

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to Approve Procurement Recommendation of Award for Membrane Bio-Reactor (MBR) System Equipment for the Village of Taos Ski Valley (VTSV) Wastewater Treatment Plant (WWTP) Upgrade Project

**DATE:** January 17, 2017

**PRESENTED BY:** Mark G. Fratrack

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not recommended

**BACKGROUND INFORMATION:**

Because of the various sizing and dimensions of WWTP equipment and in order to properly design the upgraded plant, this equipment must be preliminarily procured before the plant can be designed. FEI Engineers, coordinating with staff, went out for Request for Proposals for said equipment. On December 21, 2016 at 3:00 pm VTSV opened proposals received for the procurement of the Membrane Bio-Reactor (MBR) system equipment for the VTSV WWTP expansion project. We received three bid responses: Fibracast Ltd., Kubota Membrane USA Corp., and Ovivo USA, LLC. Based on the bid of \$1,102,647, FEI and VTSV Staff recommend Ovivo USA, LLC. Attached is supporting documentation for selection of Ovivo.

**RECOMMENDATION:** Staff Recommends Approval



Water & Wastewater  
Engineering Services

January 11, 2017

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

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

**RE: Village of Taos Ski Valley – Procurement of MBR System Equipment for  
Wastewater Treatment Plant Expansion  
Proposal Evaluation and Award Recommendation**

Dear Mr. Fratrack and Council Members:

On December 21, 2016 at 3:00 pm the Village of Taos Ski Valley (VTSV) opened Proposals received for the Procurement of the Membrane Bio-Reactor (MBR) System Equipment for the VTSV Wastewater Treatment Expansion project. We received three bid responses: Fibracast Ltd., Kubota Membrane USA Corp., and Ovivo USA, LLC.

The proposals received included the following items:

1. A Bid Form with original signatures and seals that acknowledged receipt of Addenda No.'s 1 and 2.
2. Required Bid security in the form of Bid Bond or Cashier's Check.
3. 00413 - List of Suppliers and Materials
4. 00414 - XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
5. 00415 - XP-215 MBW / WBE / SBRA Utilization Form along with proof of solicitation
6. 00416 - XP-315 Davis Bacon Certification
7. 00417 - 5700-49 Certification Regarding Debarment, Suspension and Other Responsibility Matters
8. 00418 - 6100-2 DBE Participation
9. 00419 - 6100-3 DBE Performance
10. 00420 - 6100-4 DBE Utilization
11. 00421 - American Iron and Steel CWSRF 314
12. 00422 - Statement of Intent to Pay Prevailing Wages
13. 00430 - Bid Bond
14. 00451 - Statement of Bidder's Qualifications
15. 00452 – Supporting Documentation and Evaluation Criteria

The Basis of the Bid (Cost Information) for the recommended bidder (Ovivo USA, LLC) is as follows:

<b>BASE BID MBR SYSTEM</b>		<b>\$ <u>1,102,647</u></b>
<b>Base Bid Items Subtotals:</b>		
1. MBR Membrane Trains	\$	<u>705,206</u>
2. MBR Biologic Process Equipment Systems	\$	<u>343,685</u>
NMGRT @ 5.125%		\$ <u>53,756</u>
<b>TOTAL BASE BID MBR SYSTEM</b>		<b>\$ <u>1,102,647</u></b>

**ADDITIVE ALTERNATES:**

1. Temporary Treatment MBR, Delivery & Start-up	\$	<u>37,250</u>
2. Temporary Treatment MBR, Monthly Rental	\$	<u>20,000</u>
3. Shelf Spare MBR Cassette	\$	<u>19,584</u>
4. High Efficiency Aeration Tank Diffuser System	\$	<u>Incl. In Base Bid</u>
5. Value Added Option(s)	\$	<u>\$-10,000</u>
		(NEMA12 instead of NEMA 4X Panel)

FEI recommends selection and award to Ovivo USA, LLC of the Total Base Bid MBR System. Additionally, it is recommended that consideration of the Additive Alternates be deferred until a future date.

FEI has prepared an additional Evaluation Matrix and supporting evaluation materials included as attachments to this letter.

Please contact either Mark Dahm or Patrick O'Brien at (970) 247-0724 if you have any questions or require any clarifications regarding this recommendation of award.

Thank you.

Sincerely,  
**FEI ENGINEERS**



Patrick O'Brien, P.E.  
Principal

**FEI ENGINEERS**



Mark Dahm, P.E.  
Senior Project Manager

Encl.: Evaluation Matrix  
Supplemental Information

Criterion Categories Weighting Factor	Supporting Information 40%					Net Present Value 25%			Capital Cost 20%	Statement of Qualifications 15%				Total Rank 100%
	Project Approach & Design Description	Model and Design Criteria	Controls Package	Drawings & Layout	Quality of Equipment	10-yr NPV	20-yr NPV	30-yr NPV	Base Bid + Alt 4 + Bldg Expansion	Engineering Staff	Technology	Manufacturing Experience	Full Installation Experience	Training & Assistance
<b>Fibracast</b>														
	Smallest footprint; however proposed design relies on less-conservative biologic modeling and uses excluded secondary clarifier tankage	Biological modelling less conservative overall, and did not incorporate required 20% safety factor on effl. limits - results in smaller basin sizing	High-end controls interface.	Basic, less-specific to VTSV existing plant	PD blowers lower quality than required hybrid blowers; SaniStair Silver A-basin diffusers lower quality than AeroStrip	\$2,913,515	\$4,096,148	\$5,410,485	\$1,642,053	Engineering staff assessed to be less-experienced in providing complete system design support	Cutting Edge Technology, hybrid hollow cone and flat membrane footprint	Limited experience due to new technology (cutting-edge); however, largest M.A. MBR membrane supplier	Limited (<5) complete system supply full installation in US	Staff in Toronto, Canada; limited support structure in-place
Description or Value	7	3	9	3	7	9	8	7	9	6	10	8	5	5
Individual Ranking														
Subtotal Rank			5.8				8.0		9.0			6.8		
<b>Kubota</b>														
	Largest footprint; design conformance to RFP tankage requirements; minimal innovation	Standard	Controls interface standard	Standard	Hybrid blowers - high quality; SaniStair Silver A-basin diffusers lower quality; conv. coarse bubble MBR diffusers	\$4,250,282	\$5,850,514	\$7,557,830	\$2,287,730	Engineering staff assessed to be less-experienced in providing complete system design support; interfacing staff fairly new to company	Less innovative. No recent technology break throughs. Large membrane footprint.	Well established company producing OEM MBR membranes	Limited (< 5) complete supply of full installations in US; many full US installations as OEM supplier	Support staff structure capable and well-demonstrated for membrane modules
Description or Value	7	7	7	7	7	3	3	3	6	4	5	9	7	8
Individual Ranking														
Subtotal Rank			7.0				3.0		6.0			6.6		
<b>Ovivo</b>														
	Footprint is mid-range and conforms to RFP tankage requirements; very innovative design approach, thorough for all design flows.	Conservative biologic modeling; used 20% safety factor; very engaged engineers	High-end controls interface.	Very detailed layouts; P&ID's; equipment sizing - specific to VTSV plant	Top quality Aerzen hybrid blowers; AeroStrip A-basin and MBR basin diffusers top quality	\$3,754,991	\$4,721,385	\$5,906,561	\$2,428,588	Engineering staff experience in delivery and complete system design support is well demonstrated; staff engaged with VTSV design team; very accessible & engaged	Flat Sheet membrane, proven performance, larger membrane footprint	New fabrication opening 2017 in TX, (currently none in US). Many US installations	Multiple (>80) complete system supply full installations in US	At least 3 MBR plants in NM; Trained techs in all States. Staffing HQ in TX
Description or Value	9	9	9	10	9	5	6	7	5	10	7	9	10	9
Individual Ranking														
Subtotal Rank			9.2				6.0		5.0			9.0		

Notes:

- Fibracast's capital costs have been adjusted (increased) to include hybrid blowers per the Spec
- For the NPV calculations, labor costs assumed to be \$80,000 annually for all Suppliers
- Capital costs and NPV costs do not include temporary treatment and do not include Alt 3 shelf spare membrane
- FEI's estimate of biological basin construction assumes concrete basins and steel frame building. The costs are just for the additional basin structures and additional building square footage. These costs do not include any contingency, are based on conceptual layouts, and are for comparison purposes only.
- Total capital for MBR System & associated civil works does not reflect installation, other necessary capital improvements, and is not intended to reflect a total project cost. Rather, the costs included are intended for the purpose of relative cost comparison between the proposed MBR equipment packages.

The Total Base Bid includes the following:

1. MBR Membrane Trains: Membrane modules/cassettes, valves, intra-connect piping, piping assemblies, structural steel support framework to meet the required capacity under all flow and loading conditions presented in Technical Specifications Division 11; Permeate System; Air Scour System; Backpulse System (if required); CIP System; I&C System; and PLC/HMI System.
  2. MBR Biologic Process Equipment Systems: In Basin Mixing Equipment; Aeration Basins Aeration Equipment; RAS Pumps or Forward Feed Pumps; Nitrate Recycle (IMLR) Pumps (Optional); and Instrumentation and Controls System.
- Additive Alternate No. 1 includes the provision, delivery, and start-up of a trailer/skid-mounted temporary treatment MBR.
  - Additive Alternate No. 2 includes the monthly rental of a trailer/skid-mounted temporary treatment MBR.
  - Additive No. 3 includes supply of a fully assembled/package shelf spare MBR cassette
  - Additive No. 4 is for the supply of high-efficiency aeration diffuser system components.
  - Additive No. 5 is for suggested value-added modifications or substitution proposed options.

