



VILLAGE COUNCIL REGULAR MEETING AGENDA  
EDELWEISS LODGE CLUB ROOM  
106 SUTTON PLACE  
TAOS SKI VALLEY, NEW MEXICO  
TUESDAY, AUGUST 14, 2018 2:00 P.M.

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1. CALL TO ORDER AND NOTICE OF MEETING
2. ROLL CALL
3. APPROVAL OF THE AGENDA
4. APPROVAL OF THE MINUTES OF THE JULY 10, 2018 VILLAGE COUNCIL REGULAR MEETING and the JULY 27, 2018 VILLAGE COUNCIL SPECIAL MEETING
5. CITIZEN'S FORUM – Limit to 5 minutes per person (please sign in)
6. FINANCIAL REPORTS
7. COMMITTEE REPORTS
  - A. Planning & Zoning Commission
  - B. Public Safety Committee
  - C. Firewise Community Board
  - D. Parks & Recreation Committee
  - E. Lodger's Tax Advisory Board
8. REGIONAL REPORTS
9. MAYOR'S REPORT
  - A. Consideration to Appoint a Voting Delegate for the NMML Annual Conference Business Meeting
10. STAFF REPORTS
11. OLD BUSINESS
  - A. **PUBLIC HEARING:** Consideration to Approve Ordinance No. 2019-66 Approving a 4% Increase to Water and Sewer Rates and Keeping the Trash Rates the Same for Fiscal Year 2019
  - B. Village of Taos Ski Valley Roads Discussion
12. NEW BUSINESS
  - A. Consideration to Approve Resolution No. 2019-369 Approving a Permanent Budget Adjustment Request (BAR) to the FY2019 Budget for the Capital Purchase of a 2018 Ford F450 Wildland Fire Truck from the Fire Protection Reserve Fund
  - B. Consideration to Approve Services Contract No. 2019-02 Materials Inc. for Manufacturing, Delivery and Structural Design of Redi-Rock Formations for the Taos Mountain Lodge
  - C. Consideration to Approve Services Contract No. 2019-03 Vigil Asphalt and Gravel for Contractor Services for Site Excavation, Grading, Redi-Rock and Septic Tank Installation at the Taos Mountain Lodge
  - D. Consideration to Approve Services Contract No. 2019-04 Vigil Asphalt and Gravel for Contractor Services to Remove Trees and Stumps in Preparation for Site Excavation at the Taos Mountain Lodge
  - E. Consideration to Approve Purchase of World Rock from Taos Gravel Products
13. MISCELLANEOUS

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

**14. CLOSED SESSION**

**A. Discussion of Threatened or Pending Litigation**

This matter may be discussed in closed session under Open Meetings Act exemption 10-15-1(H) (7)

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

**16. ADJOURNMENT**



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](mailto:vtsv@vtsv.org) Website: [www.vtsv.org](http://www.vtsv.org)  
**Mayor:** Christof Brownell  
**Council:** Jeff Kern, Roger C. Pattison,  
 J. Christopher Staggs, 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
VILLAGE COUNCIL REGULAR MEETING	Tuesday, August 14, 2018 2:00 p.m.	Edelweiss Lodge Club Room
PUBLIC SAFETY COMMITTEE	Monday, August 6, 2018 10:30 a.m.	Edelweiss Lodge Club Room
FIREWISE COMMUNITY BOARD	Monday, August 6, 2018 11:00 a.m.	Edelweiss Lodge Club Room
KACHINA MASTER PLAN COMMITTEE	Thursday, August 23, 2018 9:00 a.m.	Edelweiss Lodge Club Room
PLANNING & ZONING SPECIAL MEETING <i>PUBLIC HEARING: Consideration to Approve Application for Variances to the Building Height and to the Riparian Setback at Parcel D (Block H, Lots 2 and 3, O.E. Pattison Subdivision) 8 and 10 Thunderbird Road, in the Village of Taos Ski Valley, by TSV Inc.</i> <i>PUBLIC HEARING: Consideration to Approve Application for Variances to the Retaining Wall Height and to the Driveway Width at Block 7, Lots 5 and 6A, Amizette Subdivision, 1346 State Road 150, in the Village of Taos Ski Valley, by the Village of Taos Ski Valley/Taos Mountain Lodge.</i>	Thursday, August 23, 2018 1:00 p.m.	Tenderfoot Katie's TSV Resort Center
TIDD BOARD SPECIAL MEETING	Wednesday, September 12, 2018 3:00 p.m.	Tenderfoot Katie's TSV Resort Center
TIDD BOARD REGULAR MEETING	Tuesday, October 9, 2018 9:00 a.m.	Edelweiss Lodge Club Room
LODGER'S TAX COMMITTEE	TBA	Snakedance Condominiums
PARKS & RECREATION COMMITTEE	TBA	Edelweiss Lodge courtyard

