

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE: Consideration to Approve Proceeding with the 250,000 Gallon Buried Kachina Water Tank Project at the Original Location**

DATE: November 14, 2017

PRESENTED BY: Mark G. Fratrack, Village Administrator

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

At the August 2017 Council meeting, Council approved a Draft MOU between the Village of Taos Ski Valley (VTSV) and Taos Ski Valley, Inc. (TSVI). The MOU was drafted by TSVI, and the essence of the MOU was that TSVI would have until November 30, 2017 to research and present additional information and/or documentation that would warrant the Village relocating the Kachina Water Tank to an alternate location. TSVI had proposed to also meet certain conditions within the MOU. The Village Council was to vote on the location the water tank would finally be placed after they heard back from TSVI.

At a meeting between the Village Counsel, the Village Administrator, and TSVI representatives on November 8, 2017, TSVI indicated that they would be withdrawing the MOU for consideration and would not be coming back to the Village Council to present their support for the water tank relocation. They indicated that they would like to see the Village succeed in the construction of a Kachina Water Tank on the Tract A site. They also verified that the 2011 Special Warranty Deed three-year revisionary clause extension was already recorded and in place, allowing the Village additional time to construct the tank. Directly after the meeting, TSVI followed up with a letter to the Mayor and Council that confirmed the withdrawal of the MOU and the other items previously indicated.

Because of the MOU withdrawal, the Village staff sees no reason to wait until after November 30<sup>th</sup> for a vote and direction to staff on which location to locate the tank.

**RECOMMENDATION:** Approval to move forward with the 250,000 gallon buried Kachina Water Tank project at the original location.

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2018-342 Approving the Budget Adjustment Request (BAR) for submission to the Department of Finance for investment bank charges for the Clean Water State Revolving Fund Reserve**

DATE: November 14, 2017

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village submitted its Fiscal Year 2017-18 budget in July 2017. The Village has the required reserve funds for the original 2006 CWSRF loan invested in one year Certificates of Deposits (CDs) which come due every September. As there is actually no other activity aside from some minor interest revenue, the CWSRF fund 62 has not been included in the annual budget review and is not included in the Council budget worksheet. Last year and also this year, the minor expense was omitted from the budget. This BAR is to include that expense and revise the 2017-18 Fiscal Year budget.

RECOMMENDATION: Staff recommends approval of **Resolution No. 2018-342** Approving the Budget Adjustment Request (BAR) for submission to the Department of Finance for investment bank charges for the Clean Water State Revolving Fund Reserve

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2018-342**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO COVER THE BANK CHARGE EXPENSE FOR THE CLEAN WATER STATE REVOLVING FUND RESERVE, (CWSRF) VILLAGE FUND NO. 62**

**WHEREAS**, hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on November 14, 2017 proposes to make an adjustment to the Fiscal 2017-18 budget in fund 62 CWSRF as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>
62-CWSRF Reserve	6315 Bank Charge Expense	\$10.00

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on November 14, 2017, it considered adjustments to its budget for the Fiscal Year 2017-2018; and

**WHEREAS**, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the official meetings for the review of said documents were duly advertised and posted in compliance with the State of New Mexico Open Meetings Act; and

**WHEREAS**, it is the majority opinion of this Council that the proposed budget adjustment meets the requirements as currently determined for Fiscal Year 2017-2018.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves, authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2017-2018 be amended accordingly.

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

THE VILLAGE OF TAOS SKI VALLEY

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

(Seal)

ATTEST:

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

VOTE: For \_\_\_\_\_ Against \_\_\_\_\_

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2018-343 Approving the Budget Adjustment Request (BAR) for Submission to the Department of Finance for Adjustments to the FY2018 Beginning Balances**

DATE: November 14, 2017

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village submitted its Fiscal Year 2017-18 budget in July 2017. When entering the budget for FY2018 into the QuickBooks software it was noticed that there was an error made between the 4<sup>th</sup> quarter ending balances and the beginning balances for FY2018 in the General Fund. The Department of Finance & Administration determined that to correct the beginning balances, a Budget Adjustment Request would be needed. The net result in the General Fund (03) is a higher ending fund balance totaling \$67,880.00

The corrections were to debt service expenses, which were actually expensed twice \$67,570, a small change to the Law Enforcement fund (04) for a \$15 expense, and the interest revenue from NMFA for \$295.