In addition to the cost proposal, each proposer was required to provide the following:

- Technical Approach: description of project understanding and narrative approach for completing the project.
- Completion of the following tables: Design Criteria, Chemical Costs, Power Consumption, Aeration Energy Requirement, Labor and Maintenance, and Net Present Value.
- Data Sheets/Bill of Materials: data sheets for all equipment providing manufacturer, model number, capacity/sizing, quantity, power required, and control method for each component;
- Process Equipment Detailed Information: General Arrangement (GA) Drawings; catalog cut sheets; and a complete Bill of Materials.
- Warranties
- Drawings: Scaled AutoCAD drawings (GADrawings) and Process and Instrumentation Diagrams
- Process Modeling: BioWin computer modeling output reports.
- Managerial Approach
- Intellectual property or proprietary rights assertions, as applicable

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to Approve Tasking for Professional Engineering Services for Conceptual Level Alternatives Analysis for Sewer Service to Amizette

**DATE:** January 17, 2017

**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 ICIP schedule for the past years, “Design Phase IV Wastewater Collection System Including Amizette” has been on the list. However this past year it was not on our CIP schedule. In discussions with NM DOT District Engineer, we were informed that the NM DOT has plans to repave State Road 150 from Valdez to the skier parking lot, during the building season of 2017. With tentative future plans to eventually hook the Amizette area into water and sewer, there is now a decision as to the timing and if the Village would like to move this project up. If and when the Village buries the water/sewer lines, they will be buried within the NMDOT right-of-way, and more than likely underneath the existing asphalt. It does not seem reasonable to dig up a newly paved road to put in water/sewer lines. In discussions with NMDOT, they would be willing to hold off on only the portion of the repaving that is in Village limits in 2017 to allow the Village to tear up the old, existing asphalt. In order for NMDOT to make the decision and hold off paving 150 within Village limits, they would like to review engineering plans on how and where we’re proposing the lines to go. If NMDOT agreed to not pave within Village limits this coming season, the Village would have to initiate the project and complete it this coming season. If the Village misses this opportunity, it would be more logical to not dig up 150 until the asphalt degraded after some years of use, which would push this project out to that timeline. According to the variance the Village received from NMED for Taos Mountain Lodge, the Village has 10 years to put in sewer lines to at least Taos Mountain Lodge.

As part of this initiative to get this project complete, the Village Administrator has asked FEI Engineers for a proposal to provide Professional Engineering Services to produce a Conceptual Level Alternatives Analysis for Sewer Service to Amizette.

**RECOMMENDATION:** Staff Recommends Approval FEI Engineers to initiate a tasking for the Conceptual Level Alternatives Analysis for Sewer Service to Amizette.



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

January 12, 2017

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

**RE: Professional Engineering Services Proposal Village of Taos Ski Valley – Conceptual Level Alternatives Analysis for Sewer Service to Amizette**

Dear Mr. Fratrack:

FEI Engineers, Inc. (FEI) is pleased to submit our professional engineering services proposal to the Village of Taos Ski Valley (VTSV) for the Amizette Sewer Services Conceptual Level Alternatives Analysis. We appreciate the continued opportunity to work with you.

**PROJECT UNDERSTANDING**

The Amizette area is approximately 1.25 miles from the VTSV Wastewater Treatment Facility with an elevation difference of 300 feet. By providing sewer service to this area there are water quality benefits (associated with the removal of the septic tanks/leach fields and stream degradation) as well as additional users to increase Village revenue. Two primary service options to consider include:

1. A gravity sewer from the east to west in the central zone. A lift station at the far west end conveying all the way to the wastewater treatment facility. The existing Amizette buildings towards the east would require grinder pumps and would tie directly into the pressurized line.
2. Pressurizing the entire system and installing a single line from west to east. All sites would require grinder pumps and would tie directly into the pressurized line.

**Secondary options include:**

1. Installing a booster pump along the way.
2. Installing two lift stations.

The project will be separated into phases: Phase 1 – piping systems, and Phase 2 – lift stations.

**SCOPE OF SERVICES**

FEI recommends the following Scope of Work:

**TASK 1 . DEVELOPMENT OF THE CONCEPTUAL DESIGN OPTIONS**

1. Meet with VTSV to define and clarify scope requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. Potential solutions to meet the project requirements have been described in the project understanding, and include:
    - i. A gravity sewer from the east to west in the central zone. A lift station at the far west end conveying all the way to the wastewater treatment facility. The existing

Amizette buildings towards the east would require grinder pumps and would tie directly into the pressurized line.

- ii. Pressurizing the entire system and installing a single line from west to east. All sites would require grinder pumps and would tie directly into the pressurized line.

**Secondary options include:**

- iii. Installing a booster pump along the way.
  - iv. Installing two lift stations.
- 2. Study and evaluate the potential solutions to meet VTSV's requirements.
  - 3. Visit the Site to review existing conditions and facilities.
  - 4. VTSV to obtain, furnish, or otherwise make available to FEI additional Project-related data and information, for use in the study and evaluation of potential solutions to the project requirements, and preparation of a related report.
  - 5. After consultation with VTSV, recommend two (2) solutions which in FEI's judgment meet the project requirements.
  - 6. Identify, consult with, and analyze requirements of governmental (e.g. NMED, NMDOT, etc.) authorities having jurisdiction to approve the portions of the Project.

**TASK 2 . DEVELOP TECHNICAL MEMORANDUM**

Prepare a technical memorandum, to include: schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and recommended solutions. For each recommended solution FEI will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related professional services; and, on the basis of information furnished by VTSV, a tabulation of other items and services included within the definition of Total Project Costs.

**CLARIFICATIONS / EXCLUSIONS**

The following services, including those which are not considered normal or customary Basic Services, are not included in the Scope of Services. Additional or Supplemental Services beyond the above Scope of Work shall be performed only upon mutual agreement in writing between FEI and VTSV.

- A. Professional engineering services associated with preliminary and final design, bid, construction and post construction phases. Disciplines excluded in civil (aside from scoped work), structural, mechanical, architectural, electrical, instrumentation and controls.
- B. Environmental services.
- C. Surveying services.
- D. Geotechnical services.

**SCHEDULE**

Upon receiving Notice to Proceed, FEI will begin work immediately; and barring any circumstances beyond FEI's control, anticipates completion by March 31, 2017.





### **COMPENSATION**

The estimated compensation for performing the Scope of Services as identified herein is on a time and material basis (T&M) not-to-exceed fee of \$15,000. Additional services can be provided upon request and mutual agreement. FEI will submit progress invoices based on actual labor hours expended and reimbursable expenses.

A copy of our Billing Rate Schedule is attached along with two Schematic Layouts. If this Proposal is acceptable to you, please sign where indicated, keep one original copy for your records and return one complete original copy to FEI.

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

Sincerely,  
**FEI Engineers, Inc.**



Patrick O'Brien, P.E.  
Principal

Encl:           2017 Billing Rate Sheet  
                  Schematic Layouts

### **AUTHORIZATION**

**Project:       Professional Engineering Services Village of Taos Ski Valley  
                  Conceptual Level Alternatives Analysis for Sewer Service to Amizette**

