



VILLAGE COUNCIL REGULAR MEETING AGENDA
EDELWEISS LODGE CLUB ROOM
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, DECEMBER 12, 2017 2:00 P.M.

1. CALL TO ORDER AND NOTICE OF MEETING
2. ROLL CALL
3. APPROVAL OF THE AGENDA
4. APPROVAL OF THE MINUTES OF THE NOVEMBER 14, 2017 VILLAGE COUNCIL REGULAR MEETING
5. CITIZEN'S FORUM – Limit to 5 minutes per person (please sign in)
6. FINANCIAL REPORTS
7. COMMITTEE REPORTS
 - A. Planning & Zoning Commission
 - B. Public Safety Committee
 - C. Firewise Community Board
 - D. Parks & Recreation Committee
 - E. Lodger's Tax Advisory Board
8. REGIONAL REPORTS
9. MAYOR'S REPORT
10. STAFF REPORTS
11. OLD BUSINESS
12. NEW BUSINESS
 - A. Introduction: Consideration to Approve Ordinance No. 2018-49 Amending Ordinance 2011-49 Solid Waste, Requiring Wildlife Proof Refuse Containers in the Village and to Change the Violation Charge to \$500.00 per day
 - B. Introduction: Consideration to Approve Ordinance No. 2018-65 Rescinding Ordinance No. 2012-33 Personnel Ordinance
 - C. Consideration to Approve Resolution No. 2018-346 Election Resolution
 - D. Consideration to Approve First Amendment to 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
 - E. Consideration to Approve Memorandum of Agreement VTSV-2018-10 in the Amount of \$67,114.00 Between the Village of Taos Ski Valley and the Town of Taos for the Purpose of Providing Transportation Service for the 2017-18 Ski Season
 - F. Consideration to Approve Memorandum of Agreement VTSV-2018-11 in the Amount of \$67,114.00 Between the Village of Taos Ski Valley and the Taos County for the Purpose of Providing Transportation Service for the 2017-18 Ski Season
 - G. Consideration to Approve Contract No. VTSV 2018-12 with Albuquerque Vault Company for Fabrication of Four Septic Holding Tanks to Replace the Defective Tanks Currently at the Taos Mountain Lodge

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

H. Council Acknowledgement of the 1st Quarter Financial Data Submitted to the Department of Finance, Local Government Division in October 2017

I. Discussion and Consideration to Approve Hiring a Professional Company to Study and Submit Recommendations and Protocols for the Village of Taos Ski Valley in the Event of an Active Shooter

J. Consideration to Approve Out-of-State Travel by Two Public Works Employees to Denver, CO to Pick Up Snowplow Blades and the LaRue Snow Blower

13. MISCELLANEOUS

14. CLOSED SESSION

A. Discussion of the Limited Personnel Matters

This matter may be discussed in closed session under Open Meetings Act exemption 10-15-1(H)
(2)

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

16. ADJOURNMENT

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



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

NOTICE OF MEETINGS

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

MEETING	DATE & TIME	LOCATION
PUBLIC SAFETY COMMITTEE	Monday, December 4, 2017 10:00 a.m.	Edelweiss Lodge Club Room
FIREWISE COMMUNITY BOARD	Monday, December 4, 2017 11:00 a.m.	Edelweiss Lodge Club Room
PLANNING & ZONING MEETING	CANCELLED	Edelweiss Lodge Club Room
VILLAGE COUNCIL REGULAR MEETING	Tuesday, December 12, 2017 2:00 p.m.	Edelweiss Lodge Club Room
LODGER'S TAX COMMITTEE	Friday, December 15, 2017 10:00 a.m.	Snakedance Condominiums Hondo Restaurant
TIDD BOARD REGULAR MEETING	Tuesday, February 13, 2018 10:00 a.m.	Edelweiss Lodge Club Room
PARKS & RECREATION COMMITTEE	TBA	TBD
CHAMBER OF COMMERCE MEETING	TBA	TBD

These meetings will be public meetings to consider various items of business. A copy of the agenda for each meeting will be available for inspection 72 hours prior to the meeting. Persons wishing to comment on items listed on the proposed agendas may submit written comments to the Village offices on or before 5:00 P.M. on the day prior to the meeting. Persons with disabilities may request accommodations no later than 5:00 P.M. on the day prior to the meeting. This notice shall be posted at the Village offices, Box Canyon, Village Message Board in the TSV Chamber of Commerce and three other public places within the municipality as provided by Section 3-1-2 NMSA 1978. /s/ Ann M. Wooldridge, Village Clerk, posted November 20, 2017, amended December 5, 2018.



Village of Taos Ski Valley
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VILLAGE COUNCIL REGULAR MEETING
DRAFT MINUTES
SNAKEDANCE CONDOMINIUMS HONDO RESTAURANT
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, NOVEMBER 14, 2017, 2:00 P.M.

1. **CALL TO ORDER & NOTICE OF MEETING**

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

2. **ROLL CALL**

Ann Wooldridge, Village Clerk, called the role and a quorum was present.

Governing body present:

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

Staff present:

Village Administrator Mark Fratrack
Village Clerk Ann Wooldridge
Finance Director Nancy Grabowski
Building & Construction Director Bill Jones
Police Chief Andrew Bilardello
Public Works Director Ray Keen
Administrative Assistant Christina Wilder
Village Attorney Dennis Romero

3. **APPROVAL OF THE AGENDA**

MOTION: To approve the agenda as presented

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

4. **APPROVAL OF THE MINUTES OF THE OCTOBER 10, 2017 VILLAGE COUNCIL REGULAR MEETING, and the OCTOBER 30, 2017 VILLAGE COUNCIL SPECIAL MEETING**

MOTION: To approve both minutes as written

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

5. **CITIZEN'S FORUM – Limit to 5 minutes per person (please sign in)**

A. Resident Katherine Kett asked whether two-way traffic was allowed from the bottom of Twining Road around the parking lot to the bottom of Sutton Place. TSV Inc. will allow two-way traffic around that corner during ski season, said Councilor Stagg.

6. **FINANCIAL REPORTS**

Finance Director Grabowski reported that GRT remitted to the Village in October was \$75,352 compared to \$142,357 for October last year. Year-to-date GRT total is \$212,552 versus \$405,564 for last year. The TIDD did not receive a distribution in October for August GRT. Lodger's tax collections in October were \$8,960 versus \$6,104 for last year. Year-to-date total is \$60,610 versus last year's \$36,365.

\$7,023 in Hold Harmless GRT revenues were received in October. These will be transferred to fund 42, Sewer Depreciation, to support the WWTP upgrades.

The Taos Ski Valley Foundation made a donation in October of \$4,800 to the EMS donation fund.

7. **COMMITTEE REPORTS**

A. **Planning and Zoning Commission** –Commission Chair Wittman reported on the November 6, 2017 P&Z meeting. Agenda items included:

- Discussion of a draft ordinance requiring that all utilities be placed underground, if underground service were available at the edge of a property. Discussion took place on the amount of time that should be allowed for a property owner to comply once the utility were at the property line. Also, discussion took place on whether such an ordinance was necessary to adopt at this time, since many of the utilities are not yet underground. The item was tabled.
- Consideration of proceeding with a Kachina Master Plan. Chairman Wittman will be gathering the information on previous plans and discussions so the Commission can determine how to proceed.
- A committee will be formed to begin drawing up a Source Water Plan for the Village's drinking water.

The next meeting is scheduled for December 4, 2017 at 1:00 p.m. at the Edelweiss Lodge Club Room. (Note: this meeting was later cancelled, and the following meeting scheduled for January 8, 2018 at the Edelweiss Lodge.)

B. **Public Safety Committee** –Committee Chair Bennett reported that the Committee had met to further discuss the requirement for bear-proof dumpsters. They are looking into getting some "Bear Country" posters to raise visitor awareness. The Committee will meet again on December 4, 2017 at the Edelweiss Lodge Club Room.

C. **Firewise Community Board of Directors** – The Firewise Board successfully completed its renewal of the Firewise Community designation for the Village of Taos Ski Valley.

D. **Parks & Recreation Committee** – Committee Chair Katherine Kett reported that all of the summer items had been put away. The inauguration of the Kachina Vista Park took place at a gathering on October 19, 2017.

E. **Lodgers' Tax Advisory Board** – The Lodger's Tax Board met on November 1, 2017 and reviewed lodger's tax collections to date. A rolling grant process is being instituted where grant applications would be reviewed quarterly. The Board has approved transportation funds from lodger's tax in the same amount as last year, which was \$34,340. RTD may be adding runs, which might require additional funding. TSVI is looking into an air service initiative. The next meeting is scheduled for December 15 2017 at 10:00 a.m. at the Snakedance Condominiums to review any new grant proposals.

8. **REGIONAL REPORTS**

Councilor Bennett reported that the Intergovernmental Council discussed community development at its meeting. Next meetings for the Landfill and the IGC will be held on November 16, 2017 at 9:00 a.m. and 10:30 a.m., respectively.

9. **MAYOR'S REPORT**

Mayor King reported that there had been a lot of EMS activity in the recent month.

The TIDD Board adopted a resolution in its meeting that morning that initiates the process for instituting a draw-down bond structure for reimbursing the developer through the TIDD for approved public infrastructure dedications. Mayor King congratulated Clerk Ann Wooldridge on having achieved Certified Municipal Clerk designation through the International Institute of Municipal Clerks Association.

10. **STAFF REPORTS**

Mark Fratrack, Village Administrator reported on ongoing projects:

- Townsite Act – The Village met with the Forest Service and a 33 foot easement has been granted. Re-surveying of the easement will take place and will be submitted. The Village is working with TSVI to address the Village's and TSVI's interests regarding parking and other uses, through a MOU.
- Taos Mountain Lodge – Rich Willson is working hard to get everything arranged for the septic holding tanks to be installed. Some remodel and removal of fireplaces has been completed on units 1 to 8.

- Kachina Water Tank – FEI conducted a pre-bid construction walk at the original tank site location. TSVI indicated that it would be removing from consideration the MOU about another location.
- WWTP/WWTP Financing Options – Village staff is moving forward on interim financing and loan requirements with the USDA. Various items on the Council agenda today will keep this moving forward. The Village will put up \$800,000 for construction, which if necessary, could be reimbursed when the loan is closed with the USDA.
- Ernie Blake Road – The Sierra del Sol preliminarily accepted the Village’s second counter offer of approximately \$20,000. Attorney Romero is working through the agreement with the Beausoleil property.
- EMS Position – The Village has postponed the hiring process because no housing is yet available at the Taos Mountain Lodge.
- RTD – There is an agenda item at this meeting to consider the same service as last year for three and a half months. Discussion is taking place about two additional runs each weekday and weekend day. The additional cost would be approximately \$21,000. Taos County is ready to participate at \$7,000, and the Town of Taos will seek approval for an additional \$7,000 in late November. The Village would need to approve another expenditure of \$7,000 in lodger’s tax for the additional runs.

Department Briefs

- Director Keen reported that he has been looking into purchasing a glass crusher for the recycling area, as well as a food digester to produce compost. The snow blower has been repaired and will be picked up in Denver soon. Winter shifts for Public Works employees will be staggered in order to improve snow removal coverage. New concrete collars have been placed on manholes to avoid damage during winter plowing.
- Clerk Wooldridge announced that a municipal election would be taking place on March 6, 2018 for the Mayor position and two Councilor positions. Official documents approving the election will be brought to the Council in the next few months.
- Attorney Romero reported that he is working on the Townsite property exchange.

