metropolitan Washington Airport Authority
Speaker: Paul S. Maco, Partner, Bracewell LLP
Speaker: Ahmed Abonamah, Senior Counsel to the Director, Securities and Exchange Commission

Speaker: David Erdman, Capital Finance Director, State of Wisconsin
Speaker: Peg Henry, Deputy General Counsel, Stifel Financial Corp.

The Securities and Exchange Commission (SEC) recently approved amendments to Rule 15c2-12 that will affect the entire municipal bond market. While the SEC Rules do not directly require issuers of municipal securities to adhere to disclosure requirements, issuers have a responsibility to abide by their continuing disclosure agreements (CDA). Language related to disclosing bank loans and capital leases is required in CDAs beginning in February 2019. This session will discuss how the issuer community has responded to the amendments and what finance officers can expect moving forward.

1 2 3 4 next › last »

© 2018 Government Finance Officers Association of the United States and Canada

203 N. LaSalle Street - Suite 2700 | Chicago, IL 60601-1210 | Phone: (312) 977-9700 - Fax: (312) 977-4806

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2020-414 Municipal Officer Election**

DATE: October 8, 2019

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The NM Legislature passed House Bill 407 in 2019 which changed the NM State Statutes for election codes for municipalities. In January 2019 the Village Council adopted **Resolution 2019-380** which was submitted to the NM Secretary of State's office for the Village of Taos Ski Valley to be on record as continuing to conduct Municipal Elections in March of even-numbered years.

As part of the new election code, it is required that the Council adopt a resolution between October 5, 2019 and November 4, 2019 of all local government positions that are to be filled at the next regular local election. This resolution will be presented to the Taos County Clerk and the NM Secretary of State. The NM Secretary of State shall issue an election proclamation on December 4, 2019 which shall be published in conformance with the requirements of the federal Voting Rights Act of 1965 and shall be posted on the Village's web site.

Absentee Ballots shall be issued beginning on January 28, 2020 and will be accepted until 7:00 p.m. on March 3, 2020. Early voting shall take place between February 4, 2020 and February 29, 2020 at the Office of the Village Clerk during regular hours and days of business, and from 10:00 a.m. to 6:00 p.m. on the Saturday immediately prior to the election.

RECOMMENDATION: Staff recommends a motion to approve **Resolution No. 2020-414** concerning the Municipal Officer Election to be conducted in 2020.

ELECTION RESOLUTION
VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2020-414

Be it resolved by the governing body of the Village of Taos Ski Valley that:

- A. At the Municipal Officer Election to be held on March 3, 2020, persons shall be elected to fill the following elective offices:
 - 1. ONE Councilor for a four-year term
 - 2. ONE Councilor for a four-year term
- B. Declarations of Candidacy shall be filed on January 7, 2020 between 9:00 a.m. and 5:00 p.m. in the Office of the Village Clerk, 7 Firehouse Road, Taos Ski Valley, NM 87525
- C. Declarations of Intent to be a Write-in Candidate shall be filed on January 14, 2020 between 9:00 a.m. and 5:00 p.m. in the Office of the Village Clerk, 7 Firehouse Road, Taos Ski Valley, NM 87525
- D. The following locations are designated as polling places for the conduct of the Municipal Officer Election:
 - 1. Voters in Village of Taos Ski Valley Precinct 33 will vote at the Inn at Taos Valley, 1314A State Road 150, Taos Ski Valley, NM 87525 on March 3, 2020 between 7:00 a.m. and 7:00 p.m.
 - 2. Early and Absentee Voters will vote in the office of the Village Clerk at 7 Firehouse Road, Taos Ski Valley, NM 87525 during regular hours and days of business and from 10:00 a.m. to 6:00 p.m. on the Saturday immediately prior to the election.

PASSED, APPROVED AND ADOPTED THIS 8th DAY OF OCTOBER, 2019.

Christof Brownell, Mayor

(SEAL)

ATTEST:

Ann Marie Wooldridge, Village Clerk

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: **Discussion and Direction to Apply to the Village of Taos Ski Valley Lodgers Tax Board for Additional Eligible Project Funding in FY 2020**

DATE: October 8, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley has approved a budget for Lodgers Tax expenditures for FY 2020. **Attached**

However, unsteady revenue outlook this year and the call for eligible projects has created the need to ask for Lodgers Tax funding these projects. Staff asks for direction to request the Lodgers Tax Board to consider eligibility and recommendations to fund the following projects:

- a. The contract with Enchanted Circle Trails Association, at \$4,500
- b. The contract with NCRTD for the cost of two additional routes, at \$30,000
- c. The TIDD/VTSV/TSVI MDA for the Village to maintain tourist-related facilities during the winter, at \$100,000
- d. The availability for EMS services to cover an increase of demand during the winter, at \$20,000

STAFF RECOMMENDATION: Staff recommends that Council give direction to apply for consideration of funding the projects of the Lodgers Tax Board. Some of the contracts are in effect currently, and funding requested to expand or continue the projects. Additionally, the Village Administrator has asked the Lodgers Tax Board directly for funding Fire Department Personnel during the season to cover increased tourism. **Attached**

Lodger's Tax Budget
2019/2020

Revenues	<u>Collection</u>
Projected Collections	\$400,000.00
Beginning Balance	<u>\$525,000.00</u>
Total Revenues	\$925,000.00

Expenditures	
VTSV - CC	\$296,000.00
VTSV - CC: Special Projects	\$54,000.00
Community Proposals:	\$203,014.00
Bull of The Woods Trail Race	\$1,500.00
Field Ins.	\$3,000.00
German School	\$3,000.00
Jillana Ballet	\$8,000.00
Northside @ TSV	\$2,500.00
Taos School of Music	\$3,000.00
Taos Opera	\$3,500.00
Taos Sports Association	\$2,500.00
TSV Inc.	\$14,000.00
Winter Wine Festival	\$9,000.00
Taos Mtn. Hermitage	\$2,500.00
TSV Employee Shuttle	\$20,000.00
Town of Taos, RTD - Winter	\$40,514.00
Town of Taos, RTD - Summer	\$40,000.00
Taos Air - Summer	\$35,000.00
Parks & Rec Requests	\$15,000.00

