



VILLAGE COUNCIL REGULAR MEETING AGENDA
SNAKEDANCE CONDOMINIUMS HONDO RESTAURANT
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, OCTOBER 10, 2017 2:00 P.M.

1. CALL TO ORDER AND NOTICE OF MEETING
2. ROLL CALL
3. APPROVAL OF THE AGENDA
4. APPROVAL OF THE MINUTES OF THE SEPTEMBER 12, 2017 VILLAGE COUNCIL REGULAR MEETING, and the SEPTEMBER 18, 2017 VILLAGE COUNCIL SPECIAL MEETING
5. CITIZEN'S FORUM – Limit to 5 minutes per person (please sign in)
6. FINANCIAL REPORTS
7. COMMITTEE REPORTS

- A. Planning & Zoning Commission
- B. Public Safety Committee
- C. Firewise Community Board
- D. Parks & Recreation Committee
- E. Lodger's Tax Advisory Board

8. REGIONAL REPORTS
9. MAYOR'S REPORT
10. STAFF REPORTS
11. OLD BUSINESS

- A. Consideration to Approve Proposed Adjusted System Development and Impact Fees for Parcel G

12. NEW BUSINESS

- A. Consideration to Approve a Professional Services Contract with FEI Engineers, Inc. to draft a new Request for Proposal (RFP) for the Kachina Water Tank project
- B. Consideration to Approve a Contract between the Village of Taos Ski Valley and Kit Carson Electric Cooperative for Installation and Transfer of Ownership of Electric Installation Line as Contribution in Aid of Construction
- C. Discussion and Direction to Staff Regarding the Certificate of Occupancy for The Blake
- D. 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
- E. Discussion of Village's Request for a 33 foot Easement and TSVI's Request for a 66 foot easement at the Wastewater Treatment Plant Site

13. MISCELLANEOUS

14. CLOSED SESSION

- A. Discussion of the Acquisition of Real Property
This matter may be discussed in closed session under Open Meetings Act exemption 10-15-1(H)
(8)

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

15. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL
16. ADJOURNMENT

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



Village of Taos Ski Valley
 PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525
 (575) 776-8220 (575) 776-1145 Fax
 E-mail: vtsv@vtsv.org Website: www.vtsv.org
Mayor: Neal King
Council: Kathleen Bennett, Christof Brownell,
 J. Christopher Stagg, Thomas Wittman
Administrator: Mark G. Fratrack,
Clerk: Ann M. Wooldridge
Finance Director: Nancy Grabowski

NOTICE OF MEETINGS

NOTICE IS HEREBY GIVEN of the following meetings of the Village of Taos Ski Valley, New Mexico and the dates, times and locations of the meetings:

MEETING	DATE & TIME	LOCATION
PLANNING & ZONING MEETING	CANCELLED	Snakedance Condominiums Hondo Restaurant
VILLAGE COUNCIL REGULAR MEETING	Tuesday, October 10, 2017 2:00 p.m.	Snakedance Condominiums Hondo Restaurant
TIDD BOARD REGULAR MEETING	Tuesday, October 10, 2017 10:00 a.m.	Snakedance Condominiums Hondo Restaurant
CHAMBER OF COMMERCE MEETING	Wednesday, October 11, 2017 5:15 p.m.	Snakedance Condominiums Hondo Restaurant
LODGER'S TAX COMMITTEE	Wednesday, November 1, 2017 10:00 a.m.	Snakedance Condominiums Hondo Restaurant
VILLAGE COUNCIL SPECIAL MEETING <i>PUBLIC HEARING: Village of Taos Ski Valley's Waste Water Treatment Facility Improvements Project, including the Preliminary Engineering Report (PER) and Environmental Information Document (EID)</i>	Wednesday, November 1, 2017 6:00 p.m. – 8:00 p.m.	Snakedance Condominiums Hondo Restaurant
PUBLIC SAFETY COMMITTEE	TBA	Snakedance Condominiums Hondo Restaurant
FIREWISE COMMUNITY BOARD	TBA	Snakedance Condominiums Hondo Restaurant
PARKS & RECREATION COMMITTEE	TBA	TBD

These meetings will be public meetings to consider various items of business. A copy of the agenda for each meeting will be available for inspection 72 hours prior to the meeting. Persons wishing to comment on items listed on the proposed agendas may submit written comments to the Village offices on or before 5:00 P.M. on the day prior to the meeting. Persons with disabilities may request accommodations no later than 5:00 P.M. on the day prior to the meeting. This notice shall be posted at the Village offices, Box Canyon, Village Message Board in the TSV Chamber of Commerce and three other public places within the municipality as provided by Section 3-1-2 NMSA 1978. /s/ Ann M. Wooldridge, Village Clerk, posted September 13, 2017.

with Paradise Power and Sol Luna to have new solar arrays built. Reyes noted that Taos Ski Valley is important to Kit Carson Electric, as a partner in working towards improved solutions. Reyes thought that underground fiber optic line distribution to homes should occur within the next two years. Kit Carson has been storing the list of names of entities wishing to hook up.

12. **NEW BUSINESS**

C. Consideration to Approve Electric Utility Line Improvements and Related Portions of Underground Trench Improvements Dedication, Bill of Sale, Assignment of Permit Rights and Agreement, from Taos Ski Valley, Inc. to the Village of Taos Ski Valley

As part of the Village of Taos Ski Valley Tax Increment Development District (TIDD) infrastructure projects, the developers installed a utility trench up State Road 150. Conduit for electrical lines and fiber optic lines were installed in the trench, as well as pipes for natural gas. The trench lies in the NM Department of Transportation right of way. Once the utility trench was completed, which occurred in early fall 2016, the lines in the trench could be dedicated to the proper utility company. To qualify for TIDD reimbursement, Taos Ski Valley, Inc. must dedicate over each utility line to the Village. The Village will then dedicate the line over to the rightful utility company. Neither of these items will be executed until Taos Ski Valley, Inc. notifies the Village that it has finalized its agreement with Kit Carson

MOTION: To Approve Electric Utility Line Improvements and Related Portions of Underground Trench Improvements Dedication, Bill of Sale, Assignment of Permit Rights and Agreement, from Taos Ski Valley, Inc. to the Village of Taos Ski Valley

Motion: Councilor Wittman

Second: Councilor Brownell

There was a question as to why this was being brought forth if the power is not yet in the conduit. Luis Reyes answered that their plan is to install all of the cable this year, which would take approximately four weeks. Workers will pull the cable in thirty-three sections. If they are able to get all of the 126,000 feet of cable in the underground conduit, then the overhead lines could be retired. The first mile up from the cattle guard is already underground, so the next eight miles need to be buried. Kit Carson cannot run the cables unless they have control of the conduit, so this is the reason for the dedication. The Village will not be liable for anything with this transaction. Kit Carson is eager to get the lines underground as there is always the risk of having power lines fall and start forest fires. Reyes explained that TSVI had paid for the trench, to be reimbursed by the TIDD. The Village will work with Kit Carson to use franchise fees to pay for burying the lines throughout the rest of the Village. By Village ordinance, homeowners will be required to hookup by a certain amount of time to the underground lines, once the power is buried to the property line. Franchise fees cannot be used to install service lines on private property. All new connections are being made underground. Reyes said that it is very difficult to have power lines going from underground to above ground, and then back underground again.

The Mayor called for a vote.

Passed: 4-0

D. Consideration to Approve Kit Carson Electric Coop (KCEC) Line Improvements and Related Portions of Underground Trench Improvements Assignment of Infrastructure and Permit Rights, from the Village of Taos Ski Valley to Kit Carson Electric Coop

Since the ultimate owner of the improvement is KCEC, the assignment of the infrastructure from the Village to KCEC needs to be executed.

MOTION: To Approve Kit Carson Electric Coop (KCEC) Line Improvements and Related Portions of Underground Trench Improvements Assignment of Infrastructure and Permit Rights, from the Village of Taos Ski Valley to Kit Carson Electric Coop

Motion: Councilor Stagg

Second: Councilor Wittman

Passed: 4-0

6. **FINANCIAL REPORTS**

In Director Grabowski's absence, Administrator Fratrack reported that GRT remitted to the Village in August was \$48,702 compared to \$55,423 for August last year. Year-to-date GRT total is \$78,566 versus \$175,333 for last year. The TIDD did not receive a distribution in August for June GRT.

Lodger's tax collections in August were \$13,961 versus \$6,428 for last year. Year-to-date total is \$40,423 versus last year's \$9,741. Most of the lodgers' tax collected has been late submittals.

The FY2018 budget has been approved by DFA. The Village will be opening a new bank account for the USDA funds; this is required according to the loan agreement.

A new Public Works Administrative Assistant and a new laborer/equipment operator will both start on September 18, 2017.

Chaz Rockey, with TSVI, commented that according to his calculations, there is a \$1 million shortfall of GRT to the TIDD, and an approximate \$1.6 million shortfall to the Village. It is difficult to get more information from the NM Tax and Revenue Department. Rockey said that he spoke to representatives of the NM Legislative Finance Committee at their recent conference in Taos Ski Valley, and the Committee members are in favor of sorting out these issues. Mayor King said that he understands the New Mexico Municipal League and the NM Attorney General are also working to get the NM Tax and Revenue Department to provide more information on their calculations.

7. COMMITTEE REPORTS

A. Planning and Zoning Commission –Commission Chair Wittman reported on agenda items from the September 11, 2017 meeting:

- David Norden spoke about working more closely with the Village and then introduced TSVI's new Development Director, Peter Johnson.
- The 2019-2013 Infrastructure Capital Improvements Plan (ICIP) was introduced, and the Commission recommended approval by the Council. The ICIP will be brought forth to the Council later in the agenda.
- A public hearing was held for extending the conditional use permit for parking at the Beausoleil site. The Commission approved the application for one year, with specific conditions on improving the drainage on the lot.

The next meeting is scheduled for October 2, 2017 at 1:00 p.m.at the Snakedance Condominiums. (Note: this meeting was later cancelled.)

B. Public Safety Committee –Committee Chair Bennett reported that the Committee had not met. They plan to meet on October 2, 2017. Chairperson Bennett reported that the NM Game and Fish Department had conducted a recent presentation about living in bear country. She had some information about the best type of bear-proof dumpsters, which cost about \$220. The Committee hopes to increase signage for the public about the prevalence of bears.

C. Firewise Community Board of Directors – The Firewise Board did not meet. The next meeting has not yet been scheduled.

D. Parks & Recreation Committee – Committee Member Kerrie Pattison reported on recent Committee activities:

- They are planning a ribbon-cutting ceremony for the Kachina Vista Park on October 5, 2017 at 4:30 p.m. (Note: this was later changed to October 19, 2017 at 4:00 p.m.
- Signs for the park are being made.
- Hanging flower baskets in the Village core area will be taken down soon.
- The Committee will not be holding the community barbecue this fall.
- They will be working with the Public Safety Committee to provide signs throughout the Village concerning bear activity.

David Norden expressed his appreciation for the beautification efforts around the Village by the Parks & Recreation Committee.

E. Lodgers' Tax Advisory Board – The next meeting is scheduled for November 1, 2017 at 10:00 a.m. at the Snakedance Condominiums.

8. REGIONAL REPORTS

Councilor Bennett and Administrator Fratrack had attended the Landfill Board meeting that morning where a vote was held to ratify the settlement arising from mediation efforts, because of a lawsuit with the company that built a cell at the landfill. The final cost to settle will be \$62,500, much less than the original \$450,000. If the settlement amount had been over \$150,000 the Board might have approached participating municipalities for additional contributions, Councilor Bennett explained.

The next Intergovernmental Council meeting will take place on September 21, 2017.

9. MAYOR'S REPORT

A. Proclamation of Constitution Week 2017

Mayor King read the proclamation naming the week of September 17-23 as Constitution Week, in order to ask citizens to reaffirm the ideals that the framers of the Constitution had in 1787, protecting the freedoms guaranteed to Americans through this guardian of their liberties.

B. Mayor King mentioned that the Village is investigating the possibility of storing snow with a potential new owner at the Terry A-frame property, which is for sale. The Village has used the empty lot to store snow for many years, under a verbal agreement with the owner.

C. Firehouse Road is currently closed, but should re-open on Wednesday, September 13, 2017. There may be other closures in the near future as construction crews work on the Children's Center and Strawberry Hill.

