

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve entering into a Snowmelt Boiler System Agreement with Parcel G Development, LLC and/or The Blake Hotel Holdings, LLC, and Parcel G Condominium Association, Inc.

DATE: December 13, 2016

PRESENTED BY: Mark G. Fratrack

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

As part of the VTSV Tax Increment Development District (TIDD) infrastructure projects, the developers installed a heated plaza and sidewalks. To heat The Blake hotel and the plaza and sidewalks, the developers will be utilizing a boiler system that is installed in The Blake.

The plaza and sidewalks will be conveyed to the Village and the Village will then be responsible for the heating and maintenance of the plaza areas and sidewalks. Since it will be the same boiler system that will service The Blake, plaza, and sidewalks, the developer is requesting that the Village enter into a “Boiler Agreement”. Costs for any maintenance and upkeep, and also natural gas used, will be allocated depending on Village dedicated area usage and the Developer will then bill the Village for the allocated costs.

RECOMMENDATION: Staff Recommends Approval contingent on the system is proven to operate correctly and terms on backup power are acceptable. This agreement would be signed after dedication of Sutton Place to the Village.

**PARCEL G. CONDOMINIUM
SNOWMELT BOILER SYSTEM AGREEMENT**

This Parcel G Condominium Snowmelt Boiler System Agreement is made and entered into to be effective as of the 15th day of December 2016 by and between Parcel G Condominium Association, Inc., a New Mexico nonprofit corporation (the Condominium Association for the Parcel G Condominium formed pursuant to NMSA 1978, § 47-7C-1, *et seq.* of the New Mexico Condominium Act) (hereafter “PGCA” or “Condominium Association”) and the Village of Taos Ski Valley, a New Mexico municipal corporation (“VTSV” or “Village”).

Recitals:

A. PGCA is a New Mexico nonprofit corporation condominium association formed pursuant to the Declaration of Condominium for the Parcel G Condominium dated _____, and recorded _____, under Document No. _____ (the "Declaration") and the Condominium Map of Parcel G Condominium recorded _____, in Plat Book ____ under Document No. (the "Map"), both in the Office of the Clerk of Taos County, New Mexico and pursuant to NMSA 1978, § 47-7C-1, *et seq.*, to manage, operate and maintain the Property, Buildings and other improvements that constitute the Common Elements of the Parcel G Condominium, including the Snowmelt Boiler System (the “Plant”) therein.

B. Pursuant to a plat map entitled “Public Dedication of Lands and Easement Rights by Taos Ski Valley, Inc., et al. to the Village of Taos Ski Valley”, dated _____, recorded in Plat Book _____, Page _____, Document No. _____ on _____, 2016, Taos County Clerk’s Office, the Village of Taos Ski Valley owns dedicated lands surrounding the Parcel G Condominium known as the Pedestrian Walkway Area and Mountain Plaza Area as well as underground snowmelt distribution lines and pipes and related equipment thereunder used for melting snow on Village’s public walkways, Plaza areas that are heated by and through a central boiler snowmelt plant system in the Parcel G Condominium Building, all as shown and depicted on Exhibit A (Entire Snowmelt System Diagram) hereto.

C. A central boiler, pump and mechanical snowmelt plant (the "Plant") has been constructed within the Parcel G Condominium Building in order to provide heat to the Parcel G Condominium buildings and common elements thereof and to furnish heated water and glycol mixture for purposes of heating paved surfaces within the Snowmelt Areas, including the Public Spaces land areas dedicated to the Village (“Village Public Space Zone”) to melt snow and ice thereon (the "Snowmelt Heating") on dedicated land of the Village.

D. A distribution system of pipes, pumps and other equipment to distribute the Snowmelt Heating to the Snowmelt Areas and the Village Public Space Zone has been constructed and all such equipment that is common to the provision of Snowmelt Heating to all Snowmelt Heating Zone Areas and not solely for the provision of Snowmelt Heating to the Parcel G Condominium Service zone, shall be considered part of the Plant; provided that the snow melt pipes themselves located outside Parcel G Condominium Building and Property on land dedicated to the Village (pedestrian walkway / Mountain Plaza Public Space Zone) is the dedicated property of the Village itself.

E. PGCA has agreed to furnish Snowmelt Heating to the Village Public Space Zone, zones 11-21 of Exhibit A, for the benefit of the Village and the using public and to maintain the Plant and the System (hereinafter defined) in accordance with the terms and provisions set forth herein.

F. PGCA may, and reserves the right to, provide such snowmelt Snowmelt Heating to other users who own or are responsible for management of various portions of the Snowmelt Heating Zone Areas in the future.

G. The Village, by this Agreement, agrees to reimburse PGCA for its costs of providing the hot water / glycol mix from its central snowmelt boiler system located in the Parcel G Condominium Building (the Plant) to and through the Village owned portion of the snowmelt system and pipes / lines located under Village owned public spaces (pedestrian walkways and Mountain Plaza), inclusive of a prorata share of maintenance and replacement costs as incurred..

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PGCA and the Village covenant and agree as follows:

ARTICLE I OPERATIONS

Section 1.1 Snowmelt Heating. Subject to (i) reasonable maintenance required for the Plant or the System (as hereinafter defined), (ii) any default of the Village under this Agreement not cured after notice and the expiration of any applicable cure period, or (iii) Unavoidable Delay (as defined in Section 4.1 hereof), PGCA agrees to provide the Snowmelt Heating on the terms and provisions set forth herein. PGCA shall use reasonable efforts to (a) keep the Plant and the System in good condition and repair including necessary and appropriate preventative maintenance in order to minimize any interruption in the Snowmelt Heating, (b) make repairs in a manner reasonably intended to minimize interruption in the Snowmelt Heating and (c) consistent with the foregoing or

its other obligations under this Agreement, operate the Plant in a manner which provides the best reasonable efficiency for all users of the Plant without discriminating against any user of the Plant; provided, however, that the PGCA shall not expand the Snowmelt Heating to the extent that it will diminish the efficiency of the Plant and Snowmelt Heating to the Village.

Section 1.2 Maintenance of System.

1.2.1 PGCA shall have the right to enter the Village Public Space Zones located on the exterior portions of its Parcel G Condominium Property for reasonable purposes in connection with the Snowmelt Heating herein provided, including but not limited to the maintenance, repair and replacement of the System, on days and at times consented to by Village, upon receipt of reasonable notice in advance, which days and times shall not have a material adverse effect to public use of the public / Village spaces, provided, however, that PGCA shall be obligated to repair any damage to surface improvements or landscaping incurred in connection with such work to the condition such improvements existed prior to PGCA undertaking its work hereunder (the costs of which shall properly be part of the Snowmelt Charge (hereinafter defined)). Notwithstanding the above, PGCA shall have the right to enter the Village's Public Space Zone Property for emergency purposes in connection with the Snowmelt Heating herein provided without the prior consent of the Village but shall notify the Village thereof as soon as possible in the event of emergency.

1.2.2 PGCA shall at all times have the exclusive responsibility to operate, maintain, repair and replace the Plant and the System (which obligations shall be deemed a part of the Snowmelt Heating as that term is used in this Agreement), the costs of which shall be shared by the Village as provided in this Agreement.

1.2.3 The Village may enter the Parcel G Condominium Building to inspect the Plant operations with prior advanced notice during business hours and/or pursuant to Village Codes.

Section 1.3 Output. PGCA shall provide heated water and glycol mixture for the snowmelt system serving those portions of the Snowmelt Heating Area identified as Public Space Zone on the Snowmelt Site Plan (the "Zones") in a manner sufficient, under reasonable circumstances, to melt snow and ice from the paved public space surfaces of the Village within its service Zones. The parties acknowledge that other service Zones may be constructed on or added to the system, including future public space Snowmelt Heating Zones.

Section 1.4 Plant Capacity. The Plant is intended to be used for the purpose of serving approximately 28,260 square feet of Snowmelt Area. If any expansion of the Plant is required due to a general increase in the quantity of Snowmelt Heating to all users (and is not readily attributable to any particular user), the cost of such expansion shall be paid by all users of the Plant. Otherwise, the

cost of the expansion shall be the responsibility and obligation of one or more but less than all users requiring such increased service. PGCA warrants that the Plant is sufficient to serve the Snowmelt Heating Area, including the Public Space Snowmelt Heating Zone of the Village.

Section 1.5 Rules and Regulations. In carrying out its obligations under this Agreement, PGCA shall comply with the reasonable Rules and Regulations for the Parcel G Condominium as adopted by PGCA and all applicable Village codes.

ARTICLE 2 COST ALLOCATION AND PAYMENT (BY THE VILLAGE TO PGCA)

Section 2.1 General. The Village shall pay to PGCA a fee in consideration of PGCA's obligations hereunder (the "Snowmelt Charge") equal to the following:

- Natural gas and electricity consumption measured in mmBTU's. Six sub-meters are in place to measure mmBTU consumption by Village owned zones 11-21 of the snow melt system as shown in Exhibit A. The meter measure mmBTU by zone as follows:
 - Meter 1 for zones 12-13
 - Meter 2 for zones 14-15
 - Meter 3 for zone 16 (50% owned by Village)
 - Meter 4 for zones 17-18
 - Meter 5 for zones 11, 19-20
 - Meter 6 for zone 21
- Daily readings will be taken and recorded by PGCA. A calculator determining the cost to the Village based upon consumption and the cost of natural gas and electricity has been created by a third-party engineer. The calculator uses the following assumptions set forth in Exhibit B (Snowmelt Billing Calculator Explanation).
- A 50% share of annual maintenance and replacement costs of the boiler system components used to support the snowmelt system, consisting of but not limited to service contracts, parts, supplies and labor. Estimated annual maintenance costs subject to reimbursement are in Exhibit C of the Agreement. These annual costs are subject to fluctuate from year to year.

All users of the Plant, whether PGCA, the Parcel G Condominium Buildings or another building, shall be billed on the same basis.

Section 2.2 Payment / Invoicing. The “Energy Consumption” portion of the snowmelt charge to be paid by the Village to PGCA shall be billed, with supporting documentation, on a monthly basis and paid by the Village to PGCA within 30 days after receipt of the PGCA Statement of the Energy Consumption Snowmelt Charge to the Village, subject to the availability and appropriation of funds on an annual basis. The “Maintenance” portion of the “Snowmelt Charge” to the Village shall be billed on an annual basis and paid by the Village to PGCA 30 days after receipt of such Statement of the Maintenance .

Section 2.3 Hours of Operation. The normal operating hours during which PGCA agrees to operate the Plant and the System and to provide the Snowmelt Heating shall be twenty-four (24) hours per day, seven (7) days a week during such times as the Snowmelt Heating are necessary to prevent freezing and build up of snow and ice. Although the PGCA anticipates that the Snowmelt Heating will only be provided during the Winter Season, the Village acknowledges that the Snowmelt Heating may be provided at other times, as necessary, and that the Snowmelt Charge will include Operating Expenses incurred in providing the Snowmelt Heating at any time.

Section 2.4 Insurance. PGCA shall maintain insurance in the amounts set forth below, and in all events in amounts sufficient to enable PGCA to comply with all applicable laws, including but not limited to commercial general liability insurance and all risk property insurance.

PGCA shall carry and maintain at its own cost and expense the following:

- a. Workers' compensation insurance including employers liability that complies with the applicable workers' compensation laws governing the PGCA and any contractor and all employees working for PGCA or any contractor.
- b. Comprehensive general liability insurance including contractual liability and liability for bodily injury or property damage, with a combined single limit of not less than \$5,000,000 each occurrence.
- c. To the extent applicable, automobile liability insurance including all owned, non-owned, and hired vehicles used in conjunction with the Snowmelt Heating for bodily injury or property damage with combined single limit of not less than \$1,000,000 each occurrence.

- d. PGCA shall keep the Plant and System, including all property contained therein, insured against loss or damage from fire, explosion or other cause normally covered by standard broad form "all-risk of physical loss" property insurance policies. Such coverage shall be for not less than 100% of the replacement cost without deduction for depreciation.

All policies shall be specifically endorsed to provide that the coverages obtained by virtue of this Agreement will be primary and that any insurance carried by the Village shall be excess and non-contributory and shall not limit in any way the Village's immunities, rights, and limitations on liability under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.* and the Village will at all times maintain its own property and commercial liability insurance through the New Mexico Municipal League's Self-Insurance Fund. Upon execution of this Agreement, PGCA shall deliver certificates of insurance and any renewals thereof (at least ten (10) days prior to the renewal) to Village and its managing agent, which evidences the required coverages.

Section 2.5 General. The parties acknowledge that the Plant is not intended to be a "profit center or enterprise" for PGCA, but that the Snowmelt Charge (as calculated based on the methods set forth herein) will be based on proportionate costs and expenses of operations, maintenance and replacement of the Plant and the System.

ARTICLE 3

TERM

Section 3.1 Term. This Agreement shall continue in force from the date hereof and, unless sooner terminated in accordance with the provisions hereof, shall expire after 25 years or on December 15, 2041, subject to the availability and appropriation of funds on an annual basis..

ARTICLE 4 DEFAULT, NOTICES AND REMEDIES

Section 4.1 Interruption of Snowmelt Heating. Neither PGCA nor any individual who may be operating the Plant and/or the System shall be liable to the Village for any damages or otherwise, should the providing of the Snowmelt Heating be interrupted or required to be terminated because of (i) reasonable maintenance, repair or replacement required for the Plant or the System, (ii) any default of the Village not cured after notice and the expiration of any applicable cure period, or (iii) Unavoidable Delay; provided, however, that for any interruption of Snowmelt Heating for which PGCA has an obligation of maintenance or repair, PGCA will use commercially reasonable efforts to promptly make such maintenance or repair so as to avoid protracted or further interruption of Snowmelt Heating. Whenever possible, PGCA will schedule maintenance in a manner so as to minimize interruption of Snowmelt Heating and disruption to the Village or the public's use of the public spaces.

PGCA shall give advance notice to the Village of any impending event known to PGCA that may cause an interruption of the Snowmelt Heating. In the event of an emergency interruption in Snowmelt Heating, the notice and time period provisions set forth herein shall not apply, but rather such emergency condition shall be remedied promptly by the party responsible for the obligation in question after receipt by such responsible party of telephone or telegraphic notice of such emergency condition from the other party to this Agreement.

During any period that the Snowmelt Heating is interrupted, the Village shall be responsible for removing snow from the Village's public space Snowmelt Heating Zones by alternate methods.

"Unavoidable Delay" shall mean all failures or delays in PGCA's performance of its obligations hereunder not within its reasonable control, including without limitation, the impossibility of such performance which shall result from or be caused by any arbitration, legal proceedings or other litigation threatened, instituted against or defended by PGCA, in good faith, and not merely for purposes of delay, acts of God, acts of the public enemy, wars, blockades, epidemics, earthquakes, storms, floods, explosions, riots by non-employees, insurrections, breakage or accident to machines or lines of pipe or mains, lawful acts of any governmental agency or authority restricting or curtailing the construction of any improvements to the Plant or the System or withholding or revoking necessary consents, approvals, permits or licenses, equipment failures, inability to procure and obtain needed building materials (provided that PGCA makes reasonable efforts to procure satisfactory substitute materials if practical) whether as a result of any lawful order, law or decree of any governmental authority or agency or otherwise, and any other cause, whether of the kind herein referred to or otherwise; provided that PGCA shall pursue with

reasonable diligence the avoidance or removal of such delay. The inability or refusal of PGCA to settle any labor dispute shall not qualify or limit the effect of Unavoidable Delay.

Section 4.2 Remedies for Default.

4.2.1 The parties agree that all claims, controversies or disputes, including disputes as to costs and billings, arising out of or relating to this Agreement or the alleged breach hereof shall be resolved by binding arbitration administered by the American Arbitration Association (the "AAA") and conducted in Taos, New Mexico, in accordance with the terms of this Section and the Commercial Arbitration Rules of the AAA, including the Expedited Procedures thereof to the extent applicable (the "AAA Rules"). Judgment on the award or decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall resolve any such dispute first by attempting to reach agreement between or among themselves. If the parties cannot reach such an agreement after five (5) days, then any party may initiate an arbitration under this Section by giving written notice to the other party and following the arbitration initiation procedures of the AAA Rules. Each arbitration under this Section shall be decided by one arbitrator.

Section 4.3 Termination; Building Plant. It is recognized and agreed that the Village may, at its option and at any time, elect to install a snowmelt central plant for its own public spaces. The Village may elect to terminate this Agreement by giving at least 180 days notice of termination to PGCA for this reason alone. If the Village so elects to terminate this Agreement, the Village shall be obligated to pay all costs and expenses required in connection with the disconnection of the Plant from the System. On the effective date of such termination, this Agreement shall expire and have no further force or effect as to any event arising or occurring after the effective date of such termination, and the Village (or its successors or assigns) shall have no right to any refund or repayment of any amounts paid by the Village with respect to the Plant or the Snowmelt Heating other than in connection with any year-end reconciliation pursuant to Section 2.2 hereof.

Section 4.4 Estoppel Certificate. Either party shall, from time to time upon not less than thirty (30) days' notice from the other party or a proposed transferee of such party, execute and deliver to such other party a certificate stating that this Agreement is unmodified and in full force and effect or, if modified, that this Agreement is in full force and effect, as modified, and stating the modifications; and stating whether or not, to the best of its knowledge, the other party is in default in any respect under this Agreement, and, if in default, specifying such default and such other matters as reasonably requested by such party. Each party will confirm in any such certificate the current billing rates and status of billings to date under this Agreement (including any part due amounts claimed). A party will also confirm whether or not a notice of cancellation has been given or received pursuant to this Agreement.

Section 4.5 Subrogation. The Village shall, in its sole discretion, be subrogated to the rights of the PGCA under any applicable warranty, if any, with respect to the Plant or System for which PGCA has failed to submit a claim within sixty (60) days of any damage of the Plant or System covered by any such warranty.

ARTICLE 5 MISCELLANEOUS

Section 5.1 Parties not Partners. Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers, or to render any said parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

Section 5.2 No Waiver. No delay or omission by either of the parties in exercising any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver, by either of the parties of any covenant, condition, provision or performance under this Agreement, shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, provision or performance of this Agreement.

Section 5.3 Captions. Article headings, captions and other similar designations are for convenience and reference only, and in no way define or limit the scope and content of this Agreement, or in any way affect its provisions.

Section 5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 5.5 Severable Provisions. In the event any provisions or any portion of this Agreement, or the application thereof, to any person or circumstances, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, all of its other provisions and all portions thereof, and the application thereof, to any other person or circumstances, shall be severed therefrom and shall not be affected thereby, and each such provision, and portion thereof, of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 5.6 Modification. No agreement shall be effective to add to, change, amend, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by each party affected.

Section 5.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

Section 5.8 No Public Dedication. No provision contained in this Agreement shall be construed to grant any gift, dedication or any irrevocable rights to the general public or for any quasi-public purpose whatsoever, of, in, or to, any portion of the PGCA Space or the Property; it being the intention of the parties hereto that this Agreement shall be strictly limited to, or for, the purposes herein expressed.

Section 5.9 No Third Party Beneficiary. No rights, privileges or immunities of any party hereto shall inure to the benefit of any tenant, customer, employee or invitee of the Project or the PGCA Space or any other third party; nor shall any tenant, customer, employee or invitee of the Project or the PGCA Space or any other third party be deemed to be a third party beneficiary of any of the provisions contained herein.

Section 5.10 Notices. Any notice, demand, request, consent, approval or other communication, which either party hereto is required, or desires, to give or make or communicate to the other, shall be in writing and shall be given, or made or communicated by prepaid United States registered or certified mail (return receipt requested) addressed

in the case of PGCA, to: Parcel G Condominium Association, Inc., a New Mexico
nonprofit corporation
c/o Taos Ski Valley, Inc.
Attn: _____
116 Sutton Place
Taos Ski Valley, NM 87525

with a copy to: _____

in the case of the Village: Village of Taos Ski Valley,
Attn: Mark Fratrack, Village Administrator
P.O. Box 100
7 Firehouse Road
Taos Ski Valley, NM 87525

with a copy to:

subject to the right of each party to designate by notice similarly given a different address for or a different person to receive notices.

Any such notice, demand, request, consent, approval or other communication so made shall be deemed to have been given, made or communicated on the date actually received or refused by the recipient or addressee of such notice, as said date is indicated on the return receipt or indicated in writing by said recipient or addressee.