Administrative Fee	\$40,000.00
Legal Services	\$1,000.00
Audit	<u>\$2,150.00</u>
Total Expenditures	\$596,164.00

Total Revenue	\$925,000.00
Total Expenditure	<u>-\$596,164.00</u>
Ending Balance	\$328,836.00

6/12/2020

Taos Ski Valley 341 & Night Rider Service						
EXPENSES	FY19	FY20	FY20 Enhanced 1	FY20 Enhanced 2	FY20 Enhanced 3	
Daily Bus service includes 22 round trips (see below)	\$ 108,497.00	\$ 110,466.00	\$ 110,466.00	\$ 110,466.00	\$ 110,466.00	\$ 110,446.00
Night Rider (6 round trips Friday & Saturday service)	\$ 10,387.00	\$ 10,906.00	\$ 10,906.00	\$ 10,906.00	\$ 10,906.00	\$ 10,906.00
Increased service level (adding a 6:15 AM/and 2PM route)			\$ 29,722.00	\$ 29,722.00	\$ 29,722.00	\$ 29,722.00
Night Rider (adding Thursday service)			\$ 4,355.00	\$ -	\$ -	\$ -
Total Cost	\$ 118,884.00	\$ 121,372.00	\$ 155,449.00	\$ 151,094.00	\$ 151,094.00	\$ 151,074.00
INCOME						
VTSV Contribution	\$ 65,965.00	\$ 44,587.00	\$ 65,664.00	\$ 61,309.00	\$ 61,309.00	\$ 51,289.00
Town of Taos Contribution	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
FY18 Credit	\$ (10,387.00)	\$ -	\$ -	\$ -	\$ -	\$ -
FY 19 Summer Residual			\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
RTGRT, 5311 Contribution (NCRITD)	\$ 43,306.00	\$ 46,785.00	\$ 46,785.00	\$ 46,785.00	\$ 46,785.00	\$ 46,785.00
Total Contributions	\$ 118,884.00	\$ 111,372.00	\$ 145,449.00	\$ 141,094.00	\$ 141,094.00	\$ 131,074.00
Funds Still To Be Raised	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
Taos County Contribution to be solicited	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00

Enhanced 1: Increased service with a 6:15AM North/7:23AM South route and a 2:15PM North/3PM South route + 1 additional Night Rider Thursday service.
 Enhanced 2: Increased service with a 6:15AM North/7:23AM South route and a 2:15PM North/3PM South route
 Enhanced 3: Increased service AM/PM with additional partner, Taos County contribution.

Operational Expenses based upon the following:

Daily bus service: Non enhanced	Enhanced daily bus service:	Night Rider:	Night Rider Enhanced:
93 days of service	93 days of service	27 days of service	13 days of service
1,273 hours of service	1,634 hours of service	100 hours of service	48 hours of service
29,460 miles of service	37,996 miles of service	2,401 miles of service	1157 miles of service
3 buses	3 buses	1 bus	1 bus
4 part time employees	4.5 part time employees	1 part-time employee	1 part time employee

("Short-term Bonds") on an annual or more frequent basis. Both the TIDD Draw-down Bond and Short-term Bonds will be payable from accumulated, non-recurring Gross Receipts Tax Increment Revenue. As described in the Updated TIDD Plan of Finance, the TIDD may issue longer term tax-exempt Bonds ("Long-term Bonds") at such times and in such aggregate principal amounts as can be supported by recurring Tax Increment Revenue; provided that the debt service coverage requirements and covenants concerning the issuance of additional bonds in the Master Indenture (as defined in Section 1 below) are satisfied.

Q. The Parties anticipate that TSVI will dedicate certain Eligible Infrastructure components which it will identify as being subject to further improvement following acceptance by the Village. The Parties intend that TSVI will be eligible for reimbursement of the costs associated with constructing (i) the Eligible Infrastructure components at the time of acceptance by the Village, and (ii) such further improvements ("Post-Dedication Improvements", which shall not be commenced without prior written authorization by the Village) at the time the Post-Dedication Improvements are accepted by the Village, and that title to Post-Dedication Improvements shall vest with the Village upon, and not earlier than, acceptance thereof.

R. The Project Infrastructure will enable the development of, among other uses, hotel, condominium and vacation rental units subject to the Lodgers' Tax imposed by the Village pursuant to Section 3-38-15 NMSA 1978 at the rate of 5% of the gross taxable rent generated within the Village, of which sixty percent (60%) of the proceeds (the "Eligible Lodgers' Tax") of may be used, as provided in Section 3-38-21 NMSA 1978 by the Village for, among other purposes, "establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities, attractions or transportation systems of the municipality... ." A portion of the cost of operating Project Infrastructure components which are dedicated to the Village may be paid by the Village utilizing the Eligible Lodgers' Tax, subject to any necessary approval of the Lodgers' Tax Board..

S. The construction of the Public Infrastructure Project by TSVI will serve private development in the future and, consequently, the road, water, sewer, storm water, drainage and other public infrastructure and Offsite Utility Improvements which would otherwise be required by such private development will have already been provided. On that basis, the Village and TSVI intend that that one-time tap fees, hook-up fees, development permitting fees and franchise fees, or portions thereof that would otherwise be imposed to defray the cost of public improvements and dry utility improvements which are provided by TSVI in constructing the Public Infrastructure Project will be adjusted for TSVI, but that fees relating to public safety, emergency services, government facilities and other services and facilities which are not addressed by the Project Infrastructure shall not be adjusted, all as provided in this Agreement.