RECOMMENDATION: Staff recommends approval of **Resolution No. 2018-343** Approving the Budget Adjustment Request (BAR) for Submission to the Department of Finance for Adjustments to the FY2018 Beginning Balances

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2018-343**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO ADJUST THE BEGINNING FUND BALANCE IN THE GENERAL FUND (03) and LAW ENFORCEMENT FUND (04).**

**WHEREAS**, hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on November 14, 2017 proposes to make an adjustment to the Fiscal Year 2017-18 budget as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>
03-General Fund	Beginning Balance (debt Service)	\$67,570.00
03-General Fund	Beginning Balance (NMFA Interest)	\$ 295.45
04-Law Enforcement	Beginning Balance	\$ 15.00

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on November 14, 2017, it considered adjustments to its budget for the Fiscal Year 2017-2018; and

**WHEREAS**, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the official meetings for the review of said documents were duly advertised and posted in compliance with the State of New Mexico Open Meetings Act; and

**WHEREAS**, it is the majority opinion of this Council that the proposed budget adjustments meet the requirements as currently determined for Fiscal Year 2017-2018.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Governing Body of the Village of Taos Ski Valley, State of New Mexico, hereby approves, authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2017-2018 be amended accordingly.

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

THE VILLAGE OF TAOS SKI VALLEY

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

(Seal)

ATTEST:

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

VOTE: For \_\_\_\_\_ Against \_\_\_\_\_

## VILLAGE OF TAOS SKI VALLEY

### Village Council Agenda Item

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AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2018-344 Pertaining to the Depository of Village Funds**

DATE: November 14, 2017

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Yes

BACKGROUND INFORMATION: At present the Village has Resolution No. 15-282 in effect that pertains to the Depository of Village Funds. Staff is in the process of preparing to open several new bank accounts for the segregation of the reserve funds for the Waste Water Treatment Plant and has been advised by Peoples Bank that their entity would need to be specifically listed in the Village Resolution. This amended resolution includes many specific banking institutions within Taos County and Rio Arriba County, should there not be enough banking institutions available to meet the Village's needs while guaranteeing funds are FDIC insured. This Resolution also includes the interim lending institution for the Waste Water Treatment Plant, The Independent Bankers Bank (TIB) of San Antonio, TX. Staff considers that by updating this Resolution it will allow the Village to open these new accounts while planning to meet FDIC guidelines of "each depositor insured to at least \$250,000 per insured bank".

RECOMMENDATION: Staff recommends approval of Resolution No. 2018-344 Pertaining to the Depository of Village Funds.

**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2018-344**

**PERTAINING TO THE  
DEPOSITORY OF VILLAGE FUNDS**

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**A RESOLUTION CONCERNING THE DEPOSITORY OF VILLAGE FUNDS**

**WHEREAS**, Section 6-10-36 NMSA 1978, Public money deposits of certain governmental units; distribution; interest provides for the deposits of funds of a governmental unit;

**NOW, THEREFORE BE IT RESOLVED** by the governing body of the Village of Taos Ski Valley, New Mexico (hereinafter referred to as the Village) that:

1. Deposits of the Village may be made into interest-bearing savings or noninterest-bearing checking accounts in one or more savings and loans associations, banks or credit unions, within Taos County, to the extent that they are insured by an agency of the United States. Any signatory listed below is hereby authorized to open or cause to be opened an account or accounts, to endorse or cause to be endorsed, in the name of the Village and to cash, to negotiate or to deposit or cause to be deposited in such account or accounts, any money, checks, drafts, orders, notes and other instruments for the payment of money, and to make any other agreements deemed advisable in regard thereto. The following banking institutions are available to the Village for new depository accounts and are approved financial institutions:
  - a. New Mexico State Treasurer's Office
  - b. Centinel Bank of Taos
  - c. Peoples Bank of Taos
  - d. US Bank
  - e. Nusenda Credit Union
  - f. The Independent Banker's Bank (TIB) San Antonio, TX

Should the Village exhaust local Taos County options, Wells Fargo, Century Bank and Bank of America have locations in Espanola and may be also be considered as approved financial institutions. Additionally is hereby approved for the interim financing of the

2. Checks, drafts or other withdrawal orders issued against the funds of the Village on deposit may be signed by the Mayor, members of the Village Council, Village Administrator, Village Clerk, Deputy Village Clerk and/or Operations Manager/Director of Public Works. Checks, drafts or other withdrawal orders over \$1,000.00 will require two authorized signatures. Checks, drafts or other withdrawal orders \$1,000.00 or less will require only one authorized signature. Depositors are hereby fully authorized to pay and charge to the account of the Village any checks, drafts or other

withdrawal orders, so signed, including those payable to the individual order of the person signing the same and including also checks or other withdrawal orders payable to the Bank or to any other person or corporation, which are applied in payment of any indebtedness owing to the Bank from the person or persons who signed such checks or other withdrawal orders.

3. Any of the persons above named be and they hereby are authorized and empowered to make any and all other contracts, agreements, stipulations and orders which they may deem advisable, from time to time, with the Bank in respect to transactions between the Village and the Bank in regard to funds deposited in the Bank and other business transacted by and between the Village and the Bank.
4. This Resolution supersedes Resolution No. 15-282.