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 Office, 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 August 2, 2018.



Village of Taos Ski Valley  
PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525  
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**VILLAGE COUNCIL REGULAR MEETING  
DRAFT MINUTES  
EDELWEISS LODGE CLUB ROOM  
110 SUTTON PLACE  
TAOS SKI VALLEY, NEW MEXICO  
TUESDAY, JULY 10, 2018, 2:00 P.M.**

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

The regular meeting of the Village of Taos Ski Valley Council was called to order by Mayor Brownell 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 Christof Brownell  
Councilor Jeff Kern  
Councilor Roger Pattison  
Councilor Chris Stagg  
Councilor Tom Wittman, Mayor Pro Tem

**Staff present:**

Village Administrator Mark Fratrack  
Village Clerk Ann Wooldridge  
Finance Director Nancy Grabowski  
Police Chief Sam Trujillo  
Building Inspector Jalmar Bowden  
Building Official Rich Willson  
Public Works Superintendent Olaf Mingo  
Administrative Assistant Renee Romero  
Administrative Assistant Christina Wilder  
Village Attorney Dennis Romero  
Fire Chief Mitch Daniels

**3. APPROVAL OF THE AGENDA**

Councilor Wittman asked to move item 12. I to follow item 5. Citizen's Forum.

**MOTION:** To approve the agenda as presented

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

**4. APPROVAL OF THE MINUTES OF THE JUNE 12, 2018 VILLAGE COUNCIL REGULAR MEETING  
and the JUNE 27, 2018 VILLAGE COUNCIL EMERGENCY MEETING**

Councilor Pattison asked to make a change in the sentence concerning the Public Safety Committee and the Firewise Committee reports, in the June 12, 2018 Council minutes.

**MOTION:** To approve the minutes with the above amendment.

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

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

No one spoke at the Citizens' Forum.

**12. I. Consideration to Approve the Annual Contract with the Village of Taos Ski Valley Chamber of Commerce for  
Fiscal Year 2019**

The Village of Taos Ski Valley Chamber of Commerce has been supported by the Village lodger's tax collections for many years. The Village works with the Chamber, providing monthly payments to support the work of the Chamber. The Chamber in turn supports the community by advertising the businesses located in the Village. Chamber Director Courtney Tucker noted in her five years with the Chamber, collaboration has increased between the Chamber and TSVI. Councilor Stagg said that the Chamber is effective at marketing the Village.

**MOTION:** To Approve the Annual Contract with the Village of Taos Ski Valley Chamber of Commerce for Fiscal Year 2019

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

**6. FINANCIAL REPORTS**

Finance Director Grabowski reported that GRT remitted to the Village in June was \$35,925 compared to \$76,775 for June last year. Year-to-date GRT total is \$1,558,720 versus \$1,581,674 for last year. The TIDD received \$10,504 in GRT in June for April collections. Hold Harmless GRT total for the year is \$156,529, included in the total. Lodger's tax collections in June were \$3,332 versus \$3,145 for last year. Year-to-date total is \$349,519 versus last year's \$316,899.

At year end, legal fees and bank charges had increased due to the wastewater treatment plant bonding process. Property tax collections were down, possibly due to lower collection rates by Taos County this year.