TAOS COUNTY
ANNA MARTINEZ, CLERK
000420644
Book 946 Page 305
5 of 70
05/31/2017 09:53:22 AM
BY PBLANKS



7 Firehouse Road
Post Office Box 100
Taos Ski Valley
New Mexico 87525

(575) 776-8220
(575) 776-1145 Fax

E-mail: vtsv@vtsv.org
Web Site: vtsv.org

MAYOR:
Christof Brownell

COUNCIL:
Jeff Kern
Roger C. Pattison
J. Christopher Stagg
Thomas P. Wittman

**VILLAGE
ADMINISTRATOR:**
John Avila

CLERK:
Ann M. Wooldridge

September 11, 2019

Taos Ski Valley Lodgers Tax Board
Christopher Stagg, Chair
7 Firehouse Road
PO Box 100
Taos Ski Valley, NM 87525

Dear Chairman Stagg,

The Village Administration would like to request of the Village Lodgers Tax Board funding for Public Safety Coverage. We have increasing need of Public Safety coverage, especially during the height of tourist/ski season. Until recently the Village has been able to depend on volunteer help to cover the increased risk of fire and injury during the influx of our valued visitors. However, with the changing demographic of residents able to serve for both Fire and Emergency Medical Services it is becoming evident that there is a need to have paid staff on duty during the main tourist season, November through April.

The Village budget has not been able to keep pace with funding of the many growth projects and uncertain Gross Receipt Tax revenues. Lodgers Tax is available for public safety expenses during the tourist season and can be directed to pay for our coverage needs for Fire and EMS during those months.

To that end, I am obliged to request at least \$75,000 from Lodgers Tax proceeds to pay salary and other required benefits for EMS and Fire Fighter coverage during the time from November 4, 2019 to May 2, 2020. Thank you for your consideration.

Sincerely,

John Avila
Village of Taos Ski Valley, Administrator

cc.
Mayor and Council

**Village of Taos Ski Valley
Village Council
Agenda Item**

AGENDA ITEM TITLE: Consideration to Approve Payment to Taos Ski Valley, Inc. for the Ski Season 2018-2019 Sutton Place Snow Removal

DATE: October 8, 2019

PRESENTED BY: Anthony Martinez, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: Based on the email conversation of former Village Administrator Mark Fratrick with Mr. John Kelly, Director of Operations Taos Ski Valley, Inc. (TSVI), Mr. Kelly asked about the status of snow removal on Sutton Place for the upcoming season. He asked if TSVI was to continue to remove snow as per the agreement for the 2017-18 ski season. Administrator Fratrick appears to not have followed up on this, to either approve or disapprove the request for snow removal clarification on Sutton Place.

According to Mr. Kelly, TVSI received requests from various Village Staff to do more snow removal because of complaints that the Village was receiving. Per my conversation with Mr. Kelly, this communication from Village Staff reinforced the understanding that the Village wanted TSVI to handle snow removal and were operating under the terms from the previous ski season. It is estimated that TSVI did approximately seventy-five percent (75%) of the snow removal on Sutton Place.

RECOMMENDATION: Approval of Awarding Payment to Taos Ski Valley, Inc. for the Ski Season 2018-2019 Sutton Place Snow Removal



Invoice: 2019-STN SNW-01

INVOICE

Name **Village of Taos Ski Valley**
Address **PO Box 100**
City **Taos Ski Valley** State **NM** ZIP **87525**

Date **8/12/2019**

Terms **Net 30**

Hrs	Description	Price	Subtotals
	Winter 2018-2019 Sutton Place Snow Removal		
61	55 days - snow removal and pea gravel	\$ 250.00	\$ 15,250.00
55	gravel run	\$ 75.00	\$ 4,125.00
		Total Due	\$ 19,375.00

Office Use Only

If you have any questions regarding the services provided please contact John Kelly, Director of Operations.

john.kelly@skitaos.com

(575) 776- 2291

Remittance: Taos Ski Valley, Inc.

Attn: Accounting Department

PO Box 90

Taos Ski Valley, NM 87525

<u>Day</u>	<u>Snow</u>	<u>Equipment Hours</u>	<u>Rate</u>	<u>Plow Total</u>	<u>Pea Gravel</u>	<u>Daily Total</u>
11/1/2018	0		\$250	\$0		\$0
11/2/2018	0		\$250	\$0		\$0
11/3/2018	0		\$250	\$0		\$0
11/4/2018	0		\$250	\$0		\$0
11/5/2018	0		\$250	\$0		\$0
11/6/2018	0		\$250	\$0		\$0
11/7/2018	0		\$250	\$0		\$0
11/8/2018	0		\$250	\$0		\$0
11/9/2018	0		\$250	\$0		\$0
11/10/2018	0		\$250	\$0		\$0
11/11/2018	0		\$250	\$0		\$0
11/12/2018	14	2	\$250	\$500	\$75	\$575
11/13/2018	0		\$250	\$0		\$0
11/14/2018	0		\$250	\$0		\$0
11/15/2018	0		\$250	\$0		\$0
11/16/2018	0		\$250	\$0		\$0
11/17/2018	0		\$250	\$0		\$0
11/18/2018	0		\$250	\$0		\$0
11/19/2018	0		\$250	\$0		\$0
11/20/2018	0		\$250	\$0		\$0
11/21/2018	0		\$250	\$0		\$0
11/22/2018	0		\$250	\$0		\$0
11/23/2018	1	1	\$250	\$250	\$75	\$325
11/24/2018	0		\$250	\$0		\$0
11/25/2018	1	1	\$250	\$250	\$75	\$325
11/26/2018	0		\$250	\$0		\$0
11/27/2018	0		\$250	\$0		\$0
11/28/2018	0		\$250	\$0		\$0
11/29/2018	0		\$250	\$0		\$0
11/30/2018	0		\$250	\$0		\$0
12/1/2018	5	1	\$250	\$250	\$75	\$325
12/2/2018	1	1	\$250	\$250	\$75	\$325
12/3/2018	6	1	\$250	\$250	\$75	\$325
12/4/2018	0		\$250	\$0		\$0
12/5/2018	0		\$250	\$0		\$0
12/6/2018	0		\$250	\$0		\$0
12/7/2018	5	1	\$250	\$250	\$75	\$325
12/8/2018	0		\$250	\$0		\$0
12/9/2018	0		\$250	\$0		\$0
12/10/2018	0		\$250	\$0		\$0
12/11/2018	0		\$250	\$0		\$0
12/12/2018	0		\$250	\$0		\$0
12/13/2018	4	1	\$250	\$250	\$75	\$325
12/14/2018	0		\$250	\$0		\$0
12/15/2018	0		\$250	\$0		\$0
12/16/2018	0		\$250	\$0		\$0