11. OLD BUSINESS

A. PUBLIC HEARING: Consideration to Approve **Ordinance No. 2018-64** CONCERNING THE MUNICIPAL JOINT WATER AND SEWER SYSTEM OF THE VILLAGE OF TAOS SKI VALLEY, NEW MEXICO; PROVIDING FOR THE EXTENSION, ENLARGEMENT, BETTERMENT, REPAIR AND OTHER IMPROVEMENT OF SUCH SYSTEM AND FOR THE ISSUANCE OF REVENUE BONDS IN THE AGGREGATE MAXIMUM AMOUNT OF \$8,500,000, CONSISTING OF THE VILLAGE’S JOINT WATER AND SEWER DRAW DOWN REVENUE BOND (INTERIM BANK BOND), IN THE MAXIMUM PRINCIPAL AMOUNT OF \$3,500,000, AND ITS GROSS RECEIPTS TAX DRAW DOWN REVENUE BOND (INTERIM BANK BOND), IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,000,000, TO PROVIDE TEMPORARY CONSTRUCTION FINANCING FOR THE PROJECT PENDING THE ISSUANCE BY THE VILLAGE OF ITS REVENUE BOND OR BONDS TO THE UNITED STATES OF AMERICA, ACTING THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT (USDA) TO PROVIDE PERMANENT FINANCING FOR SUCH PROJECT; DECLARING THE NECESSITY FOR MAKING AND ISSUING SUCH BONDS WHICH SHALL BE PAYABLE SOLELY OUT OF THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF SUCH SYSTEM (AS TO THE SYSTEM REVENUE BOND) AND CERTAIN GROSS RECEIPTS TAX RECEIPTS PLEDGED FOR SUCH PURPOSE (AS TO THE GRT REVENUE BOND), RESPECTIVELY, AS PROVIDED HEREIN; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE COLLECTION AND DISPOSITION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF SUCH SYSTEM AND THE COLLECTION AND DISPOSITION OF SUCH GROSS RECEIPTS TAX, RESPECTIVELY; PROVIDING THE FORM, TERMS AND CONDITIONS OF SUCH REVENUE BONDS, THE METHOD OF PAYING SUCH AND THE SECURITY THEREFOR; AUTHORIZING THE USE OF A SINGLE REGISTERED BOND FOR EACH SUCH SERIES; PRESCRIBING OTHER DETAILS CONCERNING SUCH SYSTEM REVENUES, GROSS RECEIPTS TAX, BONDS AND SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND WITH FUTURE FINANCING THEREFOR; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES IN CONFLICT HERewith

This Ordinance outlines the mechanism for the Village to obtain temporary construction financing for upgrading the Village’s wastewater treatment plant through the issuance of revenue bonds. The interim financing is a necessary

component of obtaining the permanent financing through USDA Rural Development. The Village's financial advisor, Brad Angst with G.K. Baum & Associates, said that the ordinance would be published for thirty days before planned closing on December 19, 2017. A lower interest rate on the loan has been obtained, saving the Village \$167,000 in interest.

PUBLIC HEARING: Mayor King opened the public hearing. Speaking for adoption of the ordinance was Public Works Director Keen. No one spoke against. The public hearing was closed.

MOTION: To Approve Ordinance No. 2018-64 CONCERNING THE MUNICIPAL JOINT WATER AND SEWER SYSTEM OF THE VILLAGE OF TAOS SKI VALLEY, NEW MEXICO; PROVIDING FOR THE EXTENSION, ENLARGEMENT, BETTERMENT, REPAIR AND OTHER IMPROVEMENT OF SUCH SYSTEM AND FOR THE ISSUANCE OF REVENUE BONDS IN THE AGGREGATE MAXIMUM AMOUNT OF \$8,500,000, CONSISTING OF THE VILLAGE'S JOINT WATER AND SEWER DRAW DOWN REVENUE BOND (INTERIM BANK BOND), IN THE MAXIMUM PRINCIPAL AMOUNT OF \$3,500,000, AND ITS GROSS RECEIPTS TAX DRAW DOWN REVENUE BOND (INTERIM BANK BOND), IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,000,000, TO PROVIDE TEMPORARY CONSTRUCTION FINANCING FOR THE PROJECT PENDING THE ISSUANCE BY THE VILLAGE OF ITS REVENUE BOND OR BONDS TO THE UNITED STATES OF AMERICA, ACTING THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT (USDA) TO PROVIDE PERMANENT FINANCING FOR SUCH PROJECT; DECLARING THE NECESSITY FOR MAKING AND ISSUING SUCH BONDS WHICH SHALL BE PAYABLE SOLELY OUT OF THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF SUCH SYSTEM (AS TO THE SYSTEM REVENUE BOND) AND CERTAIN GROSS RECEIPTS TAX RECEIPTS PLEDGED FOR SUCH PURPOSE (AS TO THE GRT REVENUE BOND), RESPECTIVELY, AS PROVIDED HEREIN; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE COLLECTION AND DISPOSITION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF SUCH SYSTEM AND THE COLLECTION AND DISPOSITION OF SUCH GROSS RECEIPTS TAX, RESPECTIVELY; PROVIDING THE FORM, TERMS AND CONDITIONS OF SUCH REVENUE BONDS, THE METHOD OF PAYING SUCH AND THE SECURITY THEREFOR; AUTHORIZING THE USE OF A SINGLE REGISTERED BOND FOR EACH SUCH SERIES; PRESCRIBING OTHER DETAILS CONCERNING SUCH SYSTEM REVENUES, GROSS RECEIPTS TAX, BONDS AND SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND WITH FUTURE FINANCING THEREFOR; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES IN CONFLICT HERewith

Motion: Councilor Wittman

Second: Councilor Bennett

Passed: 4-0

B. Consideration to Approve Proceeding with the 250,000 Gallon Buried Kachina Water Tank Project at the Original Location

At a meeting on November 8, 2017, TSVI indicated that it would be withdrawing the MOU for consideration and would not be coming back to the Village Council to present its support for the second water tank location. TSVI indicated that it would like to see the Village succeed in the construction of a Kachina Water Tank on the Tract A site. TSVI also verified that the 2011 Special Warranty Deed three-year revisionary clause extension was recorded and in place, allowing the Village additional time to construct the tank. 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 November 30, 2017 for a vote on the location at which to locate the tank.

MOTION: To Approve Proceeding with the 250,000 Gallon Buried Kachina Water Tank Project at the Original Location

Motion: Councilor Wittman

Second: Councilor Brownell

Passed: 4-0

12. NEW BUSINESS

A. 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 (CWSRF) Reserve

The CWSRF fund 62 has not been included in the annual budget review and is not included in the Council budget worksheet. This BAR is to include that expense and revise the 2017-18 Fiscal Year budget.

MOTION: 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 (CWSRF) Reserve

Motion: Councilor Stagg

Second: Councilor Wittman

Passed: 4-0

B. 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

The Department of Finance & Administration determined that to correct an error in the beginning balances, a BAR would be needed. The net result in the General Fund 03 is an ending fund balance increase of \$67,880.00

MOTION: 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

Motion: Councilor Stagg

Second: Councilor Wittman

Passed: 4-0

C. Consideration to Approve Resolution No. 2018-344 Pertaining to the Depository of Village Funds

Staff is preparing to open several new bank accounts for the segregation of reserve funds for the WWTP expansion and has been advised by Peoples Bank that their entity would need to be specifically listed in the Village Resolution. This Resolution lists 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. Included in the list is the interim lending institution for the Waste Water Treatment Plant, The Independent Bankers Bank (TIB) of San Antonio, TX.

MOTION: To Approve Resolution No. 2018-344 Pertaining to the Depository of Village Funds

Motion: Councilor Bennett

Second: Councilor Wittman

Passed: 4-0

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

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 know what they would be. The interim financing should be closing in December, so it is 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 63.

MOTION: To Approve Resolution No. 2018-345 Approving the Addition of a New Fund 63 for the Waste Water Treatment Plant (WWTP) Reserves

Motion: Councilor Wittman

Second: Councilor Bennett

Passed: 4-0

E. Consideration to Approve Professional Services Contract Number VTSV-2018-08 between Sherman & Howard, LLC and the Village of Taos Ski Valley

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, the Village's 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 the undertaking. This firm has the expertise the Village needs to complete the 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.

MOTION: To Approve Professional Services Contract Number VTSV-2018-08 between Sherman & Howard, LLC and the Village of Taos Ski Valley

Motion: Councilor Wittman

Second: Councilor Stagg

Passed: 4-0

F. 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
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 through March 25, 2018. The RTD is requesting \$46,340 for the service dates above, which is a 5% increase from last year. The Town of Taos has committed to \$12,600.00, so the Village would be required to contribute \$34,340. The Lodger's Tax Advisory Board voted to approve this amount from lodger's tax at its November 1, 2017 meeting. 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.

MOTION: 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

Motion: Councilor Brownell

Second: Councilor Wittman

Passed: 4-0

G. 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

This MOU&A is for an agreement between VTSV and Twining for a lease on property next to the Village Firehouse.

This would allow the Village to purchase a new building for the Public Safety Headquarters to place on this land.

Chief Bilardello and Administrator Fratrack have worked with Mickey Blake of Twining Associates on a property lease to accommodate a large enough structure that would fit the needs of the Police 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 proper access, and is dilapidated on the inside.

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."

MOTION: 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

Motion: Councilor Bennett

Second: Councilor Wittman

MOTION: To Approve an Amended 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 with the Provision that the Village could withdraw from the lease if necessary

Motion: Councilor Bennett

Second: Councilor Wittman

Passed: 4-0

H. Discussion and Presentation by NMED on Source Water Protection Plans

The Village's source water is one of the most important assets for Taos Ski Valley. In the past, the Village has put together draft informational documents that could be used for a Source Water Protection (SWP) plan, but they were never formalized and were never presented to Council for formal approval. 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.

Jill Turner from NMED spoke about the importance of creating a SWP plan. Attorney Romero inquired as to whether this plan would become the basis for a Village ordinance, stating that if so, specific data would be required. It was agreed that the better the information that was gathered, the better it would be for the basis of decision-making.

I. Discussion and Consideration to Approve a Variance(s) to Ordinance No. 2011-49, the Solid Waste Ordinance
The Public Safety Committee met on November 6, 2017 and discussed the possibility of granting a variance to Ordinance 2011-49, Section 4, Storage and Disposal.

Various entities have requested a variance to the ordinance, 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 TSVI attended the November 6, 2017 Public Safety Committee 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. TSVI is very interested in complying with the requirements, said Councilor Stagg.

J. Discussion and Consideration to Approve Out-of- State Travel by Fire Department members to Salina, Kansas to research Fire Department apparatus

The Fire Department has arranged a tour of a facility in Salina, Kansas to view equipment available for possible purchase. Four volunteers would travel for a three-day round trip. Travel expenses would come from the Fire Department Fund 18. Estimated cost of trip is \$890. Out-of-state travel is required to have Council approval.

MOTION: To Approve Out-of- State Travel by Fire Department members to Salina, Kansas to research Fire Department apparatus

Motion: Councilor Stagg

Second: Councilor Bennett

Passed: 4-0

13. MISCELLANEOUS

A. Councilor Brownell reported on a Town Hall meeting that TSVI recently held at KTAO. Councilor Brownell said that many residents who live in the vicinity of where TSVI is remediating some contaminated soils found during excavation last summer are worried about the safety of their drinking water. TSVI’s Peter Johnson said that the Town Hall meeting was intended to be about the upcoming ski season and new improvements on the mountain, and that they had not been prepared to have such a discussion without their consultants and engineers. Johnson said that TSVI has already begun removal of the soils from across the gorge to a remediation site near Farmington. He also said that TSVI had acted in full compliance with the New Mexico Environment Department in placing the soils on TSVI’s private land.

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

The next regular meeting of the Council will take place on Tuesday, December 12, 2017 at 2:00 p.m., at the Edelweiss Lodge Club Room.

15. ADJOURNMENT

MOTION: To Adjourn.

Motion: Councilor Wittman

Second: Councilor Bennett

Passed: 4-0

The meeting was adjourned at 4:40 p.m.