Section 5.11 Binding Effect. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of PGCA and the Village, and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

PARCEL G CONDO ASSOCIATION, INC., a
New Mexico nonprofit corporation

By: _____
Name: _____
Title: _____

THE VILLAGE OF TAOS SKI VALLEY, a
New Mexico Municipal Corporation

By: _____

Name: _____

Its: Mayor

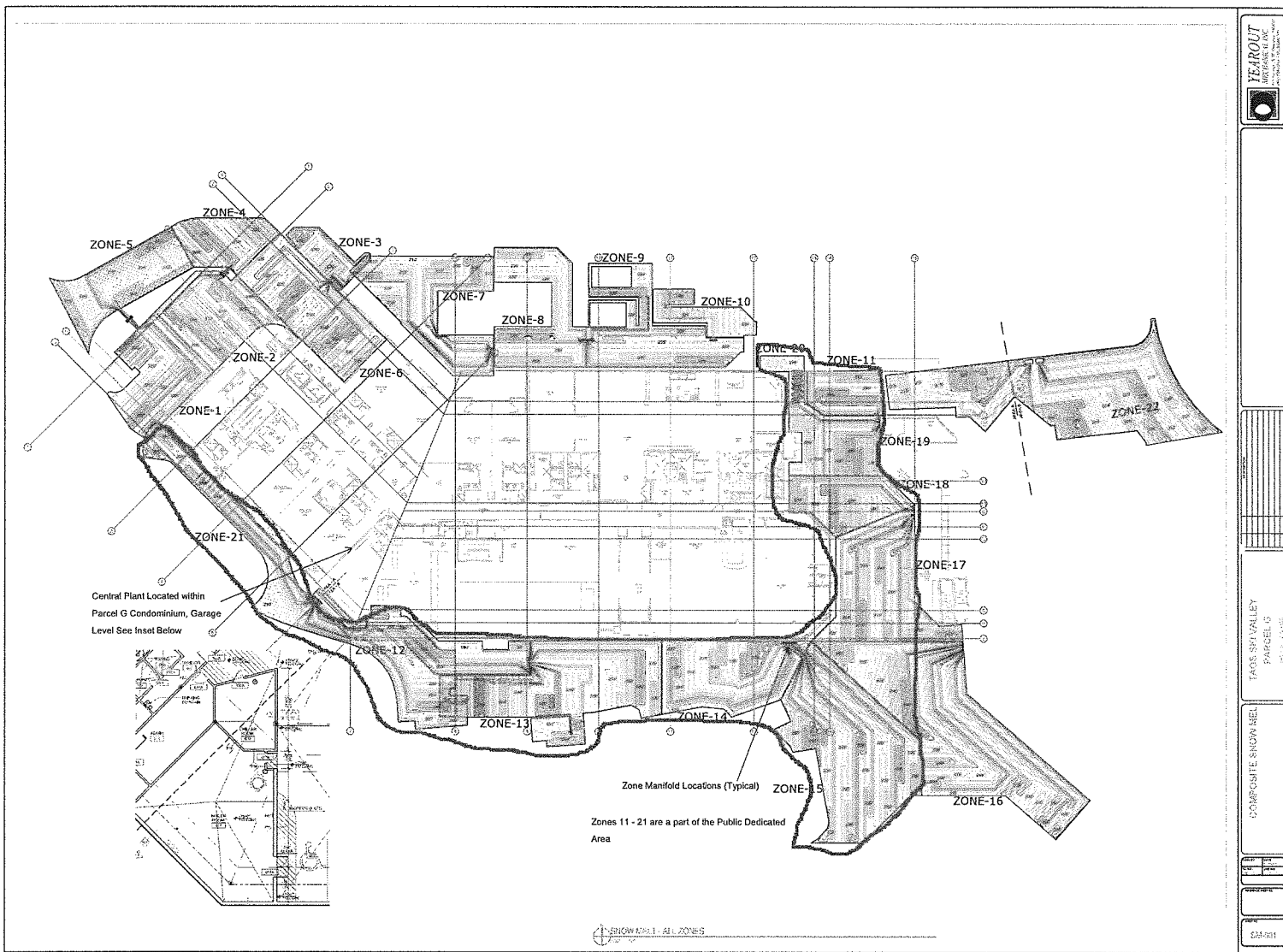
Per Resolution of Village Council

Dated: _____

Taos Ski Valley
Mountain Plaza Snowmelt System Zones

EXHIBIT A
December 15, 2016

<u>Zone</u>	<u>Description</u>	<u>Square Footage & Ownership</u>		
		<u>Total SF</u>	<u>Village Owned</u>	<u>TSVI Owned</u>
1	Entry Driveway	1,040		1,040
2	Entry Driveway	1,020		1,020
3	Driveway Landing	350		350
4	Exit Driveway	620		620
5	Exit Driveway	1,000		1,000
6	Driveway	1,350		1,350
7	Pool Deck	1,480		1,480
8	Pool Deck	1,080		1,080
9	Pool Deck	1,200		1,200
10	Pool Stairs	425		425
11	Plaza	465	465	
12	Stairs - Ernie's Way	970	970	
13	Plaza	2,090	2,090	
14	Plaza	1,350	1,350	
15	Plaza	2,430	2,430	
16	Plaza	3,000	1,500	1,500
17	Plaza	1,600	1,600	
18	Plaza	780	780	
19	Plaza	500	500	
20	Stairs to Riverwalk	460	460	
21	Sidewalk	2,100	2,100	
22	Loading Dock	3,050		3,050
Total SF		28,360	14,245	14,115
			50.2%	49.8%





November 8, 2016

Bob Daniel
Gateway Management Company
P.O. Box 1358
Aspen, CO 81612

RE: Taos parcel G Blake Hotel
Snowmelt public space utility calculation

Dear Mr. Daniel:

The following is a brief explanation of the calculator we are suggesting for the use of computing the cost of utility usage for the component of public snowmelt system dedicated to the public use.

Variables in the calculator:

- Electricity cost per kWh. This value should be adjusted as needed and can be verified against the rate published in the invoice provided by the local utility.
- Natural Gas cost per Therm. This value should be adjusted as needed and can be verified against the rate against the rate published in the invoice provided by the local utility.
- Btu Meter reading. These values should be taken from the utility meters in place on the public zones. A periodic report can be run from the central building management system compiling the meter read values which will represent actual energy used for snowmelt purposes. Meter reading reports can be verified by physical inspection of the meters themselves.

I hope the above explanation is useful in the evaluation of the suggested utility cost calculation. Please don't hesitate in contacting me should you like to discuss.

Sincerely,
Yearout Mechanical, Inc.

Phil Campagna
Director of Pre-Construction



Village of Taos Ski Valley
Snowmelt Billing Calculator - Natural Gas & Electricity

Snow Melt Billing Calculation

(Enter Values in Green)

Assumptions:

- 1) Snow melt operates all month long = $8769/12=730$ Hrs/Mth
- 2) System operates on avg. at 60% load (for pump calculation)
- 3) **Actual Consumption (CNS)** is calculated at Natural Gas supplied to boiler w/o HX losses
- 4) **Boiler Efficiency** 80%
- 5) 1 mmBtu = 10 Therm
- 6a) **Electricity Rate** \$ 0.14 /kWh
- 6b) **Natural Gas Rate** \$ 0.55 /Therm

Calculations:

1.0) **Pumps**

1.1)	Mk	Hp	LF	EFF	kW
	P-3	5	90%	89%	3.8

1.2)	kW	Hrs/Mth	load	kWh
	3.8	730	60%	1,652

1.3)	Pump Cost	\$/kWh	kWh	Cost
		\$0.14	1,652	\$231.29

2.0) **Natural Gas & Total Bill**

Loop	Meter Read	Actual CNS		Rate	Charge	% of cost	Pump Cost	Total Charge
	mmBtu	mmBtu	Therm	\$/Therm	\$	%	\$	\$
1)	100	125	1,250	\$0.55	\$687.50	17%	\$38.55	\$726.05
2)	100	125	1,250	\$0.55	\$687.50	17%	\$38.55	\$726.05
3)*	100	125	1,250	\$0.55	\$687.50	17%	\$38.55	\$363.02
4)	100	125	1,250	\$0.55	\$687.50	17%	\$38.55	\$726.05
5)	100	125	1,250	\$0.55	\$687.50	17%	\$38.55	\$726.05
6)	100	125	1,250	\$0.55	\$687.50	17%	\$38.55	\$726.05
	600				\$4,125.00	100%	\$231.29	\$3,993.27

*Meter 3 measures mmBTU delivered to zone 16, which is owned 50% by the Village. This 50% allocation is incorporated into the formula for this meter's charge.



November 11, 2016

Bob Daniel
Gateway Management Company
P.O. Box 1358
Aspen, CO 81612

RE: Taos Ski Valley - Snowmelt system maintenance and capital reserve

Dear Mr. Daniel:

The following is a summary of the snowmelt system operation and description of the items that will require periodic maintenance and replacement. Also attached is a forecast of maintenance / replacement costs for the system for a 25 year period.

The snowmelted areas cover 28,360 square feet and are split into 22 zones. It is our understanding the ownership of these zones will be delineated as follows:

Village Ownership*	Zones 11-21	14,145 SF (49.9%)
Private Ownership*	Zones 1-10, 22	14,215 SF (50.1%)
		28,360 SF

*includes split ownership of Zone 16 – 1,400 sf (Village) and 1,600 sf (TSVI)

SYSTEM OPERATION

The system is served by a centralized heating plant located in the boiler room in the west side of the garage level (level 75) of The Blake at Taos Ski Valley. The central heating plant is comprised of multiple heat pumps and 3 natural gas fired boilers arranged to serve the entire property heating needs. System sizing is such that 1 of the natural gas fired boilers has the capacity to serve the snowmelt system.

A branch line from the heating plant is connected to a dedicated heat exchanger serving the entire snowmelt system. Heated water is circulated from the heat exchanger via a set of pumps out to individual snowmelt zones. Upon detection of moisture by a slab mounted combination moisture and temperature sensor, when temperatures are below 38 degrees F, the zone will be activated. Heating water will flow through in-slab piping and prevent snow from accumulating.

MAINTENANCE ITEMS

The following components related to the snowmelt system require periodic maintenance / replacement:

- Boiler
- Heat Exchanger
- Snowmelt Pumps and variable frequency drives
- Air separators and Expansion tanks
- Individual zone manifold valves
- System shut off valves



- Sensors
- Public Zone btu meters

The present value of these components is approximately \$221,500 and their replacement value is estimated to be \$321,413 based on an inflation factor of 1.56%.

FORECASTED MAINTENANCE & REPLACEMENT COSTS

System	Begin Year	Full Replacement (25 Years)
Snow Melt System	2017	\$321,413.41

Year	Maintenance Cost (estimate)	Capital set aside (fixed)	% of full replacement	Cost Of Ownership
2017	\$3,068.64	\$10,377.70	3.23%	\$13,446.34
2018	\$5,602.41	\$10,557.84	3.28%	\$16,160.25
2019	\$7,774.66	\$10,741.10	3.34%	\$18,515.76
2020	\$8,007.90	\$10,927.54	3.40%	\$18,935.44
2021	\$8,248.14	\$11,117.21	3.46%	\$19,365.35
2022	\$8,495.58	\$11,310.18	3.52%	\$19,805.76
2023	\$8,750.45	\$11,506.50	3.58%	\$20,256.95
2024	\$9,012.96	\$11,706.23	3.64%	\$20,719.19
2025	\$9,283.35	\$11,909.42	3.71%	\$21,192.77
2026	\$9,561.85	\$12,116.14	3.77%	\$21,677.99
2027	\$9,848.71	\$12,326.45	3.84%	\$22,175.15
2028	\$10,144.17	\$12,540.40	3.90%	\$22,684.57
2029	\$10,448.49	\$12,758.08	3.97%	\$23,206.57
2030	\$10,761.95	\$12,979.53	4.04%	\$23,741.47
2031	\$11,084.81	\$13,204.82	4.11%	\$24,289.63
2032	\$11,417.35	\$13,434.03	4.18%	\$24,851.38
2033	\$11,759.87	\$13,667.21	4.25%	\$25,427.08
2034	\$12,112.67	\$13,904.44	4.33%	\$26,017.11
2035	\$12,476.05	\$14,145.79	4.40%	\$26,621.84
2036	\$12,850.33	\$14,391.33	4.48%	\$27,241.66
2037	\$13,235.84	\$14,641.13	4.56%	\$27,876.97
2038	\$13,632.91	\$14,895.26	4.63%	\$28,528.18
2039	\$14,041.90	\$15,153.81	4.71%	\$29,195.71
2040	\$14,463.16	\$15,416.85	4.80%	\$29,880.00
2041	\$14,897.05	\$15,684.45	4.88%	\$30,581.50
	\$260,981.19	\$321,413.41	100.00%	\$582,394.60





Thank you for the opportunity to be of service. Please do not hesitate in contacting me should you like to discuss.

Sincerely,
Yearout Mechanical, Inc.

A handwritten signature in black ink, appearing to read 'Phil Campagna', is written over a thin horizontal line.

Phil Campagna
Director of Pre-Construction



Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Discussion and approval of an Interim Maintenance Service Agreement with Taos Ski Valley, Inc. for Core Area for the predetermined public spaces (plaza areas and sidewalks), which would allow time to publish and assess requests for proposals (RFP), and then award a contract for a Maintenance Service Agreement for the public spaces in the Core Area.

DATE: December 13, 2016

PRESENTED BY: Mark G. Fratrack

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Yes

BACKGROUND INFORMATION:

As part of the VTSV Tax Increment Development District (TIDD), certain areas and infrastructure projects within the Village core will be conveyed to the Village. These areas will be open public areas. Once these areas are conveyed to the Village, the Village will then be responsible for their maintenance and upkeep. The dedication of Sutton Place from Taos Ski Valley, Inc. to the Village has not yet occurred.

RECOMMENDATION: This item was tabled at the November 8, 2016 Council meeting. Staff recommends a motion to remove from the table, and then a motion to postpone indefinitely, or until such time that an interim maintenance service agreement were necessary.

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Natural Gas 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

DATE: December 13, 2016

PRESENTED BY: Mark G. Fratrack

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

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. 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 would be dedicated to the proper utility company. At the proper time and to qualify for TIDD reimbursement, Taos Ski Valley, Inc. (TSVI) must dedicate over each utility line to the Village of Taos Ski Valley (VTSV). VTSV will then dedicate the line over to the rightful utility company. The natural gas line portion is now completed, so at this time TSVI will dedicate the natural gas line to VTSV to qualify for TIDD reimbursement. Then VTSV will dedicate the gas line to the rightful utility company, which is NM Gas Company.

RECOMMENDATION: Staff Recommends Approval of Natural Gas 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

DEDICATION, BILL OF SALE, ASSIGNMENT OF PERMIT RIGHTS AND AGREEMENT

THIS DEDICATION, BILL OF SALE, ASSIGNMENT OF PERMIT RIGHTS AND AGREEMENT (the "Dedication") by Taos Ski Valley, Inc., a New Mexico corporation ("TSVI") the Village of Taos Ski Valley (the "Village"),

WITNESSETH:

TSVI for full, good and valuable consideration, in the sum of \$1.00 (one dollar), the receipt and adequacy of which is hereby acknowledged, and for the following mutual covenants of the parties, , does hereby dedicate to the Village the following infrastructure improvements, as more particularly described in Exhibit A attached hereto (the "Improvements"):

Natural gas trunk line improvements and related portions of underground trench improvements (the "Improvements").

A schedule of the costs of the Improvements is attached hereto as Exhibit B.

TSVI hereby represents for the benefit of the Village and its assigns (specifically New Mexico Gas Company) that it owns good and merchantable title, free and clear of all liens and encumbrances, to the personal property and holds all necessary permit rights in the real property on which the Improvements have been constructed, as shown in the diagrams attached hereto as Exhibit A.

TSVI understands and agrees that, following dedication of the Improvements to the Village, the Village will assign all its right, title and interest in and to the Improvements to New Mexico Gas Company for the purpose of providing natural gas service to the Village and its residents.

The Village hereby acknowledges and agrees to accept from TSVI the delivery and assignment of all permit rights, contracts, documents, agreements, material receipts, and warranties, used, executed, or received for the construction of the Improvements from the contractor/constructor of the Improvements. TSVI hereby affirms and warrants to the Village that all payments due to material suppliers, contactors, laborers, or other persons furnishing materials or services for the Improvements are paid in full and there are no outstanding balances of amounts due or liens attached to or that will be attached to the Improvements.

No modification of this Dedication is binding upon either party, their successors, or assigns unless it be in writing, signed and dated by a duly authorized representative of both parties.

Both TSVI and the Village and their respective signatories represent and warrant that they are authorized to enter into and duly sign and acknowledge this instrument and convey, assign and grant the interests conveyed, assigned and granted by this instrument.

This instrument is intended to facilitate the reimbursement of TSVI for the costs of the Improvements dedicated hereunder by the Village of Taos Ski Valley Tax Increment Development District, and nothing herein shall be construed as limiting the eligibility of TSVI for such reimbursement, including, without limitation, the consideration paid by the Village recited above.

This instrument is effective as of the date and time of its recordation in the real property records of Taos County, New Mexico.

TAOS SKI VALLEY, INC.