10. **STAFF REPORTS**

Mark Fratrack, Village Administrator reported on ongoing projects:

- Townsite Act – The letter requesting a narrower easement has been sent. No other update.
- Taos Mountain Lodge – Rich Willson is ordering the proper tanks that can go under the parking lot. He's working with the engineer to design the entrance road and parking lot to meet ADA guidelines. There is a chance that the units may be ready for rental this winter.
- Kachina Water Tank – A Council Workshop on potential water tank locations is scheduled for Monday, September 18, 2017 at 2:00 p.m. Staff has been working through a matrix table with FEI Engineers about the three possible sites: the original site, the TSVI site, and the FEI site. The matrix will list the advantages and disadvantages of each site.
- WWTP/WWTP Financing Options – A lot of supporting documentation and information has been required for working on the USDA loan. Brad Angst is coordinating a working group to undertake procuring and creating the necessary items.
- Ernie Blake Road – There is a proposal on the agenda for the Beausoleil negotiated amount. An offer has been submitted to the Sierra del Sol, but the Village has not heard back yet.
- NM Gas Co. – There is no update at this time.
- Strawberry Hill Improvements – As part of these improvements, the Village has had to relocate an electric transformer close to the Firehouse that services the building. The project is underway currently. The Village office will be on a generator when the transition takes place. The flag pole was taken down because it was not on the Firehouse property and the space was needed for TSVI work. The flag pole will be erected at a later time in a better location.
- KCEC/ Fiber Optic – Administrator Fratrack spoke with Andrew Gonzales, with Kit Carson Electric, who said that Kit Carson would be working on fiber optic from Taos East and into the core area only this year. Kit Carson does not have plans to move it past the core area this year.
- There may be plans to meet with NMRTD about the winter shuttle.

Department Briefs

- **Department of Public Safety Update:** Chief Bilardello reported on August activity: MVCs (1), Residential Alarm (7), Business Alarm (1), Property Damage (2), Suspicious Persons/Vehicles (2), Citizen Assists/Contacts (23), Traffic Enforcement Hours (28), Traffic Stops (4), Written Citations (1), Written Warning (1), Verbal Warnings (8), Parking Citations (0), Assists to other Agencies (13), Trespass Warnings (1), Foot Patrol Hours (21), Animal Control (18), Welfare Checks (1). Fire EMS: Fire Calls (1), EMS Calls (2). SAR Hours: (0).
All police officers are now required to carry a tourniquet, a trauma kit, and Narcan. The State will be furnishing those items to Village officers. The purchase and placement of the new police trailer is more involved than previously thought; a concrete pad will need to be poured, and utility lines will need to be buried deeper in the ground. The project will be postponed until next spring. Funds will now be earmarked for a new vehicle, and the older vehicle will be used for a part-time officer. A bear trap has been placed near the grease bin at the treatment plant.
- Clerk Wooldridge reported that because of the Village's good track record in meeting all of its safety requirements, and because its workers' compensation modifier is low, the Village received a dividend credit on the liability insurance premium of 21%, or \$7,063. The discount for the workers compensation insurance premium was 19%, or \$8,010.
- Attorney Romero reported that he is working with Mickey Blake on developing the agreement for the Village to lease the land for the police trailer.

Peter Talty, with TSVI, asked Administrator Fratrack if the Forest Service easement at the treatment plant site would affect the easement that TSVI has requested. Talty said that he presented easement documents to the Village several months earlier and not heard back. It was decided that this item should be brought forth to the Council at the next meeting.

11. OLD BUSINESS

A. PUBLIC HEARING: Consideration to Approve Ordinance No. 2018-63 to Approve a 4% Increase to Water and Sewer Rates and to keep Trash Rates the Same for Fiscal Year 2018

As part of the FY2018 Final Budget, a 4% increase in the fixed and variable water and sewer rates was adopted. The trash rates stayed the same for FY2018.

Mayor King opened the public hearing. **PUBLIC HEARING:** No one spoke in favor. No one spoke against. The public hearing was closed.

A question was asked as to whether this was an additional 4% above the previously discussed 4% increase.

Administrator Fratrack answered that this was the same 4%, just that the rates needed to be adopted by ordinance.

MOTION: To Approve Ordinance No. 2018-63 to Approve a 4% Increase to Water and Sewer Rates and to keep Trash Rates the Same for Fiscal Year 2018

Motion: Councilor Wittman Second: Councilor Bennett Passed: 3-1 (Councilor Stagg voting nay)

Councilor Brownell said that he was not necessarily in favor of the increase, but thought that it was a necessity.

Councilor Stagg said that he did not think it was necessary. Mayor King stated that he did think it was necessary.

B. Discussion and Approval of Proposed Adjusted System Development and Impact Fees for Parcel G

At the August 8, 2017 Council meeting, the Council approved a combined required payment for system development fees and impact fees in the amount of \$673,526. It was brought to the attention of the Village Administrator that there was an error in the calculation regarding the impact fee, and a credit for space not required for impact fee calculation was removed. Staff previously recommended a payment of \$673,526, but now recommends the recalculated and verified amounts for Council approval of \$541,030.

MOTION: To Approve the Proposed Adjusted System Development and Impact Fees for Parcel G

Motion: Councilor Wittman Second: Councilor Brownell

Chaz Rockey, with TSVI, asked for staff to review the sewer system development fee credit to insure that the full amount that TSVI has been used. In addition, Rockey said that he disagreed with the method of calculation, and that if he had seen the calculation spreadsheet, he could have helped to correct the errors. He noted that there have been many changes in the calculation spreadsheet. Rockey asked that the fees be discussed in more depth and asked that they be negotiated before being brought to Council for approval.

The TIDD Master Development Agreement requires that a credit of between 25% and 100% for development fees for TSVI projects be given.

MOTION: To Table this item

Motion: Councilor Wittman Second: Councilor Stagg Passed: 4-0

12. NEW BUSINESS

A. Consideration to Approve Resolution No. 2018-341 Adopting the Village of Taos Ski Valley 2019- 2023 Infrastructure Capital Improvements Plan

The updated ICIP list for submission to NM Department of Finance was presented. The Planning & Zoning Commission recommended approval by Council at its September 11, 2017 meeting.

Discussion took place on the ICIP list of projects. Councilor Bennett asked about the line item for Block N water and sewer lines. She said that having water accessible for firefighting was a public safety issue. Administrator Fratrack responded that projects could be moved up if funds became available. It was decided to move the Block N water and sewer infrastructure to the first and second priorities in 2022. Once a Kachina area water tank was built, funding could be sought for new water lines, and both water and sewer could be installed in a trench. Councilor Brownell asked about recycling and why that item was not higher on the list. Councilor Wittman said that the ICIP is supposed to be a living document for the Village to use and that it can be revisited at any time, not just annually when it is submitted to the State.

MOTION: To Approve Resolution No. 2018-341 Adopting the Village of Taos Ski Valley 2019- 2023

Motion: Councilor Stagg Second: Councilor Wittman Passed: 4-0

B. Consideration to Accept Counter Offer from Beausoleil Management in Regards to Purchase of Required Property for the Realignment and Construction of Ernie Blake Road

Administrator Fratrack explained that the Ernie Blake Road realignment has been deemed a vital road infrastructure upgrade that needs to take place to benefit the flow of traffic in and out of the core area. The Village sought appraisals for the properties necessary to allow the Village to relocate and construct upgrades to meet the needs of the overall community.

A group from the Village has been conducting negotiations, with a few offers and counters offers having been made, with the owners of the two largest parcels of land that would need to be obtained for the Ernie Blake Road realignment. The most recent offer has been accepted, with Council approval required to accept the offer before moving forward with legal documents to finalize the purchase.

Besides some final costs for additional surveying and title insurance, the total outlay of funds required to be paid by the Village to Beausoleil Management would be \$252,145.67.

MOTION: To Accept Counter Offer from Beausoleil Management in Regards to Purchase of Required Property for the Realignment and Construction of Ernie Blake Road

Motion: Councilor Stagg

Second: Councilor Wittman

Passed: 4-0

13. MISCELLANEOUS

A. Councilor Brownell asked about a potential timeline for drafting a Kachina Area Master Plan. He noted that it is increasingly busy in the Kachina area. He recommended that the Village and TSVI work together on plans for parking, for both hikers and guests of the Bavarian. There should have been a master plan in place to guide the placement of the water tank, he suggested.

Peter Talty said that TSVI would financially support the creation of such a plan, and that it is an important task. Mayor King noted that the Village could look into creating a Kachina Master Plan once there was a better idea of how much revenue would be coming in this fiscal year. Mayor King did agree that the parking issue in Kachina needed to be solved, in both summer and winter.

14. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL

The next regular meeting of the Council will take place on Tuesday, October 10, 2017 at 2:00 p.m., at the Snakedance Condominiums Hondo Restaurant. A Council Workshop on potential Kachina Water Tank locations will be held on Monday, September 18, 2017 at 2:00 p.m. at the Snakedance Condominiums Hondo Restaurant.

15. ADJOURNMENT

MOTION: To Adjourn.

Motion: Councilor Brownell

Second: Councilor Bennett

Passed: 4-0

The meeting was adjourned at 4:20 p.m.

Neal King, Mayor

ATTEST: _____
Ann M. Wooldridge, Village Clerk



Village of Taos Ski Valley
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**VILLAGE COUNCIL WORKSHOP
DRAFT MINUTES
SNAKEDANCE CONDOMINIUMS
HONDO RESTAURANT
TAOS SKI VALLEY, NEW MEXICO
MONDAY, SEPTEMBER 18, 2017, 2:00 P.M.**

I. CALL TO ORDER & NOTICE OF MEETING

The workshop meeting of the Village of Taos Ski Valley Council was called to order by Mayor Neal King at 2:00 p.m. The notice of the meeting was properly posted.

II. ROLL CALL

Mark Fratrack, Village Administrator, called the roll and a quorum was present.

Those present were:

Mayor, Neal King
Councilor, Kathy Bennett
Councilor, Chris Stagg
Councilor, Christof Brownell
Councilor, Tom Wittman

Also present were:

Village Administrator, Mark Fratrack
Director of Planning, Building and Construction, Bill Jones
Director of Public Works, Ray Keen

III. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as submitted

Motion: Councilor Wittman **Second:** Councilor Bennett **Passed:** 4-0

IV. KACHINA WATER TANK POTENTIAL LOCATIONS WORKSHOP

Mayor Neal King introduced the purpose of the workshop and outlined the procedures to be followed by all. Mark Fratrack, Village Administrator, presented a history of the plans for the original Kachina Water Tank, a possible relocation per TSVI, and a third location from FEI Engineers. A matrix of advantages and disadvantages for each site was posted alongside each map depicting the potential location of the water tank.

Kelly Fearney, FEI Engineer, presented the original tank site at 10,500 feet, which is the highest location, supplying adequate pressure to all below. She said it would be a below ground concrete tank, and could be divided into two parts so that during slow times, only one side would be used. She spoke about the second tank site as outlined by TSVI, which would be an above grade steel tank located potentially at 10,330 feet. Fearney then spoke about the third site as proposed by FEI Engineering, an above grade steel tank to be situated at 10,290 feet, not located within the assumed radius of influence surrounding the Phoenix Spring.

Fearney answered questions from Council and the audience regarding blue, red, and yellow water pressure zones outlined in the 2007 Village Water Master Plan, and about generators and pumps. She said that 1,250 gallons per minute should be required for fire flow at any elevation. 80,000 gallons were used at a recent house fire during ten hours. After the presentations, the audience was invited to study the three site maps and their associated matrices which listed advantages and disadvantages of each site. The audience

was urged to ask questions of the Council members and of anyone else in the audience. Questions touched on costs, zones, generators and pumps vis-a-vis gravity feed and fire flow, Block 4 water pressure, PRVs, and water flow in the event of a fire. Handouts were provided of TSVI's study conducted by Glorieta Geoscience, and of Shopoff Realty Investments' report. Twenty-five people signed the attendance roster.

David Norden described the many projects that TSVI is working on in the Kachina area, namely ski trails and cross country trails, and said that placement of the water tank is important to planning of the Kachina area in general. Peter Talty, with TSVI, talked about the benefit to the Village of having its infrastructure in a centralized location, as well as the benefit to the Village if it were to acquire title to the infiltration gallery and chlorination station sites.

V. ADJOURNMENT

MOTION: To Adjourn

Motion: Councilor Bennett Second: Councilor Wittman Passed: 4-0
(The workshop was adjourned at 4:20 p.m.)