*Scope of Services Accepted by:*

**Village of Taos Ski Valley**

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Signature

Date



**Focused. Engaged. Innovative.**



## 2017 RATE SCHEDULE

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

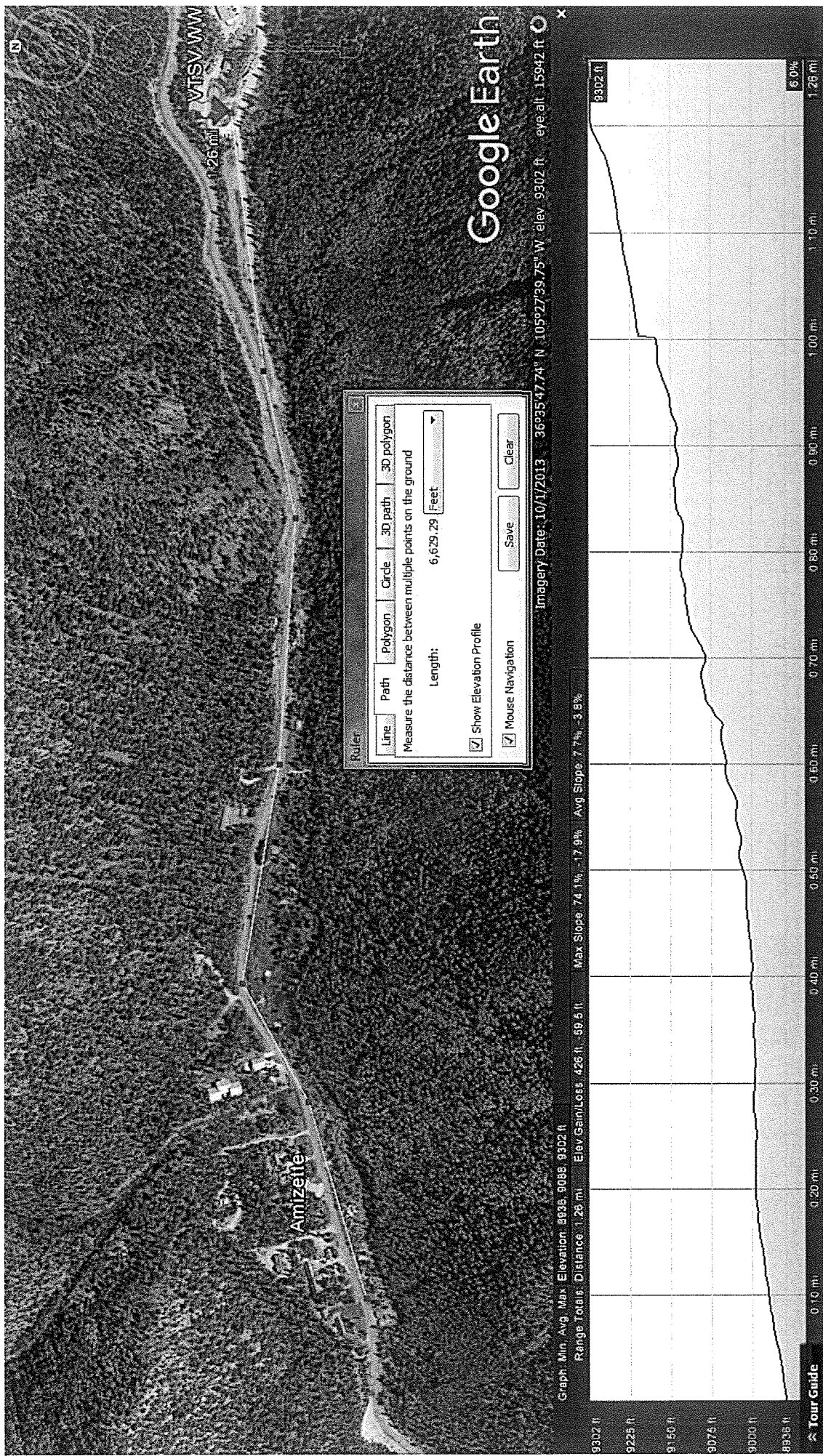
*\* 2017 FEI billing rates effective 1/1/2017.*

### Reimbursable Expenses Schedule

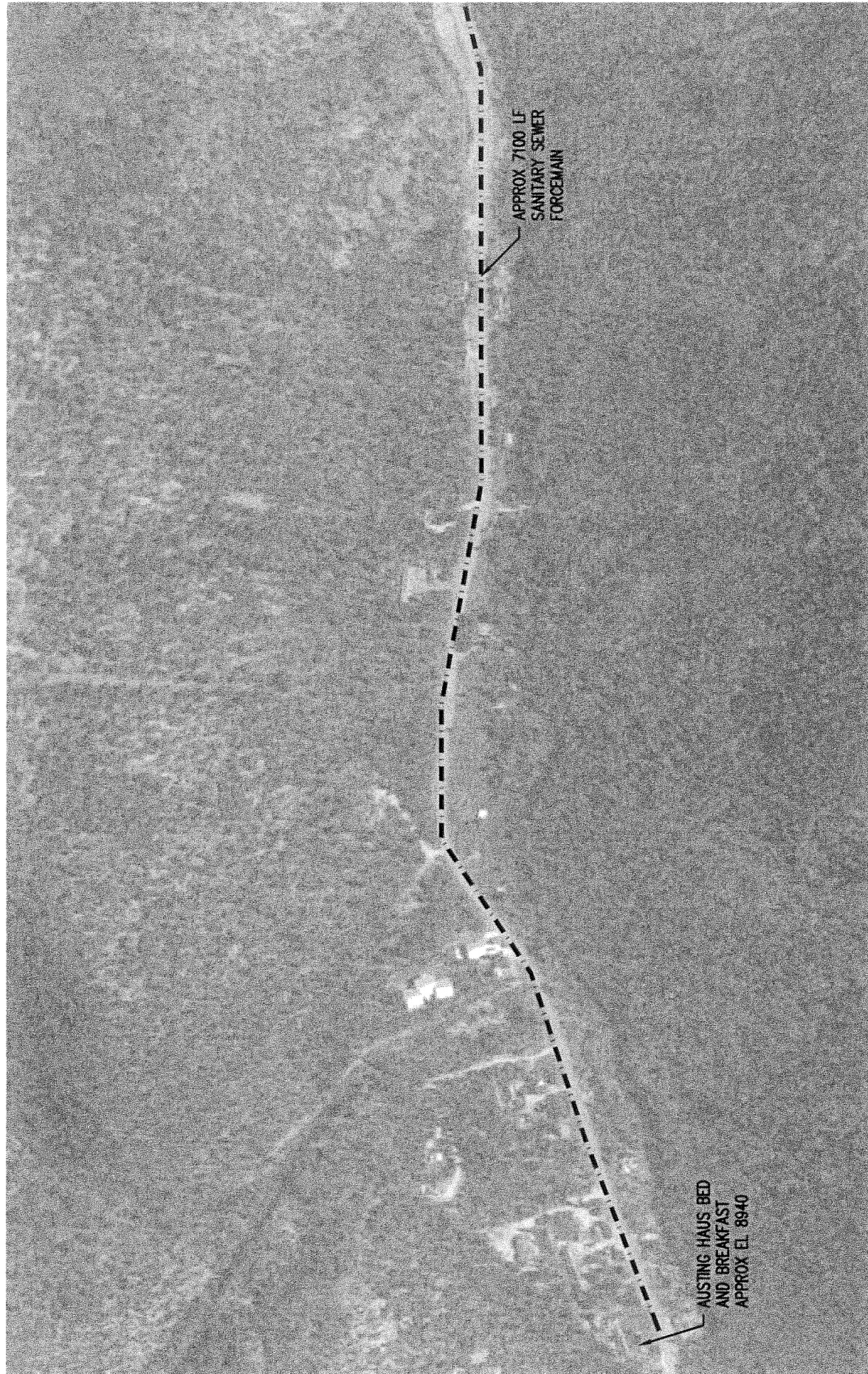
Direct expenses will be charged at actual cost plus 10% for handling and insurance. Incidental expenses such as miscellaneous copying, telephone service and computer equipment are included in the FEI Engineers fee. Reimbursable (direct) expenses may include, but are not limited to:

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

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







**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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**AGENDA ITEM TITLE: Discussion and Direction Concerning a Proposal from TSVI to Construct a Joint 5,000,000 Gallon Water Storage Tank in the Kachina Area**

**DATE:** January 17, 2017

**PRESENTED BY:** Mark G. Fratrack, Village Administrator

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended

**BACKGROUND INFORMATION:** Approximately two months ago, TSVI approached the Village Staff to open up discussions on a private/public partnership to construct a 5,000,000 gallon water storage tank. Various discussions have taken place on the pros, cons, and hurdles to the possible viability of such a project. The Village would abandon the 250,000 Kachina Water tank and utilize the remaining funding from the WTB loan/grant/match and the TIDD towards the construction of a new 5,000,000 gallon tank. As part of the discussions, it's being proposed that TSVI would cover all additional costs for the project and possibly provide site prep/work. The 5,000,000 tank would be filled via surface water (the KMF and the Beaver Pond). Some, but not all pros, cons, and hurdles that have been discussed:

**Pros:**

- Increase in the Village water storage/accessible amount of a minimum of 500,000 gallons for usage in our water system, but possibly more gallons could be accessed
- Guarantees Village water into the future
- Avoids having to redevelop the infiltration gallery in the near future
- Fire protection/fighting capacity of 5,000,000 gallons
- Storage for higher capacity snowmaking into the future
- Coordinate a late summer release to acequias to bolster water in ditches.
- Accessibility

**Cons:**

- Water quality and perceived water quality if filtered and blended
- Filtration for additional water coming into system
- Testing costs and man hours (1/2 body a year) for monitoring water quality
- NMED Source Water Protection Vulnerability assessment could be adversely affected
- Maintenance and periodic inspection costs for steel tank versus concrete tank
- Steel tank life expectancy versus concrete

**Hurdles:**

- WTB approval to reauthorize funding for new project
- Drinking water quality
- PR with downstream people

**RECOMMENDATION:** Staff recommends direction to continue to work with TSVI to do additional research and contact/meet with outside agencies (NMED, WTB, etc.) to find out requirements.

**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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

DATE: January 17, 2017

PRESENTED BY: Mark G. Fratrack, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

As part of the MDA, adopted in the TIDD formation, the developer Impact and System Development fees are subject to possible relief of 25% to 100%. Village Staff and TSVI Staff have been in discussion on appropriate amounts between the 25% and 100% that the developer does not, or should not have to pay because of the improvements that they have made to the Village infrastructure system, or the appropriate amounts that the Village requires payment on to support Village deemed priority projects. According to Village ordinance, Village Council shall approve the amount of credits allowed.

**RECOMMENDATION:** Staff recommends that Council approve the amount of credits set forward for the System Development and Impacts for Parcel G.