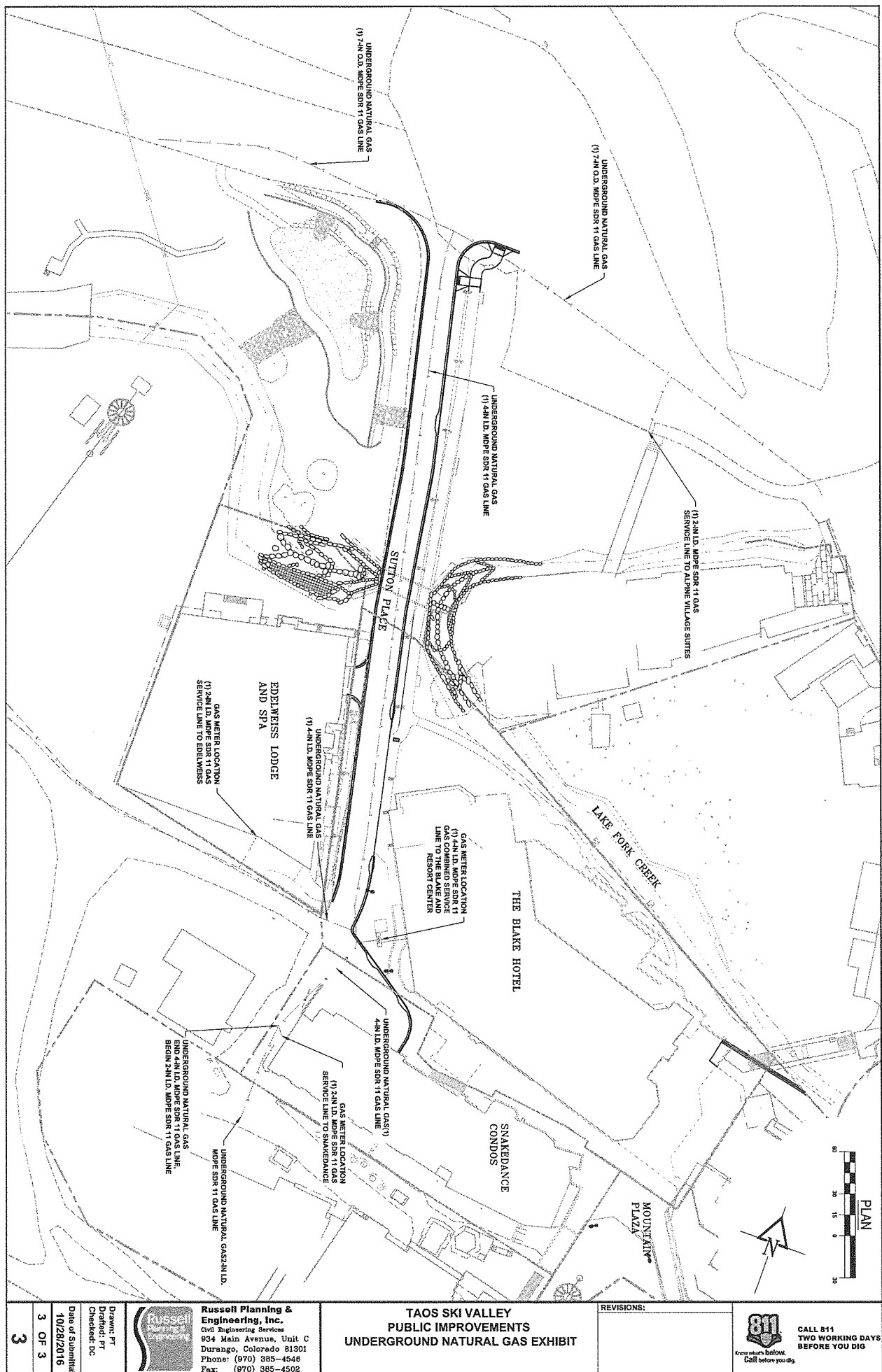
VILLAGE OF TAOS SKI VALLEY

By _____
Authorized Officer

By _____
Mayor

Date: _____, 2016

Date: _____, 2016



TAOS SKI VALLEY, INC
ROUTE 150 JOINT UNDERGROUND UTILITY PROJECT

Exhibit B
December 7, 2016

Cost Allocation									
Item	Quantity	Unit	Labor	Matrl	L+M	Total Cost	Electric	Gas	Fiber
Trenching, bedding, crossings & roadwork									
(49x48) (DxW)	41,668	feet	90	0	90	\$ 3,811,740	\$ 1,270,580	\$ 1,270,580	\$ 1,270,580
(48X24) (DxW)	1,908	feet	90	0	90	\$ 389,759		\$ 389,759	
(19X12) (DxW)	6,333					\$ 69,663	\$ 69,663		
(48X30) (DxW)	48					\$ 4,080	\$ 2,040	\$ 2,040	
(65x48) (DxW)						\$ 6,210		\$ 6,210	
(36x24) (DxW)						\$ 3,720	\$ 1,240	\$ 1,240	\$ 1,240
Gavilan crossing	200					\$ 58,200	\$ 19,400	\$ 19,400	\$ 19,400
Little Creek crossing						\$ 25,000	\$ 8,333	\$ 8,333	\$ 8,333
Big Creek crossing						\$ 25,000	\$ 8,333	\$ 8,333	\$ 8,333
Yerba crossing						\$ 62,520	\$ 20,840	\$ 20,840	\$ 20,840
Manzanita crossing						\$ 16,800	\$ 5,600	\$ 5,600	\$ 5,600
Italianos crossing						\$ 40,800	\$ 13,600	\$ 13,600	\$ 13,600
Rock Adder	30,000	feet	25	0	25	\$ 122,025	\$ 40,675	\$ 40,675	\$ 40,675
Bedding	13,880	Cu yd.	10	20	30	\$ 208,838	\$ 69,613	\$ 69,613	\$ 69,613
Pavement Repair	250	feet	150	3,500	3,650	\$ 614,635	\$ 204,878	\$ 204,878	\$ 204,878
Driveway Repair	250	feet	600	1,500	2,100	\$ 35,000	\$ 11,667	\$ 11,667	\$ 11,667
2" Warning Tape	48,227	feet	0	0	0	\$ 101,517	\$ 33,839	\$ 33,839	\$ 33,839
Over Excavation		feet			0	\$ 41,750	\$ 41,750	\$ -	\$ -
Culvert Crossings		ea.			0	\$ 47,250	\$ 15,750	\$ 15,750	\$ 15,750
Cement Foundations		ea.			0	\$ 9,000	\$ 9,000	\$ -	\$ -
Standby		ea.			0	\$ 15,000	\$ 5,000	\$ 5,000	\$ 5,000
Pot Holing		ea.			0	\$ 1,700	\$ 567	\$ 567	\$ 567
Parking Lot Cleanup		ea.			0	\$ 136,618	\$ 45,539	\$ 45,539	\$ 45,539
Austing Haus						\$ 8,874	\$ 2,958	\$ 2,958	\$ 2,958
remove existing 500mcm						\$ 31,094	\$ 31,094	\$ -	\$ -
Other		ea.			0	\$ 46,914	\$ 15,638	\$ 15,638	\$ 15,638
Traffic Control		Highway Supply				\$ 453,000	\$ 151,000	\$ 151,000	\$ 151,000
Trenching subtotal						\$ 6,386,706	\$ 2,098,597	\$ 2,343,059	\$ 1,945,050
Junctions, Junction Boxes, Terminations (Electrical)									
UM33	2	ea.	1,000	1,552	2,552	\$ -	\$ -	\$ -	\$ -
UM33-MS (J-Box)	82	ea.	550	4,706	5,256	\$ 345,370	\$ 345,370	\$ -	\$ -
UM48-1&2	82	ea.	250	24	274	\$ 13,550	\$ 13,550	\$ -	\$ -
UM1-7C	2	ea.	800	0	800	\$ -	\$ -	\$ -	\$ -
UM6-22M (600A)	252	ea.	200	794	994	\$ 5,775	\$ 5,775	\$ -	\$ -
Junction boxes subtotal						\$ 364,695	\$ 364,695	\$ -	\$ -
Electrical and Communications Conduit and Hand Holds									
4" Sch 40 PVC	250,008	feet	2	2	4	\$ 1,071,814	\$ 714,543	\$ -	\$ 357,271
3" Sch 40 PVC	5,531					\$ 6,648		\$ 6,648	
4" Sweeps (3' rad)	30	ea.	50	20	70	\$ 1,400	\$ 933	\$ -	\$ 467
UR5 6" Steel Casing	250	feet	800	300	1,100	\$ 8,229	\$ 8,229	\$ -	\$ -
UR5 - 10" Steel Casing	500	feet	1,200	600	1,800	\$ 22,800	\$ -	\$ 22,800	\$ -
UR-16" Steel Casing	250	feet	1,500	800	2,300	\$ 9,305	\$ 6,204	\$ -	\$ 3,102
Comm Hand Holes	18		2,000	6,000	8,000	\$ 37,975	\$ -	\$ -	\$ 37,975
Conduit subtotal						\$ 1,158,172	\$ 729,909	\$ 22,800	\$ 405,463
Electrical conductor and other									
500AL mcm 260mil	146,000	feet	3	5	8	\$ 152,806	\$ 152,806	\$ -	\$ -
4/0 UG 260 mil	2,990	feet				\$ 5,478	\$ 5,478	\$ -	\$ -
1/0 CLX 260mil	6,520	feet				\$ 223,468	\$ 223,468	\$ -	\$ -
Switch Gear	1	ea.	10,000	25,000	27,000	\$ -	\$ -	\$ -	\$ -
UM6-3 (600A)	264	ea.	225	96	321	\$ 15,120	\$ 15,120	\$ -	\$ -
UM6-11 (600A)	135	ea.	50	55	105	\$ -	\$ -	\$ -	\$ -
UM6-10 (200A)						\$ 1,050	\$ 1,050	\$ -	\$ -
UM6-1(4/0)						\$ 900	\$ 900	\$ -	\$ -
UM6-28						\$ 1,530	\$ 1,530	\$ -	\$ -
UM6-34	135	ea.	50	105	155	\$ 1,620	\$ 1,620	\$ -	\$ -
PME site work						\$ 20,405	\$ 20,405	\$ -	\$ -
transformer						\$ 2,200	\$ 2,200	\$ -	\$ -
fiber installation						\$ 5,386	\$ -	\$ -	\$ 5,386
WESCO material (section 7 only)						\$ 563,462	\$ 375,641	\$ -	\$ 187,821
Other (J&D)						\$ 16,084	\$ 16,084	\$ -	\$ -
Electrical subtotal						\$ 1,009,509	\$ 816,302	\$ -	\$ 193,207
Gas line									
6" poly line	48,275	feet			36.6	\$ 1,522,058	\$ -	\$ 1,522,058	\$ -
Soft Costs									
Engineering & Mgmt		T&D Svs				\$ 1,669,568	\$ 556,523	\$ 556,523	\$ 556,523
Environmental/Permitting/Survey		Glorieta Geo/SE Group/Red Tail				\$ 213,000	\$ 71,000	\$ 71,000	\$ 71,000
Legal		Modrall/Canepa				\$ 85,000	\$ 28,333	\$ 28,333	\$ 28,333
Admin & LOC Fees		BPM/JPM Chase				\$ 20,000	\$ 3,000	\$ 14,000	\$ 3,000
BPM O/H Allocation (1.5%)						\$ 200,000	\$ 66,667	\$ 66,667	\$ 66,667
						\$ 2,187,568	\$ 725,523	\$ 736,523	\$ 725,523
Sub-total						\$ 12,628,708	\$ 4,735,026	\$ 4,624,440	\$ 3,269,243
NMGRT (unallocated above)						\$ 473,411	\$ 177,501	\$ 173,356	\$ 122,554
TOTAL COSTS						\$ 13,102,120	\$ 4,912,527	\$ 4,797,795	\$ 3,391,797

As of December 7, 2016
C086002009 - Up-Valley Utility Trench

Vendor	Tran Date	Comment	Amount
HIGHWAY SUPPLY			
N00	12/02/2015	HIG008 traffic control	74,910.00
N00	12/02/2015	HIG008 traffic control GRT	6,507.81
A02	03/28/2016	HIG008 traffic control	61,765.00
A02	03/28/2016	HIG008 traffic control GRT	5,365.83
N00	04/28/2016	HIG008 4/2016 traffic control	75,820.00
N00	04/28/2016	HIG008 4/2016 traffic GRT	6,586.86
N00	06/23/2016	HIG008 4/26-5/26 traffic contr	109,445.00
N00	06/23/2016	HIG008 4/26-5/26 traffic GRT	9,508.04
N00	10/12/2016	HIG008 June traffic control	78,960.00
N00	10/12/2016	HIG008 June traffic controlGRT	6,859.65
N00	10/12/2016	HIG008 July traffic control	12,240.00
N00	10/12/2016	HIG008 July traffic controlGRT	1,063.35
N00	10/12/2016	HIG008 July traffic control	4,350.00
N00	10/12/2016	HIG008 July traffic controlGRT	377.91
			453,759.45
J&D ELECTRICAL CONTRACTORS			
N00	10/19/2015	J&D000 segment #1 pvc	34,020.00
N00	10/19/2015	J&D000 segment #1 pvc GRT	2,955.49
N00	10/19/2015	J&D000 segment #2 pvc	34,020.00
N00	10/19/2015	J&D000 segment #2 pvc GRT	2,955.49
N00	10/19/2015	J&D000 segment #3 pvc	47,520.00
N00	10/19/2015	J&D000 segment #3 pvc GRT	4,128.30
N00	12/02/2015	J&D000 segment 1	66,601.00
N00	12/02/2015	J&D000 segment 1 GRT	5,785.96
N00	12/02/2015	J&D000 segment 2	69,977.50
N00	12/02/2015	J&D000 segment 2 GRT	6,079.30
N00	12/02/2015	J&D000 segment 3	23,440.00
N00	12/02/2015	J&D000 segment 3 GRT	2,036.35
N00	12/02/2015	J&D000 segment 4	98,820.00
N00	12/02/2015	J&D000 segment 4 GRT	8,584.99
N00	04/28/2016	J&D000 segment 3 vaults	24,800.00
N00	04/28/2016	J&D000 segment 3 vaults GRT	2,154.50
N00	04/28/2016	J&D000 segment 4 conduits	44,096.00
N00	04/28/2016	J&D000 segment 4 GRT	3,830.84
N00	04/28/2016	J&D000 segment 5 conduits	85,008.00
N00	04/28/2016	J&D000 segment 5 GRT	7,385.07
N00	04/28/2016	J&D000 segment 6 conduits	25,872.00
N00	04/28/2016	J&D000 segment 6 GRT	2,247.63
N00	06/13/2016	J&D000 segment 6 conduits	107,362.00
N00	06/13/2016	J&D000 segment 6 GRT	9,327.07
N00	06/13/2016	J&D000 segment 7, 7a conduits	30,338.65
N00	06/13/2016	J&D000 segment 7, 7a GRT	2,635.67
N00	06/13/2016	J&D000 segment 1-5 conduits	27,835.00
N00	06/13/2016	J&D000 segment 1-5 GRT	2,418.17
N00	06/23/2016	J&D000 Segment 7	190,796.80
N00	06/23/2016	J&D000 Segment 7 GRT	16,575.47
N00	06/23/2016	J&D000 Segments 4-6	39,033.00
N00	06/23/2016	J&D000 Segments 4-6 GRT	3,390.99
N00	10/12/2016	J&D000 Segment 1	25,767.40
N00	10/12/2016	J&D000 Segment 1 GRT	2,238.54
N00	10/12/2016	J&D000 Segment 7A	88,390.00
N00	10/12/2016	J&D000 Segment 7A GRT	7,678.88
N00	10/12/2016	J&D000 Segment 1 Blake	44,397.80
N00	10/12/2016	J&D000 Segment 1 Blake GRT	3,857.06
N00	10/12/2016	J&D000 Third party materials	1,642.27
			1,206,003.19
KIT CARSON ELECTRIC COOPERATIVE, INC.			
N00	01/08/2016	KIT003 Conduits - wesco	192,759.02
N00	01/08/2016	KIT003 Conduits - wesco GRT	13,853.60

Vendor	Tran Date	Comment	Amount
N00	04/26/2016	KIT003 PVC for trench	12,105.55
			218,718.17
NEW MEXICO GAS COMPANY INC			
000	10/30/2015	NEW061 Extension natural gas 2	426,514.50
A02	09/21/2015	NEW061 Extension natural gas	426,514.50
000	02/01/2016	NEW061 Extension natural gas 3	426,514.50
A02	06/21/2016	NEW061 Ext natural gas line- 4	426,514.50
		credit due from NM Gas	(184,000.00)
			1,522,058.00
PROTEGE EXCAVATION			
N00	10/19/2015	PRO027 segment #1 ur2/ur3	212,240.00
N00	10/19/2015	PRO027 segment #1 ur2/ur3 GRT	18,438.35
N00	01/07/2016	PRO027 Segment 1 GRT	17,540.41
N00	01/07/2016	PRO027 Segment 1	201,904.00
			450,122.76
ROMERO'S EXCAVATION			
N00	10/19/2015	ROM008 trench urs-2r	245,710.00
N00	10/19/2015	ROM008 trench urs-2r GRT	21,346.00
N00	10/19/2015	ROM008 standby time - 6 days	9,000.00
N00	10/19/2015	ROM008 standby time - 6 days GRT	781.88
N00	10/19/2015	ROM008 pot holting	1,700.00
N00	10/19/2015	ROM008 pot holting GRT	147.69
N00	12/02/2015	ROM008 segment 2 completion	290,067.50
N00	12/02/2015	ROM008 segment 2 completioGRT	25,199.62
N00	04/26/2016	ROM008 haul loads to lot	23,800.00
N00	04/26/2016	ROM008 haul loads to lot GRT	2,067.63
N00	04/28/2016	ROM008 segment 8 trenching	354,435.80
N00	04/28/2016	ROM008 segment 8 GRT	30,791.61
N00	06/23/2016	ROM008 Excavation work	103,756.25
N00	06/23/2016	ROM008 Excavation work GRT	9,013.83
N00	08/17/2016	ROM008 segment 2 LMF	57,441.94
N00	08/17/2016	ROM008 segment 2 LMF GRT	4,990.27
			1,180,250.02
TRANSMISSION & DISTRIBUTION SERVICES			
A07	06/18/2014	TRA023 site visit/design eng	11,718.77
A07	06/18/2014	TRA023 engineering/feasibility	7,802.44
A07	06/18/2014	TRA023 modeling/design	26,689.25
A07	07/31/2014	TRA023 7/2014 engineering	4,339.51
A07	08/27/2014	TRA023 6/2014 task 2 engineeri	2,434.25
A07	10/01/2014	TRA023 joint use utility trenc	23,315.30
A07	11/13/2014	TRA023 10/2014 Distribution St	3,461.24
A07	01/22/2015	TRA023 12/2014 distribution st	11,478.96
A07	01/22/2015	TRA023 12/2014 system analysis	6,537.70
A07	01/22/2015	TRA023 joint use trench layout	973.70
A07	04/22/2015	TRA023 1/15-3/15 distribution	108,439.47
A24	04/22/2015	TRA023 1/15-3/15 distributiGRT	7,590.76
A07	04/22/2015	TRA023 3/2015 joint use trench	3,185.00
A24	04/22/2015	TRA023 3/2015 joint use treGRT	222.95
A07	06/10/2015	TRA023 3/2015 Joint Use Trench	70,096.78
A07	06/10/2015	TRA023 3/2015 Joint Use Trench GRT	4,906.77
A07	06/26/2015	TRA023 11/2015 joint use trenc	6,367.00
A07	06/26/2015	TRA023 1/2015 joint use trench	11,041.11
A07	06/26/2015	TRA023 11/2015 joint use GRT	445.69
A07	06/26/2015	TRA023 1/2015 joint use GRT	772.88
A07	07/29/2015	TRA023 6/2015 joint use trench	53,648.02
A07	07/29/2015	TRA023 6/2015 joint use treGRT	3,755.36
A07	09/29/2015	TRA023 7/2015 joint use trench	41,744.85
A07	09/29/2015	TRA023 7/2015 joint use trench GRT	3,000.41
A07	10/26/2015	TRA023 9/2015 utility trench	146,456.21
A07	10/26/2015	TRA023 9/2015 utility trench GRT	12,723.38
A07	10/26/2015	TRA023 5/2015 utlity trench	64,705.71
A07	10/26/2015	TRA023 5/2015 utlity trench GRT	4,529.40
A07	10/26/2015	TRA023 8/2015 utlity trench	26,385.50

Vendor	Tran Date	Comment	Amount
A07	10/26/2015	TRA023 8/2015 utility trench GRT	2,292.24
A07	12/02/2015	TRA023 10/2015 utility trench	30,722.02
A07	12/02/2015	TRA023 10/2015 utility trenGRT	2,668.98
A07	12/02/2015	TRA023 supervision-Hwy150 cons	234,886.47
A07	12/02/2015	TRA023 supervision-Hwy150 GRT	20,405.76
A07	12/16/2015	TRA023 11/2015 construc Hwy 15	58,998.73
A07	12/16/2015	TRA023 11/2015 construc HwyGRT	5,125.51
A07	12/16/2015	TRA023 11/2015 utility trench	23,250.00
A07	12/16/2015	TRA023 11/2015 utility trenGRT	2,019.84
A02	05/04/2016	TRA023 3/2016 construction	49,764.76
A02	05/04/2016	TRA023 3/2016 constructionGRT	4,323.31
A02	05/04/2016	TRA023 1/2016 construction	60,696.04
A02	05/04/2016	TRA023 1/2016 constructionGRT	5,272.97
A02	05/04/2016	TRA023 12/2015 construction	48,171.83
A02	05/04/2016	TRA023 12/2015 constructionGRT	4,184.93
A02	06/16/2016	TRA023 3/28-5/2 construction	223,556.94
A02	06/16/2016	TRA023 3/28-5/2 construct GRT	19,360.57
A02	06/23/2016	TRA023 5/2-5/27 Segments 1-8	132,506.16
A02	06/23/2016	TRA023 5/2-5/27 Segments GRT	11,511.47
A02	08/17/2016	TRA023 5/30-6/25 seg 1-8	131,378.90
A02	08/17/2016	TRA023 5/30-6/25 seg 1-8 GRT	11,413.54
A02	11/02/2016	TRA023 Hwy150 closeout activit	12,594.50
A02	11/02/2016	TRA023 Hwy150 closeout GRT	1,094.15
A02	11/02/2016	TRA023 Seg 1-8 7/4-8/25/16	80,799.64
A02	11/02/2016	TRA023 Seg 1-8 7/4-8/25 GRT	7,019.47
N00	11/02/2016	TRA023 8/9-8/12 construction	9,767.12
N00	11/02/2016	TRA023 8/9-8/12 constructi GRT	1,013.80
			1,863,568.02

VIGIL'S ASPHALT & GRAVEL

N00	10/19/2015	VIG001 segment #3 ur2-2	356,976.00
N00	10/19/2015	VIG001 segment #3 ur2-2 GRT	31,012.29
N00	12/02/2015	VIG001 segment 3 completion	102,069.00
N00	12/02/2015	VIG001 segment 3 completioGRT	8,867.24
N00	12/02/2015	VIG001 segment 4 work	737,134.00
N00	12/02/2015	VIG001 segment 4 work GRT	64,038.52
N00	12/02/2015	VIG001 material hauling	85,200.00
N00	12/02/2015	VIG001 material hauling GRT	7,401.75
N00	01/07/2016	VIG001 gila parking lot GRT	208.50
N00	01/07/2016	VIG001 gila parking lot	2,400.00
N00	04/28/2016	VIG001 segment 4 trenching	36,556.00
N00	04/28/2016	VIG001 segment 4 GRT	3,175.80
N00	04/28/2016	VIG001 segment 5 trenching	497,164.00
N00	04/28/2016	VIG001 segment 5 GRT	43,191.12
N00	04/28/2016	VIG001 segment 6 trenching	151,442.00
N00	04/28/2016	VIG001 segment 6 GRT	13,156.52
N00	06/13/2016	VIG001 segment 7a	84,204.00
N00	06/13/2016	VIG001 segment 7a GRT	7,315.22
N00	06/13/2016	VIG001 Gavilan crossing	59,400.00
N00	06/13/2016	VIG001 Gavilan crossing GRT	5,160.38
N00	06/13/2016	VIG001 segment 6	580,265.00
N00	06/13/2016	VIG001 segment 6 GRT	50,410.52
N00	06/13/2016	VIG001 segment 5 & 6	72,345.00
N00	06/13/2016	VIG001 segment 5 & 6 GRT	6,284.97
N00	06/13/2016	VIG001 Little Creek crossing	26,500.00
N00	06/13/2016	VIG001 Little Creek GRT	2,302.19
N00	06/13/2016	VIG001 Big Creek crossing	26,500.00
N00	06/13/2016	VIG001 Big Creeek GRT	2,302.19
N00	06/13/2016	VIG001 Yerba crossing	64,020.00
N00	06/13/2016	VIG001 Yerba crossing GRT	5,561.74
N00	06/13/2016	VIG001 Big Creek line ext	9,140.00
N00	06/13/2016	VIG001 Big Creek line GRT	794.04
N00	06/13/2016	VIG001 Little Creek line ext	27,875.00
N00	06/13/2016	VIG001 Little Creek line GRT	2,421.64