Neal King, Mayor

ATTEST:

Ann M. Wooldridge, Village Clerk

VILLAGE OF TAOS SKI VALLEY

GROSS RECEIPTS & LODGER'S TAX COLLECTION SUMMARY

Gross Receipts Tax
CURRENT RATE = 9.25%

GROSS RECEIPTS

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2007	\$49,871.45	\$34,078.55	\$36,243.65	\$49,758.67	\$39,527.57	\$35,791.82	\$34,561.38	\$149,069.79	\$134,953.15	\$155,909.24	\$169,491.55	\$43,203.86
YTD	\$49,871.45	\$83,950.00	\$120,193.65	\$169,952.32	\$209,479.89	\$245,271.71	\$279,833.09	\$428,902.88	\$563,856.03	\$719,765.27	\$889,256.82	\$932,460.68
FY 2008	\$20,214.64	\$49,552.50	\$30,529.91	\$18,716.47	\$24,225.26	\$23,499.17	\$50,734.80	\$146,293.94	\$160,211.63	\$167,362.79	\$212,589.13	\$20,102.55
YTD	\$20,214.64	\$69,767.14	\$100,297.05	\$119,013.52	\$143,238.78	\$166,737.95	\$217,472.75	\$363,766.69	\$523,978.32	\$691,341.11	\$903,930.24	\$924,032.79
FY 2009	\$5,978.98	\$31,604.97	\$36,411.72	\$34,168.28	\$36,755.21	\$36,869.62	\$81,443.70	\$194,410.32	\$178,012.59	\$176,315.78	\$191,892.82	\$36,332.99
YTD	\$5,978.98	\$37,583.95	\$73,995.67	\$108,163.95	\$144,919.16	\$181,788.78	\$263,232.48	\$457,642.80	\$635,655.39	\$811,971.17	\$1,003,863.99	\$1,040,196.98
FY 2010	\$32,800.00	\$38,773.70	\$39,381.43	\$61,759.08	\$56,887.02	\$54,858.12	\$42,174.35	\$223,797.16	\$189,376.01	\$176,576.34	\$221,448.63	\$59,190.36
YTD	\$32,800.00	\$71,573.70	\$110,955.13	\$172,714.21	\$229,601.23	\$284,459.35	\$326,633.70	\$550,430.86	\$739,806.87	\$916,383.21	\$1,137,831.84	\$1,197,022.20
FY 2011	\$31,002.86	\$62,982.96	\$26,127.83	\$33,610.96	\$60,913.74	\$74,949.02	\$42,282.39	\$171,246.82	\$139,053.09	\$142,336.03	\$154,287.41	\$27,928.23
YTD	\$31,002.86	\$93,985.82	\$120,113.65	\$153,724.61	\$214,638.35	\$289,587.37	\$331,869.76	\$503,116.58	\$642,169.67	\$784,505.70	\$938,793.11	\$966,721.34
FY 2012	\$64,073.01	\$26,203.38	\$23,181.89	\$42,430.30	\$60,186.45	\$32,954.89	\$47,797.29	\$207,267.40	\$162,805.78	\$182,358.83	\$200,924.87	\$42,673.54
YTD	\$64,073.01	\$90,276.39	\$113,458.28	\$155,888.58	\$216,075.03	\$249,029.92	\$296,827.21	\$504,094.61	\$666,900.39	\$849,259.22	\$1,050,184.09	\$1,092,857.63
FY 2013	\$36,835.14	\$20,863.12	\$45,705.38	\$27,699.69	\$66,674.98	\$48,677.59	\$50,727.81	\$178,549.60	\$163,125.28	\$166,032.40	\$203,817.88	\$21,818.85
YTD	\$36,835.14	\$57,698.26	\$103,403.64	\$131,103.33	\$197,778.31	\$246,455.90	\$297,183.71	\$475,733.31	\$638,858.59	\$804,890.99	\$1,008,708.87	\$1,030,527.72
FY 2014	\$32,785.51	\$20,399.76	\$33,382.63	\$32,521.83	\$42,153.17	\$47,625.85	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,868.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,588.97	\$658,484.77	\$858,587.84	\$1,067,531.84	\$1,299,098.68	\$1,369,944.64
FY 2016	\$37,891.82	\$20,239.04	\$97,742.38	\$25,839.07	\$197,397.64	\$95,985.99	\$224,614.99	\$103,161.00	\$166,682.00	\$180,838.00	\$201,624.53	\$38,366.93
YTD	\$37,891.82	\$58,130.86	\$155,873.24	\$181,712.31	\$379,109.95	\$475,095.94	\$699,710.93	\$802,871.93	\$969,553.93	\$1,150,391.93	\$1,352,016.46	\$1,390,363.39
FY 2017	\$119,909.94	\$55,423.48	\$87,873.13	\$142,357.47	\$41,995.22	\$148,618.10	\$142,636.32	\$187,613.18	\$204,129.97	\$165,451.68	\$208,890.93	\$76,774.96
YTD	\$119,909.94	\$175,333.42	\$263,206.55	\$405,564.02	\$447,559.24	\$596,177.34	\$738,813.66	\$926,426.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,864.17	\$48,702.07	\$58,630.68									
YTD	\$29,864.17	\$78,566.24	\$137,196.92									

Current month GRT collections reflects money generated 2 months prior.

* NOTE: Feb 2007-Sept. 2012: Includes NMFA loan pay deduction- Note starts again Aug 2016

Lodger's Tax

CURRENT RATE = 5%

7/01/04 thru Current the tax rate is 5%; 2/97 thru 6/04 tax rate was 4.5%

LODGERS' TAX

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2007	\$2,598.88	\$3,062.11	\$6,699.35	\$4,995.65	\$2,000.12	\$5,337.46	\$40,954.80	\$41,957.59	\$67,487.55	\$72,949.07	\$9,581.32	\$4,404.89
YTD	\$2,598.88	\$5,660.99	\$12,360.34	\$17,355.99	\$19,356.11	\$24,693.57	\$65,648.37	\$107,605.96	\$175,093.51	\$248,042.58	\$257,623.90	\$262,028.79
FY 2008	\$2,722.84	\$5,440.23	\$4,285.04	\$2,754.53	\$3,901.84	\$577.12	\$51,173.76	\$59,427.24	\$69,853.67	\$77,642.16	\$6,257.25	\$6,805.31
YTD	\$2,722.84	\$8,163.07	\$12,448.11	\$15,202.64	\$19,104.48	\$19,681.60	\$70,855.36	\$130,282.60	\$200,136.27	\$277,778.43	\$284,035.68	\$290,840.99
FY 2009	\$2,308.21	\$17,029.81	\$4,613.37	\$1,998.89	\$2,683.42	\$2,329.41	\$69,821.07	\$48,658.30	\$64,074.56	\$63,514.05	\$2,163.00	\$1,019.51
YTD	\$2,308.21	\$19,338.02	\$23,951.39	\$25,950.28	\$28,633.70	\$30,963.11	\$100,784.18	\$149,442.48	\$213,517.04	\$277,031.09	\$279,194.09	\$280,213.60
FY 2010	\$6,555.17	\$6,692.88	\$6,626.34	\$2,464.04	\$3,071.98	\$3,065.62	\$58,358.23	\$53,226.27	\$63,632.42	\$73,788.32	\$5,154.71	\$2,591.00
YTD	\$6,555.17	\$13,248.05	\$19,874.39	\$22,338.43	\$25,410.41	\$28,476.03	\$86,834.26	\$140,060.53	\$203,692.95	\$277,481.27	\$282,635.98	\$285,226.98
FY 2011	\$3,799.08	\$5,779.40	\$4,203.94	\$4,540.58	\$826.80	\$4,048.19	\$48,139.08	\$38,771.02	\$56,737.62	\$53,736.46	\$1,376.99	\$1,907.76
YTD	\$3,799.08	\$9,578.48	\$13,782.42	\$18,323.00	\$19,149.80	\$23,197.99	\$71,337.07	\$110,108.09	\$166,845.71	\$220,582.17	\$221,959.16	\$223,866.92
FY 2012	\$5,123.77	\$5,559.34	\$7,292.78	\$3,573.23	\$2,125.17	\$25,832.86	\$57,242.46	\$54,829.42	\$66,115.91	\$72,972.48	\$6,978.68	\$4,665.17
YTD	\$5,123.77	\$10,683.11	\$17,975.89	\$21,549.12	\$23,674.29	\$49,507.15	\$106,749.61	\$161,579.03	\$227,694.94	\$300,667.42	\$307,646.10	\$312,311.27
FY 2013	\$3,611.20	\$6,647.21	\$6,362.49	\$6,914.30	\$3,587.06	\$4,412.71	\$41,548.72	\$58,051.35	\$69,819.08	\$65,779.34	\$2,387.53	\$1,223.37
YTD	\$3,611.20	\$10,258.41	\$16,620.90	\$23,535.20	\$27,122.26	\$31,534.97	\$73,083.69	\$131,135.04	\$200,954.12	\$266,733.46	\$269,120.99	\$270,344.36
FY 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,668.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88									
YTD	\$26,463.06	\$40,423.82	\$51,649.70									

Current month LT collections reflects money generated in the previous month.

Aug FY2016 includes \$15K late LT

Sept 2016-Approx \$3,261 is for Late Lodgers Tax

Sept 2016 includes \$10,172 in Late LT for FY2016

July FY2018 includes \$17,455 Late lodgers tax For FY2017

VILLAGE OF TAOS SKI VALLEY

Profit & Loss Prev Year Comparison

July through September 2017

	Jul - Sep 17	Jul - Sep 16	\$ Change	% Change
Ordinary Income/Expense				
Income				
4012 · REVENUE - Combined Water-Sewer	191,095.42	184,194.70	6,900.72	3.8%
4019 · Hold Harmless GRT Revenue	6,689.32	0.00	6,689.32	100.0%
4020 · REVENUE - GRT MUNICIPAL	59,359.85	123,912.65	-64,552.80	-52.1%
4021 · REVENUE - GRT- STATE	49,265.03	101,650.62	-52,385.59	-51.5%
4022 · REVENUE - GRT - ENVIRONMENT	2,431.28	5,016.59	-2,585.31	-51.5%
4023 · REVENUE - GRT - INFRASTRUCTURE	9,725.72	20,067.23	-10,341.51	-51.5%
4027 · REVENUE - OTHER	37,957.87	10.00	37,947.87	379,478.7%
4028 · REVENUE - GASOLINE TAX	1,251.00	1,251.00	0.00	0.0%
4029 · REVENUE - LODGER'S TAX	51,703.70	30,241.44	21,462.26	71.0%
4031 · REVENUE - PARKING FINES	1,000.00	115.00	885.00	769.6%
4034 · REVENUE - MOTOR VEHICLE FEES	4,278.45	3,809.71	468.74	12.3%
4036 · REVENUE - Licenses/Permits	6,899.33	48,761.21	-41,861.88	-85.9%
4037 · REVENUE - GENERAL GRANTS	26,843.00	26,833.00	10.00	0.0%
4040 · REVENUE - WATER CONNECTION FEES	5,586.24	0.00	5,586.24	100.0%
4041 · REVENUE - SEWER CONNECTION FEES	8,054.34	0.00	8,054.34	100.0%
4046 · REVENUE - SOLID WASTE FEE	17,352.31	15,847.78	1,504.53	9.5%
4047 · REVENUE - OTHER OPERATING	3,560.88	25.00	3,535.88	14,143.5%
4049 · REVENUE - FIRE GRANTS	0.00	102,216.00	-102,216.00	-100.0%
4050 · REVENUE - IMPACT FEES	11,884.18	2,903.27	8,980.91	309.3%
4053 · REVENUE - GRT MUN CAP OUTLAY1/4	9,725.72	20,067.23	-10,341.51	-51.5%
4058 · Plan Review Fees	3,190.21	61,178.46	-57,988.25	-94.8%
4059 · Proceed NMFA Issuance of Debt	0.00	951,136.20	-951,136.20	-100.0%
4100 · Miscellaneous Revenues				
4110 · Misc Revenue- TIDD reimburse	1,528.29	0.00	1,528.29	100.0%
Total 4100 · Miscellaneous Revenues	1,528.29	0.00	1,528.29	100.0%
7004 · REVENUE - FINANCE CHARGE ON W/S	276.43	208.95	67.48	32.3%
7005 · REVENUE - INTEREST INCOME	9,184.03	5,659.87	3,524.16	62.3%
7007 · REVENUE - INTEREST IMPACT FEES	51.68	20.94	30.74	146.8%
7010 · REVENUE - AD VALOREM TAX	15,167.34	12,639.39	2,527.95	20.0%
9000 · BEG. BALANCE	0.00	0.00	0.00	0.0%
Total Income	534,061.62	1,717,766.24	-1,183,704.62	-68.9%
Gross Profit	534,061.62	1,717,766.24	-1,183,704.62	-68.9%