Neal King, Mayor

ATTEST: _____
Ann M. Wooldridge, Village Clerk

VILLAGE OF TAOS SKI VALLEY

Profit & Loss Prev Year Comparison

July through November 2017

	Jul - Nov 17	Jul - Nov 16	\$ Change	% Change
Ordinary Income/Expense				
Income				
4012 · REVENUE - Combined Water-Sewer	291,226.08	292,001.02	-774.94	-0.3%
4019 · Hold Harmless GRT Revenue	24,376.87	0.00	24,376.87	100.0%
4020 · REVENUE - GRT MUNICIPAL	126,389.14	207,854.47	-81,465.33	-39.2%
4021 · REVENUE - GRT - STATE	104,824.82	171,158.96	-66,334.14	-38.8%
4022 · REVENUE - GRT - ENVIRONMENT	5,173.28	8,450.22	-3,276.94	-38.8%
4023 · REVENUE - GRT - INFRASTRUCTURE	20,693.60	33,801.68	-13,108.08	-38.8%
4027 · REVENUE - OTHER	53,983.73	38,879.30	15,104.43	38.9%
4028 · REVENUE - GASOLINE TAX	2,085.00	2,085.00	0.00	0.0%
4029 · REVENUE - LODGER'S TAX	66,816.95	41,097.13	25,719.82	62.6%
4031 · REVENUE - PARKING FINES	1,010.00	240.00	770.00	320.8%
4034 · REVENUE - MOTOR VEHICLE FEES	5,627.99	6,274.69	-646.70	-10.3%
4036 · REVENUE - Licenses/Permits	12,380.62	55,575.56	-43,194.94	-77.7%
4037 · REVENUE - GENERAL GRANTS	26,843.00	26,833.00	10.00	0.0%
4040 · REVENUE - WATER CONNECTION FEES	15,262.91	18,205.03	-2,942.12	-16.2%
4041 · REVENUE - SEWER CONNECTION FEES	15,846.52	14,659.67	1,186.85	8.1%
4046 · REVENUE - SOLID WASTE FEE	27,030.78	23,838.71	3,192.07	13.4%
4047 · REVENUE - OTHER OPERATING	3,769.45	26.00	3,743.45	14,397.9%
4049 · REVENUE - FIRE GRANTS	0.00	102,216.00	-102,216.00	-100.0%
4050 · REVENUE - IMPACT FEES	13,438.32	22,373.47	-8,935.15	-39.9%
4053 · REVENUE - GRT MUN CAP OUTLAY1/4	20,693.60	33,801.68	-13,108.08	-38.8%
4056 · REVENUE - LEGISLATIVE APPROPRI.	20,977.84	0.00	20,977.84	100.0%
4058 · Plan Review Fees	6,644.16	64,931.79	-58,287.63	-89.8%
4059 · Proceed NMFA Issuance of Debt	0.00	969,982.77	-969,982.77	-100.0%
4060 · WTB FY2016 revenue	0.00	6,616.11	-6,616.11	-100.0%
4070 · CWSRF 2016 Revenue	160,801.76	75,599.55	85,202.21	112.7%
4100 · Miscellaneous Revenues				
4110 · Misc Revenue- TIDD reimburse	1,528.29	0.00	1,528.29	100.0%
Total 4100 · Miscellaneous Revenues	1,528.29	0.00	1,528.29	100.0%
7004 · REVENUE - FINANCE CHARGE ON W/S	532.97	376.90	156.07	41.4%
7005 · REVENUE - INTEREST INCOME	18,343.47	9,575.16	8,768.31	91.6%
7007 · REVENUE - INTEREST IMPACT FEES	51.68	20.94	30.74	146.8%
7010 · REVENUE - AD VALOREM TAX	16,046.47	15,977.40	69.07	0.4%
9000 · BEG. BALANCE	0.00	0.00	0.00	0.0%
Total Income	1,062,399.30	2,242,452.21	-1,180,052.91	-52.6%
Gross Profit	1,062,399.30	2,242,452.21	-1,180,052.91	-52.6%
Expense				
4082 · DEBT SERV - 2007 WWTP LOAN PRIN	82,112.16	79,720.54	2,391.62	3.0%
4083 · DEBT SERV. - 2007 WWTP LOAN INT	28,239.72	30,631.34	-2,391.62	-7.8%
6100 · Salary and Benefits				
6112 · SALARIES - STAFF	407,979.80	364,716.60	43,263.20	11.9%
6113 · SALARIES - ELECTED	14,443.77	14,443.77	0.00	0.0%
6121 · WORKER'S COMP INSURANCE	18,389.00	12,872.00	5,517.00	42.9%
6122 · HEALTH & LIFE INSURANCE	81,121.97	66,643.94	14,478.03	21.7%
6125 · FICA EMPLOYER'S SHARE	31,782.26	28,534.34	3,247.92	11.4%
6126 · WORKMAN'S COMP PERSONAL ASSESS	81.70	146.20	-64.50	-44.1%
6127 · SUTA STATE UNEMPLOYEMENT	237.97	332.93	-94.96	-28.5%
6128 · PERA Employer Portion	34,776.54	28,416.53	6,360.01	22.4%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	1,036.00	2,468.37	-1,432.37	-58.0%
Total 6100 · Salary and Benefits	589,849.01	518,574.68	71,274.33	13.7%
6220 · OUTSIDE CONTRACTORS	177,800.17	266,639.39	-88,839.22	-33.3%
6225 · ENGINEERING	263,853.87	47,219.90	216,633.97	458.8%
6230 · LEGAL SERVICES	23,529.66	43,099.98	-19,570.32	-45.4%
6242 · ACCOUNTING	1,298.75	1,538.43	-239.68	-15.6%
6244 · AUDIT	13,921.25	9,926.40	3,994.85	40.2%
6251 · WATER PURCHASE, STORAGE	81.36	87.21	-5.85	-6.7%
6253 · ELECTRICITY	9,497.57	8,705.28	792.29	9.1%
6254 · PROPANE	3,415.75	2,786.16	629.59	22.6%
6256 · TELEPHONE	7,014.35	6,700.06	314.29	4.7%
6257 · RENT PAID	576.00	613.48	-37.48	-6.1%
6258 · WATER CONSERVATION FEE	126.93	123.33	3.60	2.9%
6259 · Natural Gas	312.47	108.75	203.72	187.3%
6270 · LIABILITY & LOSS INSURANCE	32,992.35	33,304.39	-312.04	-0.9%
6310 · Advertising	297.55	0.00	297.55	100.0%
6311 · Uniforms and Safety Equipment	0.00	0.00	0.00	0.0%
6312 · CHEMICALS & NON DURABLES	4,735.75	8,820.46	-4,084.71	-46.3%
6313 · MATERIAL & SUPPLIES	64,129.14	60,736.56	3,392.58	5.6%
6314 · Dues/fees/registration/renewals	4,138.04	4,402.88	-264.84	-6.0%
6315 · BANK CHARGES	20.00	0.00	20.00	100.0%
6316 · Software	1,601.03	3,518.10	-1,917.07	-54.5%
6317 · Personal Protective Equipment	1,431.73	259.85	1,171.88	451.0%
6318 · Postage	908.20	923.17	-14.97	-1.6%
6319 · Election Expense	32.54	0.00	32.54	100.0%
6320 · EQUIPMENT REPAIR & PARTS	17,396.24	1,942.65	15,453.59	795.5%
6321 · BUILDING MAINTENANCE	527.38	878.08	-350.70	-39.9%

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

	Jul - Nov 17	Jul - Nov 16	\$ Change	% Change
6322 · SMALL EQUIP & TOOL PURCHASES	7,499.66	4,565.69	2,933.97	64.3%
6323 · SYSTEM REPAIR & PARTS	4,391.29	1,868.00	2,523.29	135.1%
6331 · OUTSIDE TESTING SERVICES	3,308.87	508.44	2,800.43	550.8%
6332 · EQUIPMENT RENTALS	5,123.12	2,489.66	2,633.46	105.8%
6335 · FINANCE CHARGE & MISCEL. TAX	11,104.34	0.00	11,104.34	100.0%
6417 · VEHICLE MAINTENANCE	17,898.54	6,988.14	10,910.40	156.1%
6418 · FUEL EXPENSE	9,669.83	3,873.69	5,796.14	149.6%
6432 · TRAVEL & PER DIEM	8,458.46	13,634.57	-5,176.11	-38.0%
6434 · TRAINING	3,002.73	5,741.55	-2,738.82	-47.7%
6560 · Payroll Expenses	-0.02	0.00	-0.02	-100.0%
6712 · LAB CHEMICALS & NONDURABLES	1,498.60	4,135.00	-2,636.40	-63.8%
6716 · LAB TESTING SERVICES	4,515.88	5,795.89	-1,280.01	-22.1%
6720 · LAB OUTSIDE CONTRACTORS	0.00	0.00	0.00	0.0%
8322 · CAPITAL EXPENDITURES	12,748.28	893,418.07	-880,669.79	-98.6%
8323 · Capital Assets \$1000-\$4999	950.06	1,069.58	-119.52	-11.2%
8325 · EQUIPMENT & TOOL PURCHASE	31,444.57	0.00	31,444.57	100.0%
8421 · NMFA Interest TML #TAOS55	0.00	13,640.38	-13,640.38	-100.0%
Total Expense	1,451,453.18	2,088,989.73	-637,536.55	-30.5%
Net Ordinary Income	-389,053.88	153,462.48	-542,516.36	-353.5%
Other Income/Expense				
Other Expense				
9001 · TRANSFER TO FUND	-293,201.89	-295,083.66	1,881.77	0.6%
9002 · TRANSFER FROM FUND	293,201.89	295,083.66	-1,881.77	-0.6%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	-389,053.88	153,462.48	-542,516.36	-353.5%

Lodger's Tax

CURRENT RATE = 5%

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

LODGERS' TAX

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2007	\$2,598.88	\$3,062.11	\$6,699.35	\$4,995.65	\$2,000.12	\$5,337.46	\$40,954.80	\$41,957.59	\$67,487.55	\$72,949.07	\$9,581.32	\$4,404.89
YTD	\$2,598.88	\$5,660.99	\$12,360.34	\$17,355.99	\$19,356.11	\$24,693.57	\$65,648.37	\$107,605.96	\$175,093.51	\$248,042.58	\$257,623.90	\$262,028.79
FY 2008	\$2,722.84	\$5,440.23	\$4,285.04	\$2,754.53	\$3,901.84	\$577.12	\$51,173.76	\$59,427.24	\$69,853.67	\$77,642.16	\$6,257.25	\$6,805.31
YTD	\$2,722.84	\$8,163.07	\$12,448.11	\$15,202.64	\$19,104.48	\$19,681.60	\$70,855.36	\$130,282.60	\$200,136.27	\$277,778.43	\$284,035.68	\$290,840.99
FY 2009	\$2,308.21	\$17,029.81	\$4,613.37	\$1,998.89	\$2,683.42	\$2,329.41	\$69,821.07	\$48,658.30	\$64,074.56	\$63,514.05	\$2,163.00	\$1,019.51
YTD	\$2,308.21	\$19,338.02	\$23,951.39	\$25,950.28	\$28,633.70	\$30,963.11	\$100,784.18	\$149,442.48	\$213,517.04	\$277,031.09	\$279,194.09	\$280,213.60
FY 2010	\$6,555.17	\$6,692.88	\$6,626.34	\$2,464.04	\$3,071.98	\$3,065.62	\$58,358.23	\$53,226.27	\$63,632.42	\$73,788.32	\$5,154.71	\$2,591.00
YTD	\$6,555.17	\$13,248.05	\$19,874.39	\$22,338.43	\$25,410.41	\$28,476.03	\$86,834.26	\$140,060.53	\$203,692.95	\$277,481.27	\$282,635.98	\$285,226.98
FY 2011	\$3,799.08	\$5,779.40	\$4,203.94	\$4,540.58	\$826.80	\$4,048.19	\$48,139.08	\$38,771.02	\$56,737.62	\$53,736.46	\$1,376.99	\$1,907.76
YTD	\$3,799.08	\$9,578.48	\$13,782.42	\$18,323.00	\$19,149.80	\$23,197.99	\$71,337.07	\$110,108.09	\$166,845.71	\$220,582.17	\$221,959.16	\$223,866.92
FY 2012	\$5,123.77	\$5,559.34	\$7,292.78	\$3,573.23	\$2,125.17	\$25,832.86	\$57,242.46	\$54,829.42	\$66,115.91	\$72,972.48	\$6,978.68	\$4,665.17
YTD	\$5,123.77	\$10,683.11	\$17,975.89	\$21,549.12	\$23,674.29	\$49,507.15	\$106,749.61	\$161,579.03	\$227,694.94	\$300,667.42	\$307,646.10	\$312,311.27
FY 2013	\$3,611.20	\$6,647.21	\$6,362.49	\$6,914.30	\$3,587.06	\$4,412.71	\$41,548.72	\$58,051.35	\$69,819.08	\$65,779.34	\$2,387.53	\$1,223.37
YTD	\$3,611.20	\$10,258.41	\$16,620.90	\$23,535.20	\$27,122.26	\$31,534.97	\$73,083.69	\$131,135.04	\$200,954.12	\$266,733.46	\$269,120.99	\$270,344.36
FY 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,668.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88	\$8,960.06	\$6,207.19							
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95							