Vendor	Tran Date	Comment	Amount
N00	06/13/2016	VIG001 Yerba line ext	40,234.00
N00	06/13/2016	VIG001 Yerba line GRT	3,495.33
N00	06/23/2016	VIG001 Segment 7	641,735.00
N00	06/23/2016	VIG001 Segment 7 GRT	55,750.73
N00	06/23/2016	VIG001 Asphalt repair	245,035.00
N00	06/23/2016	VIG001 Asphalt repair GRT	21,287.42
N00	06/23/2016	VIG001 Mans tribute crossing	19,300.00
N00	06/23/2016	VIG001 Mans tribute cross GRT	1,676.69
N00	06/23/2016	VIG001 Italianos tribute cross	43,300.00
N00	06/23/2016	VIG001 Italianos tribute GRT	3,761.69
N00	06/23/2016	VIG001 Mans tie line	22,346.60
N00	06/23/2016	VIG001 Mans tie lie GRT	1,941.36
N00	06/23/2016	VIG001 Italianos tie line	20,975.00
N00	06/23/2016	VIG001 Italianos tie line GRT	1,822.20
N00	08/17/2016	VIG001 Firehouse Rd	17,859.60
N00	08/17/2016	VIG001 Firehouse Rd GRT	1,551.55
N00	08/17/2016	VIG001 Sutton Rd.	31,630.00
N00	08/17/2016	VIG001 Sutton Rd. GRT	2,747.86
N00	11/02/2016	VIG001 Sutton Pl excavation	55,689.60
N00	11/02/2016	VIG001 Sutton Pl excava GRT	4,838.03
N00	11/02/2016	VIG001 Tbird Rd excavation	32,371.20
N00	11/02/2016	VIG001 Tbird Rd excavationGRT	2,812.25
N00	11/02/2016	VIG001 LMF excavation	11,237.20
N00	11/02/2016	VIG001 LMF excavation GRT	976.23
N00	11/02/2016	VIG001 Childrens center	6,620.00
N00	11/02/2016	VIG001 Childrens center GRT	575.11
N00	11/02/2016	VIG001 PME cabinet	19,205.00
N00	11/02/2016	VIG001 PME cabinet GRT	1,668.43
N00	11/02/2016	VIG001 NM150 asphalt repair	297,255.00
N00	11/02/2016	VIG001 NM150 asphalt repairGRT	25,824.03
N00	11/02/2016	VIG001 Amizette drainage	10,374.25
N00	11/02/2016	VIG001 Amizette drainage GRT	901.26
N00	11/02/2016	VIG001 Strawberry hill	59,517.00
N00	11/02/2016	VIG001 Strawberry hill GRT	5,170.54
N00	11/02/2016	VIG001 Pit house	5,142.50
N00	11/02/2016	VIG001 Pit house GRT	446.75
N00	11/02/2016	VIG001 Saint Bernard	11,615.25
N00	11/02/2016	VIG001 Saint Bernard GRT	1,009.07
			4,902,493.36

WESCO DISTRIBUTION

N00	04/28/2016	WES027 temp CLX cable	110,055.00
N00	04/28/2016	WES027 temp CLX cable GRT	9,561.03
N00	04/28/2016	WES027 segment 7 conductor	79,310.00
N00	04/28/2016	WES027 segment 7 GRT	6,890.06
N00	04/28/2016	WES027 segment 7 conductor	16,480.00
N00	04/28/2016	WES027 segment 7 GRT	1,431.70
N00	10/12/2016	WES027 electrical materials	480,082.60
N00	10/12/2016	WES027 electrical materialsGRT	41,707.17
	11/04/2016	WES027 electric/comm materials	38,341.01
	11/04/2016	WES027 electric/comm materiGRT	3,330.88
			787,189.45

JPM LOC Fees

000	10/14/2015	JPM NM gas LC fees	500.00
000	01/31/2016	1/15 JPM LC fee	4,515.21
000	03/31/2016	3/3 JPM LC amendment	250.00
000	04/30/2016	4/14 JPM LC fee	3,451.85
000	07/31/2016	LoC fee 7/2016 frm 19731	1,488.71
000	10/31/2016	LoC fee 10/2016 frm 19731	1,505.07
			11,710.84

ADMIN T&E

203	11/28/2014	PT 11/2014 T&E frm 19731	901.55
203	02/28/2015	PT 2/2015 T&E frm 19731	819.65

Vendor	Tran Date	Comment	Amount
203	06/30/2015	PT 6/2015 T&E frm 19731	707.65
203	07/31/2015	PT 7/2015 T&E frm 19731	2,158.88
203	09/30/2015	PT 9/2015 T&E frm 19731	1,678.21
203	10/31/2015	PT 10/2015 T&E frm 19731	1,030.79
000	11/30/2015	SB postage 11/2015 T&E frm 197	106.51
000	12/31/2015	SB postage 12/2015 T&E frm 197	18.58
000	04/30/2016	4/2016 SB postage frm 19731	17.27
000	05/31/2016	SB postage 5/2016 frm 19731	38.52
000	06/30/2016	SB postage 6/2016 frm 19731	17.44
			7,495.05

CANEPA & VIDAL, P.A.

B33	07/29/2015	CAN001 6/2015 legal re trench	150.00
N00	07/29/2015	CAN001 6/2015 legal re trench	1,224.56
A02	07/29/2015	CAN001 6/2015 legal re trench	300.00
A02	06/29/2016	CAN001 5/2016 legal re utility	325.00
			1,999.56

CONSERVATION PARTNERS

A02	05/26/2015	CON010 GIS analysis	650.00
			650.00

GLORIETA GEOSCIENCE, INC.

A07	07/16/2014	GLO015 Hwy 150 ROW assess	908.45
A07	08/07/2014	GLO015 Survey re Rte 150	6,447.87
A07	03/18/2015	GLO015 Hwy 150 SWPPP	24,267.37
A07	04/22/2015	GLO015 Hwy 150 SWPPP 3/2015	22,774.56
A07	04/22/2015	GLO015 Hwy 150 SWPPP GRT	1,864.67
A07	05/26/2015	GLO015 4/2015 Hwy SWPPP	55.44
A07	05/26/2015	GLO015 4/2015 Hwy SWPPP	677.16
A07	06/24/2015	GLO015 5/2015 Hwy150 SWPPP	1,252.14
A07	06/24/2015	GLO015 5/2015 Hwy150 SWPPP GRT	102.52
A07	07/29/2015	GLO015 Hwy 150 SWPPP	688.88
A07	07/29/2015	GLO015 Hwy 150 SWPPP GRT	59.85
A07	08/25/2015	GLO015 Hwy 150 SWPPP	3,948.63
A07	08/25/2015	GLO015 Hwy 150 SWPPP GRT	343.04
A07	09/28/2015	GLO015 8/2015 Hwy 150 stormwater	473.75
A07	10/27/2015	GLO015 Hwy 150 Stormwater	4,197.38
A07	10/27/2015	GLO015 Hwy 150 StormwaterGRT	364.65
A07	11/24/2015	GLO015 10/2015 Hwy 150 stormwa	19,203.93
A07	11/24/2015	GLO015 10/2015 Hwy 150 st GRT	1,668.34
A07	12/22/2015	GLO015 11/2015 Hwy 150 storm	5,974.83
A07	12/22/2015	GLO015 11/2015 Hwy 150 GRT	519.06
A07	01/22/2016	GLO015 12/2015 Stormwater	1,586.75
A07	01/22/2016	GLO015 12/2015 Stormwater GRT	137.85
A07	03/02/2016	GLO015 1/2016 Hwy 150 inspec	6,645.38
A07	03/02/2016	GLO015 1/2016 Hwy 150 GRT	577.32
A07	03/23/2016	GLO015 2/2016 Hwy 150 Stormwat	4,775.38
A07	03/23/2016	GLO015 2/2016 Hwy 150 StormGRT	414.86
A07	04/25/2016	GLO015 3/2016 Stormwater inspe	9,445.65
A07	04/25/2016	GLO015 3/2016 Stormwater GRT	820.59
A07	05/25/2016	GLO015 4/2016 stormwater	18,867.78
A07	05/25/2016	GLO015 4/2016 stormwater GRT	1,639.14
A07	06/28/2016	GLO015 5/2016 Hwy 150 stormwat	12,329.25
A07	06/28/2016	GLO015 5/2016 Hwy 150 GRT	1,071.10
A07	07/28/2016	GLO015 6/2016 Hwy 150 stormwat	11,797.10
A07	07/28/2016	GLO015 6/2016 Hwy 150 GRT	1,024.87
A07	08/22/2016	GLO015 7/2016 Hwy 150 stormwat	3,225.75
A07	08/22/2016	GLO015 7/2016 Hwy 150 GRT	280.24
A07	09/27/2016	GLO015 8/2016 Hwy 150 stormwat	7,319.13
A07	09/27/2016	GLO015 8/2016 Hwy 150 GRT	635.85
A07	10/28/2016	GLO015 9/2016 Hwy 150 stormwat	486.75
A07	10/28/2016	GLO015 9/2016 Hwy 150 GRT	42.29
12/7 outstanding invoice			4,000.00
			182,915.55

MODRALL SPERLING

Vendor	Tran Date	Comment	Amount
A02	03/11/2015	MOD001 1/2015 legal re utility	6,665.94
A02	04/08/2015	MOD001 2/2015 legal re utility	1,778.59
A02	05/26/2015	MOD001 4/2015 legal re trench	22,236.76
A02	06/24/2015	MOD001 5/2015 legal re trench	860.50
A07	06/24/2015	MOD001 5/2015 legal re trench GRT	70.45
A02	08/18/2015	MOD001 6/2015 legal re trench	6,858.32
A02	09/22/2015	MOD001 7/2015 Utility trench	7,301.42
A02	10/26/2015	MOD001 8/2015 utility trench	6,557.21
A02	12/11/2015	MOD001 10/2015 Utility Trench	17,598.53
A02	01/21/2016	MOD001 12/2015 legal re utilit	175.47
A02	04/20/2016	MOD001 2/2016 utility trench	2,070.20
A02	06/22/2016	MOD001 4/2016 utility trench	4,131.92
A02	07/25/2016	MOD001 5/2016 Utility trench	438.66
A02	11/21/2016	MOD001 9/2016 Utility trench	438.66
		Allowance for final billing	5,000.00
			82,182.63

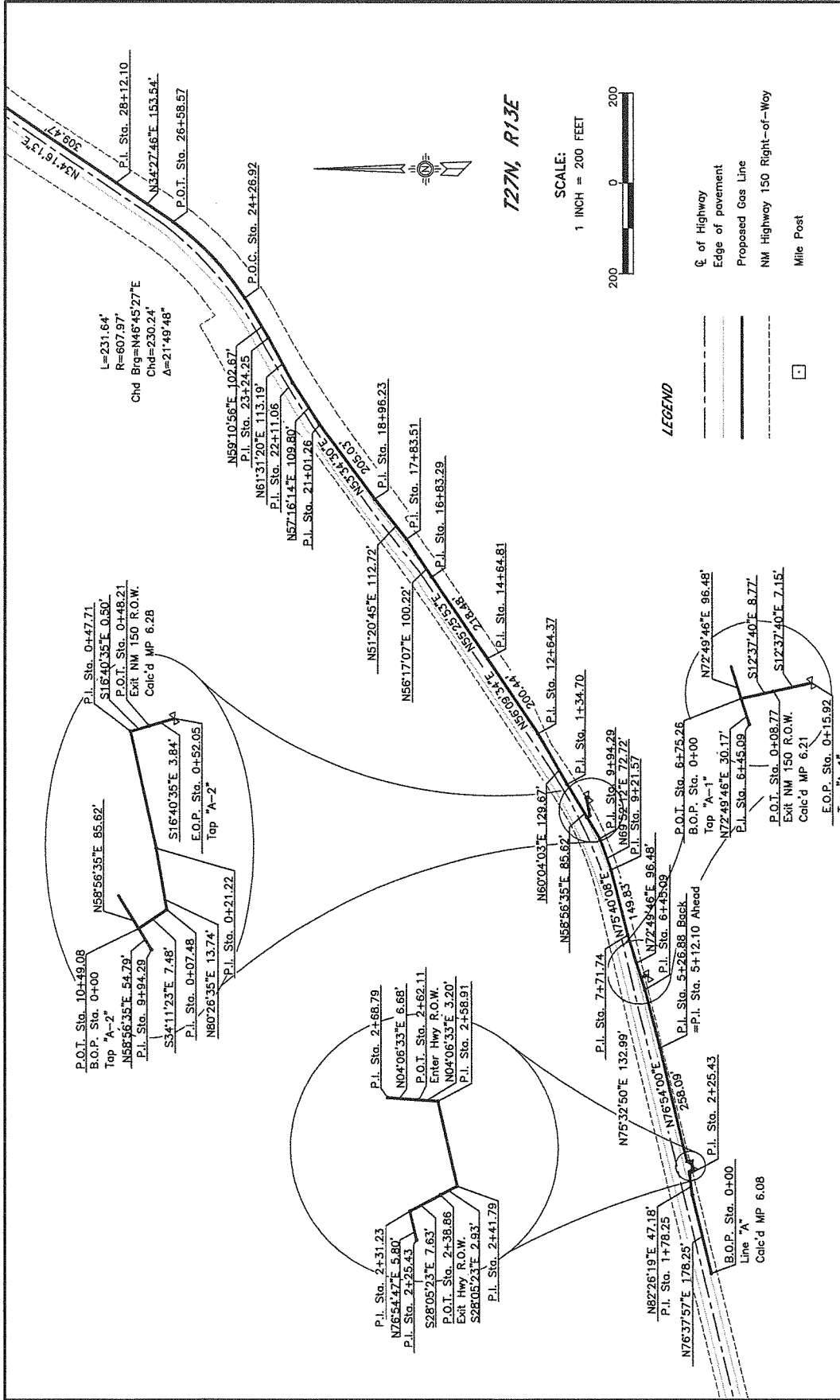
RED TAIL SURVEYING INC.

A07	03/04/2015	RED001 2/2015 utility trench	1,046.71
A07	03/04/2015	RED001 Highway corridor	219.08
A07	05/26/2015	RED001 4/2015 Utilities	566.63
			1,832.42

SE GROUP

A07	09/25/2014	SEG004 8/2014 Utilities work	3,026.25
A07	10/16/2014	SEG004 9/2014 Villag Utilities	826.88
A07	10/16/2014	SEG004 7/2014 Village Utilitie	3,028.48
A07	10/16/2014	SEG004 2015 USFS land project	826.87
A07	11/13/2014	SEG004 10/2014 Village Utiliti	775.00
A07	12/11/2014	SEG004 11/2014 Village Utiliti	442.50
A07	02/26/2015	SEG004 1/2015 Village Utilitie	7,195.00
A07	01/13/2015	SEG004 12/2014 Utility trench	1,867.50
A07	01/01/2015	SEG004 7/2014 Village Utilitie	3,028.48
A07	05/26/2015	SEG004 2/2015 Village Utilitie	3,196.00
A07	05/26/2015	SEG004 3/2015 Village Utilitie	1,793.10
A07	07/29/2015	SEG004 6/2016 Village utilitie	2,255.00
A07	08/22/2016	SEG004 7/2016 Village utilitie	910.00
			29,171.06

Total Paid to Vendors	12,902,119.53
BPM Overhead Allocation	200,000.00
TOTAL PROJECT COSTS	13,102,119.53
BPM %	1.5%



T27N, R13E

SCALE:
1 INCH = 200 FEET



LEGEND

- Center of Highway
- Edge of pavement
- Proposed Gas Line
- NM Highway 150 Right-of-Way
- Mile Post



NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM
BLM Plats of Survey: T27N, R13E, NMPL Exchange Survey
Original Survey accepted April 12, 1900; H.E.S. No. 82 in
Carron National Forest, unsurveyed T27N, R14E, NMPL,
accepted Feb. 11, 1915

NEW MEXICO GAS COMPANY

PARALLEL 8
AS BUILT GAS LINE

STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		1 OF 3

ALBUQUERQUE, NEW MEXICO
DATE: 9/29/14
PROJECT NO. 900000

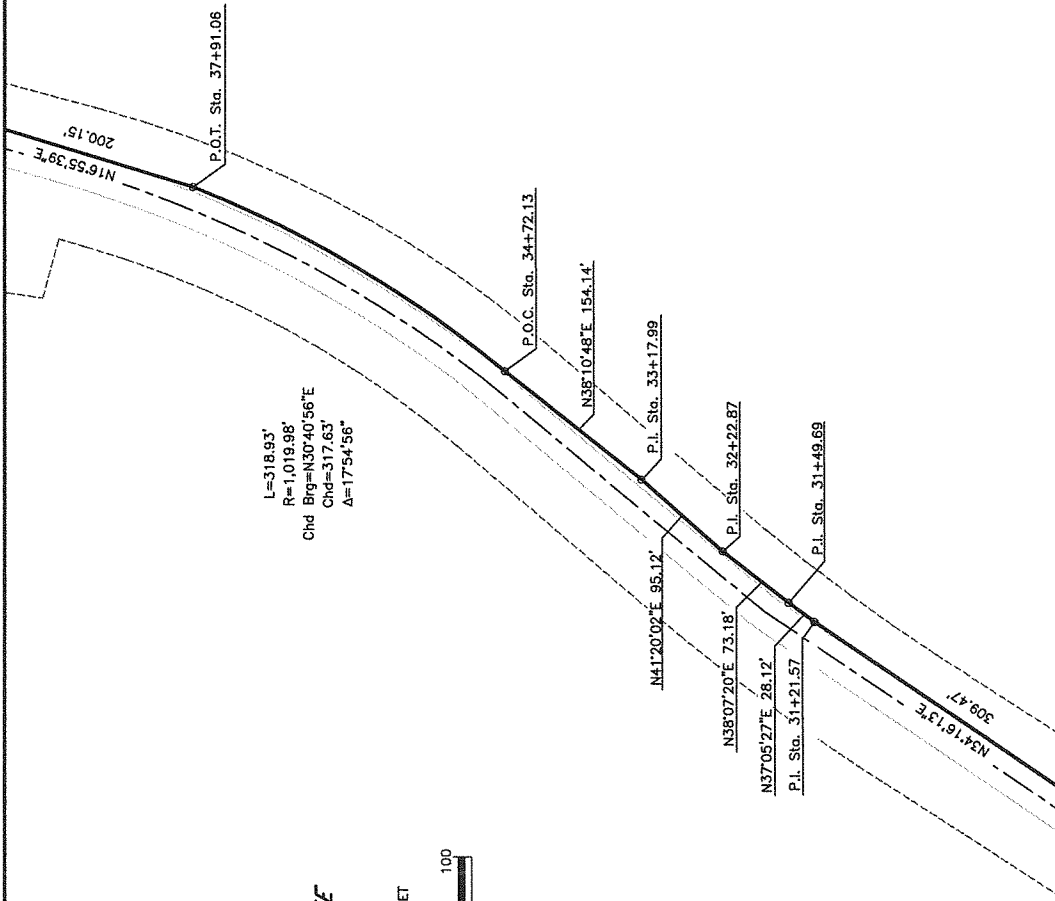
CARSON NATIONAL FOREST

- Center Line of Highway
- Edge of pavement
- As-Built Gas Line
- NM Highway 150 Right-of-Way
- Mile Post

L=318.93'
R=1,019.98'
Chd Brg=N30°40'56"E
Chd=317.63'
A=175°4'56"

T27N, R13E

SCALE:
1 INCH = 100 FEET



NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM
BLM Plats of Survey: T27N, R13E, NMPM, Exchange Survey
T27N, R13E, NMPM, Exchange Survey
Original Survey accepted April 12, 1890; R.L.S. NO. 82 in
Carson National Forest, unsurveyed T27N, R14E, NMPM,
accepted Feb. 11, 1916

NEW MEXICO GAS COMPANY

T&D SERVICES
NEW MEXICO
ALBUQUERQUE, NM 87102
DATE: 9/10/11
DRAWN BY: JMS

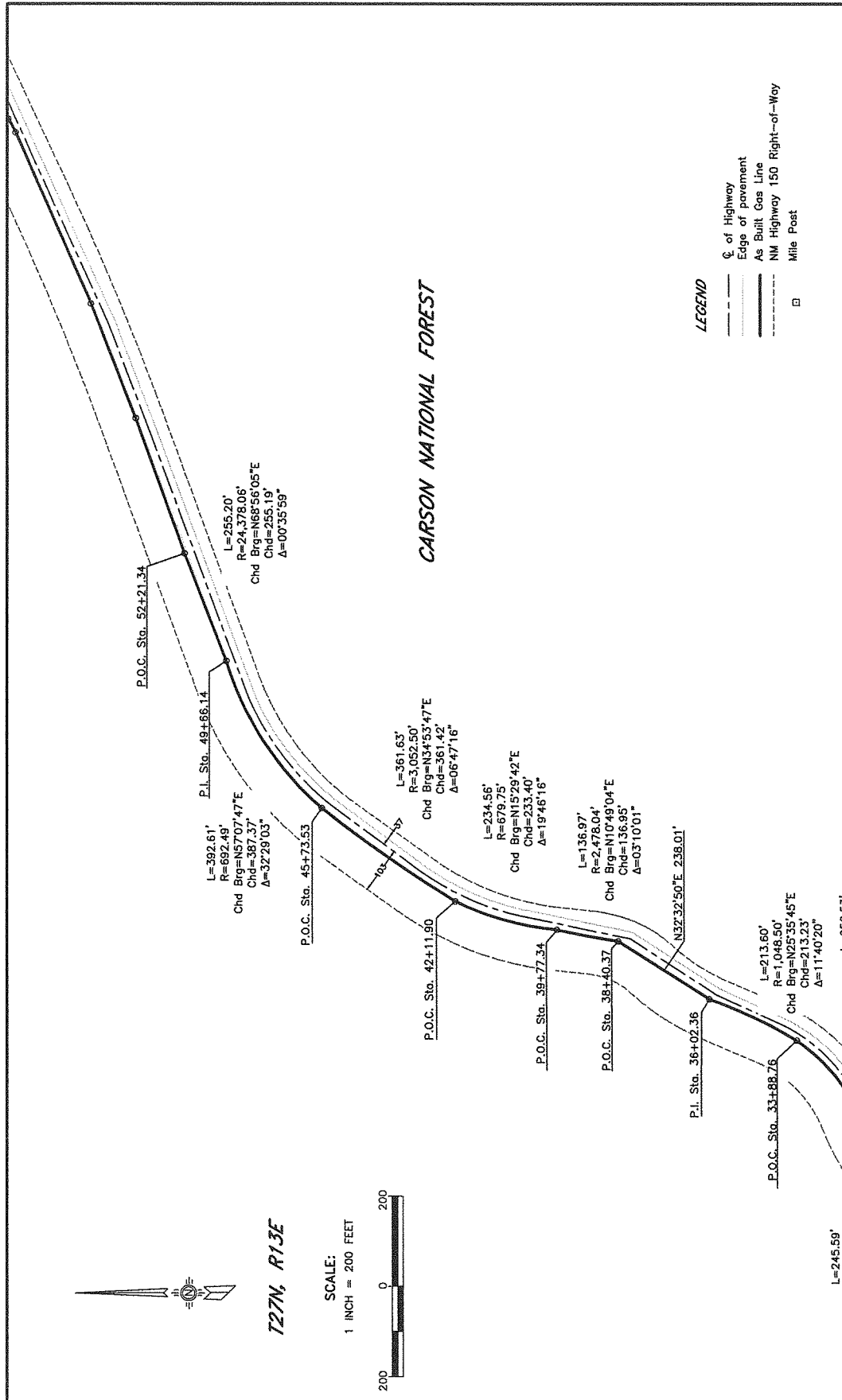
STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		2 OF 3