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10/04/17

Cash Basis

VILLAGE OF TAOS SKI VALLEY

Profit & Loss Prev Year Comparison

July through September 2017

Expense	Jul - Sep 17	Jul - Sep 16	\$ Change	% Change
6100 · Salary and Benefits				
6112 · SALARIES - STAFF	248,131.46	218,951.99	29,179.47	13.3%
6113 · SALARIES - ELECTED	9,191.49	9,191.49	0.00	0.0%
6121 · WORKER'S COMP INSURANCE	18,389.00	0.00	18,389.00	100.0%
6122 · HEALTH & LIFE INSURANCE	47,968.47	35,902.48	12,065.99	33.6%
6125 · FICA EMPLOYER'S SHARE	19,359.53	17,163.50	2,196.03	12.8%
6126 · WORKMAN'S COMP PERSONAL ASSESS	0.00	73.10	-73.10	-100.0%
6127 · SUTA STATE UNEMPLOYEMENT	177.22	171.84	5.38	3.1%
6128 · PERA Employer Portion	21,634.52	16,722.65	4,911.87	29.4%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	518.00	405.80	112.20	27.7%
Total 6100 · Salary and Benefits	365,369.69	298,582.85	66,786.84	22.4%
6220 · OUTSIDE CONTRACTORS				
6225 · ENGINEERING	114,061.54	171,466.44	-57,404.90	-33.5%
6230 · LEGAL SERVICES	184,909.53	460.22	184,449.31	40,078.5%
6242 · ACCOUNTING	15,115.19	33,936.50	-18,821.31	-55.5%
6244 · AUDIT	468.72	603.69	-134.97	-22.4%
6251 · WATER PURCHASE, STORAGE	3,977.50	0.00	3,977.50	100.0%
6253 · ELECTRICITY	81.36	62.21	19.15	30.8%
6254 · PROPANE	5,641.35	4,629.28	1,012.07	21.9%
6256 · TELEPHONE	0.00	970.36	-970.36	-100.0%
6257 · RENT PAID	3,969.18	3,895.69	73.49	1.9%
6258 · WATER CONSERVATION FEE	576.00	613.48	-37.48	-6.1%
6259 · Natural Gas	58.11	55.47	2.64	4.8%
6270 · LIABILITY & LOSS INSURANCE	129.97	0.00	129.97	100.0%
6311 · Uniforms and Safety Equipment	32,992.35	0.00	32,992.35	100.0%
6312 · CHEMICALS & NON DURABLES	0.00	0.00	0.00	0.0%
6313 · MATERIAL & SUPPLIES	2,407.86	3,034.98	-627.12	-20.7%
6314 · Dues/fees/registration/renewals	23,083.44	36,297.56	-13,214.12	-36.4%
6315 · BANK CHARGES	15,124.91	3,613.38	11,511.53	318.6%
6316 · Software	5.00	0.00	5.00	100.0%
6317 · Personal Protective Equipment	210.25	0.00	210.25	100.0%
6318 · Postage	622.34	0.00	622.34	100.0%
6320 · EQUIPMENT REPAIR & PARTS	599.00	641.17	-42.17	-6.6%
6322 · SMALL EQUIP & TOOL PURCHASES	5,199.69	110.15	5,089.54	4,620.6%
6323 · SYSTEM REPAIR & PARTS	1,878.32	530.48	1,347.84	254.1%
6331 · OUTSIDE TESTING SERVICES	2,424.29	1,868.00	556.29	29.8%
6332 · EQUIPMENT RENTALS	3,178.06	440.29	2,737.77	621.8%
6417 · VEHICLE MAINTENANCE	2,427.42	2,489.66	-62.24	-2.5%
6418 · FUEL EXPENSE	14,164.21	4,722.62	9,441.59	199.9%
6432 · TRAVEL & PER DIEM	8,580.49	1,625.04	6,955.45	428.0%
6434 · TRAINING	3,895.30	8,568.68	-4,673.38	-54.5%
6560 · Payroll Expenses	642.05	4,286.55	-3,644.50	-85.0%
6712 · LAB CHEMICALS & NONDURABLES	0.00	0.00	0.00	0.0%
6716 · LAB TESTING SERVICES	0.00	2,058.04	-2,058.04	-100.0%
	2,466.57	2,701.48	-234.91	-8.7%

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10/04/17

Cash Basis

VILLAGE OF TAOS SKI VALLEY
Profit & Loss Prev Year Comparison
July through September 2017

	Jul - Sep 17	Jul - Sep 16	\$ Change	% Change
6720 · LAB OUTSIDE CONTRACTORS	0.00	0.00	0.00	0.0%
8322 · CAPITAL EXPENDITURES	12,748.28	860,837.60	-848,089.32	-98.5%
8323 · Capital Assets \$1000-\$4999	0.00	1,069.58	-1,069.58	-100.0%
8325 · EQUIPMENT & TOOL PURCHASE	31,444.57	0.00	31,444.57	100.0%
Total Expense	858,452.54	1,450,171.45	-591,718.91	-40.8%
Net Ordinary Income	-324,390.92	267,594.79	-591,985.71	-221.2%
Other Income/Expense				
Other Expense				
9001 · TRANSFER TO FUND	-175,894.27	-248,134.76	72,240.49	29.1%
9002 · TRANSFER FROM FUND	175,894.27	248,134.76	-72,240.49	-29.1%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	-324,390.92	267,594.79	-591,985.71	-221.2%

FY2018 TIDD GRT Distribution

Date	VTSV Increment	State Increment	Admin Fees	Total TIDD	NMFA Offset	VTSV Net Cash Received
1/19/2016	32,967.85	26,339.42	(775.24)	58,532.03		224,614.99
2/15/2016	367,767.33	295,468.00	(5,720.59)	657,514.74		103,161.32
3/16/2016	52,544.37	18,074.14	(609.11)	70,009.40		166,682.00
4/14/2016	154,666.36	122,107.93	(2,387.25)	274,387.04		180,838.00
5/17/2016	233,430.58	187,540.49	(3,631.00)	417,340.07		201,624.53
6/15/2016	10,558.12	8,482.49	(164.24)	18,876.37		38,366.93
TOTAL FY2016	851,934.61	658,012.47	(13,287.43)	1,496,659.65		915,287.77

7/15/2016	227,768.50	180,136.30	(3,518.29)	404,386.51		119,909.94
8/23/2016	129,583.78	102,484.51	(2,001.66)	230,066.63	7,507.77	55,423.48
9/15/2016	127,005.96	100,445.77	(1,961.85)	225,489.88	7,507.77	80,365.36
10/15/2016	174,220.52	137,786.57	(2,691.14)	309,315.95	7,507.77	142,357.47
11/18/2016	-	-	-	-	7,507.77	34,487.45
12/15/2016	103,076.05	81,520.23	(1,592.19)	183,004.09	7,507.77	141,110.33
1/18/2017	142,524.81	112,719.24	(2,201.55)	253,042.50	7,507.77	135,128.55
2/17/2017	15,477.59	12,240.84	(239.08)	27,479.35	7,507.77	180,105.41
3/16/2017	83,359.40	65,926.82	(1,287.82)	147,998.40	7,507.77	196,622.20
4/15/2017	56,296.56	44,523.50	(869.59)	99,950.47	7,507.77	157,943.00
5/16/2017	35,609.26	28,162.46	(550.05)	63,221.67	5,763.47	208,890.93
6/16/2017	133,716.69	105,753.13	(2,065.50)	237,404.32	5,763.47	71,011.49

Chaz-TSVI did not pay Jayne's timely

TOTAL FY17	1,228,639.12	971,699.37	(18,978.72)	2,181,359.77	79,096.87	1,523,355.61
7/15/2017	0.00	0.00	0.00	0.00	5,763.47	24,100.70
8/15/2017	0.00	0.00	0.00	0.00	5,763.47	42,938.60
9/15/2017	1963.78	1553.10	(30.32)	3486.56	5,763.47	52,867.21
TOTAL FY18	1,963.78	1,553.10	(30.32)	3,486.56	17,290.41	119,906.51
TOTAL FY16, FY17 & FY18	2,082,537.51	1,631,264.94	(32,296.47)	3,681,505.98	96,387.28	2,558,549.89

Village Baseline

Month GRT is Generated	Month GRT is Reported to State	Mth GRT is distributed fr State to Entities	Total	State	Village
December	January	February	371,622.37	201,645.53	169,976.84
January	February	March	328,741.64	178,378.07	150,363.57
February	March	April	310,404.18	168,428.01	141,976.17
March	April	May	429,910.95	233,273.42	196,637.53
April	May	June	64,234.89	34,854.41	29,380.48
May	June	July	93,353.53	50,654.43	42,699.09
June	July	August	40,142.02	21,781.41	18,360.61
July	August	September	89,560.14	48,596.11	40,964.03
August	September	October	134,697.23	73,087.89	61,609.34
September	October	November	108,590.92	58,922.38	49,668.54
October	November	December	204,035.98	110,711.70	93,324.28
November	December	January	174,517.70	94,694.82	79,822.88
Total			2,349,811.54	1,275,028.17	1,074,783.36

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Proposed Adjusted System Development and Impact Fees for Parcel G

DATE: October 10, 2017

PRESENTED BY: Mark G. Fratrack, Village Administrator

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

At the August 2017 Council meeting, the council approved a combined required payment for System Development Fees and Impact Fees in the amount of \$541,030.00.

At the September 2017 Council meeting, an adjusted calculation was presented because an error had been made. It was brought to the attention of the village administrator that the TSVI sewer connection credit of \$215,520.00 was not fully applied. Only \$184,236.00 credit was applied from the possible \$215,520.00. It was indicated that TSVI would like to have the full \$215,520.00 credit amount applied against the Sewer System Development fees presently owed.

The full amount due as of the September 2017 council meeting was \$541,030.00 that included a sewer connection credit of \$184,236.00. With the full \$215,520.00 credit applied (an additional \$31,284.00 credit), the total amount now due is \$509,746.00.

	Was	Is Now
	Sewer	Sewer
Blake EQR	111.62	111.62
Less: Pagoda	(8.00)	(8.00)
Net EQR	103.62	103.62
Rate	3,556	3,556
Gross Fee	368,473	368,473
MDA Credit %	25%	25%
MDA Credit \$	(92,118)	(92,118)
Net Fee Due	276,355	276,355
TSVI Existing Cr's	(184,236)	(215,520)
Fee Due	92,119	60,835

(see attached for full breakout)

RECOMMENDATION: Staff recommended TSVI be required to make full payment for the adjusted amount of \$509,746.00.

The Blake Hotel at Taos Ski Valley -- TSVI System Development & Impact Fee Calculation

TSVI's Suggested Credits

System Development			
	Water	Sewer	Total
Blake EQR	111.62	111.62	111.62
Less: Pagoda	(8.00)	(8.00)	(8.00)
Net EQR	103.62	103.62	103.62
Rate	4,416	3,556	7,972
Gross Fee	457,586	368,473	826,059
MDA Credit %	75%	75%	75%
MDA Credit \$	(343,189)	(276,355)	(619,544)
Net Fee Due	114,396	92,118	206,515
TSVI Existing Cr's	(8,478)	(92,118)	(100,596)
Fee Due	105,918	-	105,918

TSVI's Suggested Credits

Impact Fees					
	Roads	Parks & Rec	Gov Facilities	Public Safety	Total
Blake SF	177,081	177,081	177,081	177,081	177,081
Less SF Cr's	(36,209)	(36,209)	(36,209)	(36,209)	-
Net SF	140,872	140,872	140,872	140,872	140,872
Rate	2,4773	0.4118	0.7738	0.7095	4.3724
Gross Fee	348,982	58,011	109,007	99,949	615,949
MDA Credit %	80%	83%	0%	0%	
MDA Credit \$	(279,186)	(47,859)	-	-	(327,045)
Net Fee Due	69,796	10,152	109,007	99,949	288,904
TSVI Existing Cr	-				
Fee Due	69,796	10,152	109,007	99,949	288,904

TSVI Summary

1,442,007	Total Fees
(946,589)	MDA Total Cr
(100,596)	Existing Cr
(1,047,185)	Total Cr
394,822	SubTotal
(400,000)	Pymt to Date
(5,178)	Total Unsettled

VTSV's Suggested Credits

System Development			
	Water	Sewer	Total
Blake EQR	111.62	111.62	111.62
Less: Pagoda	(8.00)	(8.00)	(8.00)
Net EQR	103.62	103.62	103.62
Rate	4,416	3,556	7,972
Gross Fee	457,586	368,473	826,059
MDA Credit %	25%	25%	25%
MDA Credit \$	(114,396)	(92,118)	(206,515)
Net Fee Due	343,189	276,355	619,544
TSVI Existing Cr's	(8,478)	(215,520)	(223,998)
Fee Due	334,711	60,835	395,546

VTSV's Suggested Credits

Impact Fees					
	Roads	Parks & Rec	Gov Facilities	Public Safety	Total
Blake SF	177,081	177,081	177,081	177,081	177,081
Less SF Cr's	(36,209)	(36,209)	(36,209)	(36,209)	(36,209)
Net SF	140,872	140,872	140,872	140,872	140,872
Rate	2,4773	0.4118	0.7738	0.7095	4.3724
Gross Fee	348,982	58,011	109,007	99,949	615,949
MDA Credit %	25.0%	25%	0%	0%	
MDA Credit \$	(87,246)	(14,503)	-	-	(101,748)
Net Fee Due	261,737	43,508	109,007	99,949	514,200
TSVI Existing Cr	-				
Fee Due	261,737	43,508	109,007	99,949	514,200

VTSV Summary

1,442,007	Total Fees
(308,263)	25% MDA Cr
(223,998)	Existing Cr
(532,261)	Total Cr
909,746	SubTotal
(400,000)	Pymt to Date
509,746	Total Unsettled

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve a Professional Services Contract with FEI Engineers, Inc. to draft a new Request for Proposal (RFP) for the Kachina Water Tank project.

DATE: October 10, 2017

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The council has directed staff to work with FEI Engineers, Inc. to draft a new RFP to hire a contractor for the adjusted scope of the Kachina Water Tank project, to fit in the original easement boundaries. The new contract with FEI Engineer totaling \$31,020.00 plus GRT tax is to accomplish this task. Please see the contract attached which will be known as exhibit A. It should be noted that the amount of the contract was not included in the original FY2018 budget that was submitted in July of 2017, and may generate a Budget Adjustment Request (BAR) later in the fiscal year.