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

Aug FY2016 includes \$15K late LT

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

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

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

VILLAGE OF TAOS SKI VALLEY

GROSS RECEIPTS & LODGER'S TAX COLLECTION SUMMARY

GROSS RECEIPTS

Gross Receipts Tax

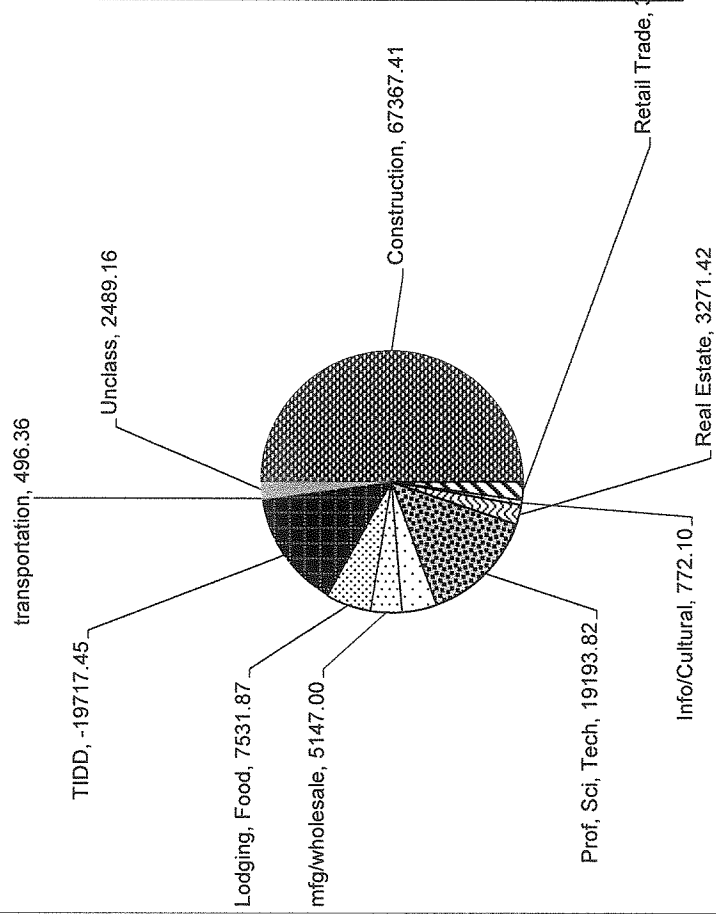
CURRENT RATE = 9.25%

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2007	\$49,871.45	\$34,078.55	\$36,243.65	\$49,758.67	\$39,527.57	\$35,791.82	\$34,561.38	\$149,089.79	\$134,953.15	\$155,909.24	\$169,491.55	\$43,203.86
YTD	\$49,871.45	\$83,950.00	\$120,193.65	\$169,952.32	\$209,479.89	\$245,271.71	\$279,833.09	\$428,902.88	\$563,856.03	\$719,765.27	\$889,256.82	\$932,460.68
FY 2008	\$20,214.64	\$49,552.50	\$30,529.91	\$18,716.47	\$24,225.26	\$23,499.17	\$50,734.80	\$146,293.94	\$160,211.63	\$167,362.79	\$212,589.13	\$20,102.55
YTD	\$20,214.64	\$69,767.14	\$100,297.05	\$119,013.52	\$143,238.78	\$166,737.95	\$217,472.75	\$363,766.69	\$523,978.32	\$691,341.11	\$903,930.24	\$924,032.79
FY 2009	\$5,978.98	\$31,604.97	\$36,411.72	\$34,168.28	\$36,755.21	\$36,869.62	\$81,443.70	\$194,410.32	\$178,012.59	\$176,315.78	\$191,892.82	\$36,332.99
YTD	\$5,978.98	\$37,583.95	\$73,995.67	\$108,163.95	\$144,919.16	\$181,788.78	\$263,232.48	\$457,642.80	\$635,655.39	\$811,971.17	\$1,003,863.99	\$1,040,196.98
FY 2010	\$32,800.00	\$38,773.70	\$39,381.43	\$61,759.08	\$56,887.02	\$54,858.12	\$42,174.35	\$223,797.16	\$189,376.01	\$176,576.34	\$221,448.63	\$59,190.36
YTD	\$32,800.00	\$71,573.70	\$110,955.13	\$172,714.21	\$229,601.23	\$284,459.35	\$326,633.70	\$550,430.86	\$739,806.87	\$916,383.21	\$1,137,831.84	\$1,197,022.20
FY 2011	\$31,002.86	\$62,982.96	\$26,127.83	\$33,610.96	\$60,913.74	\$74,949.02	\$42,282.39	\$171,246.82	\$139,053.09	\$142,336.03	\$154,287.41	\$27,928.23
YTD	\$31,002.86	\$93,985.82	\$120,113.65	\$153,724.61	\$214,638.35	\$289,587.37	\$331,869.76	\$503,116.58	\$642,169.67	\$784,505.70	\$938,793.11	\$966,721.34
FY 2012	\$64,073.01	\$26,203.38	\$23,181.89	\$42,430.30	\$60,186.45	\$32,954.89	\$47,797.29	\$207,267.40	\$162,805.78	\$182,358.83	\$200,924.87	\$42,673.54
YTD	\$64,073.01	\$90,276.39	\$113,458.28	\$155,888.58	\$216,075.03	\$249,029.92	\$296,827.21	\$504,094.61	\$666,900.39	\$849,259.22	\$1,050,184.09	\$1,092,857.63
FY 2013	\$36,835.14	\$20,863.12	\$45,705.38	\$27,699.69	\$66,674.98	\$48,677.59	\$50,727.81	\$178,549.60	\$163,125.28	\$166,032.40	\$203,817.88	\$21,818.85
YTD	\$36,835.14	\$57,698.26	\$103,403.64	\$131,103.33	\$197,778.31	\$246,455.90	\$297,183.71	\$475,733.31	\$638,858.59	\$804,890.99	\$1,008,708.87	\$1,030,527.72
FY 2014	\$32,785.51	\$20,399.76	\$33,382.63	\$32,521.83	\$42,153.17	\$47,625.85	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,668.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,568.97	\$658,464.77	\$858,587.84	\$1,067,531.84	\$1,299,098.68	\$1,369,944.64
FY 2016	\$37,891.82	\$20,239.04	\$97,742.38	\$25,839.07	\$197,397.64	\$95,985.99	\$224,614.99	\$103,161.00	\$166,682.00	\$180,838.00	\$201,624.53	\$38,366.93
YTD	\$37,891.82	\$58,130.86	\$155,873.24	\$181,712.31	\$379,109.95	\$475,095.94	\$699,710.93	\$802,871.93	\$969,553.93	\$1,150,391.93	\$1,352,016.46	\$1,390,383.39
FY 2017	\$119,909.94	\$55,423.48	\$87,873.13	\$142,357.47	\$41,995.22	\$148,618.10	\$142,636.32	\$187,613.18	\$204,129.97	\$165,451.68	\$208,890.93	\$76,774.96
YTD	\$119,909.94	\$175,333.42	\$263,206.55	\$405,564.02	\$447,559.24	\$596,177.34	\$738,813.66	\$926,426.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,864.17	\$48,702.07	\$58,630.68	\$75,354.62	\$89,599.77							
YTD	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31							

Current month GRT collections reflects money generated 2 months prior.

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

Village of Taos Ski Valley Gross Receipts Distribution Nov 2017



Construction	Retail Trade	Info/Cultural
Real Estate	Prof, Sci, Tech	NMFA Intercept
mfg/wholesale	Lodging, Food	TIDD
	transportation	Unclass

FY2018 TIDD GRT Distribution

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

7/15/2016	227,768.50	180,136.30	(3,518.29)	404,386.51		119,909.94
8/23/2016	129,583.78	102,484.51	(2,001.66)	230,066.63	7,507.77	55,423.48
9/15/2016	127,005.96	100,445.77	(1,961.85)	225,489.88	7,507.77	80,365.36
10/15/2016	174,220.52	137,786.57	(2,691.14)	309,315.95	7,507.77	142,357.47
11/18/2016	-	-	-	-	7,507.77	34,487.45
12/15/2016	103,076.05	81,520.23	(1,592.19)	183,004.09	7,507.77	141,110.33
1/18/2017	142,524.81	112,719.24	(2,201.55)	253,042.50	7,507.77	135,128.55
2/17/2017	15,477.59	12,240.84	(239.08)	27,479.35	7,507.77	180,105.41
3/16/2017	83,359.40	65,926.82	(1,287.82)	147,998.40	7,507.77	196,622.20
4/15/2017	56,296.56	44,523.50	(869.59)	99,950.47	7,507.77	157,943.00
5/16/2017	35,609.26	28,162.46	(550.05)	63,221.67	5,763.47	208,890.93
6/16/2017	133,716.69	105,753.13	(2,065.50)	237,404.32	5,763.47	71,011.49
TOTAL FY17	1,228,639.12	971,699.37	(18,978.72)	2,181,359.77	79,096.87	1,523,355.61

Chaz-TSVI did not pay Jayne's timely

7/15/2017	0.00	0.00	0.00	0.00	5,763.47	24,100.70
8/15/2017	0.00	0.00	0.00	0.00	5,763.47	42,938.60
9/15/2017	1963.78	1553.10	(30.32)	3486.56	5,763.47	52,867.21
10/15/2017					5,763.47	69,591.15
11/17/2017	19717.45	15594.02	(304.57)	35006.90	5,763.47	83,836.30
TOTAL FY18	21,681.23	17,147.12	(334.89)	38,493.46	28,817.35	273,333.96
TOTAL FY16, FY17 & FY18	2,102,254.96	1,646,858.96	(32,601.04)	3,716,512.88	107,914.22	2,711,977.34

Village Baseline						
Month GRT is Generated	Month GRT is Reported to State	Mth GRT is distributed fr State to Entities	Total	State	Village	
December	January	February	371,622.37	201,645.53	169,976.84	
January	February	March	328,741.64	178,378.07	150,363.57	
February	March	April	310,404.18	168,428.01	141,976.17	
March	April	May	429,910.95	233,273.42	196,637.53	
April	May	June	64,234.89	34,854.41	29,380.48	
May	June	July	93,353.53	50,654.43	42,699.09	
June	July	August	40,142.02	21,781.41	18,360.61	
July	August	September	89,560.14	48,596.11	40,964.03	
August	September	October	134,697.23	73,087.89	61,609.34	
September	October	November	108,590.97	58,922.38	49,668.54	
October	November	December	204,035.98	110,711.70	93,324.28	
November	December	January	174,517.70	94,694.82	79,822.88	
Total			2,349,811.54	1,275,028.17	1,074,783.36	

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Introduction: Consideration to Approve Ordinance No. 2018-49 Amending Ordinance 2011-49 Solid Waste, Requiring Wildlife Proof Refuse Containers in the Village and to Change the Violation Charge to \$500.00 per day

DATE: December 12, 2017

PRESENTED BY: Councilor Bennett

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Yes

BACKGROUND INFORMATION:

This ordinance was discussed by the Public Safety Committee at its meeting on Monday, December 4, 2017, and it was agreed that two definitions should be added regarding Wildlife Proof Refuse Containers. The new definitions can be found on Page 2 “O” and “P”. It encompasses all wildlife proof refuse containers, not just limited to bears. Page 3 changes “A” and “B” to reflect the use of Wildlife Proof Refuse Containers, changed from “bear proof containers.” Page 4, Section 9 Violations, changes the choice of \$250 to \$500 per day to a flat \$500.00 per day. These changes have been approved by Attorney Dennis Romero.

RECOMMENDATION:

The Public Safety Committee unanimously recommends the changes to Ordinance 2011-49. As this is the first reading of Ordinance No. 2018-49 Amending Ordinance 2011-49, no action is required at this time.

THE VILLAGE OF TAOS SKI VALLEY

ORDINANCE NO. 2018-49

ADOPTING AMENDMENTS TO ORDINANCE 2011-49 PROVIDING FOR PROPER DISPOSAL OF SOLID WASTE AND A FEE FOR SOLID WASTE DISPOSAL

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

SECTION 1. PURPOSE.

The purpose of this Ordinance is to benefit the public health, safety and welfare of the residents of the Village of Taos Ski Valley (Village). This Ordinance also provides for the orderly and efficient handling of Solid Waste within the Village and allows the Village to provide quality Solid Waste management at an economical price. This Ordinance shall be known as the Solid Waste Ordinance.

SECTION 2. DEFINITIONS.