12/17/2018	0		\$250	\$0		\$0
12/18/2018	0		\$250	\$0		\$0
12/19/2018	0		\$250	\$0		\$0
12/20/2018	0		\$250	\$0		\$0
12/21/2018	0		\$250	\$0		\$0
12/22/2018	0		\$250	\$0		\$0
12/23/2018	0		\$250	\$0		\$0
12/24/2018	0		\$250	\$0		\$0
12/25/2018	0		\$250	\$0		\$0
12/26/2018	0		\$250	\$0		\$0
12/27/2018	6	1	\$250	\$250	\$75	\$325
12/28/2018	4	1	\$250	\$250	\$75	\$325
12/29/2018	2	1	\$250	\$250	\$75	\$325
12/30/2018	0		\$250	\$0		\$0
12/31/2018	0		\$250	\$0		\$0
1/1/2019	8	1	\$250	\$250	\$75	\$325
1/2/2019	9	1	\$250	\$250	\$75	\$325
1/3/2019	0		\$250	\$0		\$0
1/4/2019	0		\$250	\$0		\$0
1/5/2019	0		\$250	\$0		\$0
1/6/2019	0		\$250	\$0		\$0
1/7/2019	2	1	\$250	\$250	\$75	\$325
1/8/2019	0		\$250	\$0		\$0
1/9/2019	0		\$250	\$0		\$0
1/10/2019	0		\$250	\$0		\$0
1/11/2019	2	1	\$250	\$250	\$75	\$325
1/12/2019	4	1	\$250	\$250	\$75	\$325
1/13/2019	2	1	\$250	\$250	\$75	\$325
1/14/2019	2	1	\$250	\$250	\$75	\$325
1/15/2019	0		\$250	\$0		\$0
1/16/2019	1	1	\$250	\$250	\$75	\$325
1/17/2019	2	1	\$250	\$250	\$75	\$325
1/18/2019	4	1	\$250	\$250	\$75	\$325
1/19/2019	2	1	\$250	\$250	\$75	\$325
1/20/2019	0		\$250	\$0		\$0
1/21/2019	0		\$250	\$0		\$0
1/22/2019	1	1	\$250	\$250	\$75	\$325
1/23/2019	1	1	\$250	\$250	\$75	\$325
1/24/2019	0		\$250	\$0		\$0
1/25/2019	0		\$250	\$0		\$0
1/26/2019	0		\$250	\$0		\$0
1/27/2019	0		\$250	\$0		\$0
1/28/2019	0		\$250	\$0		\$0
1/29/2019	0		\$250	\$0		\$0
1/30/2019	0		\$250	\$0		\$0
1/31/2019	0		\$250	\$0		\$0
2/1/2019	0		\$250	\$0		\$0

2/2/2019	1	1	\$250	\$250	\$75	\$325
2/3/2019	1	1	\$250	\$250	\$75	\$325
2/4/2019	1	1	\$250	\$250	\$75	\$325
2/5/2019	1	1	\$250	\$250	\$75	\$325
2/6/2019	8	1	\$250	\$250	\$75	\$325
2/7/2019	0		\$250	\$0		\$0
2/8/2019	0		\$250	\$0		\$0
2/9/2019	0		\$250	\$0		\$0
2/10/2019	0		\$250	\$0		\$0
2/11/2019	0		\$250	\$0		\$0
2/12/2019	2	1	\$250	\$250	\$75	\$325
2/13/2019	0		\$250	\$0		\$0
2/14/2019	0		\$250	\$0		\$0
2/15/2019	10	2	\$250	\$500	\$75	\$575
2/16/2019	0		\$250	\$0		\$0
2/17/2019	0		\$250	\$0		\$0
2/18/2019	6	1	\$250	\$250	\$75	\$325
2/19/2019	3	1	\$250	\$250	\$75	\$325
2/20/2019	2	1	\$250	\$250	\$75	\$325
2/21/2019	1	1	\$250	\$250	\$75	\$325
2/22/2019	3	1	\$250	\$250	\$75	\$325
2/23/2019	13	2	\$250	\$500	\$75	\$575
2/24/2019	3	1	\$250	\$250	\$75	\$325
2/25/2019	0		\$250	\$0		\$0
2/26/2019	0		\$250	\$0		\$0
2/27/2019	0		\$250	\$0		\$0
2/28/2019	0		\$250	\$0		\$0
3/1/2019	0		\$250	\$0		\$0
3/2/2019	0		\$250	\$0		\$0
3/3/2019	4	1	\$250	\$250	\$75	\$325
3/4/2019	2	1	\$250	\$250	\$75	\$325
3/5/2019	1	1	\$250	\$250	\$75	\$325
3/6/2019	0		\$250	\$0		\$0
3/7/2019	0		\$250	\$0		\$0
3/8/2019	0		\$250	\$0		\$0
3/9/2019	1	1	\$250	\$250	\$75	\$325
3/10/2019	0		\$250	\$0		\$0
3/11/2019	0		\$250	\$0		\$0
3/12/2019	7	1	\$250	\$250	\$75	\$325
3/13/2019	10	1	\$250	\$250	\$75	\$325
3/14/2019	28	3	\$250	\$750	\$75	\$825
3/15/2019	5	1	\$250	\$250	\$75	\$325
3/16/2019	0		\$250	\$0		\$0
3/17/2019	0		\$250	\$0		\$0
3/18/2019	0		\$250	\$0		\$0
3/19/2019	1	1	\$250	\$250	\$75	\$325
3/20/2019	1	1	\$250	\$250	\$75	\$325