RECOMMENDATION: Staff recommends authorization and approval of the contract with FEI Engineers, Inc. for the Kachina Water Tank for FY 2018.



VILLAGE OF TAOS SKI VALLEY PROFESSIONAL SERVICE CONTRACT

This contract is hereby made and entered into by and between the **Village of Taos Ski Valley**, a New Mexico Municipality (hereinafter "VILLAGE") and FEI Engineers, Inc., general engineering services contractor, (hereinafter "CONSULTANT") effective on this 5th day of September 20 17.

WHEREAS, the VILLAGE has found it necessary and desirable to retain the services of CONSULTANT to provide the services as identified herein; and

WHEREAS, the CONSULTANT 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:

- A. Revise the design so that the tank project fits with the original easement boundaries. This includes the storage tank itself and all associated structures including waterlines, drain lines, the valve vault, and the access road. The design will abide by the language of the existing easement agreement and will require no variances. The tank itself is currently designed within the property boundary and will require no change. The major design changes will include:
 - a. Rerouting the drain/overflow pipe into the road and utility easement corridor,
 - b. Eliminating the vehicle turnaround area,
 - c. Slight revisions to the road alignment to exactly match the original easement alignment, and
 - d. Grading revisions to the road spur, drainage conveyance, and tank cover to fit within the easement boundaries.
 - e. FEI anticipates that no changes to the structural design of the tank will be required and that minor electrical changes may be needed.

- B. A copy of the proposal dated August 22, 2017 is attached as an exhibit.

Said services shall be in accordance with, and meet professional engineering standards established nationally by the engineering profession.

- C. Services will be performed at, or within the Village of Taos Ski Valley limits.

- D. Performance Measures/Deliverables. CONSULTANT will provide the Village with the following specific deliverables and/or shall perform in accordance with the following specific performance measures: (this will be dependent on and agreed upon for each project or service provided).

2. Contact Person, Address & Phone.

A. CONSULTANT'S contact person for this contract is: Patrick J. O'Brien, P.E

B. The address and phone number is: FEI Engineers, Inc.
1485 Florida Road #206C
Durango, CO 81301
Phone: 970-247-0724
Email: patrick.obrien@feiengineers.com

3. Term. This contract shall terminate the 30th day of June 20 18 unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

Consultant should not begin work under this Contract before this Contract is signed by both parties and should not continue work after the Contract terminates unless the Contract has been amended in writing to extend the term. The VILLAGE is not required to pay CONSULTANT under this Contract for any work performed before the Contract is entered into or after it has terminated.

4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONSULTANT. Pursuant to the New Mexico Procurement Code, NMSA 1978, Section 13-1-150, no professional services contract, including any renewals or extensions, may exceed a total period of four years (subject to exceptions stated in the statute).

5. Compensation.

- A. This Kachina Tank Updated Final Design and Rebidding Phase task order will be established for one year; the Kachina Tank Updated Final Design and Rebidding Phase task shall not exceed \$ 31,020.00. This task order will be utilized and can be billed for miscellaneous projects or services.
- B. NOT USED.
- C. The total amount payable to the CONSULTANT under this Contract, for each task order initiated will include gross receipts tax and any expenses agreed to. Amounts or percentages on task orders are maximums and are not a promise that the VILLAGE will assign work valued at that amount to CONSULTANT under this Contract. CONSULTANT shall be paid only for work assigned by the VILLAGE and satisfactorily completed by the CONSULTANT.
- D. Each Task Order will be calculated as such: Maximum Contract amount excluding gross receipts tax (GRT), plus the maximum payable GRT amount (GRT rate of 5.125 %), equals the total maximum contract amount including taxes at the above rate and any expenses (negotiated and agreed upon by both parties). NOTE: If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.
- E. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.
- F. CONSULTANT must submit a detailed [monthly or other interval] statement accounting for all services performed and expenses incurred. If the VILLAGE finds that the services or expenses are not acceptable, within thirty days after the date of receipt of the written statement from the Consultant requesting payment, it shall provide the CONSULTANT a letter of exception explaining the defect or objection and outlining steps the CONSULTANT may take to provide

remedial action. Upon certification by the VILLAGE that the services have been received and accepted, payment shall be tendered to the CONSULTANT within thirty days after the VILLAGE'S acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The VILLAGE shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

- G. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation, or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.
6. Release. CONSULTANT agrees that, upon final payment of the amount due under this contract, CONSULTANT releases the VILLAGE and its officials, employees and agents from all liabilities, claims, and/or obligations whatsoever arising from, or under, this contract.
7. Deliverables. CONSULTANT shall deliver, to the VILLAGE, any "deliverables" included within Paragraph 1.C of this contract (or Attachment A) no later than the earlier of the submission of CONSULTANT's final bill or the termination of this Contract, except that if an earlier time is stated in Paragraph 1.C or Attachment A, then the deliverables will be submitted by that time.
8. Appropriations and authorization. This contract is contingent upon there being sufficient appropriations available for payment and sufficient legal authorization for its performance. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. 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 CONSULTANT shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination.
- A. This contract may be terminated at will, by either party, with or without cause upon 30 days written notice to the other party. Such written notice shall be delivered or mailed (certified mail, return receipt) to the other party. The VILLAGE's sole liability upon such termination shall be to pay for acceptable work performed prior to the CONSULTANT's receipt of the notice of termination or the CONSULTANT's sending a notice of termination to the VILLAGE. If notified of termination, CONSULTANT shall immediately cease performing services and deliver, to VILLAGE, any work completed or in progress. If CONSULTANT terminates this contract, notice of termination shall include CONSULTANT's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination. Notwithstanding the foregoing, the VILLAGE may terminate this Contract immediately at any time it concludes that CONSULTANT is unable to perform under this Contract. **This Paragraph is not exclusive and does not waive the VILLAGE's other rights and remedies in the event that CONSULTANT defaults or breaches this Contract.**
- B. Termination Management. Immediately upon receipt by either the VILLAGE or the CONSULTANT of notice of termination of this Contract, the CONSULTANT shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the VILLAGE; 2) comply with all directives issued by the VILLAGE in the notice of termination as to the performance of work under this Contract; and 3) take such action as the VILLAGE shall direct for the protection, preservation, retention or transfer of all property titled to the VILLAGE and records generated under this Contract.
- C. The VILLAGE may suspend work under this Contract for any reason the VILLAGE in its sole

discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. Notice of Suspension shall be made or confirmed in writing, which shall be hand-delivered or mailed certified mail, return receipt requested, to CONSULTANT. Immediately upon receipt of notice of contract suspension, CONSULTANT shall cease work pursuant to the Contract and await further instructions from the VILLAGE except that, with the VILLAGE's permission which shall not be unreasonably denied, the CONSULTANT may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the VILLAGE's, the CONSULTANT's, any subcontractor of consultant's, or the public's personnel or property. In the event that the CONSULTANT, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the VILLAGE and the parties shall in good faith attempt to agree on what additional work is reasonably required under the circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.

11. Conflict of Interest. CONSULTANT 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 the performance of services under this Contract. This warranty includes Consultant's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Village of Taos Ski Valley Purchasing Policy Part XXIII or any replacement provisions.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE, unless otherwise agreed by the parties, and CONSULTANT shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) modify this provision with respect to certain documents produced by architects, engineers, landscape architects and surveyors. Further, CONSULTANT shall not apply for, in its name or otherwise, for any copyright, patent or other intellectual property right for work produced under this Contract and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE. Any unauthorized reuse of the Consultant's instruments of services (work product) will be at the Village's sole risk and without liability to the Consultant.
13. Status of Consultant. CONSULTANT acknowledges that it is an independent contractor and as such either the Consultant, 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.
14. Non-Agency. CONSULTANT agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONSULTANT has express written approval and then only within the limits of that express authority.
15. Confidentiality. Any information learned, given to, or developed by CONSULTANT in the performance of this contract that is of a confidential nature 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.
16. Worker's Compensation. CONSULTANT acknowledges that neither it, its employees, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy. The CONSULTANT agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONSULTANT fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the VILLAGE.

17. Taxes. CONSULTANT acknowledges that it, and it alone, shall be liable for and shall pay to the State Department of Taxation and Revenue 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 to the State. CONSULTANT also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
18. Records-Audit. CONSULTANT 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, CONSULTANT 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.
19. Indemnification. The Consultant shall indemnify and hold harmless the VILLAGE from costs, damages, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement to the extent caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Consultant resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify in writing the legal counsel of the VILLAGE and the Self Insurers Fund of the New Mexico Municipal League.
20. Assignment & Subcontracting. CONSULTANT 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.
21. Non-Discrimination. CONSULTANT 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.
22. Ethical Considerations. CONSULTANT shall abide by Consultant's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by its profession. Failure of any owner, partner, or major employee employed by CONSULTANT to remain in good standing shall immediately render this contract voidable at the sole discretion of the VILLAGE, and, if declared voidable, all obligations of the VILLAGE to perform hereunder shall be nullified.
23. Required Liability Insurance. CONSULTANT shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended) naming VILLAGE as an additional insured.
24. Default by Consultant. In the event that CONSULTANT defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to terminate the contract or issued to CONSULTANT a notice to cure as set forth in the following paragraph.
25. Efforts to Cure. If the VILLAGE elects to provide the CONSULTANT with notice to cure any deficiency or defect, the CONSULTANT may have the time specified in the written "Notice to Cure." Failure by the CONSULTANT to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract.

26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is unlawful or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Consequential Damages. Notwithstanding any other provision of this Contract, and to the fullest extent permitted by law, neither the Village nor the Consultant, their respective officers, directors, partners, employees, contractors or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Contract. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Village and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
28. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subcontractors, vendors, and other entities involved in this Project to carry out the intent of this provision.
29. Standard of Care. In providing services under this Contract, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
30. Entire 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.
31. 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.
32. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONSULTANT to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise hereby prohibited and violate criminal laws of New Mexico.
33. Authority to Sign. If Consultant is other than a natural person, the individual(s) signing this Agreement on behalf of Consultant represents and warrants that he or she has the power and authority to bind Consultant, and that no further action, resolution, or approval from Consultant is necessary to enter into a binding contract.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date last written below.

CONSULTANT: FEI Engineers, Inc.



Consultant Signature

Patrick O'Brien

Printed Name

Principal

Title

03-321753-00-0

Contractor's GRT/CRS Number

27-0070513

Contractor's Federal Tax ID No

VILLAGE OF TAOS SKI VALLEY



Village Signature


Neal King

Printed Name

Mayor


Title

Attested to by:



Ann M. Wooldridge, Village Clerk

Administrative Approval:



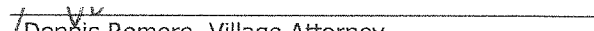
Mark Frattrick, Village Administrator

Accounting Approval:



Nancy Grabowski Finance Director

Legal Form Approved by:



Dennis Romero, Village Attorney



Water & Wastewater
Engineering Services

August 22, 2017

Village of Taos Ski Valley
Attn: Mark Fratrack
7 Firehouse Road, PO Box 100
Village of Taos Ski Valley, NM 87525

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW): Mark Fratrack (mfratrack@vtsv.org)

**RE: Professional Engineering Services Proposal Village of Taos Ski Valley –
Original Easement Orientation: Updated Final Design & Re-Bidding Phase for the
Kachina Water Tank**

Dear Mr. Fratrack:

FEI Engineers, Inc. (FEI) is pleased to submit our professional engineering services proposal to the Village of Taos Ski Valley (VTSV) for the Original Easement Orientation of the Kachina Water Tank Updated Final Design Phase and Re-Bidding Phase. We appreciate the continued opportunity to work with you.

Below is a summary of our understanding of the project and its objectives, followed by the proposed scope of services, exclusions, information to be provided by VTSV, project schedule, and fee estimate.

PROJECT UNDERSTANDING

It is our understanding that the VTSV would like to update the design the Kachina Water Storage Tank within the original easement and re-bid the project.

PROJECT OBJECTIVES

The goal is to revise the design so that the tank project fits within the boundaries of the original easement agreement. This includes the storage tank itself and all associated structures including waterlines, drain lines, the valve vault, and the access road. The design will abide by the language of the existing easement agreement and will require no variances. The tank itself is currently designed within the property boundary and will require no change. The major design changes will include:

- Rerouting the drain/overflow pipe into the road and utility easement corridor,
- Eliminating the vehicle turnaround area,
- Slight revisions to the road alignment to exactly match the original easement alignment, and
- Grading revisions to the road spur, drainage conveyance, and tank cover to fit within the easement boundaries.

FEI anticipates that no changes to the structural design of the tank will be required and that minor electrical changes may be needed.

SCOPE OF SERVICES

PROJECT PLANNING PHASE

We FEI will conduct a conference call kick-off meeting to review the scope of services, and provide an opportunity for the VTSV staff to provide input regarding the goals and objectives for the project. This meeting will be used to finalize the project schedule, task priorities, and identify the lines of communication.