- A. “Village Environmental Service Charge” or “VESC” means the Village service charge as established herein.
- B. “Collection” –The aggregation of Solid Waste, Mixed Municipal Solid Waste, Commercial and Industrial Solid Waste, Construction and Demolition Solid Waste, Yard Waste and Recyclable Materials from the place at which they are generated and includes all activities up to the time they are delivered to a waste management or recycling facility.
- C. “Commercial or Industrial Establishment”- Any premises where commercial, industrial or institutional enterprise of any kind is carried on and shall include restaurants, clubs, churches, schools and other institutions.
- D. “Commercial and Industrial Solid Waste”-
 - 1. Garbage, refuse and other Solid Waste from Commercial and Industrial establishments that the generator of the waste aggregates for collection.
 - 2. Commercial and Industrial Waste does not include tanning shavings, leather scraps, rubber and polyurethane composite leather-ware components, auto hulks, street sweepings, ash, construction and demolition debris, mining waste, sludge, tree waste, waste from agricultural activities, tires, lead acid batteries, motors, vehicle fluids and filters or materials separated by the generator for recycling.
- E. “Construction and Demolition Debris Solid Waste”-
 - 1. Solid Waste from construction, remodeling and repair of buildings, roads and other structures and from demolition of buildings, roads and other structures, except for materials separated by the generator for recycling.
 - 2. Construction and Demolition Debris Solid Waste does not include asbestos waste, lead paint or materials with lead paint, contaminated soils or regulated hazardous waste.
 - 3. Any Construction and Demolition Solid Waste contaminated with mixed municipal

- solid waste shall be considered Mixed Municipal Solid Waste.
- F. “Contaminated”- Not in its pure state; tainted, purified or polluted.
 - G. “Mixed Municipal Solid Waste”-
 - 1. Garbage, refuse and other Solid Waste that the generator of the waste aggregates for collection, except as provided in subsection 2 of this definition.
 - 2. Mixed Municipal Solid Waste does not include auto hulks, street sweepings, ash, construction and demolition debris, mining waste, sludge, tree waste, waste from agricultural activities, tires, lead acid batteries, motors, vehicle fluids and filters or materials separated by the generator for recycling.
 - H. “Multiple Dwelling”- Any building used for residential purposes consisting of more than one dwelling unit with individual kitchen facilities.
 - I. “Recyclable Materials”- Materials such as office paper, newsprint, glass, bottles, jars, aluminum cans, tin cans, recyclable plastics or other materials designated for separation by the Director of Public Works.
 - J. “Refuse”- includes all drained organic material resulting from food preparation, spoiled or decayed food from any source, contaminated bottles, cans glassware, paper or paper products, crockery, rags, discarded clothing, and other waste products, except human waste or waste resulting from building construction or demolition, except for recyclable materials designated by the Public Works Director.
 - K. “Residential Dwelling”- Any single family building with a kitchen facility.
 - J. “Responsible Tenant” – Any occupant, tenant, owner, manager, operator or custodian of any Residential Dwelling or Multiple Dwelling and any person owning or operating a Commercial or Industrial Establishment in the Village.
 - M. “Solid Waste”- Has the meaning given to it in §74-9-3N NMSA 1978 as amended.
 - N. “Source Separation”- To divide or separate out from the main body, to make distinguishable from, to isolate, to seclude.
 - O. **“Wildlife Proof Refuse Container” – means a fully enclosed metal container with a metal lid, or a Village approved Polycart, both of which prevent access to the contents by wildlife.**
 - P. **“Wildlife” means any non-domestic animal indigenous to the Village of Taos Ski Valley area including, but not limited to, bear, elk, deer, raccoon, coyote, beaver, skunk, badger, bobcat, mountain lion, porcupine, fox and magpie.**
 - Q. “Yard Waste”- Garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste and prunings.

SECTION 3. VILLAGE SERVICE; RESIDENTIAL COLLECTION REQUIREMENTS.

The Village has for many years operated a Village Mixed Solid Waste and Recyclable Materials Service (Village Service) and all Responsible Tenants of Residential and Multiple Dwelling have collected their Solid Waste and transported it to the Village Service center. All such tenants, as well as generators of Commercial and Industrial Solid Waste shall only dispose of their Solid Waste via the Village Service and shall not dispose of it within the Village by any other means. However, in

unusual cases where the disposal of Solid Waste through the Village Service is impractical or where large quantities of excess volumes need to be disposed of, the generator may, upon receiving written approval from the Public Works Director, transport and dispose of such Solid Waste pursuant to Federal, State and County laws and at facilities permitted under such laws.

SECTION 4. STORAGE AND DISPOSAL.

- 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, **wildlife proof refuse** containers. The containers shall be maintained in a clean and sanitary condition. Large items may be disposed of by the Tenant in a manner approved by the Public Works Director. All Mixed Municipal Solid Waste shall be separated from the Recyclable Materials prior to disposal, except if the Recyclable Materials have been contaminated.
- 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, **wildlife proof refuse containers** and enclosed in plastic bags.
- C. The Village will provide for disposal of all Mixed Municipal Solid Waste and Recyclable Materials in a sanitary manner to insure the health, safety and welfare of its visitors and residents, and shall set all fees and charges in relation thereto, under such terms and conditions as the Village may, from time to time, deem appropriate. The Village may collect such fees and charges in a civil action as provided by law. Disposal of Recyclable Materials shall be as follows: Glass bottles, jars, aluminum and tin cans, and recyclable plastics shall be cleaned, rinsed and placed in separate paper bags. Lids and caps shall be removed. All items will be deposited in the appropriate container at the recyclable materials site. No window glass, light bulbs or ceramic glass will be accepted. Newsprint, magazines, catalogs, glossy paper and office paper shall be bundled and tied or placed in grocery sized paper bags. All paper must be kept dry. Cardboard and boxes shall be flattened for disposal. Cereal, Kleenex and similar boxes are acceptable. No waxed cardboard is permitted. All plastic bottles and food containers are acceptable (numbered 1 through 7). All containers shall be clean. No plastic swimming pools, tricycles, toys or similar materials are accepted. Remove all caps and lids. No plastic bags or Styrofoam are accepted. Paper bags shall be used when bagging these items. All Recyclable Materials stored in paper or plastic bags shall be removed from said bags when disposed of at the Solid Waste site and placed in the appropriate bins. Failure to empty the bags causes contamination of the entire bin of recyclable materials.
The Public Works Director may amend or expand preparation requirements.
- D. Ownership of the Mixed Municipal Solid Waste or designated Recyclable Materials shall be vested in the Village upon disposal at the Solid Waste site.
- E. It is unlawful to store organic waste unless it is drained, wrapped and/or stored in a leak-

resistant container.

SECTION 5 DISPOSAL:

It is unlawful for any person to dispose of or deposit any nonrecyclable material, waste, garbage, rubbish, offal or the body of a dead animal, in any place within the Village except as provided in this ordinance. It is unlawful for any person to dispose of or deposit nonrecyclable materials in a recyclable materials bin.

SECTION 6 FIRE DANGER

It is unlawful for any person to store, deposit or dispose of any Waste which is in flames or heated to the point where it could cause a danger of fire in other Waste.

SECTION 7 SPRING AND FALL CLEANUP

Notwithstanding any other provision of this ordinance, in order to facilitate the spring and fall cleanup, Responsible Tenants may deposit in the special bins provided large items for disposal.

SECTION 8 SPECIAL WASTE DISPOSAL

The Village service can provide for a separate disposal of various problem materials not normally allowed to be disposed of in the bins provided. This includes nonhazardous wastes. Arrangement for special disposal of specific Wastes or Recyclable Materials must be by permission in writing from the Village Public Works Director and accomplished under his direction. Management of all such Waste must be at State, County or other local facilities.

SECTION 9 VIOLATIONS

- A. Any person who violates any provision of this ordinance shall be subject to a fine of **\$500.00**. Each day a violation continues shall constitute a separate offense.
- B. This Ordinance, in addition to other remedies, may be enforced by injunction, action or compel performance or other appropriate remedies in District Court to prevent, restrain, correct or abate violations.

SECTION 10 RIGHT OF APPEAL

Any person aggrieved by a decision of the Village Public Works Director in accordance with the provisions of this Ordinance shall have the right to appeal the decision by serving the Village Administrator or Clerk with a request for hearing before the Village Council. The request for

hearing must be served within 30 days after the date of decision by the Public Works Director.

PASSED, APPROVED AND ADOPTED this _____ day of January, 2018.

Vote: For _____ Against _____

Neal King, Mayor

ATTEST:

Ann M. Wooldridge, Village Clerk

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: **Introduction: Consideration to Approve Ordinance No. 2018-65
Rescinding Ordinance No. 2012-33 Personnel Ordinance**

DATE: December 12, 2017

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village Council adopted Ordinance No. 2003-33 in fiscal year 2003 to establish a personnel policy manual. This ordinance was then amended in 2012 by Ordinance No. 2012-33.

Although the Council passed a resolution rescinding the personnel ordinance, only an ordinance can rescind another ordinance. The adoption of this ordinance will serve the same purpose intended by the adoption of the June 2017 resolution.

RECOMMENDATION: As this is the first reading of **Ordinance No. 2018-65**, no action is necessary at this time.

VILLAGE OF TAOS SKI VALLEY

ORDINANCE NO. 2018-65

AN ORDINANCE RESCINDING ORDINANCE NO. 2012-33 PERSONNEL ORDINANCE.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY
HEREINAFTER "THE VILLAGE"**

That Personnel Ordinance 12-33 is hereby rescinded and converted to a Village Policy.

EFFECTIVE DATE:

The effective date will be January 16, 2018, after the second reading of said Ordinance and upon a vote of approval by the Village Council.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2018.

Vote: For____, Against: _____

ATTEST:

Mayor

Village Clerk

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2018-346, a Resolution Authorizing a Regular Municipal Election to be Held on March 6, 2018

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

The next election of municipal officers will be held on March 6, 2018. There is one Mayor position to be filled, as well as two Councilor positions. All declarations of candidacy shall be filed with the Village Clerk on Tuesday, January 9, 2018 between the hours of 8:00 a.m. and 5:00 p.m. The election will be held at the Snakedance Condominiums at 110 Sutton Place, Taos Ski Valley, NM, in the room off of the lobby. Snakedance Condominiums will be providing a short-term parking spot for voters, as well as a handicapped accessible parking spot.

Absentee voting begins on January 30, 2018 and ends on Friday, March 2, 2018. Early voting on paper ballots begins on Wednesday, February 14, 2018 and closing at 5:00 p.m. on Friday, March 2, 2018.

RECOMMENDATION: Motion to approve Resolution No. 2016-300, Authorizing a Regular Municipal Election to be Held on March 6, 2018

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

ELECTION RESOLUTION

Village of Taos Ski Valley
Resolution No. 2018-346

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

- A. A regular municipal election for the election of municipal officers shall be held on March 6, 2018. Polls will open at 7:00 A.M. and close at 7:00 P.M.
- B. At the regular municipal election, persons shall be elected to fill the following elective offices:
1. ONE Mayor for a four year term
 2. ONE Councilor for a four year term
 3. ONE Councilor for a four year term
- C. The following location is designated as a polling place for the conduct of the regular municipal election:
- Voters in the Village of Taos Ski Valley, Precinct 33, shall vote at the Snakedance Condominiums, located at 110 Sutton Place, Taos Ski Valley, NM.
- D. Absentee Voting. Applications for absentee ballots may be obtained only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 5:00 p.m., March 2, 2018. After 5:00 p.m. on March 2, 2018, all unused absentee ballots will be publicly destroyed by the Municipal Clerk. The Municipal Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voter's immediate family, or by the caregiver to the voter until 7:00 p.m. on March 6, 2018.
- Absentee ballots may be marked in person in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, January 30, 2018 and closing at 5:00 p.m. on Friday, March 2, 2018.
- Early Voting. Early voting on paper ballots will be conducted in the office of the Municipal Clerk during the regular hours and days of business, beginning on Wednesday, February 14, 2018 and closing at 5:00 p.m. on Friday, March 2, 2018.
- E. Persons desiring to register to vote at the regular municipal election must register with the County Clerk of Taos County not later than Tuesday, February 6, 2018 at 5:00 P.M., the date on which the County Clerk will close registration books.
- F. All Declarations of Candidacy shall be filed with the Municipal Clerk on Tuesday, January 9, 2018 between the hours of 8:00 A.M. and 5:00 P.M.
- G. The casting of votes by qualified municipal electors shall be recorded on paper ballots counted by hand.

Adopted and approved this 12th day of December, 2017.

Neal King, Mayor _____

ATTEST: Ann M. Wooldridge, Municipal Clerk _____

cc: County Clerk
Secretary of State

RESOLUCION DE ELECCION

Village of Taos Ski Valley
Resolución Núm. 2018-346

Sea resuelto por el cuerpo gobernante de la Aldea de Taos Ski Valley que:

- A. Una elección municipal regular para la elección de oficiales municipales se llevará a cabo el 6 de marzo de 2018. Lugares de votación estarán abiertas al público entre las horas de las 7:00 A.M. y las 7:00 P.M.
- B. En la elección municipal regular, individuos serán elegidos para ocupar los siguientes cargos electivos:
 - 1. Un Alcalde por un termino de cuatro años
 - 2. Un Consejal por un termino de cuatro años
 - 3. Un Consejal por un término de cuatro años
- C. El siguiente local es designado como local para votar para llevar a cabo la elección municipal regular:
Los votantes en el Recinto 33 votarán en el Snakedance Condominiums, 110 Sutton Place, Valle de Esquí Taos, Nuevo Mexico
- D. Votación en Ausencia. Solicitudes para obtener balotas para votar en ausencia pueden ser obtenidas únicamente de la oficina de la Escribana de la Municipalidad. La Escribana de la Municipalidad debe llevar y aceptar todas las solicitudes para obtener una balota para votar en ausencia antes de las 5:00 p.m. el 2 de marzo de 2018. A partir de las 5:00 p.m. el 2 de marzo de 2018, la Escribana de la Municipalidad públicamente destruirá todas las balotas no utilizadas. La Escribana de la Municipalidad aceptará las balotas completadas por la votante que emite su balota, con el fin de votar en ausencia, que se le entregue por correo o en persona, de un miembro de la familia inmediata de la votante, o del conserje al votante hasta las 7:00 p.m. el 6 de marzo de 2018.