**7. COMMITTEE REPORTS**

**A. Planning and Zoning Commission** –Commission Chair Wittman reported on the July 2, 2018 P&Z meeting. Agenda items included:

- Discussion of a Kachina Area Conceptual Plan presented by David Norden, and Carl Parson with Hart & Howerton. The Phoenix Grill is being expanded as well as the Bavarian Restaurant. The Army Corps of Engineers sets the boundaries of a wetland, and the Village has setback requirements for wetlands. A variance to the wetland setback will be sought by TSV Inc. for the Bavarian.
- The updated draft ICIP for 2020 - 2024 was presented and discussed. A revised draft will be presented at the next P&Z meeting.

A special P&Z meeting will be held on Friday, July 27, 2018 at 1:00 p.m. at Tenderfoot Katie's in the TSV Resort Center. The next regular P&Z Commission meeting will take place on August 6, 2018 at 1:00 p.m. at the Edelweiss Lodge Club Room. (Note: this was later changed to August 23, 2018)

**B. Public Safety Committee** –Committee Chair Pattison reported that the Committee met on July 2, 2018. Agenda items included:

- A report from Chief Trujillo about looking into less expensive surveillance cameras and possibly using Public Safety impact fees as a funding source
- The re-location of the Fire Substation which is to occur soon
- A new Firewise and Public Safety brochure which is being printed
- The second siren, which has been returned and a smaller model re-ordered, which could run on a solar-powered generator.
- A presentation from the Taos Soil and Water Conservation District about funding for thinning projects on private property. Trees in most areas have become too dense because of fire prevention measures.

The Committee will meet again on August 6, 2018 at 10:30 a.m. at the Edelweiss Lodge Club Room.

**C. Firewise Community Board of Directors** – Committee Chair Pattison reported that the Committee met on July 2, 2018. Agenda items included:

- Banners have been posted to insure that new fire restrictions are publicized.
- The Burn Boss will still not be used
- Carson National Forest reduced the Stage 3 fire restrictions to Stage 2.
- Extra patrolling on Highway 150 took place during the Stage 3 restrictions by the Village Police Department and the Village Fire Department.
- Construction exemptions are allowed with a permit from the Village Building Department or the Fire Chief.

The Board will meet again on August 6, 2018 at 11:00 a.m. at the Edelweiss Lodge Club Room.

**D. Parks & Recreation Committee** – Chair Katherine Kett reported that the Committee had been very busy with summer activities. They have been focused on revitalizing the JR Trail. TSVI did a wonderful job at cleaning up dead branches and rebuilding the trail, she said. She thanked Robert Scram and his crew for their help. As a result of this work, the trail has been redefined, she said. The Committee held a trail maintenance day recently and will hold another one on July 25, 2018 from 4:00 p.m. to 6:00 p.m. Chair Kett also thanked the Village Public Works Department for providing a truck which is being used to assist in watering the hanging baskets. There will be a meeting on July 18, 2018 at 6:00 p.m. at the Kachina Vista Park to discuss signage. The Committee welcomes any new members.

**E. Lodgers' Tax Advisory Board** – Councilor Stag reported that the Board had met and reviewed the coming year's budget. He said that it is a balanced budget with funds set aside for grant requests, as well as for the Chamber. The motorcycle event will not take place this year as previously scheduled, but the lodger's tax funds will be set aside until the following year. There was discussion about additional funds to possibly be spent on winter transportation within the Village, as well as possibly funding a summer RTD bus from Taos. Councilor Stag announced that scheduled charter air service would begin this winter starting in December. Flights would run between Taos and Austin, Texas, as well between Taos and Dallas' Love Field. No subsidy is needed at this time. The air service will be operated by TSV Inc. The next Board meeting has not yet been scheduled but will be held in 2019.