The meeting agenda and supporting documents will be emailed a minimum of two working days before the meeting; the meeting notes will be completed within one week after the meeting.

FINAL DESIGN PHASE

FEI will complete the final design phase and submit to the VTSV and NMED for review and approval. FEI will also provide status updates and progress sets to TSVI, perform one onsite meeting with TSVI and VTSV, and advertise and manage a fall site walk for prospective contractors. The final design phase services will include: final engineering required to complete the final drawings, final drawings, technical specifications, a NMED Approval Package, and an updated estimate of probable construction cost. Items to be incorporated into the final design are include:

- Final piping and instrumentation diagram
- Final process flow diagram
- Final general arrangement drawing and sections
- Final structural drawings
- Final piping improvements layouts and sections
- Final electrical drawings
- Final estimate of probable construction cost

Deliverables

- Updated Contract Drawings
- Updated Technical Specifications
- Updated Project Manual: EJCDC format (Division 0)
- Updated NMED Approval Package

BID PHASE

FEI will oversee the bid process including advertisement, facilitation of the pre-bid site walk, answering bidders' questions, and reviewing bids.

EXCLUSIONS

The following services, including those which are not considered normal or customary Basic Services, are not included in the Scope of Services.

- Construction Phase Services (outstanding within the original Kachina budget and scope of work)
- Additional meetings or conference calls with TSVI.

INFORMATION TO BE PROVIDED BY VTSV

The following data/information is to be provided by the VTSV if available:

1. Information related to the original easement and legal interpretation of the easement language as needed.

SCHEDULE

A preliminary project schedule is included for your review.

COMPENSATION

The estimated compensation for performing the Scope of Services as identified herein is on a time and material basis (T&M) not-to-exceed fee of \$31,020. FEI will submit progress invoices based on actual labor hours expended and reimbursable expenses. Additional services can be provided upon request and mutual agreement.

If this Proposal is acceptable to you, we will develop a task order and attached this proposal for execution.

If you have any questions, please contact Patrick O'Brien or Kelly Fearney at (970) 247-0724.

Sincerely,
FEI ENGINEERS



Patrick O'Brien, PE, PMP
Principal

FEI ENGINEERS



Kelly Fearney, PE
Senior Engineer

Encl.: FEI Fee Estimate
2017 Rate Sheet
Preliminary Schedule



Village of Taos Ski Valley Kachina Water Storage Tank
Final Design Phase & Bid Phase Services

August 22, 2017

ACTIVITY TYPE / TASK	RESOURCE TYPE	RESOURCE	TOTAL HOURS	RESOURCE HOURS / UNITS	BILLING RATE	CONTRACT
VTSV Kachina Final Design & Bid Phase			211.5	211.5		\$31,020
1 - Project Planning Phase			7.5	7.5		\$1,650
Labor	Principal Engineer	Patrick J. O'Brien		3.0	185	\$555
1.2 Development of PM Plan; Prep for Kick-Off Meeting				1.0		
1.3 Kick-Off Meeting				1.0		
1.4 Meeting Notes & Distribution				1.0		
Labor	Senior Engineer	Kelly A. Fearney		2.5	150	\$375
1.2 Development of PM Plan; Prep for Kick-Off Meeting				0.5		
1.3 Kick-Off Meeting				1.0		
1.4 Meeting Notes & Distribution				1.0		
Labor	Senior Admin Services	Heather L. Harris		2.0	85	\$170
1.2 Development of PM Plan; Prep for Kick-Off Meeting				1.0		
1.4 Meeting Notes & Distribution				1.0		
Expense						\$550
2 - Final Design Phase			118.0	118.0		\$17,190
Labor	Senior Engineer	Kelly A. Fearney		74.0	150	\$11,100
2.1 Project Management				2.0		
2.2 Final Engineering				16.0		
2.3 Final Drawings				8.0		
2.4 Final Technical Specifications & Project Manual				7.0		
2.5 Final Estimate of Probable Construction Cost				1.0		
2.6 Submit Final Design for Review				1.0		
2.9 Design Review Meeting (Onsite with VTSV & TSVI) & Notes				12.0		
2.10 Update Final Design & Project Manual				4.0		
2.11 Advertise Site Walk				2.0		
2.12 Fall Site Walk				8.0		
2.13 Submit Final Design to NMED				3.0		
2.15 Receive NMED Comments				1.0		
2.16 Address NMED Comments & Resubmit				4.0		
2.19 Final Bid Package				4.0		
2.20 Submit Bid Package to Village				1.0		
Labor	Principal Engineer	Nicholas E. Toussaint		5.0	185	\$925
2.3 Final Drawings				3.0		
2.4 Final Technical Specifications & Project Manual				2.0		
Labor	Principal Engineer	Patrick J. O'Brien		7.0	185	\$1,295
2.3 Final Drawings				1.0		
2.4 Final Technical Specifications & Project Manual				1.0		
2.5 Final Estimate of Probable Construction Cost				1.0		
2.9 Design Review Meeting (Onsite with VTSV & TSVI)				4.0		
Labor	Senior Designer	Keith P. Rindt		24.0	110	\$2,640
2.3 Final Drawings				24.0		
Labor	Senior Admin Services	Heather L. Harris		8.0	85	\$680
2.4 Final Technical Specifications & Project Manual				4.0		
2.11 Advertise Site Walk				2.0		
2.19 Final Bid Package				2.0		
Expense						\$550
3 - Bid Phase			86.0	86.0		\$12,180
Labor	Principal Engineer	Patrick J. O'Brien		8.0	185	\$1,480
3.4 Address Questions				6.0		



Village of Taos Ski Valley Kachina Water Storage Tank
Final Design Phase & Bid Phase Services

August 22, 2017

ACTIVITY TYPE / TASK	RESOURCE TYPE	RESOURCE	TOTAL HOURS	RESOURCE HOURS / UNITS	BILLING RATE	CONTRACT
3.6 Evaluate Bids & Make Recommendation of Award				2.0		
Labor	Principal Engineer	Nicholas E. Toussaint		3.0	185	\$555
3.4 Address Questions				3.0		
Labor	Senior Engineer	Kelly A. Fearney		58.0	150	\$8,700
3.3 Pre-Bid Onsite Meeting				8.0		
3.4 Address Questions				32.0		
3.6 Evaluate Bids & Make Recommendation of Award				18.0		
Labor	Senior Admin Services	Heather L. Harris		17.0	85	\$1,445
3.4 Address Questions				12.0		
3.6 Evaluate Bids & Make Recommendation of Award				5.0		



2017 RATE SCHEDULE

Personnel	Rate per Hour, \$
Principal Engineer	185
Senior Project Manager	165
Senior Electrical / Controls Engineer	165
Discipline Lead	165
Project Manager	155
Senior Engineer	150
Project Engineer II	135
Project Engineer I	125
Engineer III	118
Engineer II	115
Engineer I	110
Senior Resident Project Representative	120
Resident Project Representative	110
Senior Designer	110
CAD Designer	85
CAD Technician	75
Funding/Planning Specialist	90
Administrative	85

** 2017 FEI billing rates effective 1/1/2017.*

Reimbursable Expenses Schedule

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Incidental expenses such as miscellaneous copying, telephone service and computer equipment are included in the FEI Engineers fee. Reimbursable (direct) expenses may include, but are not limited to:

- Additional outside professional services provided beyond those stipulated in the scope of work;
- Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work;
- Postage, courier fees, and shipping;
- Project vehicle mileage (which will be charged at the current IRS rate);
- Owner-approved, project-related purchases;
- Project business meals and lodging;
- Resident project engineer equipment and rental; and
- Printed Photos.

These direct expenses will be invoiced along with monthly labor Costs.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	
0		Kachina Final Design & Bid Phase Schedule 08 18 17	124 days	Wed 8/23/17	Mon 2/12/18			
1		1 Project Planning Phase	6 days	Wed 8/23/17	Wed 8/30/17			
2		1.1 Decision to Proceed	0 days	Wed 8/23/17	Wed 8/23/17			Decision to Proceed 8/23
3		1.2 Development PM Plan; Prep for Kick-off Meeting	3 days	Wed 8/23/17	Fri 8/25/17	2		
4		1.3 Kickoff Meeting	0 days	Fri 8/25/17	Fri 8/25/17	3		Kickoff Meeting 8/25
5		1.4 Meeting Notes and Distribution	3 days	Mon 8/28/17	Wed 8/30/17	4		
6		2 Final Design Phase	70 days	Thu 8/31/17	Wed 12/6/17			
7		2.1 Project Management	70 days	Thu 8/31/17	Wed 12/6/17	5		
8		2.2 Final Engineering	5 days	Thu 8/31/17	Wed 9/6/17	5		
9		2.3 Final Drawings	10 days	Thu 9/7/17	Wed 9/20/17	8		
10		2.4 Final Technical Specifications & Project Manual	10 days	Thu 9/7/17	Wed 9/20/17	8		
11		2.5 Final Estimate of Probable Cost	3 days	Thu 9/7/17	Mon 9/11/17	8		
12		2.6 Submit Final Design for Review	0 days	Wed 9/20/17	Wed 9/20/17	9,10,11		Submit Final Design for Review 9/20
13		2.7 Village Review and Comment Period	5 days	Thu 9/21/17	Wed 9/27/17	12		
14		2.8 Coordination with TSVI	5 days	Thu 9/28/17	Wed 10/4/17	13		
15		2.9 Design Review Meeting (Onsite with VTSV & TSVI)	0 days	Wed 10/4/17	Wed 10/4/17	14		Meeting (Onsite with VTSV & TSVI) 10/4
16		2.10 Update Final Design & Project Manual	10 days	Thu 10/5/17	Wed 10/18/17	15		
17		2.11 Advertise Site Walk	10 days	Thu 10/5/17	Wed 10/18/17	15		
18		2.12 Fall Site Walk for Prospective Contractors	0 days	Wed 10/18/17	Wed 10/18/17	17		Fall Site Walk for Prospective Contractors 10/18
19		2.13 Submit Final Design to NMED	0 days	Wed 10/18/17	Wed 10/18/17	16		Submit Final Design to NMED 10/18
20		2.14 NMED Review Period	15 days	Thu 10/19/17	Wed 11/8/17	19		
21		2.15 Receive NMED Comments	0 days	Wed 11/8/17	Wed 11/8/17	20		Receive NMED Comments 11/8
22		2.16 Address NMED Comments & Resubmit	5 days	Thu 11/9/17	Wed 11/15/17	21		
23		2.17 NMED Review Period	10 days	Thu 11/16/17	Wed 11/29/17	22		
24		2.18 NMED Approval	0 days	Wed 11/29/17	Wed 11/29/17	23		NMED Approval 11/29
25		2.19 Final Bid Package	5 days	Thu 11/30/17	Wed 12/6/17	24		
26		2.20 Submit Bid Package to Village	0 days	Wed 12/6/17	Wed 12/6/17	25		Submit Bid Package to Village 12/6
27		3 Bid Phase	26 days	Mon 1/8/18	Mon 2/12/18			
28		3.1 Begin Advertisement	0 days	Mon 1/8/18	Mon 1/8/18	26		Begin Advertisement 1/8
29		3.2 Advertisement Period	15 days	Tue 1/9/18	Mon 1/29/18	28		
30		3.3 Pre-Bid Onsite Meeting	0 days	Mon 1/29/18	Mon 1/29/18	29		Pre-Bid Onsite Meeting 1/29
31		3.4 Address Questions	5 days	Tue 1/30/18	Mon 2/5/18	30		
32		3.5 Bid Deadline	0 days	Mon 2/5/18	Mon 2/5/18	31		Bid Deadline 2/5
33		3.6 Evaluate Bids and Make Recommendation of Award	5 days	Tue 2/6/18	Mon 2/12/18	32		
34		3.7 Notice of Award	0 days	Mon 2/12/18	Mon 2/12/18	33		Notice of Award 2/12

Project: Kachina Final Design & Bid Phase Schedule 08 18 17
Date: Tue 8/22/17

Task

Split Milestone Summary Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

VILLAGE OF TAOS SKI VALLEY

Village Council Agenda Item

AGENDA ITEM TITLE: Consideration to Approve a Contract between the Village of Taos Ski Valley and Kit Carson Electric Cooperative for Installation and Transfer of Ownership of Electric Installation Line as Contribution in Aid of Construction

DATE: October 10, 2017

PRESENTED BY: Mark Fratrack and Dennis Romero

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

Taos Ski Valley, Inc. and Kit Carson Electric Cooperative have coordinated the installation of an electric line running the length of Twining Canyon within the trench along State Highway 150. TSVI has paid the initial construction and installation costs. As part of the Master Development Agreement between TSVI and the Village, it is the intention of the parties that TSVI dedicate the electric utility line within the trench to the Village. The Village will then immediately assign and transfer its ownership of the utility lines to KCEC. Upon transfer, KCEC will own, operate and maintain the electric facilities.