Las balotas para votar en ausencia se pueden marcar en persona en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el martes, 30 de enero de 2018 y terminando a las 5:00 p.m. el viernes, 2 de marzo de 2018.

Votación por Anticipado. Votación por anticipado, de papeleta, ocurrá en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el miércoles, 14 de febrero de 2018 y terminando a las 5:00 p.m. el viernes, 2 de marzo de 2018.
- E. Las personas que deseen registrarse para votar en la elección municipal regular, tienen que registrarse con la Escribana del Condado de Taos condado a más tardar el martes, 6 de febrero de 2018 a las 5:00 P.M., la fecha en que la Escribana del Condado cerrara los libros del registro.
- F. Se archivará todas las Declaraciones de Candidatura con la Escribana Municipal el martes, 9 de enero de 2018 entre las horas de las 8:00 A.M. y las 5:00 P.M.
- G. Se hará un record de los votos de los electores municipales calificados en papeletas y contado de mano.

2018
Municipal Election

Adoptada y aprobada este día 12 de Diciembre de 2017.

Neal King, Alcalde_____

Da fe:
Ann M. Wooldridge, Escribana Municipal

cc: County Clerk
Secretary of State

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve First Amendment to 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: December 12, 2017

PRESENTED BY: Mark G. Fratrack, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Yes

BACKGROUND INFORMATION:

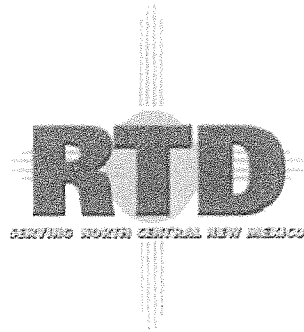
At the November 2017 Council meeting, Council approved the MOA between the Village of Taos Ski Valley and the RTD for the purpose of providing transportation service for the 2017-2018 Ski Season. Service will run from December 15, 2017 and go through March 25, 2018.

The approved MOA with RTD included \$46,340.00 for the service dates above, which 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 put in would be \$34,340.00. The Lodger's Tax Board voted to approve this amount at their November 1, 2017 meeting, from Lodger's 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 1/8 (or .125%) GRT from the Village of Taos Ski Valley for services.

Attached is the first amendment to the agreement with the revised exhibit A. This amendment will provide the additional services of two more weekday and two more weekend day runs that were requested. Total cost for the amendment for two additional daily runs for the dates in question is \$20,774.00. The Village will split this cost three ways with the Town of Taos and Taos County.

RECOMMENDATION: Approval of the first amendment to the MOA between the Village of Taos Ski Valley and the RTD providing transportation during the 2017/18 ski season.



FIRST AMENDMENT TO
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 First Amendment to the Memorandum of Agreement (the “Agreement”) is entered into as of this ____ day of _____ 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 Parties enter into an Agreement to provide bus service to the Village of Taos Ski Valley for 2017; and

WHEREAS, the Agreement called for limited services that the parties now wish to increase; and,

WHEREAS, this First Amendment is intended to increase both the scope of services provided by the District and the compensation for the services provided by the Village.

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

Sections 1, 4 and Exhibit A of the Agreement are hereby amended as follows. The remaining provisions of the Agreement shall remain in full force and effect.

1. Services Provided by the NCRTD. The District will provide bus service consistent with the revised 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 Parties jointly agree 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. The expanded services provided for under this First Amendment shall be conditional upon the District's ability to hire and retain an additional driver to provide the additional services.

4. Sum Paid to the District. The Village agrees to pay the sum of \$67,114.00 consisting of \$46,340.00 due under the original Agreement and an additional \$20,774.00 due under this First Amendment 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. Payment for the expanded services provided for under this First Amendment shall be conditional upon the District's ability to hire and retain and additional driver to provide the additional services.

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:

Original

341 TSV Green

Exhibit "A"

WEEKDAY SERVICE Northbound									
Sagebrush Inn	Hampton Inn	Paseo del Pueblo Sur & Roy Rd	Quality Inn	Sun God Lodge/Don Fernando	9-5 Printing/	Re-Max	El Camino Lodge	Pueblo Alegre Mall	Kit Carson Park (Downtown)
7:35 AM	7:38 AM	7:40 AM	7:45 AM	7:48 AM	7:48 AM	7:50 AM	7:52 AM	7:55 AM	8:00 AM
8:00 AM	8:03 AM	8:05 AM	8:10 AM	8:13 AM	8:13 AM	8:15 AM	8:17 AM	8:20 AM	8:30 AM
10:30 AM	10:33 AM	10:35 AM	10:40 AM	10:43 AM	10:43 AM	10:45 AM	10:47 AM	10:50 AM	11:00 AM
2:55 PM	2:58 PM	3:00 PM	3:05 PM	3:08 PM	3:08 PM	3:10 PM	3:12 PM	3:15 PM	3:25 PM
3:55 PM	3:58 PM	4:00 PM	4:05 PM	4:08 PM	4:08 PM	4:10 PM	4:12 PM	4:15 PM	4:25 PM
WEEKDAY SERVICE Southbound									
TSV Lot near Warming Hut	NM 150 Rd @ NM 230 Rd	Arroyo Seco Community Center	Lymon Rd / Las Animas Rd	Taos Solar Center	North Lotaburger	Re-Max	El Pueblo Lodge	Kit Carson Park (Downtown)	El Monte Sagrado
8:50 AM	9:00 AM	9:04 AM	9:06 AM	9:10 AM	9:18 AM	9:18 AM	9:20 AM	9:23 AM	9:28 AM
9:10 AM	9:20 AM	9:24 AM	9:26 AM	9:30 AM	9:38 AM	9:38 AM	9:40 AM	9:43 AM	9:48 AM
11:50 AM	12:00 PM	12:04 PM	12:06 PM	12:10 PM	12:18 PM	12:18 PM	12:20 PM	12:23 PM	12:28 PM
4:10 PM	4:20 PM	4:24 PM	4:26 PM	4:30 PM	4:38 PM	4:38 PM	4:40 PM	4:43 PM	4:48 PM
5:10 PM	5:20 PM	5:24 PM	5:26 PM	5:30 PM	5:38 PM	5:38 PM	5:40 PM	5:43 PM	5:48 PM
WEEKEND SERVICE Northbound									
Sagebrush Inn	Hampton Inn	Paseo del Pueblo Sur & Roy Rd	Quality Inn	Sun God Lodge/Don Fernando	9-5 Printing/	Re-Max	El Camino Lodge	Pueblo Alegre Mall	Kit Carson Park (Downtown)
7:30 AM	7:38 AM	7:40 AM	7:45 AM	7:48 AM	7:48 AM	7:50 AM	7:52 AM	7:55 AM	8:00 AM
7:45 AM	7:53 AM	7:55 AM	8:00 AM	8:03 AM	8:03 AM	8:05 AM	8:07 AM	8:10 AM	8:15 AM
8:15 AM	8:23 AM	8:25 AM	8:30 AM	8:33 AM	8:33 AM	8:35 AM	8:37 AM	8:40 AM	8:45 AM
10:55 AM	11:03 AM	11:05 AM	11:10 AM	11:13 AM	11:13 AM	11:15 AM	11:17 AM	11:20 AM	11:25 AM
2:55 PM	3:03 PM	3:05 PM	3:10 PM	3:13 PM	3:13 PM	3:15 PM	3:17 PM	3:20 PM	3:25 PM
3:25 PM	3:33 PM	3:35 PM	3:40 PM	3:43 PM	3:43 PM	3:45 PM	3:47 PM	3:50 PM	3:55 PM
3:55 PM	4:03 PM	4:05 PM	4:10 PM	4:13 PM	4:13 PM	4:15 PM	4:17 PM	4:20 PM	4:25 PM
WEEKEND SERVICE Southbound									
TSV Lot near Warming Hut	NM 150 Rd @ NM 230 Rd	Arroyo Seco Community Center	Lymon Rd / Las Animas Rd	Taos Solar Center	North Lotaburger	Re-Max	El Pueblo Lodge	Kit Carson Park (Downtown)	El Monte Sagrado
8:50 AM	9:00 AM	9:04 AM	9:06 AM	9:10 AM	9:18 AM	9:18 AM	9:20 AM	9:23 AM	9:28 AM
9:05 AM	9:15 AM	9:19 AM	9:21 AM	9:25 AM	9:33 AM	9:33 AM	9:35 AM	9:38 AM	9:43 AM
9:35 AM	9:45 AM	9:49 AM	9:51 AM	9:55 AM	10:03 AM	10:03 AM	10:05 AM	10:08 AM	10:13 AM
12:10 PM	12:20 PM	12:24 PM	12:26 PM	12:30 PM	12:38 PM	12:38 PM	12:40 PM	12:43 PM	12:48 PM
4:10 PM	4:20 PM	4:24 PM	4:26 PM	4:30 PM	4:38 PM	4:38 PM	4:40 PM	4:43 PM	4:48 PM
4:40 PM	4:50 PM	4:54 PM	4:56 PM	5:00 PM	5:08 PM	5:08 PM	5:10 PM	5:13 PM	5:18 PM
5:10 PM	5:20 PM	5:24 PM	5:26 PM	5:30 PM	5:38 PM	5:38 PM	5:40 PM	5:43 PM	5:48 PM

ENHANCING YOUR RIDING EXPERIENCE
The NCRD "Blue Bus" is committed to providing a safe and comfortable experience. We kindly ask that for your benefit and that of your fellow passengers you respect the guidelines and rules outlined below so you can continue to enjoy the service.

- FOR EVERYONE'S SAFETY:
- Vehicles are equipped with video and audio surveillance
 - Please remain seated while the vehicle is in motion
 - Children under the age of 10 must be accompanied by an adult or guardian
 - Seats to accommodate strollers and snowboards are provided
 - Strollers, inflated tubes or anything that could obstruct the aisle or seats will not be allowed
 - NO CHAIRS OR COTTAGES FOR EACH OTHER
 - Please avoid playing music that can be heard by others
 - Appropriate clothing must be worn (shirt, pants/bottoms and shoes)
 - We love little furry friends, however only service/guide animals necessary for travel by passengers

WE TAKE PRIDE IN KEEPING OUR BUSES CLEAN FOR YOU TO HELP US:

- Food in a sealed container is okay, but eating is not permitted on the bus
- Only non-alcoholic beverages in a sealed hard container can be consumed
- Please don't put your feet on your seat or back of the seat in front of you
- Please use trash receptacles buses and at stops

- DRIVERS HAVE THE RESPONSIBILITY TO REFUSE SERVICE WHEN THEY SEE:
- Smoking on the bus
 - Open alcoholic beverages
 - Illegal drugs
 - Offensive threatening language
 - Beligient behavior
 - Weapons
- LOST ITEMS:
- While the NCRD is not responsible for lost or stolen items, we encourage you to notify the RTD at 866-206-0754 to see if it's been recovered
- Lost and found items are only kept for 30 days

The North Central Regional Transit District (NCRD) is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR part 2, and all related regulations and directives. NCRD assures that no person shall on the grounds of religion, race, color, national origin, gender, age, disability, income status or English proficiency be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any NCRD program, activity or service.

The NCRD will not discriminate on the basis of race, color, or national origin in the delivery of service. To obtain more information on our nondiscrimination policy, so file a Title VI complaint, contact us at: NCRD, 500 West 10th Street, 56701, Bismarck, ND 58501.

NCRD has a commitment to be a better place to work, and a better place to live. We are committed to providing a safe and comfortable experience for all who use our services. We are committed to providing a safe and comfortable experience for all who use our services. We are committed to providing a safe and comfortable experience for all who use our services.

Proposed Amended

ENHANCING YOUR RIDING EXPERIENCE

The NCRD "Blue Bus" is committed to providing a safe and comfortable experience. We kindly ask that for your benefit and that of your fellow passengers you respect the guidelines and rules outlined below so you can continue to enjoy the service.