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

TSVI's Suggested Credits

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

TSVI's Suggested Credits

Impact Fees					
	Roads	Parks&Rec	Gov Facilities	Public Safety	Total
Blake SF	177,171	177,171	177,171	177,171	177,171
Less SF Cr's	(36,210)	(36,210)	(36,210)	(36,210)	(36,210)
Net SF	140,961	140,961	140,961	140,961	140,961
Rate	2,4773	0,4118	0,7738	0,7095	4,3724
Gross Fee	349,203	58,048	109,076	100,012	616,338
Credit %	80%	83%	0%	0%	0%
MDA Credit \$	(279,362)	(47,889)	-	-	(327,252)
Net Fee Due	69,841	10,158	109,076	100,012	289,086
TSVI Existing Cr	-	-	-	-	-
Fee Due	69,841	10,158	109,076	100,012	289,086

TSVI Summary	
1,442,397	Total Fees
(946,796)	MDA Total Cr
(100,596)	Existing Cr
(1,047,392)	Total Cr
395,005	Fees Paid

VTSV's Suggested Credits

System Development			
	Water	Sewer	Total
Blake EQR	111.62	111.62	111.62
Less: Pagoda	(8.00)	(8.00)	(8.00)
Net EQR	103.62	103.62	103.62
Rate	4,416	3,556	7,972
Gross Fee	457,586	368,473	826,059
Credit %	25%	25%	25%
MDA Credit \$	(114,396)	(92,118)	(206,515)
Net Fee Due	343,189	276,355	619,544
TSVI Existing Cr's	(8,478)	(215,000)	(223,478)
Fee Due	334,711	61,355	396,066

VTSV's Suggested Credits

Impact Fees					
	Roads	Parks&Rec	Gov Facilities	Public Safety	Total
Blake SF	177,171	177,171	177,171	177,171	177,171
Less SF Cr's	(36,210)	(36,210)	(36,210)	(36,210)	(36,210)
Net SF	140,961	140,961	140,961	140,961	140,961
Rate	2,4773	0,4118	0,7738	0,7095	4,3724
Gross Fee	349,203	58,048	109,076	100,012	616,338
Credit %	44.5%	75%	0%	0%	0%
MDA Credit \$	(155,395)	(43,536)	-	-	(198,931)
Net Fee Due	193,807	14,512	109,076	100,012	417,407
TSVI Existing Cr	-	-	-	-	-
Fee Due	193,807	14,512	109,076	100,012	417,407

VTSV Summary	
1,442,397	Total Fees
(405,446)	MDA Total Cr
(223,478)	Existing Cr
(628,924)	Total Cr
813,473	Fees Paid

See Road Impact Consideration Sheet

→ ROADS IMPACT FEES CONSIDERATION

Item Description	Cost	Beneficial Use %'s	TSV Allocated		Discription & Justification
			Cost	VTSV Allocated Cost	
Multihog MX120	\$120,000	TSVI 75%, VTSV 25%	\$90,000	\$30,000	Base unit, wouldn't have to purchase if riverwalk and manholes were accessible, routine annual maintenance and possible SSO's requires access to all utility manholes at all times.
Trilety sweeper	\$70,000	Sutton Place 45%, Tbird Rd 45%, Pioneer Glades 5%, VTSV 5%	\$52,500	\$17,500	This is a vactor type sweeper that vacuums gravel to a tank for recovery and creates minimal dust - could be used on all paved roads, Sutton, Tbird, Pioneer Glades and any future paved road - possibility that sweeper can also be used for snow removal in paved areas. (This cost might come down in the next 6 months)
High pressure washer w/sewer jetter	\$20,000	TSVI 75%, VTSV 25%	\$15,000	\$5,000	Annual maintenance of sewer lines requires access to each manholes for cleaning and we cannot use existing equipment. This attachment could also be utilized elsewhere throughout system justifying a shared cost.
Sander/spreader	\$20,000	TSVI 90%, VTSV 10%,	\$15,000	\$5,000	This attachment would be used primarily in Sutton Place and Tbird Rd w/metal pless snow plow blade below for snow removal. Due to its compact maneuverability, this allows for more efficient snow removal for sidewalks, alleyways and graveling in high pedestrian traffic and constricted areas.
Snow blower	\$17,500	TSVI 75%, VTSV 25%	\$13,125	\$4,375	This attachment would be used to maintain riverwalk access to manholes and used in congested areas in a safer manner than heavy equipment.
Metal pless snow plow	\$11,000	TSVI 75%, VTSV 25%	\$8,250	\$2,750	This attachment would be beneficial for the efficient and safe removal of snow for sidewalks, riverwalks and congested areas when and where a snowblower would not be appropriate.
Total Estimated Costs:			\$258,500	\$193,875	\$64,625
Possible Future Needs:					
Fork lift mast	\$9,500	[N/A]	\$0	\$0	* Fork lift mast \$9,500 [N/A]
De-icer	\$17,500-\$25,00	May be looked at in future for consideration.			Have not researched enough to make decision based on environmental concerns...this attachment though can be used in winter for de-icing and summer for dust control although restricted by its size and volume capacity. May be looked at in future for consideration.

Note: Used higher estimate on Sander/Spreader (\$10k to \$20k).



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

January 10, 2017

System Development		
Blake EQR	Water	Sewer
Less: Pagoda EQR	111.62 (8.00)	111.62 (8.00)
Net EQR	103.62	103.62
Rate	\$ 4,416	\$ 3,556
Gross Fee	\$ 457,586	\$ 368,473
Credit %*	75%	75%
Credit \$*	\$ (343,189)	\$ (276,355)
Net Fee Due	\$ 114,396	\$ 92,118
TSVI Existing Credit**	\$ (8,478)	\$ (92,118)
Fee Due	\$ 105,918	\$ -
* Per the MDA, TSVI is eligible for a 25-100% credit against system development fees. The amount of the credit will be negotiated with consideration given to specific projects TSVI has funded directly that the fee is designed to address.		
**TSVI holds credits of \$8,478 and \$215,000 eligible for use towards water and sewer system development fees, respectively.		

Impact Fees				
Blake SF (gross)	Roads	Parks & Rec	Gov Facilities	Public Safety
Less: SF credits	177,171 (36,210)	177,171 (36,210)	177,171 (36,210)	177,171 (36,210)
Blake SF (net)	140,961	140,961	140,961	140,961
Rate	\$ 2,4773	\$ 0.4118	\$ 0.7738	\$ 0.7095
Gross Fee	\$ 349,203	\$ 58,048	\$ 109,076	\$ 100,012
Credit %*	80%	83%	0%	0%
Credit \$ (a)*	\$ (279,362)	\$ (48,048)	\$ -	\$ -
Net Fee Due	\$ 69,841	\$ 10,000	\$ 109,076	\$ 100,012
TSVI Existing Credit	\$ -	\$ -	\$ -	\$ -
Fee Due	\$ 69,841	\$ 10,000	\$ 109,076	\$ 100,012
* Per the MDA, TSVI is eligible for a 25-100% credit against impact fees. The amount of the credit will be negotiated with consideration given to specific projects TSVI has funded directly that the fee is designed to address.				

Contractor	Function	Total	Plaza	Utilities & Drainage	Sutton Road	Sutton Crossing	Wayfinding & Signage	Stream Restoration
<i>Relevant Impact Fee</i>			<i>Parks/Rec</i>	<i>Water/Sewer</i>	<i>Road</i>	<i>Road</i>	<i>Parks/Rec/Road</i>	<i>Park/Rec</i>
<u>Hard Costs</u>								
Jaynes Corp		\$ 6,449,466	\$ 1,260,009	\$ 1,728,473	\$ 1,198,619	\$ 2,262,365		
Queen of the River		\$ 679,696						\$ 679,696
Protégé		\$ 110,000		\$ 55,000		\$ 55,000		
Yaseen/Compton		\$ 75,000				\$ 75,000		
<u>Soft Costs</u>								
Glorieta Geoscience	Engineer	\$ 570,000		\$ 10,000		\$ 200,000		\$ 360,000
Russell Engineering	Engineer	\$ 550,000		\$ 165,000	\$ 150,000	\$ 190,000		\$ 45,000
Zehren Architect	Design	\$ 257,000	\$ 47,000		\$ 35,000	\$ 50,000	\$ 75,000	\$ 50,000
Gateway/JC	Project Mgmt	\$ 165,000	\$ 15,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 5,000	\$ 25,000
TSVI/BPM	Overhead	\$ 150,000	\$ 20,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 5,000	\$ 20,000
Geo-test	Engineer	\$ 75,000		\$ 75,000				
SE Group	Engineer	\$ 50,000		\$ 10,000		\$ 40,000		
Insurance		\$ 49,000	\$ 8,000	\$ 12,000	\$ 13,500	\$ 10,000	\$ 500	\$ 5,000
Hart Howerton	Design	\$ 15,000				\$ 15,000		\$ 15,000
Legal		\$ 15,000						
Red Tail Survey	Survey	\$ 12,000		\$ 2,000		\$ 10,000		
O/H %		1.6%	1.5%	1.6%	2.4%	1.2%	3.1%	1.7%
			\$ 1,350,009	\$ 2,132,473	\$ 1,472,119	\$ 2,907,365	\$ 160,500	\$ 1,199,696

# CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

Core Village Public Improvements - Jaynes Job No. AG15-038

ITEM NO	DESCRIPTION OF WORK	Total Cost	Plaza Space	Utils & Drainage	Sutton Road	Sutton Xing	Retention Pond	Restoration - Incomplete
3.00	Demolition							
3.01	Select Demo of Stray Dog Deck	23,400				23,400		
3.02	Demo Culverts at Sutton PI	22,913				22,913		
3.03	Closeout/Punchlist	1,188				1,188		
4.00	Earthwork							
4.01	Fine Grade Roads for Asphalt Prep	4,388				4,388		
4.02	Surveying for Firehouse Rd	6,338				6,338		
4.03	Temp Fence/Barries for Firehouse Rd	4,875				4,875		
4.04	Signage at Firehouse Rd	1,950				1,950		
4.05	SWPP at Firehouse Rd	3,900				3,900		
4.06	Flagman at Firehouse Rd	9,750				9,750		
4.07	Drainage Ditch at Firehouse Rd	4,388				4,388		
4.08	Surveying for Water Quality Pond	3,900					3,900	
4.09	Temp Fence/Barries for Water Quality Pond	1,950					1,950	
4.10	Signage at Water Quality Pond	1,950					1,950	
4.11	SWPP at Water Quality Pond	1,950					1,950	
4.12	Water Quality Pond Earthwork and Rip Rap	56,550					56,550	
4.13	Closeout/Punchlist	2,613					2,613	
5.00	Site Improvements							
5.01	Reseed Around Water Quality Pond	1,950					1,950	
5.02	Demo Asphalt at Sutton PI	11,700			11,700			
5.03	Replace Asphalt at Sutton PI	149,770			149,770			
5.04	Landscape and Irrigation Along Stream	158,121			158,121			
5.05	Gravel Paths	6,221			6,221			
5.06	Stone Steps	7,800			7,800			
5.07	Closeout/Punchlist	8,604			8,604			
6.00	Culvert Work							
6.01	OT for Sutton PI Culverts	163,069				163,069		

## CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

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Core Village Public Improvements - Jaynes Job No. AG15-038

ITEM NO	DESCRIPTION OF WORK	Total Cost	Plaza Space	Utils & Drainage	Sutton Road	Sutton Xing	Retention Pond	Restoration - Incomplete
6.02	Diversion of Streams	171,600				171,600		
6.03	Loading and Unloading Culverts at West World	73,775				73,775		
6.04	Grading for Culverts	13,650				13,650		
6.05	Closeout/Punchlist	10,823				10,823		
7.00	Underground Utilities							
7.01	Water Line Relocation and Extension	355,025		355,025				
7.02	Sewer Line Relocation and Extension	182,156		182,156				
7.03	Gas Utilities	5,850		5,850				
7.04	Storm Drain	356,742		356,742				
7.05	Washed Rock @ All VTSV Utilities (VTSV spec)	61,425		61,425				
7.06	Dewatering @ Utilities and Concrete	34,125		34,125				
7.07	Sewer Changes and Casings per civil	52,421		52,421				
7.08	2" Copper Line to Landscaping Controllers	5,031		5,031				
7.09	Sewer Change-grease trap to the manhole	hotel						
7.10	Added FDC Connection, 6" Fireline to Riser	hotel						
7.11	Added Pipe, Drains, & Inlets @ Pond and Insulated Storm Drain	31,380					31,380	
7.12	Relocate Utilities at Firehouse Rd	19,500		19,500				
7.13	Piping at Water Quality Pond	24,375					24,375	
7.14	Closeout/Punchlist	30,257		30,257				
8.00	Cast-in-Place Concrete							
8.01	Site Concrete Stairs	192,364	192,364					
8.02	Temp. Topping Slab at Plaza	24,375	24,375					
8.03	Sidewalks and C&G	104,000			104,000			
8.04	Closeout/Punchlist	8,224	4,112		4,112			
9.00	Masonry							
9.01	Stone Veneer	339,300						339,300
9.02	Pavers at Plaza	129,169	129,169					
9.03	Stone Pilasters at Stray Dog	14,625				14,625		
9.04	Closeout/Punchlist	12,387	2,477					9,910

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

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Core Village Public Improvements - Jaynes Job No. AG15-038

ITEM NO	DESCRIPTION OF WORK	Total Cost	Plaza Space	Utils & Drainage	Sutton Road	Sutton Xing	Retention Pond	Restoration - Incomplete
10.00	Metal Fabrications							
10.01	Site Handrails/Guardrails	136,307	136,307					
10.02	Bridge Reconnect	68,754	68,754					
10.03	Vehicular Guardrail	29,387			29,387			
10.04	Pedestrian Guardrail	7,186				7,186		
10.05	Closeout/Punchlist	6,196	3,098			3,098		
11.00	Carpentry							
11.01	Wood Framing at Stray Dog	87,750				87,750		
11.02	Closeout/Punchlist	2,250				2,250		
12.00	Waterproofing							
12.01	Waterproofing at Site Walls	36,830	36,830					
12.02	Sacraficial Membrane at Plaza	20,475	20,475					
12.03	Closeout/Punchlist	1,469	1,469					
13.00	Joint Sealers and Fillers							
13.01	Flashing from Plaza to RCE	3,900	3,900					
13.02	Sealants for Sidewalks	1,950	1,950					
13.03	Closeout/Punchlist	150	150					
14.00	Framing/Drywall/Stucco							
14.01	Frame and Drywall Patch RCE for Plaza Install	4,875	4,875					
14.02	Stucco Patch RCE for Plaza Install	4,875	4,875					
14.03	Closeout/Punchlist	250	250					
15.00	Paint							
15.01	Paint RCE Patching	2,925	2,925					
15.02	Paint Handrails and Guardrails	15,405	7,703		3,851	3,851		
15.03	Closeout/Punchlist	470	470					

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

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**Core Village Public Improvements - Jaynes Job No. AG15-038**

ITEM NO	DESCRIPTION OF WORK	Total Cost	Plaza Space	Utils & Drainage	Sutton Road	Sutton Xing	Retention Pond	Restoration - Incomplete
16.00	Mechanical							
16.01	Snow Melt	181,657	181,657					
16.02	Closeout/Punchlist	4,658	4,658					
17.00	Electrical							
17.01	Add 4" Conduits in Siberia	hotel						
17.02	Site Lighting and Power	217,815	65,345		152,471			
17.03	Relocate Electrical Under Existing Culvert	2,438				2,438		
17.04	Remove and Reinstall Lighting at Stray Dog Deck	3,900				3,900		
17.05	Closeout/Punchlist	5,933				5,933		
18.00	Contractor's Contingency (original amount \$221,990)							
18.01	Screening Soils in lieu of Crushing	80,000			80,000			
18.02	Higher Thin Stone Material Cost than Budgeted	141,233						141,233
19.00	Allowances	-						
19.01	Lighting Along Sutton PI	40,000			40,000			
19.02	Landscape and Irrigation Along Sutton PI	10,000			10,000			
19.03	Site Amenities (trash recepticals, benches, etc...)	36,360						
	Credit	(36,360)						
19.04	Run Utilities for Hotel Overhead of Culvert Work	30,000						
	Credit	(30,000)						
19.05	Sutton PI Culverts	600,000				600,000		
19.06	River Repair at Water Quality Pond	15,000					15,000	
20.00	CHANGE ORDER #01							
20.01	PCO 1022 - Edelweiss Street Improvements	-						
20.02	Demo and Grading	22,940			22,940			
20.03	Curb and Gutter	4,795			4,795			
20.04	Sidewalk	22,744			22,744			
20.05	Misc. Utility	7,400			7,400			
20.06	Misc. Stucco Patch	3,004			3,004			

## CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
Core Village Public Improvements - Jaynes Job No. AG15-038

ITEM NO	DESCRIPTION OF WORK	Total Cost	Plaza Space	Utils & Drainage	Sutton Road	Sutton Xing	Retention Pond	Restoration - Incomplete
20.07	Landscape and Irrigation	7,958			7,958			
20.08	Planter Footing	1,440			1,440			
20.09	Planter	2,940			2,940			
20.10	Light Poles	18,750			18,750			
20.11	Handrail	3,500			3,500			
20.12	Misc. Costs (surveying, paint, cleanup)	3,500			3,500			
20.13	Markups	14,923			14,923			
		-						
21.00	PCO 1034 - Revise Paver Section to use Concrete Sub Slab	-						
21.01	Concrete Sub Slab	53,780	53,780					
21.02	Markups	8,109	8,109					
		-						
22.00	PCO 1043 - Snow Removal Off-Site	-						
22.01	Snow Removal	12,000			12,000			
22.02	Markups	1,700			1,700			
	SUBTOTAL	4,835,338	960,076	1,102,532	893,631	1,247,038	141,618	490,443
			20%	23%	18%	26%	3%	10%
1.00	Jaynes Preconstruction	23,552	4,676	5,370	4,353	6,074	690	2,389
2.00	General Conditions	349,739	69,442	79,746	64,636	90,198	10,243	35,474
2.01	Surveying	39,488	7,841	9,004	7,298	10,184	1,157	4,005
2.02	Closeout/Punchlist	9,980	1,982	2,276	1,844	2,574	292	1,012
23.00	Markups							
23.01	Constructability Review	2,475	491	564	457	638	72	251
23.02	Sub Bonds/Guard	47,922	9,515	10,927	8,857	12,359	1,404	4,861
23.03	Warranty	15,522	3,082	3,539	2,869	4,003	455	1,574
23.04	BIM	12,935	2,568	2,949	2,391	3,336	379	1,312
23.05	QA	3,151	626	718	582	813	92	320
23.06	Jaynes GL Insurance	35,932	7,134	8,193	6,641	9,267	1,052	3,645
23.07	Contractor Fee (4% Base)	211,933	42,080	48,324	39,168	54,658	6,207	21,496