## 8. REGIONAL REPORTS

Mayor Brownell reported that at the IGC meeting, the Town of Taos announced that the recycling program would be changing to allow only Town water customers use of the facility, by showing their utility bill. TSV Inc. would perhaps be allowed to continue using the facility since its recycling program is well-organized. It is the hope that because of this, perhaps the Village would be able to also continue using the recycling center. Councilor Stag said that TSV Inc. is talking a three-part approach to increasing recycling, and recommended that all Village citizens implement a similar approach. The three steps are to reduce the amount of waste that is produced, to re-use if at all possible, and then to recycle instead of creating trash to be taken to the landfill. The amount of waste can be reduced by choosing items with less packaging, for example. By reducing and re-purposing, there would be less waste of any kind to be processed in the Village. TSV Inc. will begin using a food composter. The new air service was discussed at the IGC meeting. The Town of Taos is interested in expanding the Town's terminal at the airport.

## 9. MAYOR'S REPORT

Mayor Brownell thanked everyone for the July 4<sup>th</sup> celebration, especially TSV Inc., Neal King and Kathy Bennett, the Village, and the Chamber.

**A. Consideration to Appoint a Representative to the Northern Pueblos Regional Transportation Planning Organization**

**MOTION: To Approve the Appointment of Patrick Nicholson and alternate Christina Wilder as voting representatives for the Village of Taos Ski Valley to the Northern Pueblos Regional Transportation Planning Organization**

**Motion: Councilor Pattison**

**Second: Councilor Wittman**

**Passed: 4-0**

## 10. STAFF REPORTS

**Administrator Fratrack reported on ongoing projects:**

- **Townsite Act** – Staff sent a draft CenturyLink easement agreement to the Forest service. This was supposed to be the last item before the Forest Service could send all of the documents to its legal counsel for review. Any feedback received will be discussed with the Village Attorney and the attorney for the Forest Service.
- **Legal RFP** – Administrator Fratrack was able to coordinate a review panel to meet to review the proposals. The panel decided to submit another Request for Proposals (RFP) because there were so few submittals. The advertisement would occur the following week and the State Bar of New Mexico will be contacted in the event that they would be able to post the request.
- **Taos Mountain Lodge** – The preliminary design has been given to Living Design Group; these architects are now working on the building and bid documents for remodeling the house into offices. The RFP for excavation, tank installation, and redi-rock installation has been revised and re-advertised.
- **Kachina Water Tank** –RMCI has cordoned off the road to the construction site and has begun clearing and grubbing at the site. It is estimated that the roadway and site grading and earthwork would begin in early August.

- VTSV Bull of the Woods Lot – This will be discussed later in the meeting.
- Fire Substation Relocation Project – Preliminary work on the lot has been completed. An easement will be sought from the Shopoff group for site drainage on to their property. The substation building moving company is now under contract and approval of a general contractor will be voted on later at this meeting. Application has been made for the foundation permit from the Construction Industries Division.
- Wastewater Treatment Plant – FEI has had time to take a look at the difference in the bid amounts and the engineering estimates. The expected cost was approximately \$7 million, while bids came in at \$11.9 million and \$14.5 million. All items were re-evaluated and the USDA was contacted. The use of American steel was required which was one reason for the higher bids. Patrick O'Brien with FEI Engineers explained that because of the delay in issuing the request for proposals caused by additional USDA requirements, bidders were concerned about the mid-summer start date, creating additional mobilization over an extra winter. Mr. O'Brien said that contractors in the Western states are busy with large projects and the Village's project is not that big in comparison, besides being in a remote area. Having to integrate new construction into an older, existing system may create too much liability, making it unattractive. Also, the high altitude may be an obstacle.  
A revised design will be engineered, using the same membrane treatment process but in a mobile unit which contains the headworks and the other necessary components. This is a new technology which was not available when drawings for the upgraded treatment plant were being drawn up previously, said Mr. O'Brien. The units, originally considered to be for temporary use, have now been proven to be effective for long-term use. Use of two mobile units, attached to the existing plant, would reduce construction time by one year. The units would be placed in the location of an existing steel tank that was going to be removed. Construction of two concrete tanks would then be unnecessary, saving money on the bids. Costs of piping and electrical work would be reduced. Revised bid design documents will be advertised in the fall for mobilization next spring. Since the complexity has been greatly reduced, it would be expected that the bids would be closer to the engineer's estimate.
- Ernie Blake Road – The closing date for the Sierra del Sol land sale has not been set.
- Gas Line – NM Gas Company has selected MSD Excavation as the contractor for the gas line installation. Work will begin on July 23, 2018 at the intersection of Twining Road and Phoenix Switchback. No funding is required as the use of credits from NM Gas will fund the construction.
- River Construction and Easements for Thunderbird Road Upgrade – Draft documents are being reviewed by Attorney Romero.