3/21/2019	1	1	\$250	\$250	\$75	\$325
3/22/2019	3	1	\$250	\$250	\$75	\$325
3/23/2019	5	1	\$250	\$250	\$75	\$325
3/24/2019	0		\$250	\$0		\$0
3/25/2019	0		\$250	\$0		\$0
3/26/2019	0		\$250	\$0		\$0
3/27/2019	0		\$250	\$0		\$0
3/28/2019	0		\$250	\$0		\$0
3/29/2019	0		\$250	\$0		\$0
3/30/2019	0		\$250	\$0		\$0
3/31/2019	1	1	\$250	\$250	\$75	\$325
4/1/2019	3	1	\$250	\$250	\$75	\$325
4/2/2019	0		\$250	\$0		\$0
4/3/2019	0		\$250	\$0		\$0
4/4/2019	0		\$250	\$0		\$0
4/5/2019	0		\$250	\$0		\$0
4/6/2019	0		\$250	\$0		\$0
4/7/2019	0		\$250	\$0		\$0
4/8/2019	0		\$250	\$0		\$0
4/9/2019	0		\$250	\$0		\$0
4/10/2019	0		\$250	\$0		\$0
4/11/2019	11	2	\$250	\$500	\$75	\$575
4/12/2019	3	1	\$250	\$250	\$75	\$325
4/13/2019	0		\$250	\$0		\$0
4/14/2019	0		\$250	\$0		\$0
4/15/2019	0		\$250	\$0		\$0
Totals				<u>\$15,250</u>	<u>\$4,125</u>	<u>\$19,375</u>

Anthony Martinez

From: John Kelly <John.Kelly@skitaos.com>
Sent: Monday, August 12, 2019 1:07 PM
To: Anthony Martinez
Cc: David Norden; Kristin O'Flaherty
Subject: FW: Sutton Place Plowing
Attachments: 2017 Dedication Plat_Executed.pdf; Sutton Place.xlsx

Hi Anthony,

Thanks for the meeting today. Below is the email exchange we had with Mark Fratrack before he left, clarifying the ownership of Sutton Place and the charges per equipment hour and per pea gravel run. Here is a summary of some of the other items we discussed:

- TSVI will provide you with a revised invoice, properly stating the "55 days" of plowing, instead of the "15 days" listed. This matches up with the attached spreadsheet. The next steps will be to provide this to council for approval.
- At the beginning of last winter, I received a phone call from Patrick, relaying that he had received complaints from business owners for more snow maintenance on Sutton Place. In this conversation, he asked that TSVI do more snow maintenance work on Sutton Place. This reinforced the understanding that the village wanted TSVI to handle snow removal and were operating under the terms David Norden sent John Avila in the documented email.
- Throughout the winter we consistently received direct calls from Law Enforcement to plow or pea gravel Sutton Place. Sammy can confirm that his Sutton Place requests go directly to me or Dick, and not village staff. The attached billing is only charging 1 pea gravel run per day, when we would actually do multiple runs as a result of Law Enforcement and Mogul Medical requests.
- Mogul Medical, St. Bernard, Edelweiss, and Snakedance have been calling me direct to address their snow maintenance needs during the winter. We spent many hours in the skid steer removing ice buildup on Sutton Place after the storms. These hours were not included in the billing.
- I would estimate that TSVI did approximately 75% of the snow removal and maintenance on Thunderbird Road during the winter.

Please give me a call if you need any additional information.

John

From: Chaz Rockey <Chaz.Rockey@skitaos.com>
Sent: Tuesday, October 23, 2018 7:46 AM
To: Mark Fratrack <mfratrack@vtsv.org>
Cc: John Kelly <John.Kelly@skitaos.com>; David Norden <David.Norden@skitaos.com>
Subject: FW: Sutton Place Plowing

Hi Mark,

John Kelly passed along the email below so I thought I would reach out. The dedications made in the spring of 2017 covered the following:

Public spaces – this covers the areas adjacent to The Blake, primarily the mountain plaza. We dedicated public access via an easement and agreement to maintain these spaces with the Village making an annual contribution.

Roads and Utilities – ownership was dedicated to the Village via a separate Bill of Sale. This included Sutton Place. They are the responsibility of the Village to maintain.

Route 150 Natural Gas line – ownership was transferred to the Village and then immediately transferred from the Village to NM Gas.

This is all clearly documented on the dedication plats and bills of sales (see attached).

Let me know if you'd like to discuss.

Thanks,
Chaz

From: Mark Fratrik <mfratrik@vtsv.org>
Sent: Monday, October 22, 2018 2:28 PM
To: John Kelly <John.Kelly@skitaos.com>
Cc: Dick Kinkade <Dick.Kinkade@skitaos.com>; David Norden <David.Norden@skitaos.com>
Subject: RE: Sutton Place Plowing

John,

Getting back to you on setting up an agreement for Sutton Place. I know we set something up in the past, but it seems that was a mistake and an oversight on our part according to the maintenance agreement in place. After reviewing the maintenance agreement, it's our understanding that the Village has no further obligation to maintain i.e. perform snow removal throughout the Easement Area, which includes Sutton Place. It appears in the final recorded Easement Agreement.

Regards, Mark...



Mark G. Fratrik, Village Administrator

Village of Taos Ski Valley
575-776-8220 ext 1 wk
505-259-4633 cell

- - *Providing infrastructure & services to a World Class Ski Resort Community* - -



From: John Kelly [<mailto:John.Kelly@skitaos.com>]
Sent: Wednesday, October 17, 2018 11:22
To: Mark Fratrik
Cc: Dick Kinkade; David Norden
Subject: Sutton Place Plowing

Hi Mark,

Checking in on the status of snow removal on Sutton Place this winter. Would you like to proceed with the agreement we had in place last year? Below are the details. If you would like to proceed, do you have a contract in place from last year that we can update? Thanks.