FOR EVERYONE'S SAFETY:

- Vehicles are equipped with video and audio surveillance
 - Please remain seated while the vehicle is in motion
 - Children under the age of 10 must be accompanied by an adult or guardian
 - Racks to accommodate skis and snowboards are provided
 - Sleds, inflated tubes or anything that could obstruct the aisle or seats will not be allowed
- OUT OF COURTESY FOR EACH OTHER:
- Please avoid playing music that can be heard by others
 - Please avoid talking loudly on your cell phone
 - Appropriate clothing must be worn (shirt, pants/bottoms and shoes)
 - Animals are allowed on buses under one of the following exceptions:
 - Service animals necessary for travel by passengers with disabilities
 - Animals that can be safely transported in a carrier

WE TAKE PRIDE IN KEEPING OUR BUSES CLEAN FOR YOU! TO HELP US:

- Food in a sealed container is okay, but eating is not permitted on the bus
 - Only non-alcoholic beverages in a sealed hard container can be consumed
 - Please don't put your feet on your seat or back of the seat in front of you
 - Please use trash receptacles on the bus and at the bus stops
- DRIVERS HAVE THE RESPONSIBILITY TO REFUSE SERVICE WHEN THEY SEE:
- Smoking on the bus
 - Open alcoholic beverages
 - Illegal drugs
 - Offensive or threatening language
 - Belligerent behavior
 - Weapons

LOST ITEMS?
While the NCRD is not responsible for lost or stolen items, we encourage you to notify the RTD at 866-206-0754 to see if it's been recovered

- Lost and found items are only kept for 30 days

Schedule may be subject to change.
For the latest in route information visit:
RideTheBlueBus.com

Northbound Midweek Service											
Trip No.	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn
1N	7:35	7:38	7:40	7:45	7:48	7:50	7:52	7:55	8:00	8:05	8:10
2N	8:00	8:03	8:05	8:10	8:13	8:15	8:17	8:20	8:25	8:30	8:35
3N	10:30	10:33	10:35	10:40	10:43	10:45	10:47	10:50	10:55	11:00	11:05
4N	12:15	12:18	12:20	12:25	12:28	12:30	12:32	12:35	12:40	12:45	12:50
5N	2:55	2:58	3:00	3:05	3:08	3:10	3:12	3:15	3:20	3:25	3:30
6N	3:55	3:58	4:00	4:05	4:08	4:10	4:12	4:15	4:20	4:25	4:30
7N	6:25	6:28	6:30	6:35	6:38	6:40	6:42	6:45	6:50	6:55	7:00
Southbound Midweek Service											
Trip No.	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn
1S	8:50	9:00	9:04	9:06	9:10	9:18	9:20	9:23	9:28	9:33	9:38
2S	9:10	9:20	9:24	9:26	9:30	9:38	9:40	9:43	9:48	9:53	9:58
3S	11:50	12:00	12:04	12:06	12:10	12:18	12:20	12:23	12:28	12:33	12:38
4S	1:35	1:45	1:49	1:51	1:55	2:03	2:05	2:08	2:13	2:18	2:23
5S	4:10	4:20	4:24	4:26	4:30	4:38	4:40	4:43	4:48	4:53	4:58
6S	5:10	5:20	5:24	5:26	5:30	5:38	5:40	5:43	5:48	5:53	5:58
7S	7:45	7:55	7:59	8:01	8:05	8:13	8:15	8:18	8:23	8:28	8:33
Northbound Weekend Service											
Trip No.	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn
1N	7:30	7:33	7:35	7:40	7:43	7:45	7:47	7:50	7:55	8:00	8:05
2N	7:45	7:48	7:50	7:55	7:58	8:00	8:02	8:05	8:10	8:15	8:20
3N	8:15	8:18	8:20	8:25	8:28	8:30	8:32	8:35	8:40	8:45	8:50
4N	10:55	10:58	11:00	11:05	11:08	11:10	11:12	11:15	11:20	11:25	11:30
5N	11:25	11:28	11:30	11:35	11:38	11:40	11:42	11:45	11:50	11:55	12:00
6N	2:55	2:58	3:00	3:05	3:08	3:10	3:12	3:15	3:20	3:25	3:30
7N	3:25	3:28	3:30	3:35	3:38	3:40	3:42	3:45	3:50	3:55	4:00
8N	3:55	3:58	4:00	4:05	4:08	4:10	4:12	4:15	4:20	4:25	4:30
9N	6:25	6:28	6:30	6:35	6:38	6:40	6:42	6:45	6:50	6:55	7:00
Southbound Weekend Service											
Trip No.	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn	Passo del Pueblo Sur & Chumisa Rd Hampton Inn
1S	8:50	9:00	9:04	9:06	9:10	9:18	9:20	9:23	9:28	9:33	9:38
2S	9:05	9:15	9:19	9:21	9:25	9:33	9:35	9:38	9:43	9:48	9:53
3S	9:35	9:45	9:49	9:51	9:55	10:03	10:05	10:08	10:13	10:18	10:23
4S	12:10	12:20	12:24	12:26	12:30	12:38	12:40	12:43	12:48	12:53	12:58
5S	12:45	12:55	12:59	1:01	1:05	1:13	1:15	1:18	1:23	1:28	1:33
6S	4:10	4:20	4:24	4:26	4:30	4:38	4:40	4:43	4:48	4:53	4:58
7S	4:40	4:50	4:54	4:56	5:00	5:08	5:10	5:13	5:18	5:23	5:28
8S	5:10	5:20	5:24	5:26	5:30	5:38	5:40	5:43	5:48	5:53	5:58
9S	7:45	7:55	7:59	8:01	8:05	8:13	8:15	8:18	8:23	8:28	8:33

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Memorandum of Agreement VTSV-2018-10 in the Amount of \$67,114.00 Between the Village of Taos Ski Valley and the Town of Taos for the Purpose of Providing Transportation Service for the 2017-18 Ski Season

DATE: December 12, 2017

PRESENTED BY: Mark G. Fratrack, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

This is a memorandum of agreement renewed on an annual basis between the Village of Taos Ski Valley and the Town of Taos for the purpose of providing transportation service for the 2017-2018 ski season, to run between December 15, 2017 and March 25, 2018. Of the \$67,114.00, the Town of Taos will reimburse the Village \$19,600.00; Taos County would reimburse the Village \$7,000.00. The Village's portion after reimbursements would be \$40,514.00. These amounts include the amendment amount for the two additional daily runs.

RECOMMENDATION: Discussion and approval of Memorandum of Agreement VTSV-2018-10 between the Village of Taos Ski Valley and the Town of Taos providing transportation during the ski season.



MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE VILLAGE OF TAOS SKI VALLEY
AND THE TOWN OF TAOS
UTILIZING THE NORTH CENTRAL RURAL TRANSIT DISTRICT
TO PROVIDE A BUS LINE ROUTE
BETWEEN THE TOWN OF TAOS AND THE VILLAGE OF TAOS SKI VALLEY

This Memorandum of Agreement is entered into this _____ day of December 2017, by and between the Town of Taos ("Town"), a duly organized and incorporated municipality in the State of New Mexico, and the Village of Taos Ski Valley ("Village"), a duly organized and incorporated municipality in the State of New Mexico for the purpose of utilizing the North Central Rural Transit District (NCRTD) to operate a bus line (Taos Chile Line) route between the Town of Taos and the Village.

WHEREAS, the Village has entered into an MOA (attached) with NCRTD to operate a bus line route between the Town of Taos and the Village for the 2017/18 ski season dates of December 15, 2017 to through March 25, 2017;

WHEREAS, the NCRTD is requesting \$46,340.00 (a 5% increase) to operate the same schedule as the previous year and requesting \$20,774.00 (amendment to MOA required) to operate additional two daily runs for the Taos Chile Line for the 2017/18 ski season, for a total of \$67,114.00;

WHEREAS, the Village has committed \$40,514.00, the Town of Taos has committed \$19,600.00, and the Taos County has committed \$7,000.00 to fund the Taos Chile Line 2017/18 ski season operations;

WHEREAS, the NCRTD has worked with the Village, the Town, and County on the Taos Chile Line service schedules (attached);

WHEREAS, all parties understand that this service will provide needed and convenient bus service for employees and to encourage tourism;

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

1. Service Provided. Bus services provided are outlined on service schedules (attachment A) and dependent on the terms in the MOA between NCRTD and the Village. No fares will be charged.

2. Term of Service. Funding is for full bus service from December 15, 2017 to through March 25, 2018.
3. Sum Paid to the Village. The Village will act as the fiscal agent with NCRTD. Once supporting documentation is provided that the Village has expended funds to the NCRTD, the Town agrees to pay the sum of \$19,600.00 to the Village.
4. 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 hereto 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.
5. Appropriations and Authorizations. This Agreement is contingent upon there being sufficient appropriations available and sufficient legal authority. Each party shall be the sole and final determiner of whether sufficient appropriations and legal authority exist for their local government. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.
6. Termination. This Agreement 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 day of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective thirty (30) days from the time of delivery to the other party (personally or at his/her office) or when delivered to the Town Office or Village Office. If the Town terminates this contract, no refund will be forthcoming from the Village. In no event shall termination nullify obligations of either party prior to the effective date of termination.
7. 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.
8. 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.
9. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

10. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the Village/Town. Any legal proceeding brought against the Town, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, and State of New Mexico.

11. Illegal Acts. Pursuant to N.M.S.A. 1978 (as amended), § 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.

TOWN OF TAOS

Daniel R. Barrone, Mayor

Date signed

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:

Town Attorney

Date signed

VILLAGE OF TAOS SKI VALLEY

Neal King, Mayor

Date signed

ATTEST:

Ann M. Wooldridge, Village Clerk

APPROVED AS TO FORM

Village Attorney

Date signed

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Memorandum of Agreement VTSV-2018-11 in the Amount of \$67,114.00 Between the Village of Taos Ski Valley and the Taos County for the Purpose of Providing Transportation Service for the 2017-18 Ski Season

DATE: December 12, 2017

PRESENTED BY: Mark G. Fratrack, Village Administrator

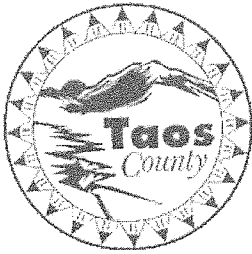
STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

This is a memorandum of agreement between the Village of Taos Ski Valley and the Taos County for the purpose of providing transportation service for the 2017-2018 Ski Season which will commence on December 15, 2017 through March 25, 2018. Of the \$67,114.00, Taos County would reimburse the Village \$7,000.00; the Town of Taos will reimburse the Village \$19,600.00. The Village's portion after reimbursements would be \$40,514.00. These amounts include the amendment amount for the two additional daily runs.

RECOMMENDATION: Discussion and approval of Memorandum of Agreement VTSV-2018-11 between the Village of Taos Ski Valley and the Taos County providing transportation during the ski season.



MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE VILLAGE OF TAOS SKI VALLEY
AND TAOS COUNTY
UTILIZING THE NORTH CENTRAL RURAL TRANSIT DISTRICT
TO PROVIDE A BUS LINE ROUTE
BETWEEN TOWN OF TAOS/TAOS COUNTY AND THE VILLAGE OF TAOS SKI VALLEY

This Memorandum of Agreement is entered into this _____ day of December 2017, by and between Taos County ("County"), a duly organized and incorporated municipality in the State of New Mexico, and the Village of Taos Ski Valley ("Village"), a duly organized and incorporated municipality in the State of New Mexico for the purpose of utilizing the North Central Rural Transit District (NCRTD) to operate a bus line (Taos Chile Line) route between Taos County and the Village.

WHEREAS, the Village has entered into an MOA (attached) with NCRTD to operate a bus line route between Taos County and the Village for the 2017/18 ski season dates of December 15, 2017 to through March 25, 2017;

WHEREAS, the NCRTD is requesting \$46,340.00 (a 5% increase) to operate the same schedule as the previous year and requesting \$20,774.00 (amendment to MOA required) to operate additional two daily runs for the Taos Chile Line for the 2017/18 ski season, for a total of \$67,114.00;

WHEREAS, the Village has committed \$40,514.00, Taos County has committed \$19,600.00, and the Taos County has committed \$7,000.00 to fund the Taos Chile Line 2017/18 ski season operations;

WHEREAS, the NCRTD has worked with the Village, the Town, and County on the Taos Chile Line service schedules (attached);

WHEREAS, all parties understand that this service will provide needed and convenient bus service for employees and to encourage tourism;

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

1. Service Provided. Bus services provided are outlined on service schedules (attachment A) and dependent on the terms in the MOA between NCRTD and the Village. No fares will be charged.