## CONTINUATION SHEET

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Core Village Public Improvements - Jaynes Job No. AG15-038

ITEM NO	DESCRIPTION OF WORK	Total Cost	Plaza Space	Utils & Drainage	Sutton Road	Sutton Xing	Retention Pond	Restoration - Incomplete
23.08	New Mexico Gross Receipts Tax (8.6875%)	478,837	95,075	109,182	88,495	123,493	14,024	48,568
23.09	Contractor Fee (0.5% Incentive)	27,054	5,372	6,169	5,000	6,977	792	2,744
23.10	NMGRT on Incentive Only (8.6875%)	2,350	467	536	434	606	69	238
24.00	TOTAL PRE-PENDING CHANGE ORDERS	6,096,208	1,210,428	1,390,030	1,126,655	1,572,218	178,547	618,331
PENDING CO'S (being reviewed/negotiated with Jaynes)								
1037	Sutton Place lighting							
1127	Redesign of Retention Pond	29,000			29,000			
1023	Revised Culvert Scope for 2016	749,692				749,692		
1038 R1	Landscaping along Sutton Pl	9,948			9,948			
1047 R2	Credit Running Utilities Overhead at Sutton Pl	(34,523)				(34,523)		
1051 R2	Meters for Snow Melt Zones in Public Areas	49,581	49,581					
1054 R1	Add Sewer Manhole 4.5	4,907		4,907				
1056 R1	Change from ADS to C900 SD Piping from MH 9 to MH11	7,722		7,722				
1058 R1	Reroute Existing Sewer Piping from Alpine Village to MH4	1,467		1,467				
1061 R1	River Repair at South Edge of Pond	(8,803)					(8,803)	
1062 R2	Revised landscaping per ASI 09	(39,022)				(39,022)		
1071	Dust Control of Parking Lots	3,300			3,300			
1072	Add Basecourse on Armadillo in front of Trailer	500			500			
1073	Move Snow out of Pond	1,700					1,700	
1094	Add Wood Rails and Cap to Vehicular Guardrails	14,000				14,000		
1095	Extend C&G at Sutton into Armadillo Lot	16,541			16,541			
1096	Add Handrail at Sutton Pl in front of Edelweiss	10,131			10,131			
1098	Ironsmith Grates and Inlet Modifications	2,544			2,544			
1099 R1	Realignment of Water and Sewer Line at Loading Dock	147,291		147,291				
1101	Raise Manhole A-3	4,567		4,567				
1102	Raise Manhole in Thunderbird Rd	1,045		1,045				
1127	Redesign of Retention Pond							
	Total Change Orders & Allowance True-ups	971,588	49,581	166,999	71,964	690,147	(7,103)	-



CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

Core Village Public Improvements - Jaynes Job No. AG15-038

ITEM NO	DESCRIPTION OF WORK	Total Cost	Plaza Space	Utils & Drainage	Sutton Road	Sutton Xing	Retention Pond	Restoration - Incomplete
	<b>TOTAL COSTS</b>	7,067,796	1,260,009	1,557,029	1,198,619	2,262,365	171,444	618,331
	Less: Work not completed or dedicated	(618,331)						
	<b>TOTAL - 2016 IMPROVEMENTS</b>	6,449,465						

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Introduction of Ordinance No. 2017-60 An Ordinance Adopting a  
Municipal Hold Harmless Gross Receipts Tax

**DATE:** January 17, 2017

**PRESENTED BY:** Mark G. Fratrack, Village Administrator

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not recommended

**BACKGROUND INFORMATION:** At the Wastewater Treatment Plant (WWTP) funding workshop on Dec 21, 2016, Brad Angst with G.K. Baum & Co, who is the financial advisor to the Village, discussed a variety of options on how the Village might finance the \$6.8 million proposed upgrades to the WWTP. One of those options is for the Village to adopt up to 3/8 of a percent in GRT increase in accordance with the New Mexico Gross Receipts and Compensating Act, which would be referred to as the “municipal hold harmless gross receipts tax”. While this is only one of the options discussed, the Council did give staff direction to initiate the process at the January 17, 2017 Council meeting which will meet appropriate deadlines for the hold harmless GRT adoption.

**RECOMMENDATION:** As this is the first reading of the ordinance, no action is necessary at this time.

**VILLAGE OF TAOS SKI VALLEY  
ORDINANCE NO. 2017-60**

**AN ORDINANCE ADOPTING A MUNICIPAL HOLD HARMLESS  
GROSS RECEIPTS TAX**

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY:

Section 1. Imposition of Tax. There is imposed on any person engaging in business in the Village of Taos Ski Valley an excise tax equal to three-eighths of one percent (.375%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Act, as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the Municipal Local Option Gross Receipts Taxes Act as it now exists or as it may be amended, and shall be known as the "municipal hold harmless gross receipts tax."

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No municipal hold harmless gross receipts tax shall be imposed on the gross receipts arising from:

A. A business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978.

B. Direct broadcast satellite services.

C. Transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality.

Section 4. Dedication. Revenue from the municipal hold harmless gross receipts tax will be used for the purpose of general operations of the Village, including securing of debt and revenue bonds, debt service, and funding Enterprise Fund projects.

Section 5. Effective Date. The effective date of the municipal hold harmless gross receipts tax shall be either July 1 or January 1, whichever date occurs first after the expiration of three months from the date this ordinance is adopted.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

The Village of Taos Ski Valley, New Mexico

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

Vote: For \_\_\_\_\_ Against \_\_\_\_\_

## VILLAG OF TAOS SKI VALLEY

### Agenda Item

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AGENDA ITEM TITLE: **Approval of Professional Service Contract for Bond Counsel Legal Services.**

DATE: January 17, 2017

PRESENTED BY: Mark G. Fratrack, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: At the December 21, 2016 WWTP finance workshop, one of the items that was discussed was the possible need for the Village to hire for Bond Counsel service. Bond Counsel would be essential if the Village decides on bonding and/or tax options depending on the financing platform used. G.K. Baum (GKB) is recommending having one retained during the planning process for consultation and to make sure the Village operates in compliance during the debt financings.

At the workshop, GKB, with Village Administrator concurrence, proposed using the Modrall Sperling law firm from Albuquerque. However, it became clear that any potential conflict of interest between Village legal representation and TVSI legal representation, even if small and limited to the TIDD, should be avoided. Because of that feedback GKB went back to evaluate other lawyers.

GKB's recommendation for Bond Counsel:

- Jill Sweeney of Sherman & Howard
- Sherman & Howard is a larger firm with many resources available to be able to move efficiently for the Village
- Jill has 25 years of experience working with New Mexico municipalities and debt issuers
- She also specializes in TIDDs, PIDs, and other New Mexico special districts having represented both municipalities and developers
- Ms. Sweeney's proposal for the WWTP financing (these are paid out of bond/loan proceeds, not Village budget)
  - \$30k maximum bond counsel fee for a \$7,000,000 financing – if the bond/loan amount is smaller she will lower the cost at the same rate
  - This is a good fee/rate for a transaction this size. She moved down from her original proposal of \$35k after we requested.
  - 75% of the bond counsel fee to draft an official statement – only needed if selling bonds is determined to be the best financing option

- This is the standard rate in New Mexico for writing offering documents
- The Village can also use Ms. Sweeney for consulting services if and as needed for any review of TIDD, MDA, or PID documents or consultation
- She has provided a government rate of \$300/hour, and a rate of \$475/hour for fees that are borne by a developer
- She moved the gov't rate down from \$350/hour after we requested a lower rate.

RECOMMENDATION: Staff recommends authorization and approval to enter into a contract with Jill Sweeney of Sherman & Howard for contracted Bond Counsel legal services.

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE: Consideration to Approve Village of Taos Ski Valley Locked Vehicle Policy**

DATE: January 17, 2017

PRESENTED BY: Andrew Bilardello, Police Chief

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: It has been common practice for the VTSV DPS personnel to use vehicle entry tools to assist motorists who have locked their keys inside of their vehicles. Until now, there has been no policy or guidelines on how to do this. With the majority of vehicles today having electronic locking systems and in-door air bags, I believe that it is only a matter of time before we subject ourselves to liability for damaging a vehicle while attempting to open the door.

Recommendation: I suggest that the Village DPS cease opening car doors for motorists who have locked their keys within; unless it is an extreme emergency. I highly recommend approving the attached policy for DPS personnel.

Untitled

PUBLIC ASSISTANCE

DPS officers, may at times, be requested to assist a motorist who has locked themselves out of their vehicle.

Officers will NOT attempt to open the vehicle or provide the motorist with any implement to do so.

Vehicle owners should be instructed to contact a locksmith or tow company of their choice for assistance.

If there is a child, incapacitated adult or pet locked in the vehicle, the officer may use his/her discretion

in opening the vehicle to prevent harm to the person or pet locked within. Every attempt should be made to

open the vehicle with as little damage as possible. If the officer deems it necessary to open the vehicle

without delay, the officer may break a side window opposite from the person or pet locked within.

A full report detailing the incident will be filed prior to the end of shift.