Part of the purpose of this agreement is to document the estimated value that the Village is receiving in exchange for transferring its temporary ownership of the electric facilities. To remain in compliance with the Anti-Donation Clause of the New Mexico Constitution, the Village must receive value in exchange for transferring ownership of any asset. In this instance, the value is stated as “reduction of the danger of widespread destruction of property [presently] posed by the overhead electric transmission power lines that the Upgrade Project will replace with underground electric transmission lines.”

The chain of transfer from TSVI to the Village and then to KCEC will also provide TSVI with qualification for reimbursement of certain project costs through the TIDD.

RECOMMENDATION: Staff recommends approval and authorization to execute and enter into Contract Agreement with KCEC for Installation of Underground Electric Distribution Line.

KIT CARSON ELECTRIC COOPERATIVE, INC.
118 Cruz Alta Road, PO Box 578
Taos, NM 87571

Contract Agreement for Installation of Underground Electric Distribution Line
(KCEC Electric Rate No. __)

THIS AGREEMENT FOR Contribution in Aid of Construction ("Contract") is made effective the ____ day of _____, 2017, between Kit Carson Electric Cooperative, Inc. (hereinafter referred to as "KCEC") and the Village of Taos Ski Valley, a New Mexico municipality, with its principal offices located at _____, New Mexico (hereinafter referred to as "Village" or "VTSV"), collectively known as the "Parties" and each individually as a "Party".

The Village requests that KCEC provide it electric distribution services and KCEC provides electric utility service, and will provide these services to VTSV, subject to and upon the terms and conditions set forth in this Contract, and in accordance with KCEC's published applicable electric service rate tariffs, and consistent with Good Utility Practice and reasonable engineering practices and standards.

Project Description:

The Village and Taos Ski Valley, Inc., a New Mexico corporation ("TSV, Inc.") and an affiliate of Twining Development, LLC, a Delaware limited liability with its principal place of business in the Village ("Twining" and, together with TSV, Inc., "TSVI"), jointly requested upgraded underground electric service for the Village, its business occupants, including, without limitation, TSVI and its residents as part of KCEC's electric distribution system (the "Upgrade Project") to the Village, including lots located within the U.S. Forest Service ("USFS") land adjacent to the Village and controlled by TSV, Inc., pursuant to its permit with the USFS (collectively, the "Service Area").

The Village has requested the Upgrade Project for the purpose of reducing the threat of wildfire to the Village for the protection of its commercial occupants and residents, public and private property, and consequent impacts on Village property tax, gross receipts tax, and lodger's tax revenues ("Village Tax Revenues"). The Village formed the Village of Taos Ski Valley Tax Increment Development District (the "TIDD"), in part, to finance a portion of the Upgrade Project, which is among the improvement projects included in the TIDD Plan.

Twining obtained a permit issued by the New Mexico Department of Transportation (the "NMDOT Permit") naming Twining as permittee for purposes of constructing the joint utility trench in which electrical, fiber optic and natural gas utility lines and equipment will be installed (the "Highway 150 Underground Trench"). See **Appendix A** attached hereto. The Parties intend that TSVI, pursuant to the TIDD Plan, will be responsible for the cost of constructing the Highway 150 Underground Trench and the installation of underground trunk line, and will contract for construction and installation of the trunk line; and that, upon completion, the conveyance of the trunk line and associated equipment and facilities to KCEC shall constitute the combined contribution in aid of construction (the "CIAC") by the Village and TSVI required by KCEC in connection with the extension of underground electric service to the Village and TSVI.

The Village and the TVSI have entered into the MDA pursuant to and in accordance with the Tax Increment for Development Act, NMSA 1978 §§ 5-15-1 through 5-15-28, (the "TIDD Act"), for the purpose of revitalizing the Village through the construction of various public infrastructure improvements which, pursuant to NMSA 1978 §§ 5-15-1 through 5-15-28, as amended, include electric generation, transmission and distribution facilities, and include broadband equipment. As authorized by the TIDD Act, the MDA provides for reimbursement to TSVI for costs incurred by it in constructing specified improvements following the dedication or other transfer of the improvements to the VTSV.

Twining has caused the construction of the Highway 150 Underground Trench to be completed at its cost, other than the installation of electrical conductor and certain other equipment and materials required for the transmission of electricity, and has transferred its interest therein to TSVI. The Parties anticipate that, of the amounts advanced by TVSI for the infrastructure improvements, \$3,000,000 plus interest will be reimbursed by the TIDD pursuant to the MDA, and that pursuant to the MDA, TVSI shall dedicate its interest in the infrastructure improvements to the Village. Immediately thereafter the Village shall assign and transfer the infrastructure facilities to KCEC in satisfaction of the obligations of VTSV and TSVI to provide the combined CIAC. KCEC shall procure, pay for and install the electrical conductor and certain other equipment and materials required for the transmission of electricity and have the underground service available for use by October 31, 2017 weather permitting.

The TIDD Plan approved by the Village estimates that the Village Tax Revenues generated between 2017 to 2042, which is anticipated period during over which the TIDD will reimburse Twining and/or TSVI for costs incurred in constructing the improvements included in the TIDD Plan, including the Upgrade Project, are \$76,294,000, and that the present value of those Village Tax Revenues is \$42,053,000. See **Appendix B** attached hereto. By greatly reducing the danger of widespread destruction of property posed by the overhead electric transmission lines that the Upgrade Project will replace with underground electric transmission lines, the Upgrade Project and the Village CIAC will result in substantial protection to public and private property within the Village, its commercial occupants and residents, and Village Tax Revenues.

THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Conveyance of Ownership

Upon acceptance by the Village of TSVI's dedication of its right, title and interest in the Upgrade Project improvements, the Village shall assign and transfer the Upgrade Project to KCEC, as is, without warranty for future repair or maintenance by the Village, to the point of demarcation defined in **Appendix C** hereto, which assignment and transfer shall constitute the Village CIAC. From and after the date on which the Village CIAC is delivered to KCEC, KCEC will own, operate and maintain the facilities comprising the Upgrade Project. Upon execution of this Contract, the Village shall execute the instrument assigning its right, title and interest in the Upgrade Project, in the form approved by the Village in formal action taken by the Village on September 12, 2017 (the "Village Instrument").

Upon delivery of the Village Instrument to KCEC, the facilities comprising the Upgrade Project shall be and remain the property of KCEC, and KCEC shall, subject to the terms and conditions of this Contract, assume full responsibility for future operations and maintenance of those facilities.

2. Easements and Rights of Way; As-Built Drawings

To the extent not already provided by TSVI, the Village shall provide as-built drawings of the completed Highway 150 Underground Trench, including all utility easements and locate lot lines as reasonably required under the NMDOT Permit and KCEC.

3. Membership and Billing

VTSV will continue its current membership and under its current electric service billing tariff, with the appropriate service charges, etc. Electric distribution service hereunder shall be alternating current, three-phase, sixty cycles, 14.4/24.9 kilovolts ("kV").

4. Successors and Assigns

This Contract is binding upon and insures to the benefits of the parties, their heirs, personal representatives, successors and assigns.

5. Entire Agreement

This Contract, together with the Exhibits attached hereto, constitutes the entire agreement between the Parties concerning the matters addressed in this Contract, and there are no other oral or written agreements relating to such matters. This Contract shall at all times be subject to such changes as shall be ordered from time to time by any legally constituted regulatory body having jurisdiction over the Parties or services provided hereunder to require such changes.

6. Captions or Headings

The headings appearing at the beginning of each section are all inserted and included solely for convenience and shall never be considered or given any effect in construing this Contract, or any provision or provisions hereof, or in connection with determining the duties, obligations, or liabilities of the parties or in ascertaining intent, if any question of intent should arise.

7. Indemnity

The TSVI CIAC Agreement provides that TSVI shall indemnify and hold KCEC and, its parent(s), subsidiaries, affiliates, directors, officers, employees and agents harmless from and against from and against any and all claims, actions, suits or proceedings of any kind arising because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the services performed under the TSVI CIAC Agreement. Nothing therein or herein shall be construed as obligating the Village to indemnify KCEC in connection with the Village CIAC. This provision shall survive termination of this Contract.

Nothing contained in this Section 7 shall be construed as relieving or releasing any Party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its officers, directors, employees, or agents, and in the event of concurrent negligence by the Parties, there shall be contribution based upon the comparative negligence of the Parties. To the extent, if at all, NMSA 1978 §56-7-1 *et seq.*, as amended, is applicable to any indemnity provision in this Contract, any agreement to indemnify, hold harmless, insure (including a requirement to name the

8. Confidentiality

Notwithstanding the foregoing, to the extent that this Contract is deemed a "public record" of the Village, the TIDD or any other governmental entity subject to the Inspection of Public Records Act, Section 14-2-1 through -12 NMSA 1978, as amended or other applicable law, this Contract may be subject to inspection upon a request made thereunder. In the event that a request for inspection of this Contract is made, the Parties, or either of them, may request that inspection of this Contract not be permitted based on the intended proprietary and confidential nature of this Contract.

9. Notices

KCEC: Kit Carson Electric Cooperative, Inc.
ATTN: Chief Executive Officer
PO Box 578
118 Cruz Alta Road
Taos, NM 87571

4

VTSV: Village of Taos Ski Valley, New Mexico
ATTN: Village Administrator
7 Firehouse Road
Taos Ski Valley, New Mexico 87525
Telephone: (575) 776-8220

Copy to: Dennis C. Romero, Esq.
P.O. Box 1932
212 Paseo Del Pueblo Norte
Taos, New Mexico 87571
Telephone: (575) 758-2297

IN WITNESS WHEREOF, the parties hereto have set their hand in person and or through their legally appointed representatives, effective as of the day and year first above written.

KIT CARSON ELECTRIC COOPERATIVE INC.

By: Luis A. Reyes Jr., Chief Executive Officer

VILLAGE OF TAOS SKI VALLEY

Name: _____

Title: _____

STATE OF NEW MEXICO)
) ss
COUNTY OF TAOS)

On this _____ day of _____, 20____, before me personally appeared Luis A. Reyes, Jr., to me known, being duly sworn, as the Chief Executive Officer for Kit Carson Electric Cooperative, Inc., a Corporation organized under the laws of the State of New Mexico, and the seal affixed to the instrument is the Corporate Seal of the Corporation, and that the instrument was signed and sealed on behalf of the Corporation. WITNESS my hand and seal on this the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF NEW MEXICO)
) ss
COUNTY OF TAOS)

BE IT REMEMBERED, that on the _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, came _____ of Village of Taos Ski Valley, a New Mexico municipality, with its principal offices located in _____, New Mexico, who is personally known to me to be the same person who executed the within instrument on behalf of the Village of Taos Ski Valley and such person duly acknowledged the execution of the same to be the act and deed of the municipality.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My commission expires _____

Appendix A

Ownership Demarcation & Proposed Facilities

Appendix B

Estimated Village of Taos Ski Valley Tax Revenue

**Village of Taos Ski Valley
Benefit Valuation of Underground Electric Service
September 15, 2017**

	(\$ in 000's)	
Gross Receipts Tax Revenue*		
Future Revenues (2017 - 2042)	\$	37,853
PV of Future Revenues @ 5% discount rate	\$	21,292
Lodgers Tax Revenue*		
Future Revenues (2017 - 2042)	\$	21,517
PV of Future Revenues @ 5% discount rate	\$	11,336
Property Taxes Revenue*		
Future Revenues (2017 - 2042)	\$	16,923
PV of Future Revenues @ 5% discount rate	\$	9,426
TOTAL FUTURE REVENUES (2017 - 2042)		
	\$	76,294
Present Value of Future Revenues @ 5% discount	\$	42,053

*Source of information is the Village of Taos Ski Valley TIDD financial analysis prepared by DPFG, Inc. as part of the TIDD formation process.

Appendix C

Point of Demarcation

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Discussion and Direction to Staff regarding the Certificate of Occupancy for The Blake

DATE: October 10, 2017

PRESENTED BY: William Jones, Director Building & Construction

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Blake Hotel was given a Temporary Certificate of Occupancy (TCO) on October 27, 2016. The Hotel was given this TCO document to assist in meeting their opening schedule. Not everything was complete with the hotel, and areas were secured and not allowed occupancy by the public. Several amendments to the document were given which extended the TCO; the most recent amendment extended it to the date of November 30, 2017. The snow retention has not been completed by the roofing contractor, however. In an effort to provide a safe area around the outside of the Blake Hotel, the protection provided by the snow guards must be completed; the installation of these snow guards are forecasted to be completed by November 30, 2017.

Secondly, the System Development and Impact Fees for the Development Improvements have not been paid to the Village as required by adopted ordinances.

Recommendation:

Staff looks for guidance on the length of time that the TCO be allowed to be in effect -- possibly allow the TCO to remain in effect through the end of the Ski Season. Staff recommends all System Development and Impact Fee amounts that is approved by council be paid before a permanent CO is granted.

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: Discussion of Village's Request for a 33 foot Easement and TSVI's Request for a 66 foot easement at the Wastewater Treatment Plant Site

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:

The Mayor has signed off on the boundary surveyed plat for the Town Site Act WWTP property. When this survey plat was signed, an easement survey was presented for signature that showed a 66 foot easement for the benefit of the Forest Service through the WWTP property. The Village Administrator advised the Mayor not to sign the easement survey until the Village had time to look into requesting a narrower easement from the Forest Service.