- Equipment operation = \$125/hour x 2 loaders. With guard rails and other constraints this will take 1 loader pushing and then 1 loader with blower removing from the street.
- Pea Gravel runs = \$75/truck

John Kelly
Director of Operations

TAOS

John.Kelly@skitaos.com
P 575 776 2291 x2206
C 970 708 3960



VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Discussion and Consideration to Approve the Village of Taos Ski Valley Entering into a Contract with TSVI for Snow Removal on Sutton Place for the 2017-18 Ski Season

DATE: October 10, 2017

PRESENTED BY: Mark G. Fratrack, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

TSVI approached the Village to discuss the possibility of TSVI providing snow removal for Sutton Place for this upcoming ski season. TSVI indicated that they would be purchasing a snow blower to be primarily used on the parking lot, but thought that it might be used to help clear Sutton Place also. Public Works Director Keen felt that since the Village hadn't committed to purchasing a smaller piece of multiuse snow removal equipment yet, that for at least this season, TSVI snow removal would be a viable option for the Village to take. The range of cost that was discussed, dependent on the storms and snowfall amounts for the year, was \$5,000 to \$10,000.

Contracting with TSVI would take a bit of strain off of the Village's Public Works resources for this season.

RECOMMENDATION: Staff recommends approval for the Village Administrator to negotiate and enter into a contract with TSVI for a maximum of \$10,000 for Sutton Place snow removal for the 2017-18 ski season.

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2020-413, A Resolution Authorizing and Approving Financial Assistance from the New Mexico Department of Transportation FY2020 NM LGRF DOT Control No. L500369**

DATE: October 8, 2019

PRESENTED BY: Anthony Martinez, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: A Resolution is needed to approve the NMDOT FY2020 Road Coop funding. NMDOT will be drafting a contract for Village approval. At this point, the State has committed to funding in the amount of \$74,158 with the Village contributing 25% of total project costs, or \$24,719, for a total project cost of \$98,877.

Monies for the project will be used for full construction with drainage improvements of various local streets.

RECOMMENDATION: Approval of Resolution No. 2020-413, a resolution authorizing and approving financial assistance from the New Mexico Department of Transportation for FY2020 NM LGRF DOT Control No. L500369

VILLAGE OF TAOS SKI VALLEY

RESOLUTION NO. 2020-413

**AUTHORIZING AND APPROVING FINANCIAL ASSISTANCE FROM THE NEW MEXICO
STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
FY 2020, NM LOCAL GOVERNMENT ROAD FUND PROJECT Control No. L500369**

Whereas, the Village intends to undertake construction and improvements to its road system (Control No. L500369) and has received a commitment for financial assistance from the New Mexico State Highway Transportation Department of 75% match which is \$74,158.00 and the Village of Taos Ski Valley has the financial resources for the 25% match which is \$24,719.00. The total project cost is \$98,877.00.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF TAOS SKI VALLEY:

Section 1. That all action (not consistent with the provisions hereof) heretofore taken by the Village and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the application to be submitted by the Village, be and the same is hereby approved and confirmed as stated in Exhibit A attached hereto and incorporated by reference herein for full construction, reconstruction, drainage improvements, pavement rehabilitation/improvements of various local streets .

Section 3. That the officers and employees of the Village are hereby directed and requested to submit the application for review and are further authorized to take such other action as may be requested by the New Mexico State Highway and Transportation Department in its consideration and review of the application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 8th day of October, 2019.

THE VILLAGE OF TAOS SKI VALLEY

By _____
Christof Brownell, Mayor

(Seal)
ATTEST

Ann M. Wooldridge, Clerk

Vote: For _____ Against _____

Contract No. _____
Vendor No. 000052151
Control No. L500369

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Village of Taos Ski Valley** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Drainage Improvements and Pavement Rehabilitation/Improvements of Various Local Street**, as described in Control No. **L500369**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Ninety Eight Thousand Eight Hundred Seventy Seven Dollars and no Cents (\$98,877.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$74,158.00**

**Drainage Improvements and Pavement Rehabilitation/Improvements of
Various Local Street,**

2. The Public Entity's required proportional matching
Share shall be 25% **\$24,719.00**
For purpose stated above
3. Total Project Cost **\$98,877.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Seventy Four Thousand One Hundred Fifty Eight Dollars and no Cents (\$74,158.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right-of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2020**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

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

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is to be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Village of Taos Ski Valley

By: Chris Brice

Date: 10/3/19

Title: MAYOR UTSV

Attest: Ann M. Wooldridge
Village of Taos Ski Valley Clerk

**EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name Date

Print Name

Title

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: **Consideration to Approve Awarding Contract to The Plumbers for Natural Gas Service Line Installation along with Appliance Conversion and Installation of Hot Water Heater Installation**

DATE: October 8, 2019

PRESENTED BY: Anthony Martinez, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The upgraded and new Wastewater Treatment Facility was engineered to utilize natural gas for heating in the two buildings. The engineered plans also called for the removal of the existing propane tank to accommodate the installation of the new influent line feeding the treatment facility from the equalization tanks. This would mean that the existing buildings would have to be converted to natural gas because the supply lines would have to be removed in the access road for the installation of the new treatment facility plumbing.

Village Staff contacted The Plumbers (Hawk Mechanical), Bond Plumbing and Heating, Prompt Professional Services and Matt's Refrigeration & Appliance Repair. The scope of work that was requested was to pressure test the existing lines and provide a quote for appliance conversion to natural gas. One quote for the work was received.