PARALLEL 8
AS BUILT GAS LINE



PARALLEL 2 AS BUILT GAS LINE			
STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		1 OF 2

T&D SERVICES		ALBUQUERQUE, NEW MEXICO	
DRAWN	CHECKED	APPROVED	DATE
	XX		8/19/19
		ENGRS. FILE NO.	
		160037	



T27N, R13E

SCALE:

1 INCH = 200 FEET



CARSON NATIONAL FOREST

LEGEND

- Center Line of Highway
- Edge of pavement
- As Built Gas Line
- NM Highway 150 Right-of-Way
- Mile Post

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARRITO SECO, NM

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)



T&D SERVICES

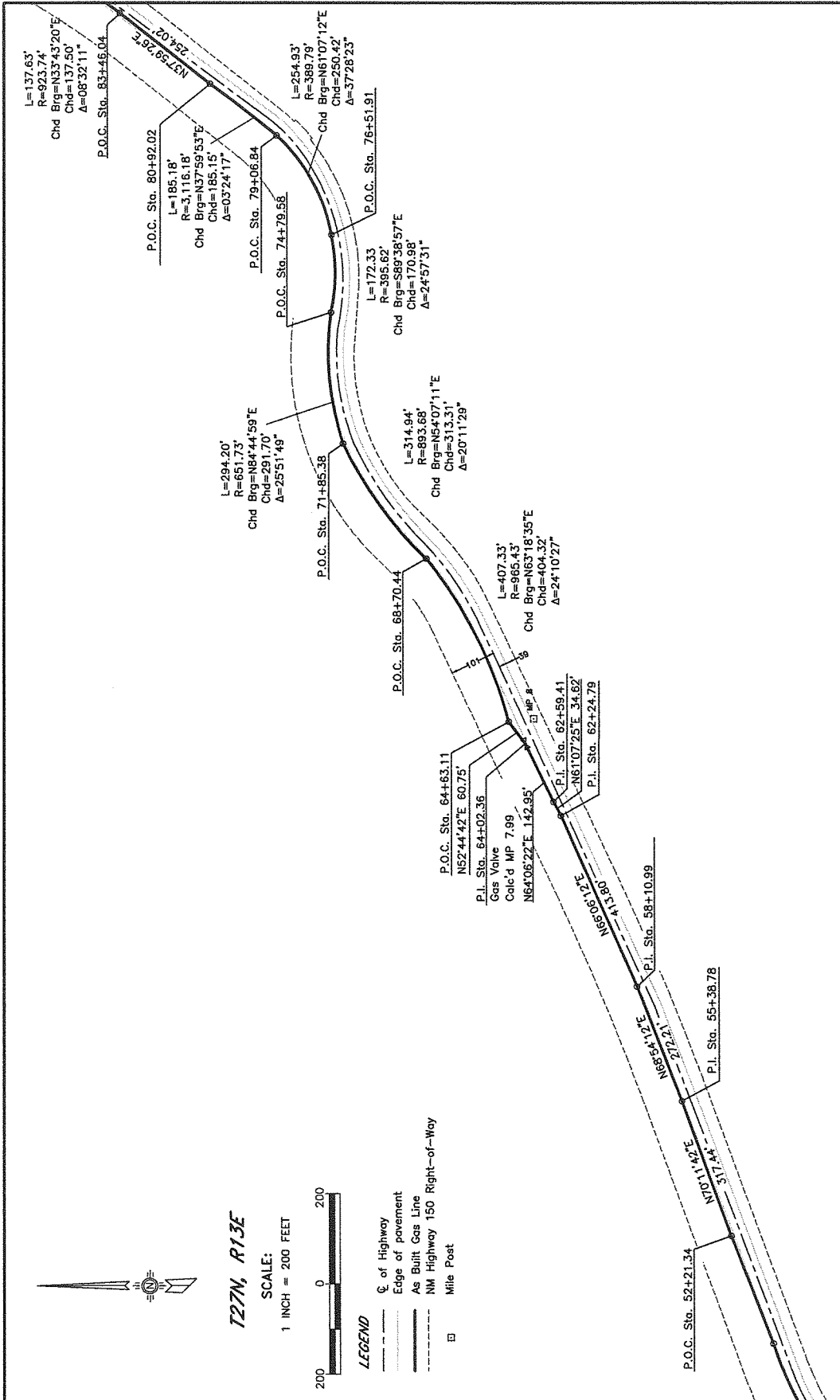
ALBUQUERQUE, NEW MEXICO
DATE: 8/24/16
FILE NO.

NEW MEXICO GAS COMPANY

PARALLEL 2

STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		2 OF 2

AS BUILT GAS LINE



Professional Engineers - Licensed Surveyors

NEW MEXICO GAS COMPANY

ALBUQUERQUE, NEW MEXICO

DATE: 5/26/75

FILE NO. 15557

PARALLEL 3

AS BUILT GAS LINE

STATE: NM COUNTY: TAOS

MAP NO. 1 OF 3

NEW MEXICO STATE HIGHWAY COMMISSION

RIGHT OF WAY MAP

NEW MEXICO PROJECT NO. SP-2538(900)

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM

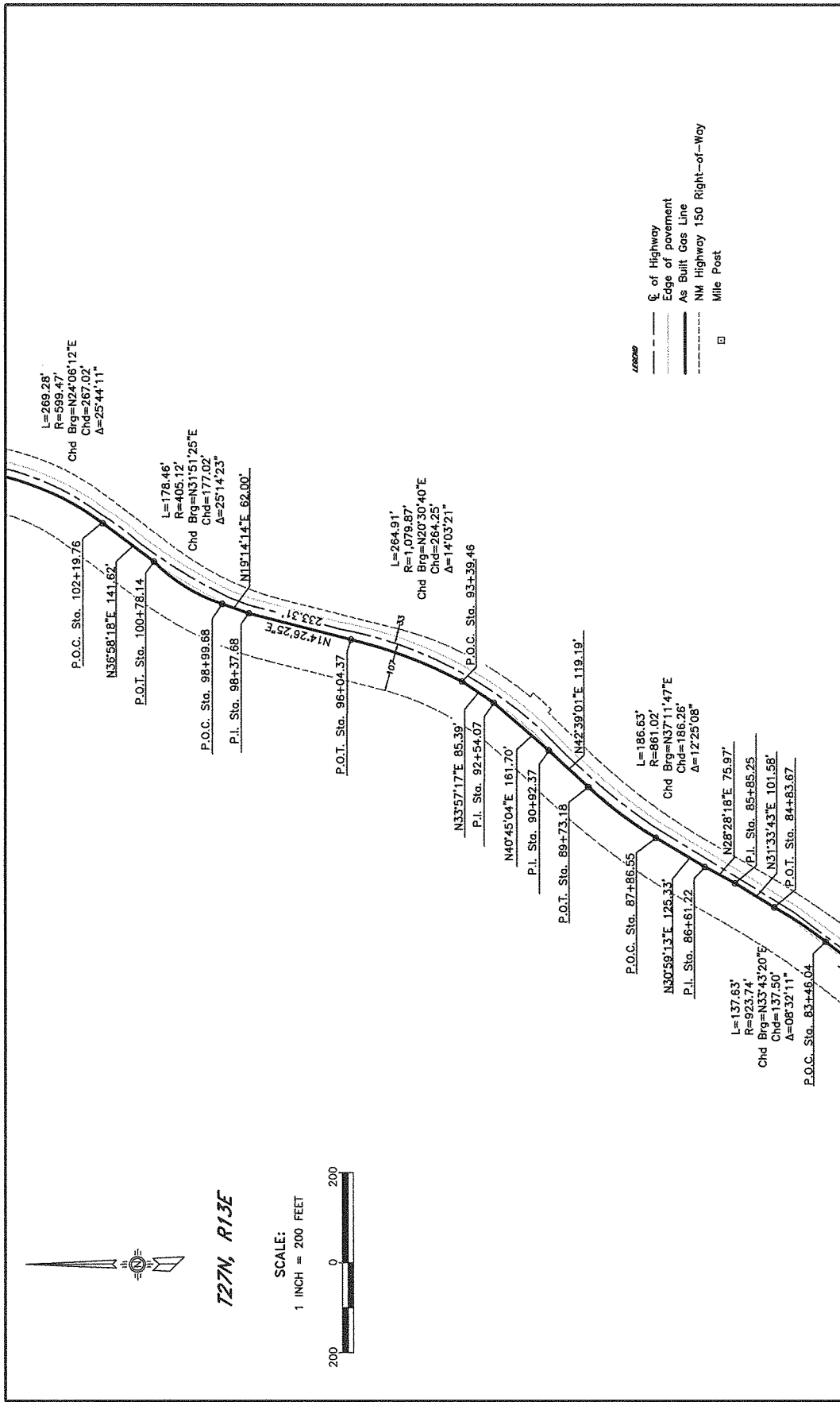
ARROYO SECO, NM

BLM Plots of Survey: T27N, R13E, NMPM, Exchange Survey

206 accepted November 4, 1953; 1800; R13E, NMPM, 82

Carson National Forest, unsurveyed T27N, R14E, NMPM,

accepted Feb. 11, 1916



T27N, R13E

SCALE:

1 INCH = 200 FEET



REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
AIRNOT 5200, NM

BLM Plats of Survey, T27N, R13E, NMPM, Exchange Survey
Original Survey accepted April 12, 1890; H.E.S. No. 82 in
Carson National Forest, unsurveyed T27N, R14E, NMPM,
accepted Feb. 11, 1915

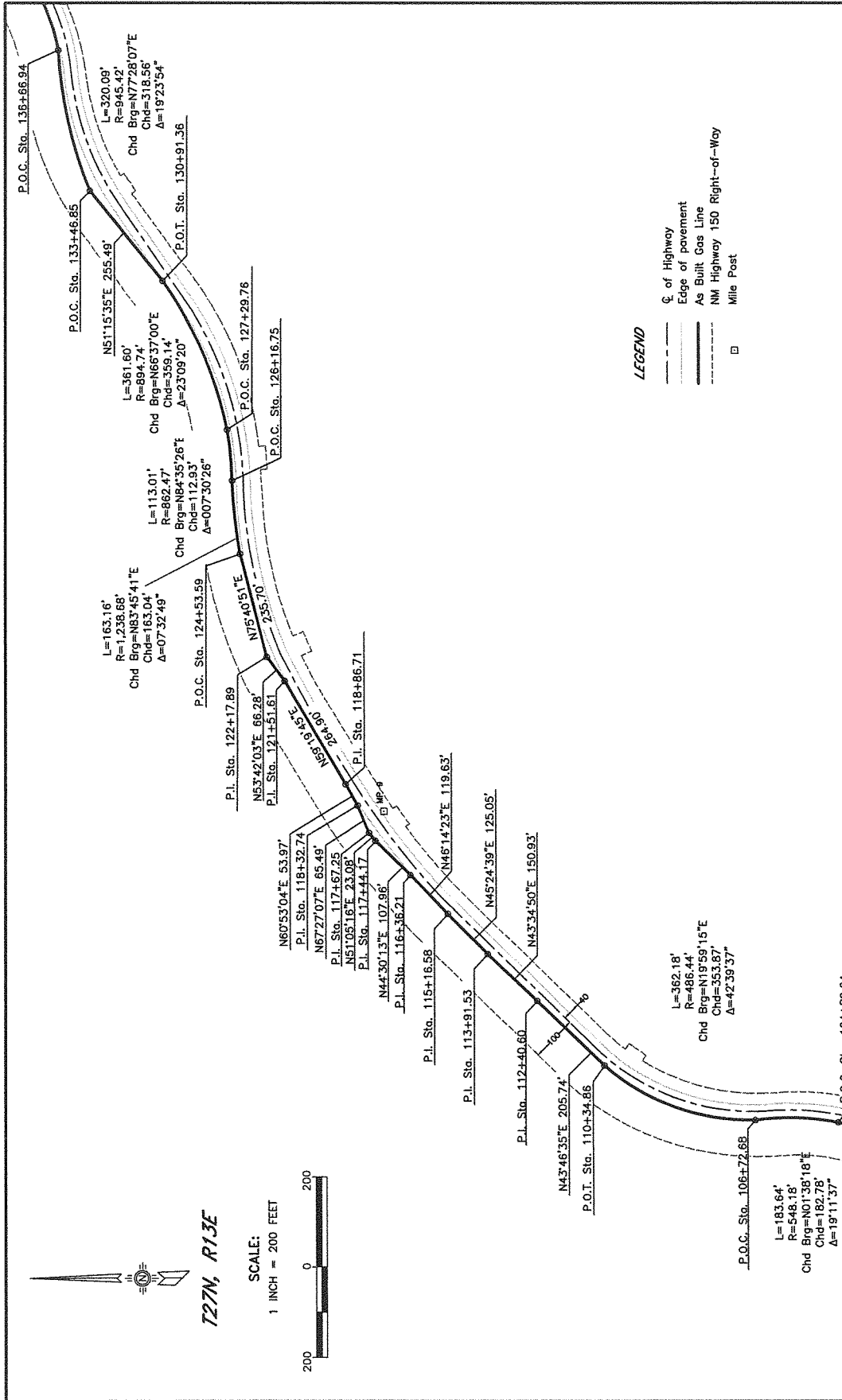


NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

NEW MEXICO GAS COMPANY

T&D SERVICES
ALBUQUERQUE, NEW MEXICO
DATE: 8/24/75
APPROVED: [Signature]
DESIGNED: [Signature]
CHECKED: [Signature]
DRAWN: [Signature]

PARALLEL 3			
AS BUILT GAS LINE			
STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		2 OF 3



NEW MEXICO GAS COMPANY

NEW MEXICO STATE HIGHWAY COMMISSION

RIGHT OF WAY MAP

NEW MEXICO PROJECT NO. SP-2538(900)

PARALLEL 3

AS BUILT GAS LINE

STATE: NM COUNTY: TAOS MAP NO. 3 OF 3

T&D SERVICES

Professional Engineers - Licensed Surveyors

DATE: 8/20/12

ALBUQUERQUE, NEW MEXICO

DATE: 8/20/12

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM; ARROYO SECO, NM

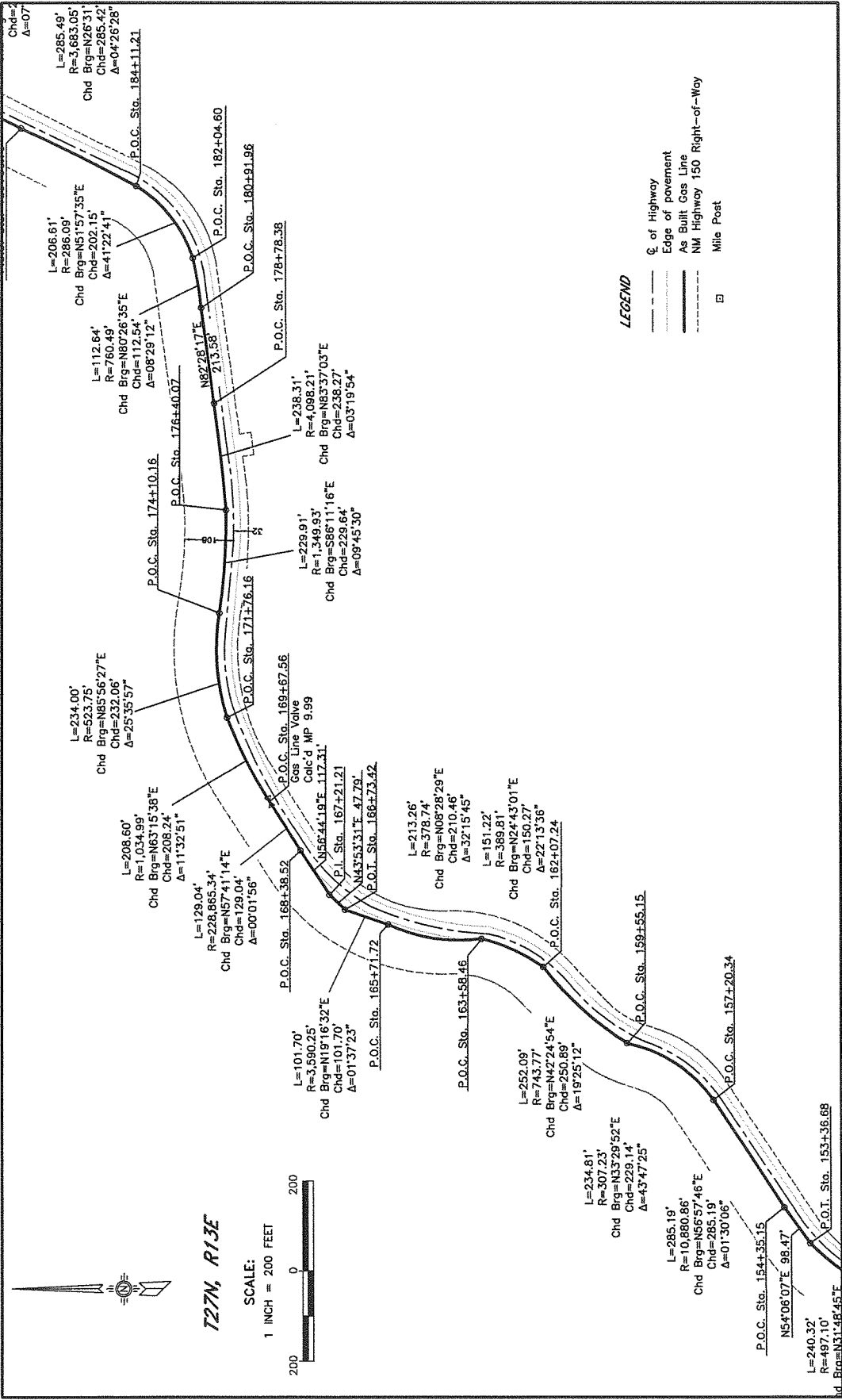
BLM Plots of Survey: T27N, R13E, NMPM, Exchange Survey

Original Survey accepted April 12, 1980; R.L.S. No. 82 in

Carson National Forest, unsurveyed T27N, R14E, NMPM,

accepted Feb. 11, 1976

PARALLEL 4 AS BUILT GAS LINE			
STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		1 OF 3



NEW MEXICO GAS COMPANY

PARALLEL 4

AS BUILT GAS LINE

STATE COUNTY DETAIL MAP NO.

NM TAOS 2 OF 3

T&D SERVICES

Professional Engineers - Licensed Surveyors

ALBUQUERQUE, NEW MEXICO

DATE: 8/19/18

PROJECT NO. 2538(000)

SP-2538(000)

NEW MEXICO STATE HIGHWAY COMMISSION

RIGHT OF WAY MAP

NEW MEXICO PROJECT NO.