**PASSED, ADOPTED AND APPROVED** this 14<sup>th</sup> day of November, 2017.

**THE VILLAGE OF TAOS SKI VALLEY**

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Neal King, Mayor

I, Ann M. Wooldridge, do hereby certify that I am the Clerk of the Village of Taos Ski Valley, a municipal corporation formed under the laws of the State of New Mexico, and that the above is a true, complete and correct copy of **Resolution No. 18-344** adopted at a meeting of the Village Council of the Village, duly and properly called and held on the 14<sup>th</sup> day of November 2017; that a quorum was present at said meeting; that said Resolution is set forth in the minutes of said meeting and have not been rescinded or modified.

I further certify that the Village Council of the Village has, and at the time of adoption of said Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the powers therein granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of the Village this 14<sup>th</sup> day of November, 2017.

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Ann M. Wooldridge, Clerk

Vote: For    Against



Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2018-345 Approving the Addition of a New Fund No. 63 for the Waste Water Treatment Plant (WWTP) Reserves**

DATE: November 14, 2017

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village submitted its Fiscal Year 2017-18 budget in July 2017. At that time, staff knew that there would be reserve requirements for the interim financing and the USDA financing for the WWTP, but did not fully know what they would be. The interim financing should be closing in December, so it now time to set up these reserve accounts. These monies must not be co-mingled with other monies or funds, so it was determined that the best way to keep them trackable was to create a new WWTP Financing Reserve Fund No. 63 to keep funds from co-mingling.

RECOMMENDATION: Staff recommends approval of **Resolution No. 2018-345** Approving the Addition of a New Fund No. 63 for the Waste Water Treatment Plant (WWTP) Reserves

**STATE OF NEW MEXICO  
Village OF Taos Ski Valley  
RESOLUTION NO. 2018-345**

**A RESOLUTION TO APPROVE THE ADDITION OF FUND NO. 63 FOR THE  
REQUIRED RESERVE FUNDS FOR THE WASTE WATER TREATMENT PLANT  
FINANCING**

**WHEREAS,** the Governing Board in and for the Village of Taos Ski Valley, State of New Mexico has developed a budget for fiscal year 2017 – 2018; and

**WHEREAS,** the interim financing and USDA financing for the Waste Water Treatment Plant will require monies be separate from other Village monies, easily trackable and reportable to the lending entities

**WHEREAS,** the original budget did not accommodate for these fund reserves, and

**WHEREAS,** the Village staff has determined that the best solution is to create a new fund no. 63 Waste Water Treatment Plant (WWTP) Required Reserve fund.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves the addition the new fund no. 63 to accommodate the reserve requirements for the WWTP financing.

**Resolved:** In this regular meeting of the Village of Taos Ski Valley council this 14th day of November 2017.

**Village of Taos Ski Valley Governing Body**

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

**ATTEST:**

\_\_\_\_\_  
Ann Wooldridge, Village Clerk

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to Approve Professional Services Contract Number VTSV-2018-08 between Sherman & Howard, LLC and the Village of Taos Ski Valley

**DATE:** November 14, 2017

**PRESENTED BY:** Nancy Grabowski, Finance Director

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:**

Financing for the Waste Water Treatment Plant project has been tentatively secured through the USDA, however they will only finance a project once it is completed. Therefore the Village is currently working to secure interim financing for this project. Because of the complexity of the project financing, our financial advisor, Brad Angst of GK Baum, advised that the Village secure bond counsel to assist in a smooth transaction to finalize the interim funding. Staff has secured Sherman & Howard LLC from Denver, Colorado to accomplish this undertaking. This firm has the expertise the Village needs to complete this transaction so that the project will not be delayed and all costs for the project will be covered. Total contract expense is not to exceed \$30,000.

**RECOMMENDATION:** Staff requests approval of Professional Services Contract Number VTSV-2018-08 between Sherman & Howard, LLC and the Village of Taos Ski Valley



**Contract:**  
**Sherman & Howard, LLC**  
  
**Contract # VTSV-2018-XX**

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**PROFESSIONAL SERVICES CONTRACT**  
**For LEGAL SERVICES**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and, Sherman & Howard, LLC (hereinafter "CONTRACTOR") on this \_\_\_\_ day of November 2017.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide legal services for the VILLAGE; 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 provide legal services to the Village as Special Bond Counsel for the VILLAGE, representing and advising the VILLAGE, its elected officials and staff in their official capacities:

a. coordinate legal representation for interim financing and permanent financing ("USDA Bonds") through the United States Department of Agriculture (the "USDA") loan process and the issuance by the VILLAGE of its Joint Sewer and Water System Draw Down Revenue Bond (Interim Bank Bond) and its Gross Receipts Tax Revenue Bond (the "Bank Bonds");

b. Advise on matters relating to the Village of Taos Ski Valley Tax Increment Development District (the "TIDD"), including the implementation of the Master Development Agreement among the VILLAGE, the TIDD and Taos Ski Valley, Inc. (the "Developer"); and

c. Provide such additional services as the VILLAGE may from time to time request and CONTRACTOR from time to time agrees to undertake.