The quote covered the following items:

- Gas Service Line Installation
- Gas Fired Heating Unit Conversion from Propane to Natural Gas
- Replacing existing Propane Water Heater with New Natural Gas Water Heater

RECOMMENDATION: Approval of Awarding Contract for Natural Gas Service Line Installation along with Appliance Conversion and Installation of Hot Water Heater Installation to The Plumbers

To: Taos Ski Valley

Waste Water Treatment Plant

Taos, New Mexico

Attn: Anthony Martinez

Email: amartinez@vtsv.org

Job Name/ No. Gas Line Service Installation
Gas Fired Appliance Conversion
New Natural Gas Water Heater Installation

Location Waste Water Treatment Plant

Phone (575)776-4620 Date Revised 10/02/19

Fax _____ Other _____

Gas Line Service Installation Gas Fired Appliance Conversion Water Heater Installation	The Plumbers will provide labor & materials for the following scope of work
Scope of Work: 1.) Gas Service Line Installation 2.) Appliance Conversion and De-Rate 3.) Hot Water Heater Installation	
1.) Gas Service Line Installation A. Map out proposed trench location and locate existing utilities within area of proposed trench excavation - electrical, telecommunication, water, sewer, gas, etc. - mark and spot located utilities B. Excavate a trench from designated gas service riser location to Building #1, Building #2, Building #3, Building #4 - trench excavation approximately 500 ft x 2ft C. Install approximately 500 ft of SDR 11 Yellow Poly-Ethylene Gas Piping - install a stepdown regulator on gas service line - install at each building a gas service riser - install at each building a gas shutoff/stop - install at each building a di-electric union D. Pressure test new gas line	
2.) Gas Fired Heating Unit Conversion from Propane to Natural Gas as needed A. convert and de-rate each appliance for natural gas - 6 hanging unit heaters - 1 boiler B. Clean and Inspect each unit	
3.) Replace existing Propane Water Heater with One (1) New Natural Gas 40 Gallon Water Heater	
*Standard Wage Rates; proposal does not include federal or state wage rate scale	
Includes: - Federal Wage Scale Approved - Excavation Equipment, Material & Labor - New Mexico Gross Receipts Tax - State of New Mexico Permitting as required - Backfill to rough grade	
Excludes: - Natural Gas Service from Utility Provider to New Building - Pre-existing Boiler and Gas Fired appliance problems; if parts or additional work is needed a proposal will be provided	

We Propose hereby to furnish material and labor – complete in accordance with these specifications, for the sum of **\$24,535.98**
Twenty four thousand five hundred thirty five dollars and ninety eight cents

Payable as follows: **50 % Due Upon Acceptance - \$12,267.99 Balance due upon completion - \$12,267.99**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Max Stoback*

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Contract No. 2020-09 with Willdan Financial Services for the Village Impact Fee and System Development Study

DATE: October 8, 2019

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: In April 2017, the Village of Taos Ski Valley adopted Ordinance No. 2017-30, an ordinance adopting amendments to the zoning regulations. This ordinance contains the Development Impact Fee regulations, the first rendition of which were adopted in Ordinance No. 2003-30, an ordinance adopting amendments to the zoning regulations. The last Village Needs Assessment Report, substantiating the imposition of Development Impact Fees, was done in 2014. This was the last time Impact and System Development Fee assessments were updated. These fees should be reviewed and updated at a minimum of every five years.

Village staff, with approval by the Council in the FY2020 budget, moved forward with an RFP for these services from an outside contractor. The RFP was sent out in August 2019, with a response due date of September 30, 2019. The Village received two responses, and the review committee met on October 2, 2019.

Based on the stated criteria established within the RFP, the committee made a decision to award the contract to Willdan Financial Services in Aurora, CO for a contract amount of \$53,365.00 plus applicable GRT tax. Willdan is a large financial services company which has offices around the country and has done many similar studies for a variety of municipalities. Exhibit A, from the RFP, describes the project specifications and the scope of work. Contract No. 2020-09 is attached as exhibit B.

RECOMMENDATION: Staff requests approval of the contract with Willdan Financial Services for the Village Impact Fee and System Development Fee study.

1. SECTION 1 - SPECIFICATIONS AND SCOPE OF WORK

PROJECT DESCRIPTION: The Village of Taos Ski Valley is requesting competitive sealed proposals from qualified consultants to conduct a study and update of the Village's System Development and Impact Fees and corresponding ordinance. The Village presently assesses four categories of development impact fees (DIF) on new development and redevelopment to help offset the cost of new infrastructure and services necessitated by increased growth and development. The update will also incorporate existing Water & Sewer System Development Fees into the revised DIF Ordinance. The study should include detailed and legally defensible justification and analysis and comply with the New Mexico Development Impact Fees Act (incl. reference).

The study should have recommendations of the appropriate methodologies for the assessment of system development and impact fees and show the financial nexus between each DIF and corresponding capital and infrastructure projects. Inherent in the overall analysis is an evaluation of the Village's current DIF. The System Development and Impact Fee Study and Update should recommend proportional fees for each infrastructure category by the type of land use to support the Village's policy goals in land use planning, infrastructure planning, and economic development.

- 2. BACKGROUND:** Taos Ski Valley was incorporated as a village in July of 1996, New Mexico's 100th municipality. While the last official census put our human population at 69 inhabitants, the population swells and daily visitor counts exceed 3,000 on a regular basis throughout the winter ski season. Annual recreational visits to the Village surpass 350,000. At a base elevation of 9,200 feet, the Village is surrounded by green forests and high mountains. We have the highest residential home in New Mexico at 10,388 feet elevation. Wheeler Peak, the tallest mountain in New Mexico at 13,161 feet, overlooks the ski area and village. We are home to the world class ski resort, Taos Ski Valley, and our mountains provide great skiing and snowboarding in winter and peaceful hiking in summer, along with a variety of outdoor activities.

The last few years have brought a significant increase in private investment and property development and corresponding public investment in Village infrastructure. The establishment of a Tax Increment Development District (TIDD) in 2015 is expected to add approximately \$44M in new and rehabilitated public assets and infrastructure. New growth and commercial development is occurring throughout the Village in both the Village Business Core and at the higher elevation Kachina Basin. It is reasonably estimated that between \$700M – \$800M in new private investment will occur within the Village municipal limits during the next ten to fifteen years. Commercial development is spurring private single family home sales and redevelopment as well.