SP-2538(000)

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER POK, NM

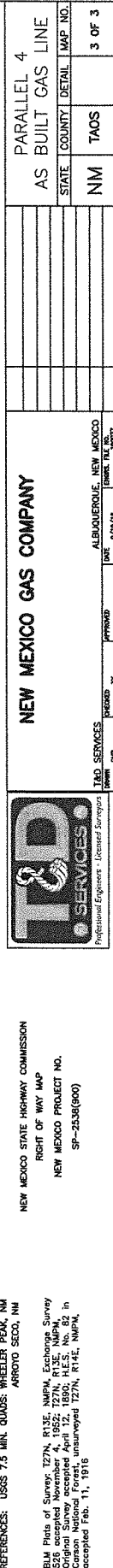
ANYO SECO, NM

BLM Plate of Survey: T27N, R13E, NMPM, Exchange Survey


USGS Topographic Map: 1:250,000, NMPM, No. 82 in

Carson National Forest, unsurveyed T27N, R14E, NMPM,

accepted Feb. 11, 1915



NEW MEXICO STATE HIGHWAY COMMISSION		NEW MEXICO GAS COMPANY		PARALLEL 4	
RIGHT OF WAY MAP				AS BUILT GAS LINE	
NEW MEXICO PROJECT NO.				STATE	
SP--2538(600)				COUNTY	
				TAP NO.	
				DETAIL	
				TAOS	
				NM	
				3 OF 3	

	T.D. SERVICES		ALBUQUERQUE, NEW MEXICO	
	REGISTERED ENGINEER	UNLICENSED SURVEYOR	DATE	EXPIRATION DATE
APPROVED	RECEIVED			



T27N, R13E

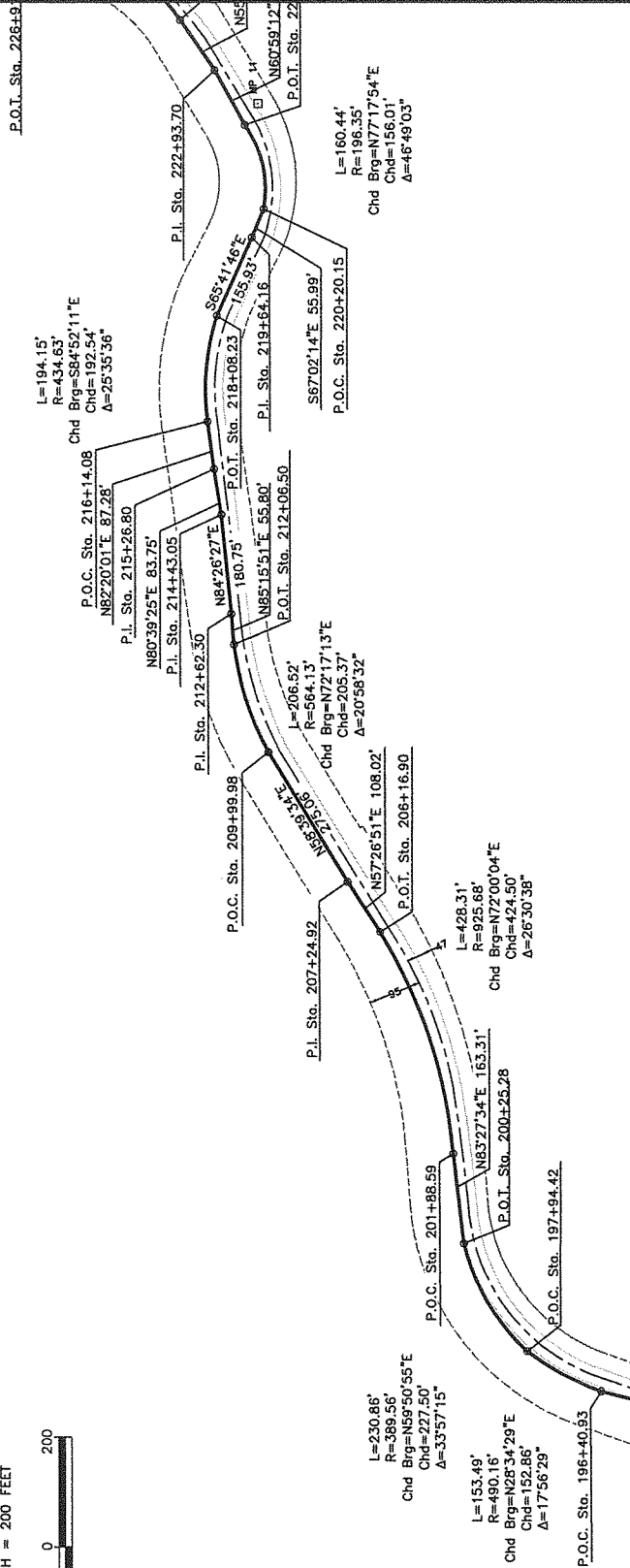
SCALE:

1 INCH = 200 FEET



LEGEND

- Center of Highway
- Edge of pavement
- As Built Gas Line
- NM Highway 150 Right-of-Way
- Mile Post



REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
AIRROT SECO, NM

BLM Plate of Survey: T27N, R13E, NMPM, Exchange Survey
Original Survey accepted April 12, 1990; H.E.S. No. 82 in
Carson National Forest, unsurveyed T27N, R14E, NMPM,
accepted Feb. 11, 1916

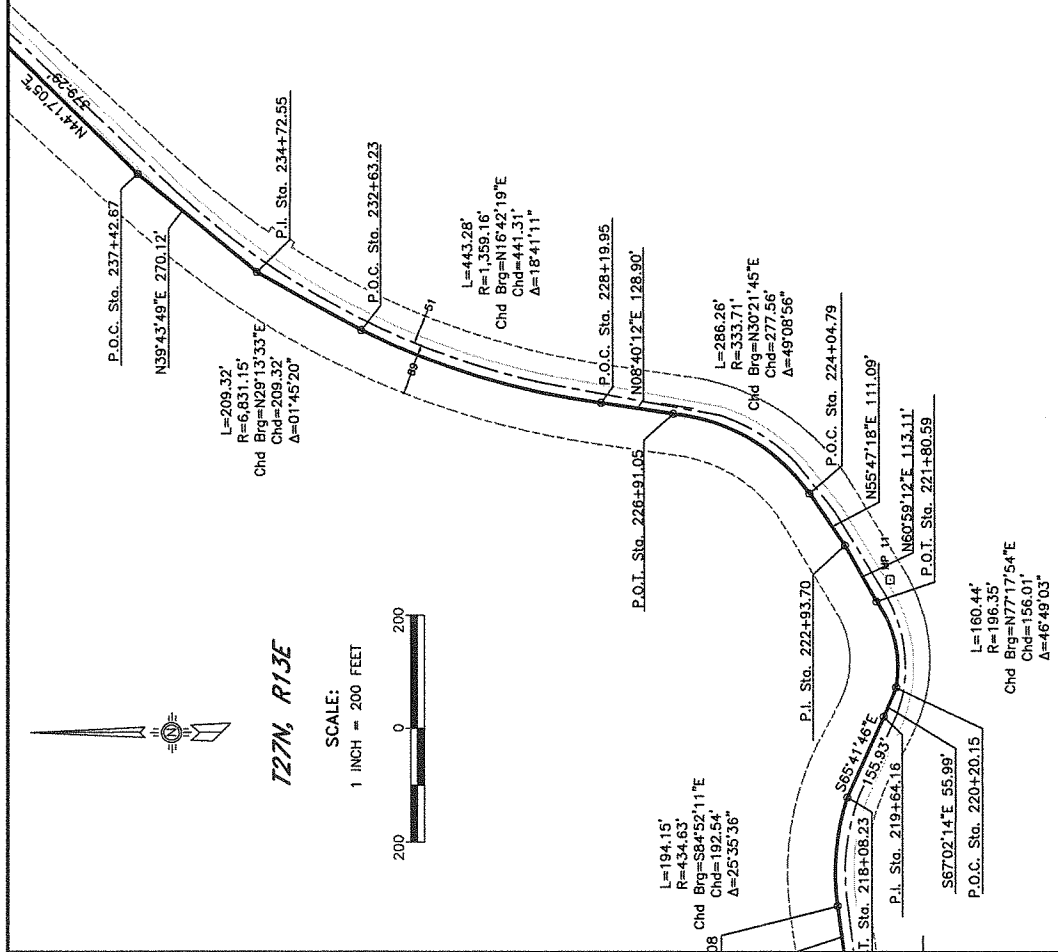
NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)



NEW MEXICO GAS COMPANY

PARALLEL 5			
AS BUILT GAS LINE			
STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		1 OF 7

T&D SERVICES
ALBUQUERQUE, NEW MEXICO
DATE: 8/24/78
DRAWN BY: JES



NEW MEXICO GAS COMPANY

PARALLEL 5

AS BUILT GAS LINE

STATE NM **COUNTY** TAOS **MAP NO.** 2 OF 7

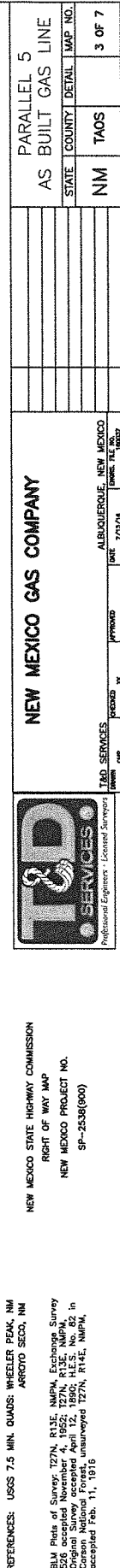
DATE 8/19/11 **BY** [Signature] **PROJECT** [Signature] **SCALE** 1"=200'

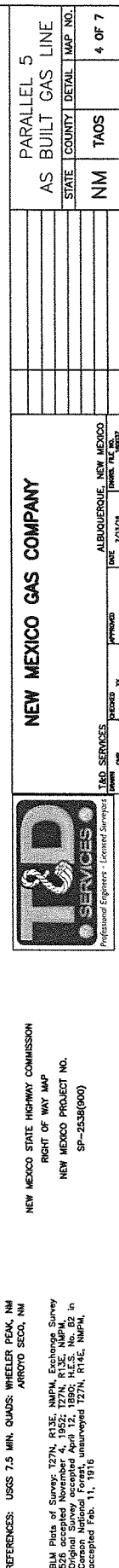
REFERENCE: USGS 7.5 MIN. QUAD: WHEELER PEAK, NM
AIRPHOTO SEC. NM

BLM Plate of Survey: T27N, R13E, NMPM, Exchange Survey
Original Surveyed and Accepted April 12, 1890; H.E.S. No. B2 in
Cotton National Forest, unsurveyed T27N, R14E, NMPM,
accepted Feb. 11, 1916

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

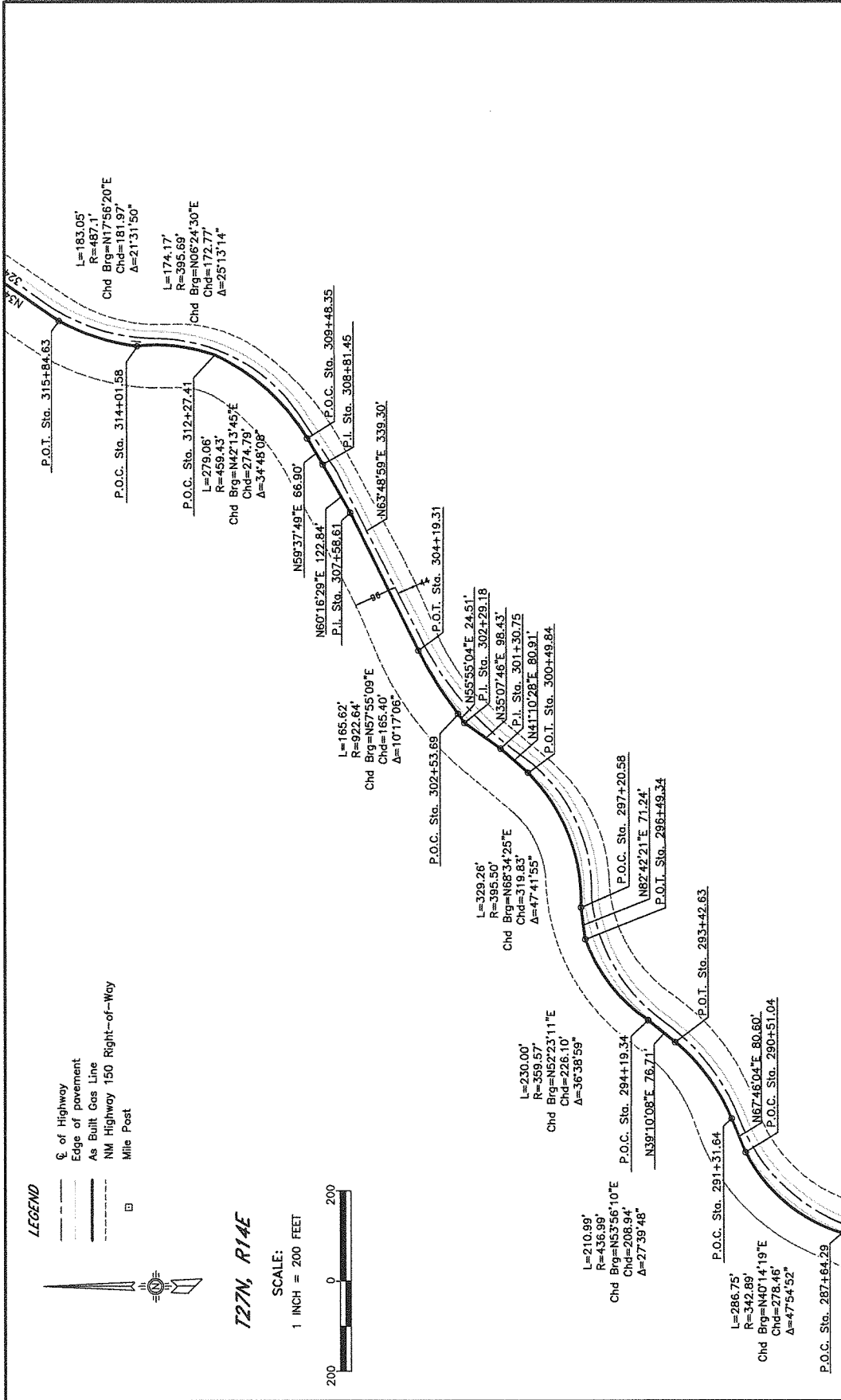
T&D SERVICES
Professional Engineers - Licensed Surveyors
ALBUQUERQUE, NEW MEXICO
DATE 8/19/11





REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BELM Plots of Survey: T27N, R13E, NMPLA, Exchange Survey
4526 and November 4, 1952; T27N, R13E, NMPLA
Original Survey occupied April 12, 1890; H.E.S. No. 82 in
Conson National Forest, unsurveyed T27N, R14E, NMPLA,
accepted Feb. 11, 1916



NEW MEXICO GAS COMPANY

PARALLEL 5

AS BUILT GAS LINE

STATE: NM COUNTY: TAOS MAP NO. 5 OF 7

T&D SERVICES

Professional Engineers - Licensed Surveyors

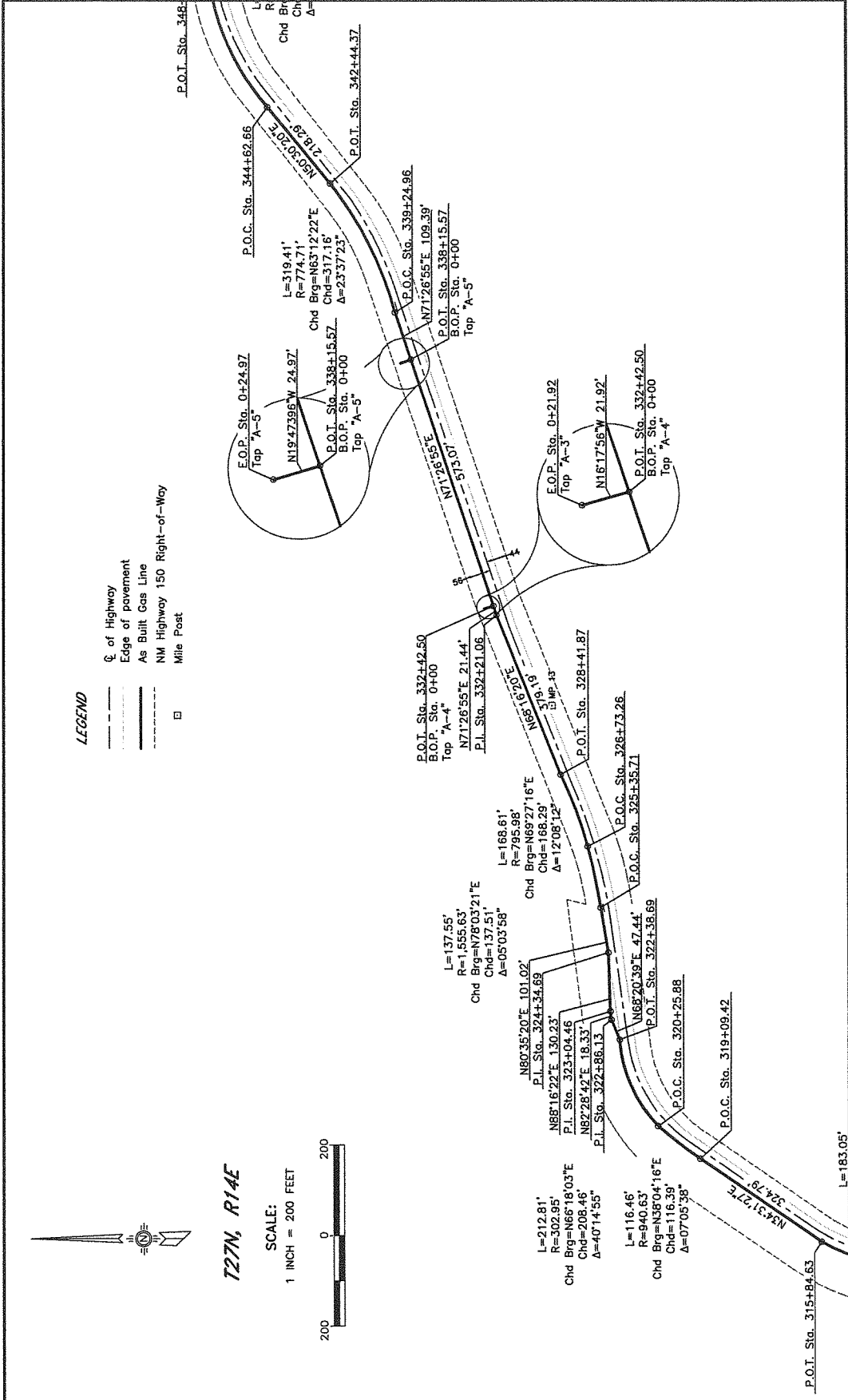
Albuquerque, New Mexico

DATE: 7/24/11

PROJECT NO. 2538(900)

REFERENCE: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM; AIRMO SEC. NM

BLM Plate of Survey: T27N, R13E, NMPM, Exchange Survey No. 1890; H.E.S. No. 82 in Carson National Forest, unsurveyed T27N, R14E, NMPM, accepted Feb. 11, 1916

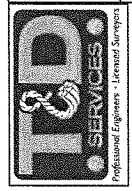


LEGEND

- Center Line of Highway
- - - Edge of Pavement
- - - As Built Gas Line
- - - NM Highway 150 Right-of-Way
- Mile Post

T27N, R14E

SCALE:
1 INCH = 200 FEET



NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP

NEW MEXICO PROJECT NO.
SP-2538(900)

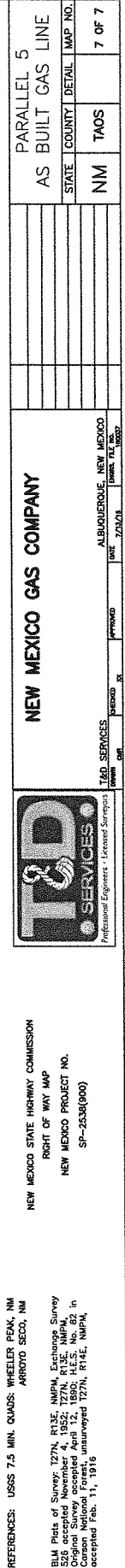
REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM
BLM Plots of Survey: T27N, R13E, NMPA, Exchange Survey
526 accepted November 4, 1952; T27N, R13E, NMPA, in
Corson National Forest, unsurveyed T27N, R14E, NMPA,
accepted Feb. 11, 1916