Said services shall be in accord with, and meet professional standards.

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

Sherman & Howard LLC (303)-297-2900

500 Marquette Avenue, Suite 1203

Albuquerque, NM 87102

Attn: Jill K. Sweeney

(505)-980-5042

jsweeney@shermanhoward.com

633 17<sup>th</sup> Street, Suite 3000

Denver, CO 80202

3. Term. This contract shall be effective from November 14, 2017 and shall continue for a period of one (1) year, 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. Subject to the provisions of Sections 7 and 9 below, the VILLAGE administration may, without further approval by the Council, extend this contract for up to three (3) additional one-year periods as may be appropriate to permit CONTRACTOR to conclude the matters described herein. Village 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:

- For services rendered in connection with the issuance of the Bank Bonds, a fixed fee of \$25,000 at the time of closing and funding of the interim bank financing (anticipated to occur in December 2017) and for services rendered in connection with the issuance of the USDA Bonds (assuming that the USDA Bonds are structured in a manner which is substantially the same as the Bank Bonds), an additional fixed fee of \$10,000 (or if less, the fee which would be due based on an hourly billing basis at then-current hourly rates) in connection with the permanent financing and takeout of the interim bank financing by USDA (anticipated to occur within approximately 24 months of the closing of the interim bank financing), plus New Mexico gross receipt tax and reimbursable expenses as described below. Requested services relating to the matters described in Sections 1(a) above, but which are outside of the customary role of an issuer's bond counsel (e.g., advice in connection with construction contracting, permitting, real estate, environmental matters, compliance matters, satisfaction of requirements of the USDA Letter of Conditions, etc.), shall be billed at a discounted government rate as described below. CONTRACTOR shall consult with VILLAGE prior to commencing work on such related matters.
- For services rendered in connection with Sections 1(b) and 1(c) above, a discounted government rate of \$300 per hour, plus New Mexico gross receipts tax and reimbursable expenses; provided, however, that for services rendered in connection with TIDD matters and paid by the Developer, regular hourly rates plus New Mexico gross receipts tax and reimbursable expenses shall apply.
- Hourly billing shall be in 15 minute increments.
- Other Reimbursable expenses: copies, long distance telephone charges, mailing charges, subpoena costs, court filing fees, service of process fees, photos, travel, private investigators, depositions, exhibits, expert witness expenses, title research, and similar costs.

6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract and satisfaction of all other obligations of VILLAGE to CONTRACTOR, if any, CONTRACTOR releases the VILLAGE from all liabilities, claims, and/or obligations whatsoever arising from, or under, this contract except to the extent caused by the gross negligence or willful misconduct of VILLAGE.

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) in accordance with Section 25 below.

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, in accordance with applicable ethical rules. 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 term, 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 their 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. Subject to applicable ethical rules governing confidentiality of client information to the extent applicable, the foregoing (or the similar provisions in Section 14 below) shall not prohibit CONTRACTOR from disclosing public information or from utilizing forms of legal documents used or generated in the course of performing services for VILLAGE in the context of providing legal services for other clients of CONTRACTOR.

12. Status of Contractor. CONTRACTOR acknowledges that he is an independent contractor and as such neither they nor their 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 non-public information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential in accordance with applicable laws and ethical standards and shall not, except as otherwise permitted herein, 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 they nor their employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.

16. Taxes. CONTRACTOR acknowledges that they and they 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 them under this contract, and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that they, and they 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. [Intentionally Deleted].

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 they presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with their performance of services under this contract. VILLAGE acknowledges that CONTRACTOR may from time to time represent parties (including banks and financial advisors) that may from time to time be adverse to VILLAGE on matters unrelated to the Project, and waives any conflict of interest relating to such unrelated matters.

21. Non-Discrimination. CONTRACTOR agrees that they, their employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

22. Ethical Considerations. CONTRACTOR shall abide by Contractor's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by their profession. Failure of any owner, partner, or major employee employed by CONTRACTOR to remain in good standing shall immediately render this contract voidable at the sole discretion of the VILLAGE, and, if declared voidable, all obligations of the VILLAGE to perform hereunder shall be nullified.

23. Required Liability Insurance. CONTRACTOR shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended).

24. 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 fees and direct and indirect damages, incurred in the enforcement of this contract.

25. 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.