3. SCOPE OF SERVICES:

Project Requirements: Project tasks shall include those items noted below. If the consultant believes that additional tasks are warranted, they must be clearly identified in consultant's proposal as options with corresponding costs quote. . The agreement will include the following tasks in a scope of work:

- Conduct Kick-Off meeting with Village staff to discuss the project scope, purpose, uses and goals of the Village's Development Impact Fee Study to ensure that the study will be both accurate and appropriate to the Village's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
- Meet with staff to needed to gain an understanding of the Village's processes and operations.
- Develop a Project Timeline which demonstrates convincing that the project will be completed within six (6) months from award. The six month project schedule and deadline shall include time for staff and public review and recommended formal process for Ordinance adoption.
- Evaluate current land use assumptions and their impact on existing levels of service and infrastructure.
- .
- Describe the impact upon the level of service for the new and proposed development in the Village.
- Prepare an estimated cost of providing additional Village facilities and to be updated Capital Improvement Plan.
- Prepare a listing of projects eligible for impact fee funding.
- Recommended revised System Development and Impact Fees based upon the Study.
- Prepare a report of findings which shall include but not be limited to the following:
 - Description of the overall methodology;
 - Supporting justification;
 - Proposed updated Land Use Assumptions, either system-wide or limited to specific areas of the Village, for consideration by the Village's governing body;

- Proposed updated Capital Improvements Plan for consideration by the Village's governing body, based on the proposed Land Use Assumptions;
 - Recommended revised System Development and Impact Fees for consideration by the Village's governing body, based on the proposed Land Use Assumptions and proposed Capital Improvements Plan;
 - The analysis and calculations that provide each legal nexus between the recommended fee and the impact created by the new development.
 - The relationship between the fee's use and the type of project on which it would be imposed.
 - The need for any additional Village facilities and the type of project on which the fee would be imposed. The amount of the fee and the cost of the facility (or portion of the facility) attributable to new development. The final report should summarize key results and findings and any additional matters arising from the Study.
- Draft language for updated System Development and Impact Fee Ordinance(s) incorporating findings from the Study.
 - Consultant shall lead and participate in various presentations to Village staff, the Planning & Zoning Commission, and the Village Council and/or other interested parties as deemed necessary by staff. Consultant shall collect and document comments and concerns from staff and Council members and incorporate those comments as directed. Consultant shall assist with staff reports and any presentations developed.
 - Consultant shall alert the Village of other matters that come to the attention of the consultant in the course of this evaluation that in consultant's professional opinion the Village should consider.
 - Consultant must present defensible studies and reports which result in fees consistent and compliant with current applicable laws, regulations, and statutes.
 - After review and approval of the draft study, the Consultant shall prepare a final study and provide ten (10) bound copies, one (1) unbound copy, one (1) digital file copy in PDF format and one (1) editable digital file copy to the Village.

General Requirements: The awarded consultant is expected to comply with the following:

- Consultant must be able to provide qualified professional services as defined in Section 5-8-2(M), NMSA 1978.
- Consultant shall agree to and comply with all terms of the Village Standard Agreement for Professional Services.
- The consultant and their sub consultants must hold or obtain business licenses in the Village for any work within Village limits.
- Awarded consultant shall provide monthly progress reports, in a format acceptable to the Village.

Such progress reports shall include:

- Accomplishments during the reporting period, issues encountered or anticipated, and activities scheduled for the next period.
 - Comparison of adopted schedule to project progress. Such report shall clearly indicate any risk to project schedule.
 - Comparison of Actual Costs to Budget including percentage used and percent of project complete.
- In addition to regular progress reports, Consultant shall also be responsible for immediately contacting and communicating with Village staff regarding any unanticipated problems, issues and/or changes encountered which would negatively affect the schedule.

4. PROPOSAL REQUIREMENTS: Consultant proposal must include the following and follow directions outlined in each section below:

1. Letter of Transmittal. Describe your firm or team's interest in and commitment to providing consulting services for the VTSV.
 - a. This Letter of Transmittal must state that the proposal is valid for at least a 120 day period.
 - b. An officer of the consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the Village shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
 - c. Provide name, title, address, mail, and telephone number of key contact for the Village during the RFP and award process.



SERVICES CONTRACT #2020-09

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Miller Engineers, Inc (hereinafter CONTRACTOR") on this 8th day of October, 2019.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide a study of the Village's System Development and Impact Fees.

WHEREAS, the VILLAGE desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that:

1. Scope of Work. CONTRACTOR shall:

Project tasks shall include those listed in the original RFP document attached as Exhibit "A"

2. Address & Phone Contact. The address and phone number of Contractor is:

Willdan Financial Services
1555 So. Havana Street
Suite F-305
Aurora, CO 80012

3. Term. This contract shall be effective from 10/08/19 and terminate at 5:00 p.m. on 6/30/20 unless sooner terminated pursuant to the termination provision below or by completion of said services. Each party may cancel contract with 30 day written notice. This contract shall **not be effective until approved by the VILLAGE Administrator**. Contractor will be issued a notice to proceed to start the work once contract has been finalized.

4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract annually for up to 4 years, subject to terms agreeable to both the VILLAGE and CONTRACTOR.

5. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract, not to exceed a sum of \$53,365.00 plus applicable sales tax. Contractor will provide twelve (12) month liability and workmen's comp insurance certifications, and W-9 form if not already on file. Any additional meetings in excess of the six(6) quoted within the RFP will be billed by Contractor at \$2,000.00 per meeting.
6. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
7. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
8. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
9. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
10. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
11. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
12. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
13. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
14. Records-Audit. CONTRACTOR shall bill monthly, with a log of the dates of the pumping. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for

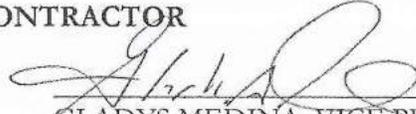
inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.

15. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its negligent performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain liability insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
16. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
18. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
19. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
20. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.

30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first written above.

CONTRACTOR



GLADYS MEDINA, VICE PRESIDENT

CONTRACTOR'S GRT/CRS NUMBER or

33-0302345

CONTRACTOR'S FED. TAX ID NO. or SSN

VILLAGE OF TAOS SKI VALLEY

JOHN AVILA, VILLAGE ADMINISTRATOR

ATTEST:

ANN MARIE WOOLDRIDGE, VILLAGE CLERK