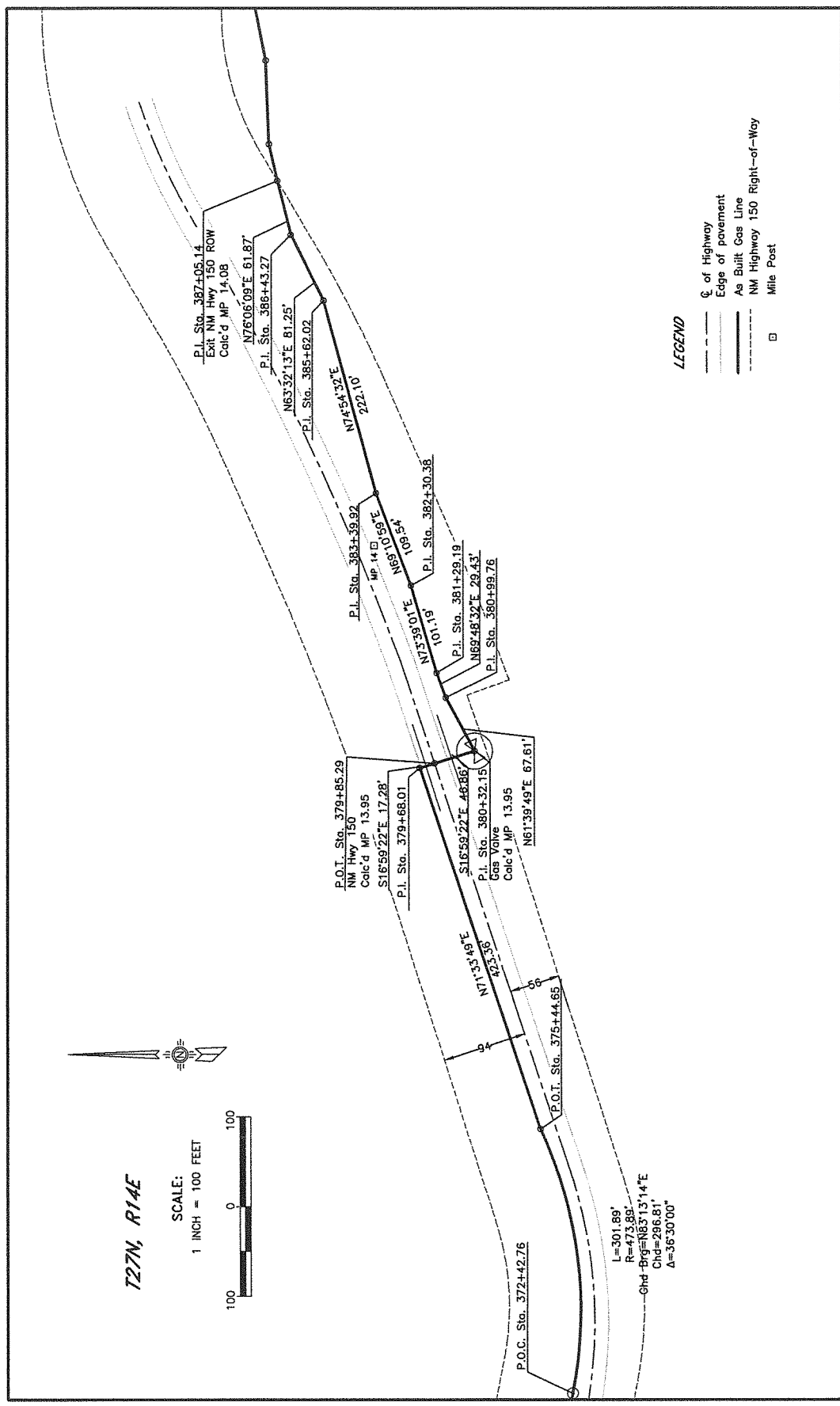
NEW MEXICO GAS COMPANY

**PARALLEL 5
AS BUILT GAS LINE**

STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		8 OF 7

T&D SERVICES
ALBUQUERQUE, NEW MEXICO
DATE: 7/24/78
DRAWN BY: [signature]
CHECKED BY: [signature]





T27N, R14E

SCALE:
1 INCH = 100 FEET

LEGEND

Center Line of Highway

Edge of Pavement

As Built Gas Line

NM Highway 150 Right-of-Way

Mile Post

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
AIRNOT 5200, NM

BLM Plots of Survey, T27N, R13E, NMPM, Exchange Survey
Original Survey occupied April 12, 1880; H.E.S. No. 82 in
Curson National Forest, unurveyed T27N, R14E, NMPM,
occupied Feb. 11, 1916

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

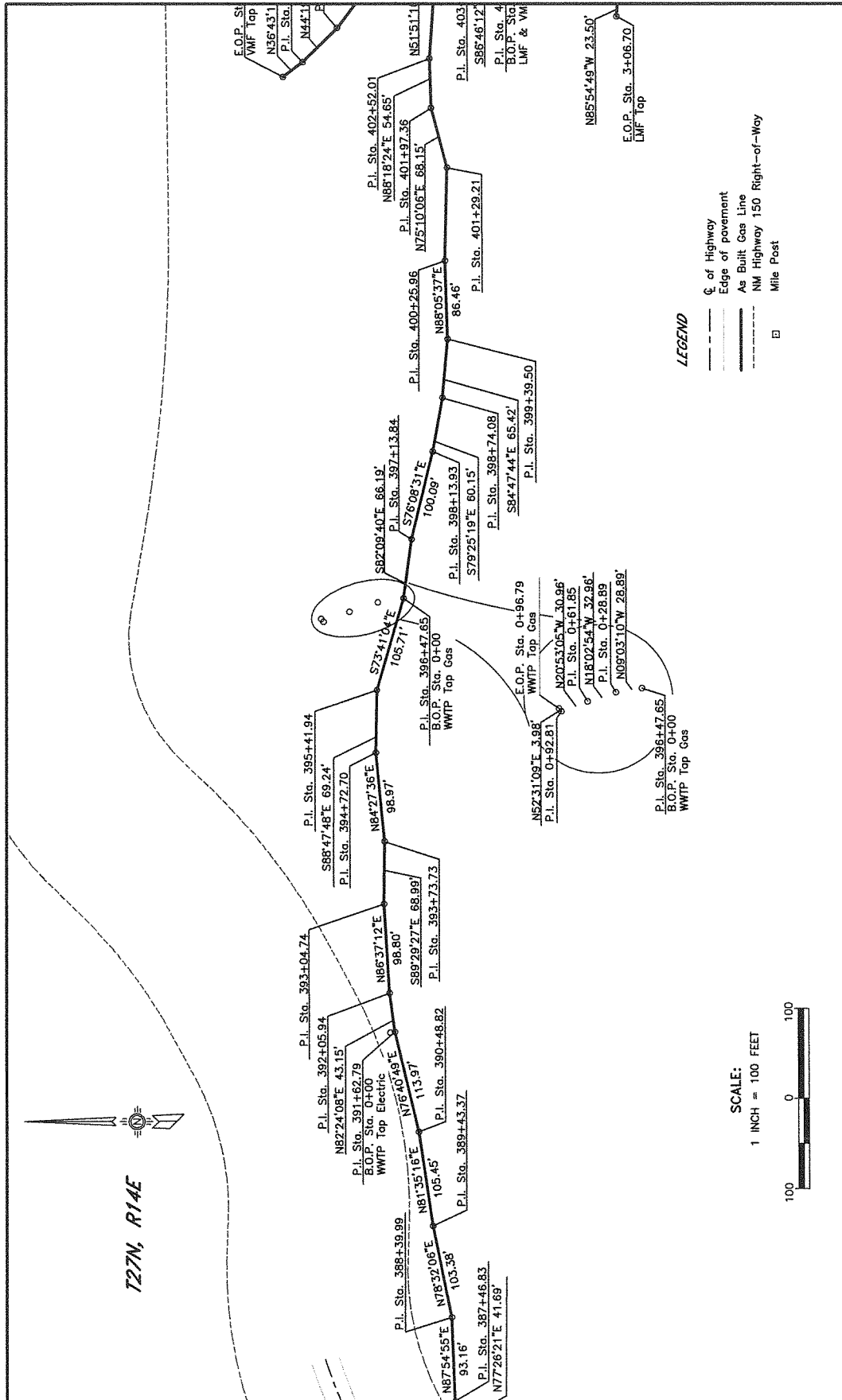
T&P SERVICES
Professional Engineers - Licensed Surveyors

NEW MEXICO GAS COMPANY

PARALLEL 6
AS BUILT GAS LINE

STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		1 OF 1

ALBUQUERQUE, NEW MEXICO
DATE 7/24/79
DRAWN ONE
CHECKED BY
APPROVED



REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Plats of Survey: T27N, R13E, NMPA, Exchange Survey
528 accepted November 4, 1952; 188N, R13E, NMPA
Carson National Forest, unsurveyed T27N, R14E, NMPA,
accepted Feb. 11, 1916

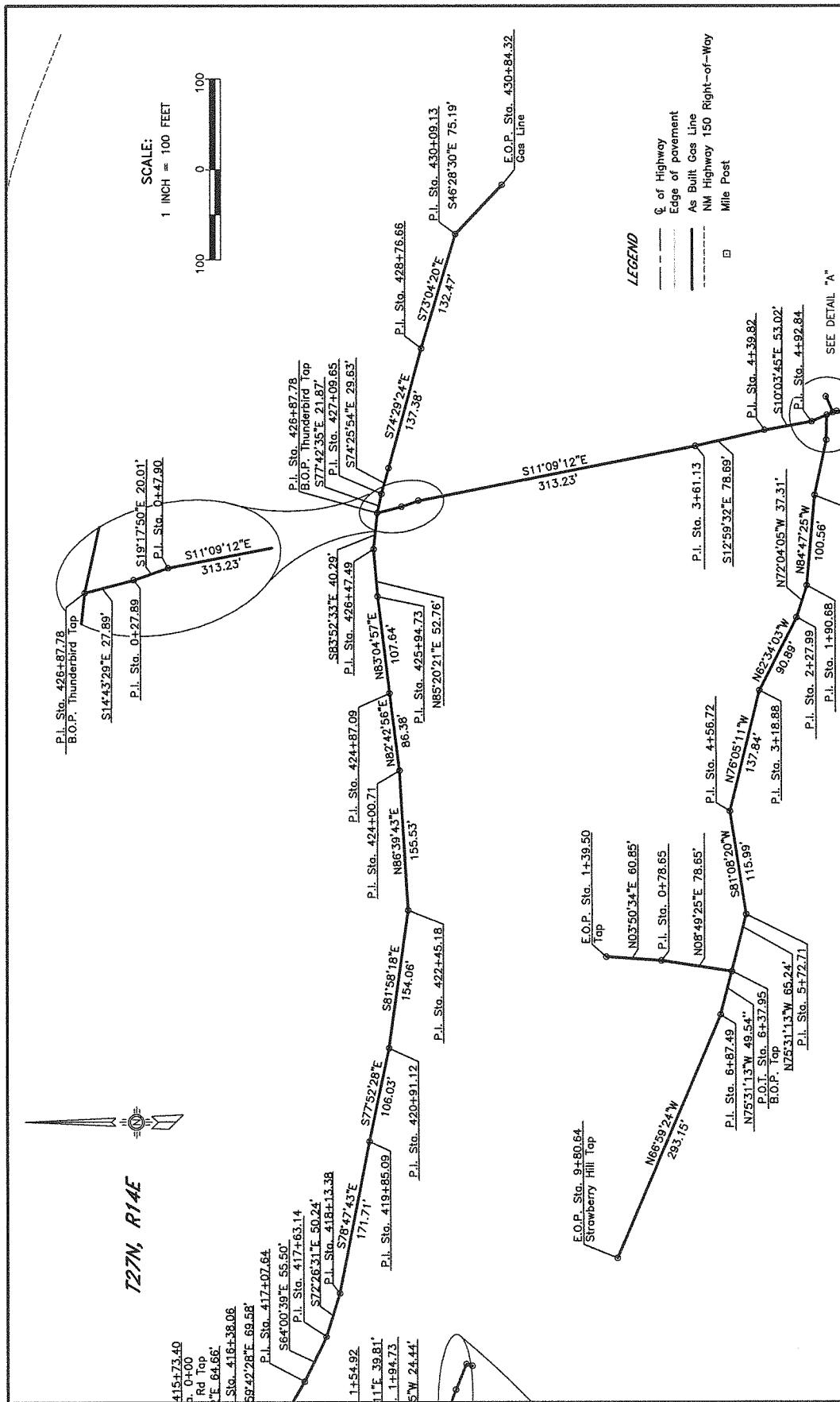
NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

T&D SERVICES
Professional Engineers - Licensed Surveyors
11/28/15

NEW MEXICO GAS COMPANY

OCEAN BLVD
AS BUILT GAS LINE

STATE COUNTY DETAIL MAP NO.
NM **TAOS** **1 OF 4**



REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

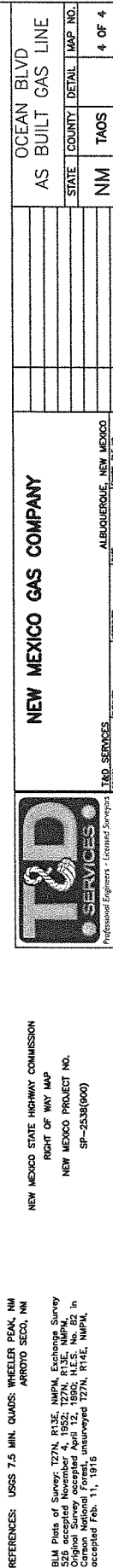
BLM Plots of Survey: T27N, R13E, NMPM, Exchange Survey
4528 accepted November 4, 1952; T27N, R13E, NMPM,
Original Survey accepted April 12, 1890; H.E.S. No. 82 in
Carson National Forest, unsurveyed T27N, R14E, NMPM,
accepted Feb. 11, 1915

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP--2538(900)



NEW MEXICO GAS COMPANY

OCEAN BLVD AS BUILT GAS LINE			
STATE	COUNTY	DETAIL	MAP NO.
NIM	TAOS		3 OF 4



REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BILM Plots of Survey: T27N, R13E, NMPM, Exchange Survey
526 accepted November 4, 1952; T27N, R13E, NMPM,
Original Survey accepted April 12, 1980; H.E.S. No. 82 in
Carson National Forest, unsurveyed T27N, R14E, NMPM,
accepted Feb. 11, 1951

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Natural Gas Line Improvements and Related Portions of Underground Trench Improvements Assignment of Infrastructure and Permit Rights, from the Village of Taos Ski Valley to NM Gas Company

DATE: December 13, 2016

PRESENTED BY: Mark G. Fratrack

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

To qualify for TIDD financing, TSVI needs to transfer ownership of the natural gas component of the State Road 150 utility trench to the Village. Since the ultimate owner of the improvement is NM Gas Company, the assignment of the infrastructure from the Village to NM Gas needs to be executed. The assignment incorporates comments from NM Gas Company. They have approved the document for signing.

RECOMMENDATION: Staff Recommends Approval of Natural Gas Line Improvements and Related Portions of Underground Trench Improvements Assignment of Infrastructure and Permit Rights, from the Village of Taos Ski Valley to NM Gas Company

ASSIGNMENT OF INFRASTRUCTURE AND PERMIT RIGHTS

THIS ASSIGNMENT OF INFRASTRUCTURE AND PERMIT RIGHTS (the "Assignment") by the Village of Taos Ski Valley (the "Village") to New Mexico Gas Company, Inc., a Delaware corporation ("NM Gas Co."),

WITNESSETH:

The Village, for the purpose of facilitating natural gas utility service for itself and the residential and commercial occupants of the Village and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and for the following mutual covenants of the parties, does hereby assign its right, title and interest, if any, in the following infrastructure improvements, as more particularly described in Exhibit A attached hereto:

Natural gas trunk line improvements and related portions of underground trench improvements (the "Improvements").

Reference is made to the Dedication, Bill of Sale, Assignment of Permit Rights and Agreement by and between Taos Ski Valley, Inc. ("TSVI") and the Village, of even date herewith (the "Dedication"), pursuant to which TSVI has represented for the benefit of the Village and NM Gas Co., as its assignee, that it holds all necessary permit rights in the real property on which the Improvements have been constructed, as shown in the diagrams attached hereto as Exhibit A.

NM Gas Co. hereby acknowledges and agrees to accept from the Village the delivery and assignment of all contracts, documents, agreements, material receipts, and warranties, used, executed, or received for the construction of the Improvements from the contractor/constructor of the Improvements. TSVI has affirmed and warranted in the Dedication that all payments due to material suppliers, contractors, laborers, or other persons furnishing materials or services for the Improvements are paid in full and there are no outstanding balances of amounts due or liens attached to or that will be attached to the Improvements.

No modification of this Assignment is binding upon either party, their successors, or assigns unless it be in writing, signed and dated by a duly authorized representative of both parties.

Both the Village and NM Gas Co. and their respective signatories represent and warrant that they are authorized to enter into and duly sign and acknowledge this instrument and assign and accept the Improvements and related rights as provided in this instrument.

This instrument is intended to facilitate the reimbursement of TSVI for the costs of the Improvements dedicated hereunder by the Village of Taos Ski Valley Tax Increment Development District, and nothing herein shall be construed as limiting the eligibility of TSVI for such reimbursement, including, without limitation, the consideration paid by the Village recited above.

This instrument is effective as of the date and time of its recordation in the real property records of Taos County, New Mexico.

NEW MEXICO GAS COMPANY, INC.

VILLAGE OF TAOS SKI VALLEY

By _____
Authorized Officer

By _____
Mayor

Date: _____, 2016

Date: _____, 2016

EXHIBIT A

Description of Assigned Improvements

4825-9062-2012, v. 1

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Final Design Service and Descriptions for the Ernie Blake Road Improvements, Amendment # 1 to Task Order #16 with FEI Engineers, for \$87,968.40

DATE: December 13, 2016

PRESENTED BY: Mark G. Fratrack

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

As part of the direction from Council, Village Staff is moving forward in efforts to improve Ernie Blake Road. One of the steps is to get the 100% Final Design completed for the Ernie Blake Road realignment. FEI Engineers have proposed the amendment that outlines the scope of work and gives the description of that work. This is a necessary step if the Village would like to continue to pursue the improvements to Ernie Blake Road that were outlined at the workshop and were previously approved by council.

RECOMMENDATION: Recommend approval of Amendment # 1 for \$87,968.40 to Task Order #16 for the Final Design of Ernie Blake Road Improvements.



**Amendment No. 1 to Task Order #16
with FEI Engineers
which was Dated August 19, 2016.**

This Amendment Number 1 is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and FEI Engineers* (hereinafter "CONTRACTOR") on this 18th day of October, 2016.

WHEREAS, the VILLAGE has found it necessary to amend the original contract, and;

WHEREAS, the CONTRACTOR agrees to the amended terms and conditions;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that this contract shall be amended to include the following terms and conditions:

1. TERM. The term of Amendment #1 shall be from **October 18, 2016** until **October 18, 2017**.
2. COMPENSATION & SCOPE OF WORK – Task Order #16 - Amendment #1 (See Attachment #1).
PLEASE NOTE: GRT should now be filed under the TIDD location code of 20-430
3. CHANGE ORDERS AND AMENDMENTS. An express change order or amendment shall be a simple and uncontested direction by the VILLAGE to perform additional work or extend the time for completion of the contract, and will specify a specific sum certain or lump sum. No claims for concealed or unknown conditions, impact fees or costs, additional fees or costs, additional services, or any other fee or cost associated with any delay or extension of the contract herein will be assessed against the VILLAGE unless expressly provided in the change order and approved by the VILLAGE.
4. All other terms and conditions previously agreed to in the original contract [and any prior amendment(s)] are hereby confirmed and ratified and continued in full force and effect.

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

**CONTRACTOR
FEI ENGINEERS**


Contractor Signature

Patrick O'Brien, Principal

03-321753-00-0

Contractor's GRT/CRS Number

27-0070513

Contractor's Federal Tax ID No

VILLAGE OF TAOS SKI VALLEY

Village Signature

Mark Fratrack, Administrator

Attested to by:

Ann M. Wooldridge, Village Clerk

Legal Form Approved by:

Dennis Romero, Village Attorney

*Original contract was with Briliam Engineering, but they merged with Frachetti Engineering to form FEI Engineers.



ATTACHMENT #1

Task Order No. 16 Amendment #1: Ernie Blake Road Alignment Design Date: October 18, 2016

In accordance with Paragraph 1.01 of the Master Agreement Between Village of Taos Ski Valley and FEI Engineers (Formerly Briliam Engineering) for Professional Services dated May 27, 2014 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Project Name: Villages of Taos Ski Valley
- B. Description/Scope: General Professional Services

2. Services of Engineer

See attached spreadsheet for Russell's Final Design services and descriptions for the Ernie Blake Road Improvements.

3. Owner's Responsibilities

No Change

4. Times for Rendering Services

No Change

5. Payments to Engineer

For the total compensation for services identified under Paragraph 1 of this Task Order Amendment, Owner shall pay Engineer the following additional or modified compensation which will be based on the following assumed distribution below.

- a) Original Task Order amount:..... \$5,600.00
- b) Net change for prior amendments:\$0.00
- c) This amendment amount:(4% markup amount) \$87,968.40
- d) Adjusted Task Order amount:..... \$93,568.40

****The foregoing Summary is for reference only and does not alter the terms of the Contract**

Time & Materials Method: Owner shall pay Engineer for services on a time & materials basis. Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees multiplied by Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses, if any, and Subconsultant's charges, if any.

Reimbursable Expenses: Meaning the actual expenses incurred by Engineer or Engineer's Consultants directly in connection with the Assignment, and if authorized in advance by Owner,

overtime Work requiring higher than regular rates.

Standard Hourly Rates: The Standard Hourly Rates Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

6. Other Modifications to Master Agreement:

None

7. Attachments:

Russell Planning & Engineering (RPE) Final Design Fee Estimate for Ernie Blake Road Improvements.

8. Documents Incorporated By Reference:

Attachment

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is: October 18, 2016

ENGINEER
FEI Engineers, Inc.