Village of Taos Ski Valley

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

\_\_\_\_\_  
SHERMAN & HOWARD LLC

ATTEST:

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

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

\_\_\_\_\_  
ANN M. WOOLDRIDGE, VILLAGE CLERK



## LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) made as of November \_\_, 2017, between VILLAGE OF TAOS SKI VALLEY (the “Village”) and Sherman & Howard LLC (“Attorneys”):

WHEREAS Attorneys have been or may be engaged to perform certain legal services in connection with the financing of a proposed wastewater treatment plant upgrade (the “Project”) located in Village of Taos Ski Valley, New Mexico; and

WHEREAS all or a portion of the permanent financing for the project is expected to be provided to the Village through the United States of America, U.S. Department of Agriculture Rural Development (“USDA”); and

WHEREAS USDA has requested that the Village and the Attorneys execute and deliver this Agreement;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereby, it is hereby agreed:

### SECTION A – LEGAL SERVICES

That Attorneys will, to the extent applicable, and to the extent requested by the Village and agreed to by Attorneys and subject to the terms and conditions of the Contract (defined below), perform the following legal services as are necessary to accomplish the above-recited objectives:

1. Furnish advice and assistance to the Board of Directors of the Village in connection with (a) the preparation and enactment of such resolutions as may be necessary in connection with the financing of the Project; (b) the preparation and completion of such promissory notes, bonds or other obligations as may be necessary for the interim financing of the Project (“Obligations”); (c) the completion and execution of documents for obtaining a loan made or insured or a grant made by the USDA; and (d) such other corporate action as may be necessary in connection with the financing of the Project.
2. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
3. Cooperate with the engineer or other design professionals employed by the Village in connection with preparation of easements and other necessary title documents.
4. Review and approve on behalf of the Village of those documents pertaining to the issuance of the Obligations.

5. Prepare opinions of counsel relating to the Obligations as required by the Village or the USDA.

Other legal services may be provided by the Attorneys or by other separate counsel to the Village, pursuant to separate arrangements.

#### SECTION B – COMPENSATION

1. The Village will pay to the Attorneys for professional services rendered in accordance herewith, on the basis of hourly rates (or, if applicable, an agreed upon fixed fee) in accordance with the Attorneys' contract with the Village (the "Contract"), a copy of which is attached hereto, plus expenses. Current hourly rates of the Attorneys expected to provide services with respect to the Project range from \$315 to \$495 per hour; although as referenced in the Contract the services of the Attorneys in connection with the Project described therein are expected to be provided on a fixed fee basis. These rates are subject to change from time to time in accordance with the Standard Terms.

#### SECTION C – OTHER PROVISIONS

1. The Village shall, by appropriate resolution, adopt and ratify this Agreement.
2. This Agreement may be executed in separate counterparts which, taken together, shall constitute one original of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers, all as of the date first written above.

SHERMAN & HOWARD LLC

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

\_\_\_\_\_  
Phone No. 303.297.2900  
Address: 633 Seventeenth Street  
Suite 3000  
Denver, Colorado 80202

VILLAGE OF TAOS SKI VALLEY

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

USDA RURAL DEVELOPMENT

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to Approve a Memorandum of Agreement (MOA) between the Village of Taos Ski Valley and the North Central Regional Transit District (RTD) to provide a Bus Route to Taos Ski Valley for the 2017-2018 Ski Season

**DATE:** November 14, 2017

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

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Yes

**BACKGROUND INFORMATION:**

This MOA is for an agreement between the Village of Taos Ski Valley and the RTD for the purpose of providing transportation service for the 2017-2018 Ski Season. Service will run from December 15, 2017 and go through March 25, 2018.

The RTD is requesting \$46,340 for the service dates above; this is a 5% increase from last year. The Town of Taos has committed to \$12,600.00, so the amount the Village is required to contribute would be \$34,340. The Lodger's Tax Advisory Board voted to approve this amount at their November 1, 2017 meeting, from Lodgers' Tax Fund 15. As with last year, there will be five roundtrips a day on weekdays and seven roundtrips a day on weekends.

The RTD also receives funding in the amount of a 1/8th (or.125) % GRT from the Village of Taos Ski Valley for services.

**RECOMMENDATION:** Approval of the MOA between the Village of Taos Ski Valley and the RTD to provide transportation during the 2017-2018 ski season.



MEMORANDUM OF AGREEMENT  
BETWEEN THE VILLAGE OF TAOS SKI VALLEY  
AND THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT  
TO PROVIDE A BUS ROUTE TO TAOS SKI VALLEY

This Memorandum of Agreement (the “Agreement”) is entered into as of this 3rd day of November 2017, by and between the NCRTD (“District”), a Regional Transit District organized and existing under the Laws of the State of New Mexico and specifically the Regional Transit District Act, NMSA 1978, Sections 73-25-1 et seq., and the Village of Taos Ski Valley (“Village”), a duly organized and incorporated municipality in the State of New Mexico, (each being a “Party” and collectively, the “Parties”) for the purpose of operating a bus route to the Village.