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to Approve Contract No. 2017-05, a Professional Service Contract with Whitney Appraisal Associates, Inc.

**DATE:** January 17, 2017

**PRESENTED BY:** Mark G. Fratrack, Village Administrator

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not recommended

**BACKGROUND INFORMATION:** The Village would like to move forward in the near future with Ernie Blake (EB) Road improvements. To meet the design and construction requirements of the new road, the Village will have to acquire some additional property so that the project can be constructed appropriately. The first step to the possible acquisition of these properties is for the Village to have an appraisal completed on the properties in question. The Village Administrator put out an email RFP to four local appraisers. The Village received two proposals back. Whitney Appraisal Associates, Inc. gave a competitive bid at \$22,500.00 and the best timeline for completion of March 8, 2017.

**RECOMMENDATION:** Staff recommends approval of the contract with Whitney Appraisal Associates, Inc. for appraisal services in the amount of \$22,500.00, plus GRT of 8.3125%.





## VILLAGE OF TAOS SKI VALLEY PROFESSIONAL SERVICE CONTRACT

**Contract No. VTSV – 2017-05**

This contract is hereby made and entered into by and between the **VILLAGE OF TAOS SKI**, a New Mexico Municipality (hereinafter "VTSV") and **WHITNEY APPRAISAL ASSOCIATES, INC** (hereinafter "CONTRACTOR") on this 17 day of January, 2017.

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

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

1. Scope of Work: **CONTRACT FOR PROFESSIONAL APPRAISAL SERVICES (see attached Whitney Contract)**
2. Address & Phone Contact. The address (mailing and, if different, physical location) and phone number(s) of CONTRACTOR are:  

Name:	<u><b>Whitney Appraisal Associates, Inc.</b></u>
Street:	<u><b>204 Bendix Drive Unit H</b></u>
	<u><b>Taos, NM 87571</b></u>
Ph #	<u><b>575-737-9760</b></u>
3. Term. This contract shall be effective until April 1, 2017.
4. Compensation. The VTSV shall pay CONTRACTOR, under this contract, a maximum of \$22,500.00 plus NM gross receipt taxes @ 8.3125%, and reimbursement for any fees required to be paid to NM Environmental Dept to get said permit and variance. **NOTE: VTSV GRT -- New Tax Increment Development District CRS location code 20-430.**
5. Termination. This contract may be terminated at will, by either party, with or without cause.
6. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VTSV. CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VTSV, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply.
7. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.

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

CONTRACTOR:

Village of Taos Ski Valley

\_\_\_\_\_  
Contractor Name & Company

\_\_\_\_\_  
Mark G. Fratrack, Village Administrator

\_\_\_\_\_  
Contractor's GRT/CRS Number OR

ATTESTED TO BY:

\_\_\_\_\_  
Contractor's Fed. Tax ID No. or SSN

\_\_\_\_\_  
Ann M. Wooldridge, Village Clerk

WHITNEY APPRAISAL ASSOCIATES, INC  
204 Bendix Drive Unit H  
Taos, New Mexico 87571  
(575) 737-9760

**CONTRACT FOR PROFESSIONAL APPRAISAL SERVICES**

THIS AGREEMENT made on January 2, 2017 between the Mark Fratrack, Village Administrator of The Village of Taos Ski Valley, Client, and Whitney Appraisal Associates, Inc. hereinafter referred to as "Appraiser", agree as follows:

1. Identification: The Village of Taos Ski Valley, hereby engages Appraiser, and Appraiser hereby agrees to appraise that real property more particularly described as follows:

Property Description: Realignment of Ernie Blake Road Right of Way involving three separate properties and a temporary construction easement. The three properties are located at the Village of Taos Ski Valley, New Mexico and include: The Al's Run Condominium Tract, The Beausoleil Tract and Sierra del Sol Condominium Tract. The temporary construction easement is on the Beausoleil Tract.

2. Purpose of Appraisal: Appraiser agrees to furnish the client three copies of a written appraisal report for the purpose of forming an opinion of market value of the three tracts before and after the right of way acquisition and market rent for the Temporary Construction Easement. The appraiser shall comply with the professional and ethical requirements of the Appraisal Institute.

The intended use of this appraisal is for property acquisition purposes. The intended users of the report are The Village of Taos Ski Valley and their assigns.

3. Authorization and Data to be Furnished: The client authorizes the Appraiser to inspect the premises and agree to furnish Appraiser with all pertinent data, maps, title reports, tax bills and surveys which the appraiser requests in connection with the appraisal of the above-described real property. If special legal instructions are to be considered by the Appraiser, such instructions shall be in writing.

4. Compensation: The Village of Taos Ski Valley agrees to pay Appraiser, for services in appraising the above described real property a fee not to exceed **\$22,500**, payable upon delivery of the report. Fees are based on appraiser's time billed at the rate of \$1,025.00 per day. **New Mexico gross receipts tax at the current rate of 8.3125% is not included in the fee quoted.** It is understood and agreed that the fee is not contingent upon and bears no relationship to the valuation to be reported.

5. Retainer: No retainer required.

6. Completion Date Estimate: Appraiser agrees to use his best efforts to complete this appraisal on or before March 9, 2017 the date being subject to weather conditions causing inspection to be impossible and assuming timely receipt of signed contract and retainer. Said completion date is an estimate and does not take into consideration pretrial or court time, or delays beyond the control of the appraiser, such as illness, lack of specific necessary data and/or acts of God. **If not signed and returned ner within 10 business days of the agreement date, this contract becomes null and void.**

7. Testimony and Litigation Fee: In the event the client (The Village of Taos Ski Valley) request Appraiser to testify at legal proceedings, client agrees to pay \$250 per hour for Appraiser's services in connection with time spent in preparation for litigation, including pretrial conferences with attorneys, preparation of exhibits for trial and related travel time to and from Appraiser's office and the place of pretrial meetings and \$300 per hour for testimony including depositions, hearings, court, or other legal proceedings. Client also agree to pay all reasonable expenses in connection therewith upon receipt of Appraiser's statement. Appraiser will provide itemization of expenses at client's request.

8. Collection: Clients and Appraiser agree that simple interest at the rate of 1 1/2 percent per month, 18 percent per year, will accrue on any balance for compensation or expense reimbursement due to Appraiser and remaining unpaid as of the date due. Clients also agrees to pay Appraiser's reasonable expenses incurred in collecting all amounts due and owing under the terms of this Agreement, including court costs and reasonable attorney's fees.

By \_\_\_\_\_  
John W. Whitney, MAI                      Date  
Whitney Appraisal Associates, Inc.

By \_\_\_\_\_  
The Village of Taos Ski Valley                      Date  
Represented by Mark Fratrack, Village Administrator

Village of Taos Ski Valley

Village Council Agenda Item

**AGENDA ITEM TITLE:** Consideration to Approve Resolution No. 2017-323 A Resolution to Authorize and Approve the Contract with Tyler Technologies Accounting Software

**DATE:** January 17, 2017

**PRESENTED BY:** Nancy Grabowski

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not recommended

**BACKGROUND INFORMATION:** The Village currently uses QuickBooks software for accounting, a program which was designed for small businesses, retail sales and personal use. Given QuickBooks' limitations, many of our bookkeeping, payroll and other processes are maintained manually and require inordinate time and effort to complete

The Village is a municipality, a state agency that is required to maintain different types of funds, and account for them as such. Staff has considered several accounting software packages and has found that Tyler Technologies will best meet the Village's needs. Staff has also determined that on-site software will meet our needs better than a hosted site because of intermittent internet service in the Ski Valley.

The initial investment in the software is \$54,600.00 with on-going license and maintenance fees of \$8,642.00.

**RECOMMENDATION:** Staff recommends approval of Resolution No. 2017-323 to approve the contract for Tyler Technologies accounting software.

**RESOLUTION NO. 2017-323**

**A RESOLUTION TO AUTHORIZE AND APPROVE THE CONTRACT FOR TYLER TECHNOLOGIES ACCOUNTING SOFTWARE PACKAGE WHICH WAS INCLUDED IN THE FY2017 BUDGET**

*Whereas*, the accounting software the Village is utilizing, QuickBooks, is meant to be used by small businesses and personally and is not a fund accounting program; and

*Whereas*, the finance and accounting needs of the Village are greater than the current accounting software is capable of and the needs continue to grow; and

*Whereas*, the approved budget for fiscal year 2017 included funding for the purpose of acquiring new accounting software; and

*Whereas*, the Village needs to protect themselves from unbudgeted, unauthorized and fraudulent expenses by updating their purchasing processes and complying with new State Audit rules, which the current accounting software is not capable of doing; and

*Whereas*, the Tyler Technologies accounting programs is designed by accountants specially for government fund accounting; and

*Whereas*, the Tyler Technologies accounting program is capable of tracking accrued absences more accurately and the ability to communicate these leave balances with employees; and

*Whereas*, the Tyler Technologies program will eliminate many of the manual processes in place currently, creating more timely and accurate information.

***NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY:***

The acceptance of the contract for the Tyler Technologies accounting software with an initial investment of \$54,600.00 and an ongoing annual expense of \$8,642.00.

PASSES APPROVED AND ADOPTED this 17th day of January, 2017.