2. Term of Service. Funding is for full bus service from December 15, 2017 to through March 25, 2018.
3. Sum Paid to the Village. The Village will act as the fiscal agent with NCRTD. Once supporting documentation is provided that the Village has expended funds to the NCRTD, the County agrees to pay the sum of \$7,000.00 to the Village.
4. 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 hereto 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.
5. Appropriations and Authorizations. This Agreement is contingent upon there being sufficient appropriations available and sufficient legal authority. Each party shall be the sole and final determiner of whether sufficient appropriations and legal authority exist for their local government. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.
6. Termination. This Agreement 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 day of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective thirty (30) days from the time of delivery to the other party (personally or at his/her office) or when delivered to the County Office or Village Office. If the County terminates this contract, no refund will be forthcoming from the Village. In no event shall termination nullify obligations of either party prior to the effective date of termination.
7. 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.
8. 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.
9. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

10. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the Village/County. Any legal proceeding brought against the County, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, and State of New Mexico.

11. Illegal Acts. Pursuant to N.M.S.A. 1978 (as amended), § 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.

TAOS COUNTY

Daniel R. Barrone, Mayor

Date signed

ATTEST:

Anna Martinez, County Clerk

APPROVED AS TO FORM:

County Attorney

Date signed

VILLAGE OF TAOS SKI VALLEY

Neal King, Mayor

Date signed

ATTEST:

Ann M. Wooldridge, Village Clerk

APPROVED AS TO FORM

Village Attorney

Date signed

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Contract No. VTSV 2018-12 with Albuquerque Vault Company for Fabrication of Four Septic Holding Tanks to Replace the Defective Tanks Currently at the Taos Mountain Lodge

DATE: December 12, 2017

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village of Taos Ski Valley purchased the Taos Mountain Lodge in July of 2016. The three septic tanks at the lodge were tested but failed the test because of leakage. Because of this issue NMED will not allow anyone to inhabit the rental units or the main building of the lodge. It has since been determined that in order for ample parking that the lodge would need road traffic-bearing tanks. It was also determined that because there will be full time residents in many of the units, and the Village staff will be occupying the main house, that four tanks would be necessary to replace the original tanks. One of the tanks will be mainly for solids while the other three will be more for grey water and fewer solids. An Information for Bid was done requesting bids on the tanks. The Village received only one bid response which was from Albuquerque Vault. The total contract amount is \$21,859.80, which includes fabrication costs of \$19,500.00, and delivery of said tanks of \$2,359.80 including tax.

RECOMMENDATION: Staff recommends approval of **Contract No. VTSV – 2018-12** with Albuquerque Vault Company for the fabrication of the new septic tanks for the Taos Mountain Lodge.



VILLAGE OF TAOS SKI VALLEY PROFESSIONAL SERVICE CONTRACT

Contract No. VTSV – 2018-12

This contract is hereby made and entered into by and between the **Village of Taos Ski Valley**, a New Mexico Municipality (hereinafter "VILLAGE") and **Albuquerque Vault Company** (hereinafter "CONTRACTOR") on this **27th day of November, 2017**.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide services at the Taos Mountain Lodge as defined in the scope below; 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 fabricate septic tanks per information and specifications in attached exhibit "A" to replace defective tanks currently at the Taos Mountain Lodge, 1346 Hwy 150, Taos Ski Valley, NM 87525.
2. Address & Phone Contact. The address and phone number of Contractor is:

**Albuquerque Vault Company
300 Airport Drive
Albuquerque, NM 87121

(505) 836-4404**
3. Term. This contract shall be effective until the completion of the project no later than May 15, 2018. Once the tanks have been fabricated, an employee of the Village will verify that the tanks are completed. At this time, CONTRACTOR may invoice the Village for the tanks only, at Net 30 day terms. Should the weather be such that the tanks can be and are delivered at completion of fabrication in December 2017, the delivery charge may also be invoiced at that time. However, should the weather be such that the tanks cannot be delivered until the spring of 2018, contractor will hold the tanks at no charge to the Village and deliver when the weather allows, no later than May 15, 2018.
4. Compensation. The VILLAGE shall pay CONTRACTOR \$21,859.80 which includes: \$19,500.00 for (4) 1,500 Gallon Septic Tanks, delivery of said tanks \$2,160.00 and Gross Receipts Tax of \$199.80 for the term of this contract, per rates provided by CONTRACTOR and attached hereto.
5. Release. CONTRACTOR agrees that once the Village has accepted and approved the provided materials and that the required specifications and scope of this project has been completed, 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.
6. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.

7. 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.
8. 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.
9. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor, and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
10. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that express authority.
11. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
12. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
13. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay the applicable gross receipts taxes (GRT) on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR will use **code 20-430 for the Village of Taos Ski Valley TIDD when filing GRT at a rate of 9.25%.** Taxes will only be assessed on the delivery of the tanks to the Village of Taos Ski Valley, Taos Mountain Lodge. 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.
15. 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.

16. 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 liability insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract and provide a proof of insurance certificate.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
25. 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.
26. 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 WHEREOF, the parties have executed this Agreement as of the date first written above.

CONTRACTOR:

Albuquerque Vault Company

Contractor's GRT/CRS Number OR

Contractor's Fed. Tax ID No. or SSN

Village of Taos Ski Valley

Mark G. Fratrack, Village Administrator

APPROVED AS TO FORM:

Dennis Romero, Village Attorney

ATTESTED TO BY:

Ann Wooldridge, Village Clerk

Village of Taos Ski Valley
Village Council
Agenda Item

**AGENDA ITEM TITLE: Council Acknowledgement of the 1st Quarter Financial Data
Submitted to the Department of Finance, Local Government
Division in October 2017**

DATE: December 12, 2017

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: As per the Department of Finance, Local Government Division, it is required to have quarterly financial information submitted no later than 30 days after the close of each quarter. Staff is submitting this report to the Council for their review and acknowledgement of the financial status of the Village as of September 30, 2017.

RECOMMENDATION: A motion from the Council is requested to acknowledge the FY2017 first quarter report.

MUNICIPALITY: Village of Tao

DEPARTMENT OF FINANCE AND ADMINISTRATION

LOCAL GOVERNMENT DIVISION

Period Ending: 09/30/2017

SUBMIT TO LOCAL GOVERNMENT DIVISION NO LATER THAN 30 DAYS

AFTER THE CLOSE OF EACH QUARTER

Prepared By: N Grabowski

Nancy Grabowski

10/25/17

Date

Signature

Date

		YEAR-TO-DATE TRANSACTIONS											
Fund #	FUND NAME	BEGINNING CASH BALANCE CURRENT FY (1)	REVENUES TO DATE (2)	TRANSFERS TO DATE (3)	EXPENDITURES TO DATE (4)	ADJUSTMENTS (5)	QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5) (6)	INVESTMENTS (7)	CASH + INVESTMENTS (8)	REQUIRED RESERVES (9)	AVAILABLE CASH (8) - (9)		
101	GENERAL FUND (GF)	\$2,420,498	194,539	(17,689)	297,199	0	\$2,300,149	750,000	\$3,050,149	24,767	\$3,025,383		
201	CORRECTION	\$0	0	0	0	0	\$0	0	\$0		\$0		
202	ENVIRONMENTAL GRT	\$154,797	19,821	0	8,686	0	\$165,932	0	\$165,932		\$165,932		
206	EMS	\$1,320	5,043	0	5,276	0	\$1,087	0	\$1,087		\$1,087		
207	ENHANCED 911	\$0	0	0	0	0	\$0	0	\$0		\$0		
209	FIRE PROTECTION FUND	\$338,390	0	0	17,404	0	\$320,986	0	\$320,986		\$320,986		
211	LEPF	\$1,447	21,800	0	0	0	\$23,247	0	\$23,247		\$23,247		
214	LODGERS' TAX	\$354,745	51,650	(800)	82,504	0	\$323,091	0	\$323,091		\$323,091		
216	MUNICIPAL STREET	\$98,060	15,720	11,000	77,334	0	\$47,447	0	\$47,447		\$47,447		
217	RECREATION	\$85	0	800	794	0	\$91	0	\$91		\$91		
218	INTERGOVERNMENTAL GRANTS	\$0	0	0	0	0	\$0	0	\$0		\$0		
219	SENIOR CITIZEN	\$0	0	0	0	0	\$0	0	\$0		\$0		
223	DWI PROGRAM	\$0	0	0	0	0	\$0	0	\$0		\$0		
299	OTHER	\$444,226	11,936	0	1,582	0	\$454,580	0	\$454,580		\$454,580		
300	CAPITAL PROJECT FUNDS	\$263,100	23,366	6,689	228,697	0	\$64,458	0	\$64,458		\$64,458		
401	G. O. BONDS	\$0	0	0	0	0	\$0	0	\$0		\$0		
402	REVENUE BONDS	\$0	0	0	0	0	\$0	0	\$0		\$0		
403	DEBT SERVICE OTHER	\$27,478	0	136,602	0	0	\$164,080	0	\$164,080		\$164,080		
500	ENTERPRISE FUNDS												
	Water Fund	\$265,900	191,537	(166,602)	152,947	0	\$137,888	0	\$137,888		\$137,888		
	Solid Waste	\$0	0	0	0	0	\$0	0	\$0		\$0		
	Waste Water	\$0	0	0	0	0	\$0	0	\$0		\$0		
	Airport	\$0	0	0	0	0	\$0	0	\$0		\$0		
	Ambulance	\$0	0	0	0	0	\$0	0	\$0		\$0		
	Cemetery	\$0	0	0	0	0	\$0	0	\$0		\$0		
	Housing	\$0	0	0	0	0	\$0	0	\$0		\$0		
	Parking	\$0	0	0	0	0	\$0	0	\$0		\$0		
	Other Enterprise: O&M Maint	\$182,385	0	0	0	0	\$182,385	0	\$182,385		\$182,385		
	Other Enterprise: CWSRF Lc	\$1,903	1,548	0	0	(2,000)	\$1,451	195,000	\$196,451		\$196,451		
	Other Enterprise: Water Dept	\$65,081	0	30,000	0	0	\$95,081	0	\$95,081		\$95,081		
	Other Enterprise :Sewer Dept	\$78,550	0	0	0	0	\$78,550	0	\$78,550		\$78,550		
600	INTERNAL SERVICE FUNDS	\$0	0	0	0	0	\$0	0	\$0		\$0		
700	TRUST AND AGENCY FUNDS	\$0	0	0	0	0	\$0	0	\$0		\$0		
GRAND TOTAL		\$4,697,965	\$536,961	\$0	\$872,423	(\$2,000)	\$4,360,503	\$945,000	\$5,305,503	\$24,767	\$5,280,737		
FORM MODIFIED 12/09/08		LAST UPDATE: 12/5/17 1:39 PM											

FORM MODIFIED 12/09/08

LAST UPDATE: 12/5/17 1:39 PM

Village of Taos Ski Valley

Village Council

Agenda Item

AGENDA ITEM TITLE: Discussion and Consideration to Approve of Hiring a Professional Company to Study and Submit Recommendations and Protocols for the Village of Taos Ski Valley in the Event of an Active Shooter

DATE: December 12, 2017

PRESENTED BY: Councilor Bennett and Chief Andy Bilardello

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: No

BACKGROUND INFORMATION:

It was determined by the Village of Taos Ski Valley Departments of Public Safety, i.e., Law Enforcement, Fire Department, and EMS, in late November, 2017, that there is a significant need for a professional company to study and submit recommendations to these three entities in case of the event of an active shooter somewhere in the Village. Chief Bilardello is familiar with several companies who specialize in this type of work. An active shooter in the Village is a real possibility. This study would also address the roles and communications protocols regarding County and State Safety personnel. Based on Council approval, Chief Bilardello will contact these companies to get a cost for this study. The purpose of this agenda item is to seek approval from the Village Council to proceed ahead with this project.

The Village will also contact other businesses, some as listed above, to see if they would buy in to this project and share the cost. It would definitely be a benefit for everyone.

RECOMMENDATION:

The Public Safety Committee unanimously recommends approval of acquiring costs from several professional companies by Chief Bilardello and directing the Village Administrator to work with the Chief to make this happen.

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Out-of-State Travel by Two Public Works Employees to Denver, CO to Pick Up Snowplow Blades and the LaRue Snow Blower

DATE: December 12, 2017

PRESENTED BY: Ray Keen, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The State requires that out-of-state travel be approved by the Council. The Public Works Department is requesting approval for out of state travel which occurred on November 20 and 21, 2017 to Denver, Colorado. The purpose of the trip was for two employees to pick up cutting edges for snowplow blades (to save shipping costs) and the LaRue snow blower which was being repaired from last winter's damage.

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