WHEREAS, the Village has historically contracted with the Taos Chile Line for the provision of some public transportation services; and

WHEREAS, in 2015 the District acquired and now owns and operates the Taos Chile Line as the NCRTD Taos Chile Line; and

WHEREAS, the Parties wish to provide bus service between the Village of Taos and the Village of Taos Ski Valley for the purpose of employment and to encourage tourism; and

WHEREAS, the Parties enter into this Agreement to provide bus service to the Village of Taos Ski Valley.

NOW, THEREFORE IT IS AGREED between the parties as follows:

1. Services Provided by the NCRTD. The District will provide bus service consistent with the transit schedule of the District as outlined on Attachment “A”, attached hereto and incorporated by reference herein. The services provided under this Agreement shall conform to the standards for service, policies and procedures of the District for general NCRTD transit services. The Parties acknowledge that the services as outlined on Attachment “A” may be altered, substituted, or reduced in the future if the NCRTD determines that changes are warranted based upon ridership and the needs of the Parties. The Parties agree that any alteration, substitution, or reduction of any or all of the services will not be grounds for the termination or alteration of the Parties’ obligations pursuant to this Agreement provided that the District continues to provide public transportation service to and from the Village equivalent to the service described in

Attachment "A". Nothing herein shall be deemed to limit the ability of the Parties to the Agreement from agreeing to additional services during the term of this Agreement.

2. Fares. The District will not charge fares for this route.

3. Term of Service. The District shall provide District buses, personnel and related services as necessary to provide the service as depicted in Attachment "A" for a term of three (3) months and ten (10) days; the District shall provide transit service from December 15, 2017 through March 25, 2018.

4. Sum Paid to the District. The Village agrees to pay the sum of \$46,340.00 to the District, as full payment of the cost of service on or before December 16, 2017. The check shall be made payable to the North Central Regional Transit District, Attention Finance Department at 1327 N. Riverside Drive, Española, NM 87532. This sum may be modified by subsequent agreement of the parties in the event that the Village seeks and obtains additional services from the District during the term of this Agreement.

5. Liability. As between the Parties, each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each Party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 through 41-4-27. The Parties agree that this document is not intended, by any provisions or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any of the provisions of this Agreement.

6. Appropriations and Authorizations. This Agreement is contingent upon there being sufficient appropriations available and proper authorization from the respective governing bodies of the Parties. Each Party shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.

7. Termination. This Agreement may be terminated at will, by either Party, with or without cause. Termination shall be by written notice to the other party by U.S. mail or by e-mail so long as there is confirmation of receipt. Notice of termination by either party shall be effective upon the date of receipt. However, neither party may nullify obligations to deliver services or to make payment for services prior to the date of termination. If notified of termination, the District shall cease performing services upon the effective date of termination. If the Village terminates this contract prior to a payment date the village shall remain liable for payment of a pro-rated portion of the contract amount. If the District terminates this contract it shall refund a prorated portion of the contract sum based upon days of service delivered compared to the pro-rated amount paid prior to the date of termination. In no event shall termination nullify obligations of either party prior to the effective date of termination.

8. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.

9. Scope of Agreement. This Agreement 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.

10. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

11. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the resolutions, rules and regulations of the District. Any legal proceeding brought against the District, arising out of this contract, shall be brought before the First Judicial District Court, Santa Fe County, State of New Mexico.

12. Illegal Acts. Pursuant to NMSA 1978, § 13-1-191, it shall be unlawful for either party 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 the Agreement as of the date first written above.

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

\_\_\_\_\_  
**Daniel Barrone, Chair**

\_\_\_\_\_  
**Date signed**

\_\_\_\_\_  
**Neal King, Mayor**

\_\_\_\_\_  
**Date Signed**

Attest: \_\_\_\_\_  
**Ann M. Wooldridge, Village Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Peter Dwyer, District Counsel**

**Date signed:** \_\_\_\_\_

**Village Attorney:**

\_\_\_\_\_  
**Date signed:**

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE: Consideration to Approve a Memorandum of Understanding and Agreement (MOU&A) between the Village of Taos Ski Valley (VTSV) and the Twining Associates LLC (Twining) for a Lease of Property for Installation of the Village's Police Headquarters**

**DATE:** November 14, 2017

**PRESENTED BY:** Mark G. Fratrack, Village Administrator / Andrew Bilardello, Police Chief

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** No

**BACKGROUND INFORMATION:**

This MOU&A is for an agreement between VTSV and Twining for property next to the Village Firehouse. This would allow the Village to purchase a new building for the Public Safety Headquarters on place it on this land.