TSVI has notified the Village a few months ago that they call for an easement "with a minimum width of 66.0 feet", "a perpetual, non-exclusive roadway and right of way easement for ingress and egress and for utilities", and also "perpetual, non-exclusive day skier parking...and for the parking of TSVI's related day skier transportation trucks and trailers, and for the parking of TSVI's ski resort facility equipment and vehicles and for the parking of TSVI's road maintenance and snow plowing vehicles and equipment."

In discussions with the Village Attorney, there seems to be consensus that the easements with the FS and TSVI are two separate issues. TSVI disagrees with this stance. The Village Administrator contacted the FS over a month ago about a possible 33 foot easement, but has yet to hear back from them.

RECOMMENDATION: No action is required.



United States
Department of
Agriculture

Forest
Service

Southwestern Region 3
Carson National Forest

208 Cruz Alta Road
Taos, NM 87571
575-758-6200
TDD: 575-758-6329
Fax: 575-758-6213

File Code: 5570; 2720

Date: February 28, 2017

Dave Norton
Chief Executive Officer
Taos Ski Valley
PO Box 90
Taos Ski Valley, NM 87525

Dear Mr. Norton:

On December 19, 2014 the National Defense Authorization Act, PL 113-291 for Fiscal Year 2015 - Public law 113-291 Columbine-Hondo Wilderness Act was passed by Congress. This act designated the Columbine-Hondo Wilderness Area and directed the Secretary of Agriculture to convey certain Federal Lands to the Town of Red River (TORR) and Village of Taos Ski Valley (VTSV). Four parcels of National Forest System Lands located on the Questa Ranger District will be conveyed to the Town of Red River and one parcel of land will be conveyed to the Village of Taos Ski Valley.

Our records indicate that you hold a Special Use Permit for improvements entirely on or partially located on one of more of the parcels to be conveyed to the TORR or VTSV.

The responsibility of the Forest Service is to work with the Town/Village and the special use permit holders to ensure the improvements as contained in the special use permit are protected. The special use permit will be amended, by the Carson National Forest, after closing to reflect the change in what improvements were authorized on the lands formerly owned by the US Forest Service.

The Town/Village have been informed that they will be responsible for issuing easement or an acceptable replacement document protecting your interests as contained in the special use permit. All parties will need to be present at closing to concurrently sign the easements (or other agreed upon documents) after the Forest Service signs the Quit Claim Deed.

I have included a map of the parcels to be conveyed for your reference. The following utilities/improvements appear to be located on, or partially located on, the lands to be conveyed.

Town of Red River Waste Water Treatment Plant:

- Kit Carson Electric Cooperative (CAR1) 25 kV and less above ground and buried power and fiber optic line.
- Kit Carson Electric Cooperative (CAR16) 25 kV and more above ground power and fiber optic line



- Gas. Co. of New Mexico (QUE401801) gas line tap to the treatment plant and other buildings. Main gas line appears to be within the highway right of way.
- Qwest (DBA Century Link) (QUE401600) Buried phone line to facilities, main phone line appears to be within the highway right of way.
- Molycorp Inc. (QUE403107) water quality monitoring wells.

Town of Red River Cemetery: all utilities appear to be within the highway 38 right of way.

Town of Red River Park:

- Kit Carson Electric Cooperative (CAR1) power pole.

Pioneer Canyon Road:

- Kit Carson Electric Cooperative (CAR1) 25 kV and less above ground and buried power and fiber optic line.
- Gas. Co. of New Mexico (QUE401801) buried and above ground gas line.
- Qwest (DBA Century Link) (QUE401600) Buried phone line.
- Red River Ski Area (QUE51) portion of ski area boundary overlaps Pioneer Canyon Road parcel.

Village of Taos Ski Valley Waste Water Treatment Plant

- NM Gas Co. (QUE54) buried gas line along Ocean Blvd.
- Kit Carson Electric (CAR1) buried electric and fiber optic conduits along Ocean Blvd.
- Taos Ski Valley Inc. (QUE33) ski area boundary overlaps portion of Ocean Blvd.

Please coordinate with the Town/Village as soon as possible to start discussing what easements will be needed. For the Town of Red River Georgiana Real, Town Administrator will be the point of contact. Georgiana can be reached at (575) 754-2277. For the Village of Taos Ski Valley Mark Fratrack, Village Administrator will be the point of contact. Mark can be reached at 575-776-8220 ext 1#.

If you have any questions, you may contact Jack Lewis, Questa District Ranger at 575-586-0520

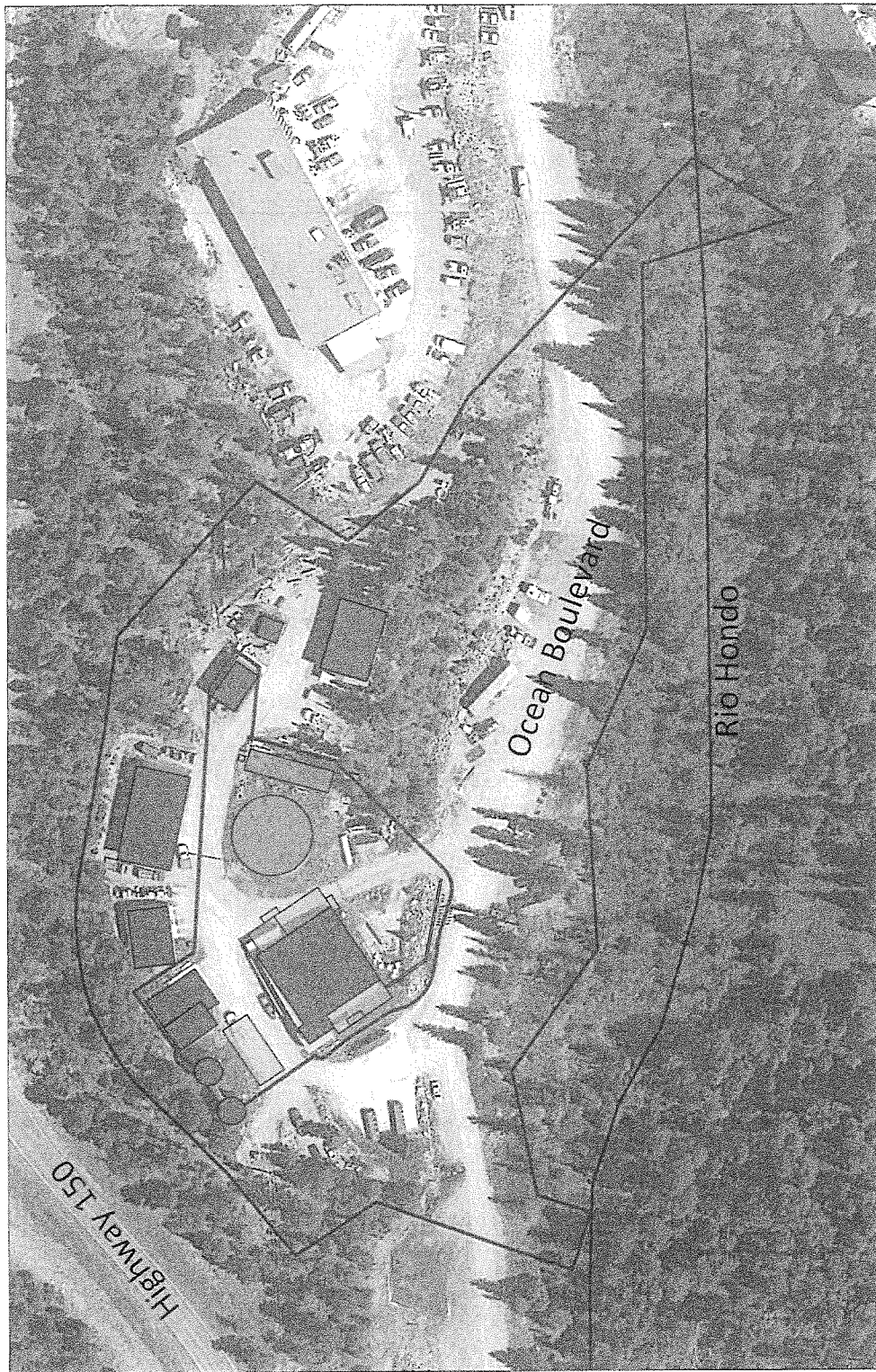
Sincerely,



JAMES D. DURAN
Forest Supervisor

Enclosure

cc: Mark Fratrack, Georgiana Rael



Village of Taos Ski Valley
Wastewater Treatment Facility
Improvements Detail

Figure 2

EASEMENT AGREEMENT

[For TSVI's Use of Ocean Boulevard on the Village's Wastewater Treatment Plant "Parcel 1"]

This EASEMENT AGREEMENT ("Agreement") is made and entered into as of _____, 2017 (the "Effective Date") by and between TAOS SKI VALEY, INC., a New Mexico corporation ("TSVI") and the VILLAGE OF TAOS SKI VALLEY, an incorporated New Mexico municipality (the "Village") (collectively hereafter the "Parties").

RECITALS

WHEREAS, the Village presently operates its Wastewater Treatment Plant ("WWTP") facility under a Special Use Permit (SUP) on land in the Village of Taos Ski Valley owned by the United States Department of Agriculture Forest Service (USFS). The Village's WWTP is accessed by a gravel road known as "Ocean Boulevard", running east to west through the WWTP, all as shown and described on Exhibit A hereto (Red Tail Surveying, Inc.'s Boundary Survey Plat for "Parcel 1"); and,

WHEREAS, the Village is expected to receive, in the future, fee title to its WWTP SUP land area by a deed from the USFS for a 4.910 acre tract of land called "Parcel 1", all as shown and described on Exhibit A hereto; and,

WHEREAS, TSVI owns and operates a ski resort facility known as "Taos Ski Valley" in the Village under USFS/SUP #OMB No. 0596-0082 on 1,207 acres of land that is adjacent to (on the east, south, and west) the Village's "Parcel 1" and its Wastewater Treatment Plant located thereon as shown on Exhibit B (TSVI's USFS/SUP, Appendix A, Map of the Permit Area) hereto; and,

WHEREAS, the gravel road known as Ocean Boulevard that runs through the Village's WWTP / "Parcel 1", as well as other surrounding land, has been used historically by TSVI for the operation of its Taos Ski Valley ski resort facilities, including skier day parking, the parking of TSVI's day skier transportation trucks and trailers and for the parking of various TSVI road maintenance and snow plowing equipment and other TSVI related equipment. This portion of Ocean Boulevard on the WWTP "Parcel 1" has also been used historically by TSVI for vehicular ingress and egress access, to and from the public State Road 150, to and from TSVI's skier parking lots and TSVI's

ski resort facilities in the Village, and for installing certain public utilities including New Mexico Gas Company's buried natural gas lines and Kit Carson Electric's buried electric and fiber optic conduits that serve TSVI's ski resort facilities and the Village and the public; and,

WHEREAS, TSVI intends to continue to use all such historical uses of the Ocean Boulevard gravel road areas on the Village's WWTP Parcel 1 in the future for continued operation of its Taos Ski Valley ski resort facilities under its USFS SUP (Exhibit B) after title to the "Parcel 1" real property is deeded to the Village by the USFS; and,

WHEREAS, the Parties, for their mutual benefit, and for good and valuable considerations to the Village from TSVI as recited hereafter, including TSVI's agreement herein to provide snow removal and road maintenance services on all of Ocean Boulevard by TSVI alone at its expense, hereby agree to enter into this Agreement whereby the Village will grant to TSVI a non-exclusive easement for TSVI's future use of the Ocean Boulevard gravel road area on its "Parcel 1" for TSVI's day skier parking and for parking TSVI's related day skier transportation equipment and vehicles and for parking TSVI's road maintenance and snow removal equipment and trucks on the designated Ocean Boulevard "Easement Property" on the Village's "Parcel 1". The Village will also grant a non-exclusive easement to TSVI for the existing and future utility installation on said Ocean Boulevard at the time the Village receives its Deed for "Parcel 1" from the USFS. The Village agrees to execute, deliver, and record such Easement to TSVI over "Parcel 1" after recordation of its Deed for "Parcel 1"; and,

WHEREAS, the Parties mutually agree to cooperate with each other to execute and finalize and then record, after the Village records its Deed to "Parcel 1" from the USFS, an easement grant to TSVI in the form attached as Exhibit C (the "Easement") containing the Easement Property area located on "Parcel 1", all as shown and described on Exhibit D (Easement Survey for "Parcel 1" showing the "Easement Property") hereto; and,

WHEREAS, in furtherance of the foregoing, the Village Council hereby determines that this Agreement for an easement grant to TSVI under the terms set forth hereafter, including TSVI's maintenance of the Easement Property area and all of Ocean Boulevard, at TSVI's sole expense, is in the best interests of the Village, and the health, safety and welfare of its residents.