Patrick J. O'Brien 10/18/16
Signature Date

Patrick O'Brien
Printed Name

OWNER
Village of Taos Ski Valley

Signature Date

Mark Fratrik
Printed Name

REPRESENTATIVE FOR TASK ORDER:

Patrick O'Brien
Name

Principal
Title

970-247-0724
Phone

patrick.obrien@feiengineers.com
Email

REPRESENTATIVE FOR TASK ORDER:

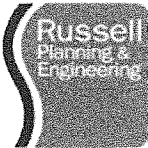
Mark Fratrik
Name

Village Administrator
Title

575-776-8820
Phone

mfratrik@vtsv.org
Email

Ernie Blake Road - Final Design
Hours Estimate
10/17/2016

VILLAGE OF TAOS SKI VALLEY			
Task Order 16 Amendment - Ernie Blake Rd - Final Eng Package			
October 17th, 2016			
			
#	Description	Sheets	TOTAL FEES
Final Plans - Engineering Plans			
1	Overall Project Management		\$5,600
2	Project Data Sheet (1 sheet)	1	\$840
3	Site Plan Sheet (1 sheet)	1	\$2,120
4	Road Typical Sections (1 sheet)	1	\$1,180
5	Road & Sidewalk Plan and Profile Sheets (2 sheets total)	2	\$8,360
6	EB / TB / LF / WB Intersection Grading Plan (1 sheet)	1	\$4,790
7	MSE Wall Plan and Profile (2 sheets), Coordination with GeoTech	2	\$5,030
8	Sanitary Sewer Plan and Profile Sheets (2 sheets)	2	\$4,415
9	Drainage Calculations, storm sizing		\$3,800
10	Storm Drain Plan and Profile Sheets (EB and Twining - 3 sheets)	3	\$4,955
11	Water Plan and Profile Sheets (2 sheets)	2	\$4,955
12	Dry Utility Plan and Profile Sheets (2 sheets)	2	\$3,560
13	Signage and Striping Sheets (1 sheet)	1	\$1,400
14	Typical Details Sheets (2 sheets)	2	\$3,360
15	Cross Section Sheets (As needed)		\$2,120
16	Engineers Opinion of Probable Cost, Bid Schedule		\$2,800
17	Driveway Detail Sheets (1 sheet)	1	\$3,680
18	QA/QC and Stamp Plans		\$2,100
19	Special Provisions, Basing off NMDOT Specifications		\$3,760
Engineering Sub-Total		21	\$68,825
Final Plans - Planning and Adjacent Landowner Coordination			
1	Adjacent Landowner Coordination		\$5,600
2	(2) On-site meetings with Property owners		\$5,650
	Each additional on-site meeting (not included in total)		\$2,825
3	Right of Way transfer - coordination with Surveyor		\$1,680
4	Land Swap exhibits for Surveyor - coordination with Surveyor		\$1,680
			\$14,610
Final Plans - Expenses			
1	Travel and mileage for (2) site visits		\$900
2	Each additional on-site meeting (not included in total)		\$450
3	Prints, reproductions, mail, etc.		\$250
			\$1,150
TOTAL			\$84,585.00
Note: Line item estimates are only estimates, and final costs may be reallocated between line items.			
#	Excludes:		
1	Structural design of retaining walls or any other structural design		
2	Geotechnical services		
3	Landscape plan		
4	Lighting plan		
5	Environmental services incl wetlands, endangered or threatened species		
6	Traffic study, traffic assessment		
7	Roadway improvements beyond driveway entrances		
8	Construction Administration and Field Observations		
9	Changes after design by adjacent land owners (to be handled with change orders)		
10	Relocation and Design of PRV vault, valves and related appurtenances		

Russell Planning and Engineering, Inc.

R:\Current Projects\Land Projects 3\TSV - VTSV\Project Management\Contract\FEI Task Order 16 Ammendment - Ernie Blake Rd - Final Eng Package\20161017
Task Order 16 Amendment

VILLAGE OF TAOS SKI VALLEY

Village Council Agenda Item

AGENDA ITEM TITLE: Discussion and Approval of Memorandum of Agreement (MOA) between the Village of Taos Ski Valley and Taos Ski Valley, Inc. for Lodgers' Tax Contribution of \$38,481.00 for the Service Employees Bus Transportation System

DATE: December 13, 2016

PRESENTED BY: Chris Stagg, Councilor

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: At the November 2016 council meeting, the council made a motion to support the Lodgers' Tax Committee recommendation that \$38,481.00 be used to support the TSVI shuttle. Staff recommended approval based on legal concurrence, Lodger's Tax Board vote to support, and a proper MOA be negotiated and accepted. Also, staff recommended that the Village speak with the DFA Local Government representative for an opinion.

ADDITIONAL BACKGROUND INFORMATION: Last year the TSVI shuttle service was widely used by employees who work within the ski valley and also was available and used by some visitors and some local Taosenos.

TSVI has approached the Lodger's Tax Board to request support to continue running the TSVI shuttle service from the Town of Taos to the Village of Taos Ski Valley. TSVI has estimated that approximately 20% of their ridership was non-TSVI employees. TSVI is requesting \$38,481.00. The amount requested at the last Lodger's Tax Board was \$40,000.00, which was voted on and approved. The Village Attorney has reviewed the requirements and feels that the proposal meets the Lodger's Tax Statue intent. TSVI would like to enter into a Memorandum of Agreement (MOA) with the Village which would allow Lodger's Tax funding to be utilized to support a "municipal transportation system".

The North Central Regional Transit District (RTD) will be operating the Chile Line providing shuttle service from the Town of Taos to the Village of Taos Ski Valley for the 2016/17 ski season. The Village will support the RTD operation through Lodger's Tax for \$32,133. The Village, as the fiscal agent, will receive \$12,000 from the Town of Taos, approved by Town of Taos Council on October 11, 2016, that will also go to support the RTD for this service. The RTD service originates on the south side of the Town of Taos at the Sagebrush Inn and makes various stops. The TSVI shuttle originates on the west side of Taos Plaza and makes three additional stops to pick up passengers. RTD does receive 1/8 percent as part of the Village's overall GRT proportion to provide bus service; it is estimated that the RTD receives over \$40,000 a year from GRT generated in VTSV. Between the RTD and TSVI bus/shuttle services, it would provide the Town of Taos and Taos Ski Valley a very robust shuttle service, making it more convenient for visitors, locals, and employees to park and ride to the ski valley.

RECOMMENDATION: Staff recommends approval of the MOA between VTSV and TSVI to support the bus service for \$38,481.00 utilizing Lodgers' Tax funding.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE VILLAGE OF TAOS SKI VALLEY AND
TAOS SKI VALLEY, INC. FOR LODGER'S TAX CONTRIBUTION
FOR SERVICE EMPLOYEES BUS TRANSPORTATION SYSTEM**

This Memorandum of Agreement (MOA) By and Between the Village of Taos Ski Valley and Taos Ski Valley, Inc. for Lodger's Tax Contribution for Service Employees Bus Transportation System ("Lodger Tax Contribution Agreement") is entered into the _____ day of December, 2016, by and between the Village of Taos Ski Valley, a New Mexico municipal corporation (hereafter "Village") and Taos Ski Valley, Inc., a New Mexico corporation (hereafter "TSVI") (collectively hereafter "the Parties").

Recitals

WHEREAS, the Village, by Ordinance, authorizes an occupancy tax for revenues on lodging within the Village pursuant to the Lodger Tax Act, NMSA 1978 §§ 3-38-13 through 3-38-26 and administers and distributes proceeds from the occupancy tax pursuant to § 3-38-15 and § 3-38-21, for enhancing and encouraging visiting tourists in and to the Village of Taos Ski Valley and its facilities and events, including for transportation systems of the municipality; and,

WHEREAS, TSVI has an existing, operating service employee bus transportation system during the 2016-2017 ski season providing transportation for TSVI employees from the KTAOS parking lot to the Taos Ski Valley allowing for less parking demand in the available Taos Ski Valley parking lots for tourists; and,

WHEREAS, the Village has no such municipal transportation system available for other Village employees or service employees of other commercial service / lodging / commercial providers in the Taos Ski Valley or for tourist visitors; and,

WHEREAS, TSVI is willing to allocate 20% of the space on its existing bus transportation system to such other Village employees, or service / lodging provider employees, or tourists visiting the Village of Taos Ski Valley.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Village will contribute \$38,000 of its Lodger Tax proceeds to TSVI for making 20% of the space available on its operating bus system for Village employees and/or other commercial service / lodging employees, or visiting tourists on its transportation bus system for the 2016-2017 ski season be paid to TSVI at the time of execution of this Lodger's Tax Contribution Agreement.

2. TSVI will be fully insured, as to its bus transportation system, using qualified, trained operators at all times.

3. Nothing herein shall be constructed as a joint venture with the Village and will not limit in any way the Village's immunities, rights, and limitations on liability under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1, *et seq.*

AGREED:

VILLAGE OF TAOS SKI VALLEY

By: _____

Its Mayor

Village Clerk

Per Vote of Village Council
Dated: _____

AGREED:

TAOS SKI VALLEY, INC.

By: _____
David Norden
Its Chief Executive Officer

Nancy Grabowski

From: Suazo-Giles, Brenda, DFA <BrendaL.Suazo-Giles@state.nm.us>
Sent: Monday, November 21, 2016 10:02 AM
To: Nancy Grabowski
Cc: Rodriguez, Susan M., DFA
Subject: RE: Lodger's tax statute
Attachments: Lodger's Tax Act 3-38.pdf

Hi Nancy,

Lodgers tax proceeds are allowed to be used for operating tourist-related transportation systems of a municipality pursuant to Section 3-38-21(B). However, Section 3-38-14(K) includes the following definition: *"tourist-related transportation systems" means transportation systems that provide transportation for tourists to and from tourist-related facilities and attractions and tourist-related events.*

Because your shuttle is primarily used for employees, in my opinion, I don't believe that it would be allowable to use lodgers tax proceeds. However, since I am not an attorney, I suggest that you seek a legal opinion.

I am attaching a copy of the Lodgers Tax Act statute. Hope this helps.

Brenda

Brenda L. Suazo-Giles
Special Projects Analyst
Department of Finance & Administration
Local Government Division
Bataan Memorial Bldg, Suite 201
Santa Fe, NM 87501
Phone: (505) 827-4933
Fax: (505) 827-4340

From: Nancy Grabowski [<mailto:ngrabowski@vtsv.org>]
Sent: Friday, November 18, 2016 3:33 PM
To: Suazo-Giles, Brenda, DFA <BrendaL.Suazo-Giles@state.nm.us>
Cc: Rodriguez, Susan M., DFA <Susan.Rodriguez@state.nm.us>
Subject: Lodger's tax statute
Importance: High

Hi Brenda

The Village is inquiring about the lodger's tax laws and how funds can be spent. Last year the ski valley had a shuttle which was primarily used for employees, allowing others to get on if there were empty seats. They say that approximately 20% of the riders were non-ski valley employees. They are again

running their employee shuttle and would like the lodger's tax fund to support the shuttle. This is designated as an employee shuttle but should there be any available seating others may ride it.

I do not believe that this would qualify for the use of lodger's tax funds. Can you please confirm or give us some guidance. We do not want to be breaking any laws.

Thanks so much. Appreciate your feedback. Have a great weekend!

Nancy Grabowski
Finance Director
Village of Taos Ski Valley
PO Box 100
Taos Ski Valley, NM 87525
575-776-8220 ext 2#
575-776-1145 (Fax)

Village of Taos Ski Valley
Village Council Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Relief for Edelweiss Lodge November Utility Bill for Unauthorized Use of Water by Third Party

DATE: December 13, 2016

PRESENTED BY: Mark Fratrack

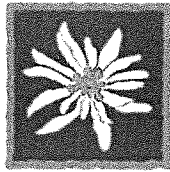
STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

In early November, Kent Forte, manager of the Edelweiss Lodge & Spa, notified Village staff that water was being used from an outside spigot at the Edelweiss Lodge to water new plantings on Sutton Place. This was being conducted by a landscaping crew working on Sutton Place. Kent Forte had not authorized this usage. See the attached letter from Mr. Forte detailing the circumstances.

RECOMMENDATION: Discussion and possible approval of relief for the Edelweiss Lodge November utility bill for unauthorized use of water by a third party



edelweiss
LODGE AND SPA

December 9, 2016

Mark Fratrack
Village Administrator
Village of Taos Ski Valley

Re: Edelweiss Lodge and Spa November Water Bill

Dear Mr. Fratrack,

The present note is to formally request an adjustment to the water, sewer, and trash invoice for the Edelweiss Lodge and Spa for the month of November.

I was away at the end of October but upon my return at the beginning of November my staff reported to me that the landscaping crews working on the new landscaping of Sutton Place had been and continued to use the Edelweiss' exterior water faucets for the irrigation of recently planted trees and plants in the area on both sides of Sutton Place.

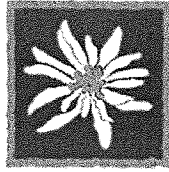
I had an opportunity to speak with some of the landscaping crew and they needed the irrigation to settle in the trees while the newly installed irrigation lines were not yet in working condition. Once the irrigations lines were connected and operable they continued using our water as they feared that the new irrigation lines would freeze if used (in spite of this fear they did eventually use the new irrigation lines later in November).

I mentioned this discovery (which I should mention was never authorized or even requested by the construction/irrigation crews) to Ann Marie Wooldridge to register that while it was impossible to determine how much water they had used at our expense, that if the final bill was not in line with what would be expected we might wish to pursue an adjustment to the invoice.

Our November utility invoice showed 14,000 gallons of water, which was significantly higher than the consumption for the previous off season months which were as follows: May- 3,000; June- 3,000; July- 4,000; August- 3,000; September- 5,000; and October- 5,000, or average of about 4,000/month. As the Edelweiss has been closed all summer and did not have any guests in November the expectation was that consumption would be much like it had been for the previous months or perhaps a little more as we began preparations for opening for the season.

The Peak of Luxury in Taos Ski Valley

106 Sutton Place PO Box 83 Taos Ski Valley, NM 87525
(575) 737-6900 1-800-I LUV SKI Fax: 575.737.6995
e-mail: stay@edelweisslodgeandspa.com



edelweiss
LODGE AND SPA

We would like to propose an adjustment of the invoice that would be an average of the summer average consumption (4,000) and the invoiced consumption (14,000) resulting in a charge based on a consumption of 9,000 gallons for the month of November.

The water used for the irrigation of the public area trees and landscaping was arguably not in our control and further was not contributing to the sewer plant treatment load. We therefore hope that this request for an adjustment of invoiced water consumption will be well received by the Village staff and Council.

We appreciate your consideration of this request.

Regards,

Kent Forté

General Manager
Edelweiss Property Management Co.
kforte@edelweisslodgeandspa.com
575-737-6900 ext. 6990

The Peak of Luxury in Taos Ski Valley

106 Sutton Place PO Box 83 Taos Ski Valley, NM 87525
(575) 737-6900 1-800-I LUV SKI Fax: 575.737.6995
e-mail: stay@edelweisslodgeandspa.com

Village of Taos Ski Valley
Village Council Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Relief for Rocky Mountain Condominium Lodger's Tax Penalties for December 2015 to September 2016

DATE: December 13, 2016

PRESENTED BY: Mark Fratrack

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

In November and December of 2015, Village staff had several phone conversations with office staff at the Terry Sports in Steamboat Springs concerning the delinquent utility bill for the Terry Sports in Taos Ski Valley. During two different conversations, both Administrative Assistant Romero and Clerk Wooldridge asked for lodger's tax reports. The person in the office said that they would not be renting the condominiums for the winter. Village staff asked that this be put in writing, at least in an email, so that it could be put on record. Nothing was ever sent.

In July and August 2016, Ann Wooldridge had several conversations with Doug Terry about the utility bill for Terry Sports, as Mr. Terry wondered why there had been 3,000 to 4,000 gallons of water through the meter in each of the summer months. Mr. Terry said that they didn't rent the condos in the summer. Again, staff asked about delinquent lodger's tax reports, as none had been received since the one for November 2015. In one phone call in September, Mr. Terry said that they would not be renting the condos in the winter. Village staff asked that this be put in writing, but nothing was ever received.

Each month since December 2015, Village staff has sent letters to Rocky Mountain Condos asking for lodger's tax reports, even if the report said that there had been no lodging receipts.

In November 2016, Tyler Massey from Terry Sports came to the Village office to ask about delinquent payments needed to be paid to the Village in order for Terry Sports to get caught up and open for the ski season. Clerk Wooldridge explained all of the payments required: ten months of late lodger's tax penalties of \$1,000, removal of two liens for \$120, utility bill, additional lien, and water shut-off fee of \$2,580, and business registration of \$45. Mr. Massey asked to request Council for relief on the lodger's tax penalties of \$100 per month.

The regulations for lodger's tax reporting are set forth in Village Ordinance No. 2004-14. The pertinent sections are attached.

RECOMMENDATION: Discussion and possible approval of relief for Rocky Mountain Condominium Lodger's Tax Penalties for December 2015 to September 2016

- E. to clinics, hospitals or other medical facilities;
- F. to privately-owned and operated convalescent homes, or homes for the aged, infirm, indigent or chronically ill; or
- G. if the taxable premises does not have at least three (3) rooms or three (3) other units of accommodation for lodging.

SECTION 7. COLLECTION OF THE TAX AND REPORTING PROCEDURES

- A. Every vendor providing lodgings shall collect the tax thereon on behalf of the Village and shall act as a trustee therefor.
- B. The tax shall be collected from vendees and shall be charged separately from the rent fixed by the vendor for the lodgings.
- C. Each vendor licensed under this Ordinance shall be liable to the Village for the tax provided herein on the rent paid for lodging at his respective place of business.
- D. Each vendor shall make a report by the Twenty-fifth (25th) day of each month, on forms provided by the Village Clerk, of the receipts for lodging in the preceding calendar month, and shall submit the proceeds of the Lodger's Tax to the Village and include sufficient information to enable the Village to audit the reports and shall be verified on oath by the vendor.

SECTION 8. DUTIES OF THE VENDOR

Vendor shall maintain adequate records of facilities subject to the tax and of proceeds received for the use thereof. Such records shall be maintained in the Village, and shall be open to the inspection of the Village during reasonable hours and shall be retained for three (3) years.

SECTION 9. ENFORCEMENT

- A. An action to enforce the Lodger's Tax Act may be brought by:
 - (1) the attorney general or the district attorney in the county of jurisdiction; or
 - (2) a vendor who is collecting the proceeds of an occupancy tax in the county of jurisdiction.
- B. A district court may issue a writ of mandamus or order an injunction or other appropriate remedy to enforce the provisions of the Lodger's Tax Act.

- C. The court shall award costs and reasonable attorneys' fees to the prevailing party in a court action to enforce the provisions of the Lodger's Tax Act.

SECTION 10. FAILURE TO MAKE RETURN; COMPUTATION, CIVIL PENALTY AND NOTICE, COLLECTION OF DELINQUENCIES; OCCUPANCY TAX IS A LIEN.

- A. Every vendor is liable for the payment of the proceeds of any occupancy tax that the vendor failed to remit to the municipality, whether due to his failure to collect the tax or otherwise. He shall be liable for the tax plus a civil penalty equal to the greater of 10 percent of the amount not remitted or one hundred dollars. (\$100). The Village Clerk shall give the delinquent vendor written notice of the delinquency, which notice shall be mailed to the vendor's local address.
- B. If payments are not received within fifteen (15) days of the mailing of the notice, the Village may bring an action in law or equity in the district court for the collection of any amounts due, including without limitation penalties thereon, interest on the unpaid principal at a rate not exceeding one (1) percent a month. If the Village attempts collection through an attorney or the Village Attorney for any purpose with regard to this Ordinance, the vendor shall be liable to the Village for all costs, fees paid to the attorney or Village Attorney, and all other expenses incurred in connection therewith.
- C. The occupancy tax imposed by the Village constitutes a lien in favor of the Village upon the personal and real property of the vendor providing lodgings. The lien may be enforced as provided in Section 3-36-1 through 3-36-7 NMSA 1978. Priority of the lien shall be determined from the date of filing.
- D. Under process or order of court, no person shall sell the property of a vendor without first ascertaining from the Village Clerk the amount of any occupancy tax due the Village. Any occupancy tax due the Village shall be paid from the proceeds of the sale before payment is made to the judgment creditor or any other person with a claim on the proceeds of the sale.

SECTION 11. CRIMINAL PENALTIES

Any person who violates the provisions of the Lodger's Tax Ordinance for a failure to pay the tax, to remit proceeds thereof to the Village, to properly account for any lodging and tax proceeds pertaining thereto, or for violating the confidentiality provisions of Section 15 of this Ordinance shall be guilty of a petty misdemeanor and upon conviction shall be fined in an amount not to exceed five hundred dollars (\$500) or by imprisonment not to exceed ninety (90) days, or both.

Village of Taos Ski Valley

Agenda Item

AGENDA ITEM TITLE: Discussion and request for NMML to give a legal opinion on real estate transfer tax.

DATE: December 13, 2016

PRESENTED BY: Mark G. Fratrack/Councilor Stagg

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

Most states have some type of real estate transfer tax in place. New Mexico is one of the 13 states that do have a real estate transfer tax in place. Real estate transfer tax can be used for specific project or purposes.

Real estate transfer taxes are taxes imposed by states, counties and municipalities on the transfer of the title of real property within the jurisdiction.

RECOMMENDATION: Recommend Village Administrator work with Councilor Stagg and the Village Attorney to draft a request for legal opinion of the NMML on establishing a real estate transfer tax in the Village of Taos Ski Valley.