Chief Bilardello and the Village Administrator worked with Mickey Blake (Twining LLC) on a property lease to accommodate a large enough structure that would fit the needs of the entire Public Safety Department. At present, the space where the Police Officers work is cramped, does not have room to temporarily secure individuals or suspects, does not allow for proper access, and is considered dilapidated on the inside. A planned new larger structure would accommodate all the Public Safety Department's administrative, operations, and storage needs.

The Memorandum has been reviewed and approved of by Village Counsel.

From the MOU&A:

"1. Term of the Lease. The term of this lease shall commence on August 1, 2017 to July 31, 2022, with an extension of five years from August 1, 2022 to July 31, 2027. At the end of each five year period, it will be mutually agreed upon to adjust the amount based on the CPI."

"2. The monthly lease amount will be \$200.00. The Village shall make semi-annual payments to Twining in the amount of Twelve Hundred Dollars (\$1200.00). Payments shall be delivered to Twining at its address above no later than the 20th day of the month in August and February."

**RECOMMENDATION:** Approval of the MOU&A between the VTSV and Twining for lease of property for the Public Safety Building.



Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Discussion and Presentation by NMED on Source Water Protection (SWP) Plan (Informational item only)

**DATE:** November 14, 2017

**PRESENTED BY:** Mark G. Fratrack, Village Administrator/Jill Turner, NMED SWP Prgm Mgr

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** No

**BACKGROUND INFORMATION:**

Everyone agrees that our source water, to include the Phoenix Springs and infiltration gallery in the Kachina Area, is one of the most important, if not the most important, asset for Taos Ski Valley. Everybody that visits Taos Ski Valley can enjoy this precious resource. In testing our source water, Glorieta Geoscience stated that it was the cleanest water that they had every tested; it was also noted that water coming into our system is approximately five years old. In the past, the Village put together a draft informational document that could be used for the SWP Plan, but it was never formalized and was never presented to Council for formal approval.

As part of this process, a SWP Plan team will be formed to evaluate the Village's source water. New Mexico Rural Water Association has agreed to spearhead this team and work with the Village on developing a SWP Plan.

**RECOMMENDATION:** No action required.

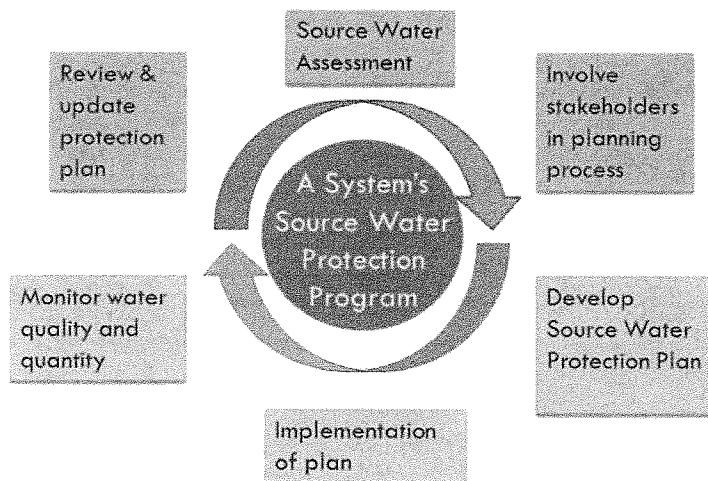


## Source Water Protection Plans – Overview

NMED encourages water systems to go beyond a basic Source Water Assessment by developing and implementing a Source Water Protection Plan.

These plans are voluntary but highly encouraged because it benefits a public water system by providing management and implementation strategies to ensure the active security and sustainability of a drinking water supply. Having an active Source Water Protection Plan in place can earn a system additional points in the Drinking Water State Revolving Loan Fund project ranking.

## Source Water Protection Planning Process



### 5 Steps for Source Water Plan Development:

1. Form a source water protection team
2. Map protection areas
3. Compile data & identify source water issues
4. Decide on actions needed
5. Implement and follow up

The NMED Source Water Protection Team can assist with some or all steps for development of a Source Water Protection Plan (SWPP) and Program for no cost to water systems. All we require is good faith participation and planning efforts from the system.

This is the water system's plan and we want it to fit the needs of the system, so it can be developed in a variety of formats. The process and steps outlined above are what guide our assistance and what we recommend.

### **Source Water Protection Plan Components**

The intent of a SWPP is to incorporate information about the water system, the source water, and steps that can be taken for protection. In general plans include an updated Source Water Assessment, within the context of short and long term planning.