GOVERNING BODY

By \_\_\_\_\_  
Neal King, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Ann M. Wooldridge, Village Clerk



Prepared for:

Nancy Grabowski  
The Village of Taos Ski Valley  
7 Firehouse Rd  
Taos Ski Valley, NM 87525  
(575) 776-8220  
ngrabowski@vtsv.org

Contract ID: 2016-0062  
Issue Date: 02/29/16  
Sales Rep: Alan Paul

#### Tyler Related Products and Services

Description	QTY	License Fees	Hours	Services	Investment	Annual
<b>Incode Financial Management Suite</b>						
Core Financials (GL, Budget Prep, Bank Recon, AP, Express, CellSense, Standard Forms Pkg)		\$12,995	84	\$8,400	\$21,395	\$3,249
Output Director, Positive Pay, Secure Signatures (qty 2)						
Purchasing		\$4,301	16	\$1,600	\$5,901	\$1,075
Project Accounting		\$3,542	12	\$1,200	\$4,742	\$885
<b>Incode Personnel Management Suite</b>						
Personnel Management (includes Position Budgeting)		\$5,995	60	\$8,000	\$13,995	\$1,499
Employee Self Service (ESS) (Employee Portal)			8	\$800	\$800	
ESS Time & Attendance (# of FTE Employees)	10		24	\$2,400	\$2,400	\$330
<b>Subtotal</b>		<b>\$26,833</b>	<b>224</b>	<b>\$22,400</b>	<b>\$49,233</b>	<b>\$7,038</b>

#### Conversion Services

Description	Fee	Hours	Services	Investment
Financial Applications	\$3,250	8	\$800	\$4,050
<b>Subtotal</b>	<b>\$3,250</b>	<b>8</b>	<b>\$800</b>	<b>\$4,050</b>

#### Professional Services

Description	Fee	Hours	Services	Investment
Project Management			\$4,000	\$4,000
<b>Subtotal</b>			<b>\$4,000</b>	<b>\$4,000</b>

#### Tyler Hosted Applications

Description	Services	Investment	Annual
Continuing Education			
Tyler U		\$704	\$704
<b>Subtotal</b>	<b>\$0</b>		<b>\$704</b>

#### Tyler Network Services/Hardware/Third Party

Description	Fee	Hours	Services	Investment	Annual
<b>Network Services</b>					
Basic Network Services					\$900
<b>Subtotal</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$900</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$26,833	\$6,708
Recurring Solution Fee		\$1,034
Total Tyler Network Services/HW/Third Party	\$0	\$900
Total Tyler Services	\$30,450	
Preferred Customer Software Discount	(\$2,683)	
<b>Summary Total</b>	<b>\$54,600</b>	<b>\$8,642</b>
Contract Total		\$63,242

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.





Prepared for:

Nancy Grabowski  
The Village of Taos Ski Valley

**Tyler Conversion Services (NOTE: See Conversion Summary Documentation or SOW for Details on Scope)**

Description	QTY	Fee	Hours	Services	Investment
<b>Financial Applications</b>		<b>\$3,250</b>		<b>\$800</b>	<b>\$4,050</b>
<b>General Ledger</b>		1,000			
- Chart of Accounts - Additional Fee for Historical Views					
Legacy/Historical Views	500		4	400	
<b>Accounts Payable</b>		1,250			
- Vendor Master Only - Additional Fee for Historical Views					
Legacy/Historical Views	500		4	400	
<b>Subtotal</b>					<b>\$4,050</b>



Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to approve Professional Services Contract  
Number VTSV-2017-07 between Text Interactions.com and the Village of Taos Ski Valley

**DATE:** January 13, 2017

**PRESENTED BY:** Councilor Bennett

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not recommended

**BACKGROUND INFORMATION:**

This contract has been drawn up between Text Interactions.com and the Village of Taos Ski Valley for a period of one year, ending December 31, 2017. Text Interactions.com has set up two Gateway Codes for Taos Ski Valley. One code is for residents and the other for visitors. A subscriber types in the code and receives a welcome text message notifying them that they are now subscribed and will now receive information via text messaging in the event of an emergency in the Village of Taos Ski Valley. Texting is immediate; no list to maintain. Maintenance is done automatically by subscribers opting in or out. To most people, cell phones are a vital accessory. This allows for constant and effective communication via text messaging in the event of a power outage, mud and rock slides, wildland fires, and other events deemed to be emergencies. The cost is \$264.00 for 12,000 messages per year, at \$.02 per message. This ability to reach all subscribing visitors and residents is invaluable especially in the event of a wildland fire. It will become an integral part of our Firewise Community efforts.

**RECOMMENDATION:** Staff recommends Approval of this Professional Service Contract Number VTSV-2017-07 for one year between Text Interactions.com and the Village of Taos Ski Valley.

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## VILLAGE OF TAOS SKI VALLEY PROFESSIONAL SERVICE CONTRACT

**Contract No. VTSV - 2017-07**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Text Interactions (hereinafter CONTRACTOR") on this 1st day of January, 2017.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide emergency text message services; and

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

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

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

1. Scope of Work. CONTRACTOR shall act as:

Provide 12,000 messages per year at a cost of \$.02 per message for a total cost of \$264.00 plus tax. If these messages are not enough for the year, Village will reevaluate the use of messaging prior to renewing said contract.

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

Text Interactions.com  
PO Box 422  
Red River, NM 87558  
888-808-6555

3. Term. This contract shall be effective from January 1, 2017, and terminate at 5:00 p.m. on December 31, 2017, unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall not be effective until approved by the VILLAGE Council and signed by the Mayor.
4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract, a sum of \$264.00 per year plus tax.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.



7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. Termination. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
10. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
11. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
12. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
13. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
14. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
15. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.

16. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
17. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.
18. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain malpractice insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
19. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
20. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
21. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
23. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.

27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S GRT/CRS NUMBER or

\_\_\_\_\_  
CONTRACTOR'S FED. TAX ID NO. or SSN

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
NEAL KING, MAYOR

**ATTEST:**

\_\_\_\_\_  
ANN MARIE WOOLDRIDGE, VILLAGE CLERK

**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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**AGENDA ITEM TITLE: Consideration to Authorize Village Staff to Draft and Mayor to Sign a Support Letter for "AN ACT RELATING TO TAXATION; REMOVING AN EXEMPTION FOR CERTAIN SHORT-TERM OCCUPANCY RENTALS FROM THE LODGERS' TAX."**

DATE: January 17, 2017

PRESENTED BY: Mark G. Fratrack, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

There is an effort by the New Mexico Hospitality Association (NMHA) to garner legislative support that would remove exemption (G) from 3-38-16 NMSA 1978, which is part of the statutes known as the Lodgers' Tax Act. The revenue generated by lodgers' tax is essential to local economies throughout the state because it allows local governments to promote tourism in their communities. Though the specific exemption that is referenced below has not been such an issue until recently, with the expanding popularity of private vacation rental web-sites like Airbnb and VRBO, the exemption has effectively created a tax loop-hole. Specifically, the exemption allows the owners of private single-family homes to avoid paying GRT and lodgers' tax on revenue from short-term rental of the properties to vacationers.

Jen Schroer, President/CEO, NMHA, indicated that "The NM Municipal League has passed a resolution supporting this effort. ... NM Bed and Breakfast Association is supporting this effort."

The portion of the act that will be stricken from the document:

"G. if the vendor does not offer at least three rooms within or attached to a taxable premises for lodging or at least three other premises for lodging or a combination of these within the taxing jurisdiction."

**RECOMMENDATION:**

Staff recommends that Council approve the authorization for staff to draft a support letter and the Mayor to sign said letter supporting the NMHA initiative to change Section 3-38-16 NMSA 1978, Lodgers' Tax.

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HOUSE BILL  
53RD LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2017  
INTRODUCED BY

DISCUSSION DRAFT

AN ACT  
RELATING TO TAXATION; REMOVING AN EXEMPTION FOR CERTAIN SHORT-  
TERM OCCUPANCY RENTALS FROM THE LODGERS' TAX.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 3-38-16 NMSA 1978 (being Laws 1969,  
Chapter 199, Section 4, as amended) is amended to read:

"3-38-16. EXEMPTIONS.--The occupancy tax shall not apply:

A. if a vendee:

(1) has been a permanent resident of the  
taxable premises for a period of at least thirty consecutive  
days; or

(2) enters into or has entered into a written  
agreement for lodgings at the taxable premises for a period of  
at least thirty consecutive days;

B. if the rent paid by a vendee is less than two

.205468.1

underscored material = new  
[bracketed material] = delete

1 dollars (\$2.00) a day;

2 C. to lodging accommodations at institutions of the  
3 federal government, the state or any political subdivision  
4 thereof;

5 D. to lodging accommodations at religious,  
6 charitable, educational or philanthropic institutions,  
7 including accommodations at summer camps operated by such  
8 institutions;

9 E. to clinics, hospitals or other medical  
10 facilities; or

11 F. to privately owned and operated convalescent  
12 homes or homes for the aged, infirm, indigent or chronically  
13 ill [~~or~~

14 ~~G. if the vendor does not offer at least three~~  
15 ~~rooms within or attached to a taxable premises for lodging or~~  
16 ~~at least three other premises for lodging or a combination of~~  
17 ~~these within the taxing jurisdiction]."~~

18 SECTION 2. EFFECTIVE DATE.--The effective date of the  
19 provisions of this act is July 1, 2017.

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