## Source Water Plan – Suggested Contents

	Sections	Description
i	<b>Cover Page</b>	
ii	<b>Executive Summary</b>	A one page summary of the plan. This can also be turned into an information and outreach tool as an individual document.
1	<b>Introduction</b> <ul style="list-style-type: none"> <li>Purpose of SWPP, background, &amp; goals</li> </ul>	Description of SWP program description and of the system and community it serves. Can also include relevant historical information.
2	<b>Plan Development Process:</b> <ul style="list-style-type: none"> <li>Source Water Protection Team</li> <li>Public Participation (public comments in Appendix)</li> </ul>	Discuss process of developing plan, who's involved and how; steps and ongoing nature of the plan; includes public participation process and an appendix for reviewer / public comments.
3	<b>Regional Hydrogeology</b> <ul style="list-style-type: none"> <li>Water Sources &amp; Water Quality</li> </ul>	Detailed information on: the geology of the area and its influence on water resources; quality of the source water.
4	<b>Water Supply:</b> <ul style="list-style-type: none"> <li>Historical supply, change, impacts</li> <li>Future water supply and sources</li> </ul>	Information on source water availability – past, present, future.
5	<b>Water System Information</b>	Description of the water system operation and facilities.
6	<b>Source Water Protection Area – defined and mapped</b>	Based on NMED guidelines for how to define the areas of protection around wells and surface waters.
7	<b>Source Water Assessment &amp; Potential Sources of Contamination (PSOC)</b>	An update to the last assessment done for the system; includes an inventory of known current and potential contamination sources and susceptibility analysis.
8	<b>Monitoring the Source Water Protection Area</b> <ul style="list-style-type: none"> <li>Current source water monitoring plan</li> <li>Current PSOC monitoring &amp; control plan</li> </ul>	Description of current sampling and other monitoring activities on all water sources.
9	<b>Managing the Source Water Protection Area</b> <ul style="list-style-type: none"> <li>Recommendations for further planning and protection actions</li> <li>Regulatory and non-regulatory approaches</li> <li>Water conservation and sustainability</li> <li>Communication, education, outreach</li> </ul>	Discussion of how system will work with stakeholders and communities within SWP Area to protect source water. Description of improvements &/or additional measures that can be taken.
10	<b>Emergency and Contingency Planning</b>	Brief overview of and link to emergency plan.
11	<b>Conclusions</b>	Summary of key information presented in sections 3-9 and recommendations based on Source Water Assessment and other information.
12	<b>Action Items</b>	Based on conclusions and system needs - projects to be continued or started, priorities, timeframes.

Source Water Protection Program webpage: [www.env.nm.gov/drinking\\_water/source-water-protection/](http://www.env.nm.gov/drinking_water/source-water-protection/)

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE: Discussion and Consideration to Approve a Variance(s) to Ordinance No. 2011-49, the Solid Waste Ordinance**

**DATE:** November 14, 2017

**PRESENTED BY:** Kathy Bennett, Councilor/Public Safety Committee Chair

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** No

**BACKGROUND INFORMATION:**

The Public Safety Committee met on November 6, 2017. At this meeting the committee discussed the possibility of granting, or authorizing a variance to Ordinance 2011-49, Section 4, Storage and Disposal. Various entities have requested a variance to Ordinance 2011-49, which states:

“A. It is unlawful for any Responsible Tenant to store Mixed Municipal Solid Waste on the premises for more than one week. All such storage shall be in plastic bags and kept in sealed, bear proof containers. The containers shall be maintained in a clean and sanitary condition...”

“B. It is unlawful for any person to store putrescible Waste on Commercial or Industrial Establishment premises for more than 72 hours, or any waste of any type for more than one week, unless written approval is received from the Village authorizing a longer storage period. Such storage shall be in containers with close fitting, sealed, bear proof covers and enclosed in plastic bags.”

Representatives from Taos Ski Valley, Inc. attended the November 6, 2017 meeting to discuss their proposed operational and storage procedures, and request a possible “seasonal”, or ski season, variance to having to use bear proof containers.

**RECOMMENDATION:**

Recommend approval based on entities meeting minimum guidelines for solid waste storage and disposal set by Public Safety Committee and/or Council.

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: **Discussion and Consideration to Approve Out-of- State Travel by Fire Department members to Salina, Kansas to research Fire Department apparatus**

DATE: November 14, 2017

PRESENTED BY: Mitch Daniels, Fire Chief

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: There is an opportunity to purchase fire equipment that is available in Kansas. The Fire Department has arranged a tour of the facility to access the available equipment for possible purchase for Fire Department use. There will be 3 to 4 people traveling for a three-day round trip excursion to Salina, Kansas. Travel expenses would come from the Fire Department fund no. 18. Estimated cost of trip includes:

Per diem for 4:	\$540.00
Hotel two nights:	\$49 per night per room, \$200 plus tax
Fuel expense:	\$150 estimated
 TOTAL:	 \$890.00

RECOMMENDATION: Approval from the Council is requested for the Fire Department Out-of-State Travel.