#### **Department Briefs**

- Chief Trujillo reported on recent activity. Residential Alarms (1), Business Alarms (1), Suspicious Persons/Vehicles (7), Citizen Assists (27), Traffic Enforcement Hours (69), Traffic Stops (13), Verbal Warnings (32), Parking Citations (4), Assists to other Agencies (23), Foot Patrol Hours (22), Welfare Check (0), Animal calls (2). Fire Calls (10), EMS Calls (0), SAR Hours (1).  
Chief Trujillo reported that there had been increased patrolling in the canyon during Stage 3 fire restrictions. The Police Department will be using a new program enabling officers to run driver's license checks without requiring the assistance of Central Dispatch.
- Fire Chief Daniels reported that fire department volunteers, as well as two wildland fire crews visiting from Farmington and from Oregon, helped to patrol along Highway 150 during the fire restrictions. Half of the cost of the flashing sign placed at the bottom of the canyon will be paid for by the Carson National Forest.  
Chief Daniels reported that the recent ISO certification dropped the Village's designation to a level 5, an improvement. The number of Village firefighters has increased due to TSV Inc.'s sponsorship of 12 wildland firefighters who are TSV employees. The addition of the firefighters helped to reduce the ISO rating.
- Building Official Willson reported that 6 permits had been issued for residential units at The Blake, with 3 more to still be issued. A permit for the Phoenix Restaurant remodel has been issued and the Bavarian demolition permit. The TSV Resort Center remodel of level 2 and level 4 has been permitted, a St Bernard Condominium deck remodel, and a Kandahar deck remodel. The TSV Pit House will be remodeled in August. Permits had also been issued for 3 new residences and one remodel, with another one or two new residential permits still to come.
- Planning Director Nicholson said that he will be leading the discussion of the new Kachina Master Plan.

#### **11. OLD BUSINESS**

#### **12. NEW BUSINESS**

- A. Consideration to Approve Resolution No. 2018-364 Adopting the Enchanted Circle Trails Master Plan

Carl Colonius, Director of the Enchanted Circle Trails Association, gave a presentation about the efforts that have been made to develop an area trails plan and to implement the plan. Funding is being requested annually from the Village in the amount of \$4,500 to be used for trails engineering and building.

**MOTION: To Approve Resolution No. 2018-364 Adopting the Enchanted Circle Trails Master Plan**

**Motion: Councilor Pattison                      Second: Councilor Kern                      Passed: 3-0** (Councilor Stagg had briefly left the meeting.)

**B. 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 2018-19 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 2018-2019 Ski Season. Service would run from December 15, 2018 to March 24, 2019. The RTD is requesting \$76,352 for providing the bus service. The total amount due would only be \$65,965 for the service dates above, since this includes a \$10,387 carry-over credit from last year. The Town of Taos has committed to \$20,000. The Village's budgeted amount is \$40,514, which leaves an additional balance due of \$5,451. The Village would be liable for the \$5,451 if no other funding sources could be negotiated, such as with Taos County. The Lodger's Tax Board has approved the amount, which is in Fund 15. As with last year, there will be five roundtrips a day on weekdays and seven roundtrips a day on weekends, but new this year will be two late evening Friday and Saturday roundtrips.

The RTD also receives funding in the amount of a .125% GRT from the Village of Taos Ski Valley tax portion, for bus 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 2018-19 Ski Season**

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

**C. Consideration to approve an Amendment to the Memorandum of Understanding (MOU) and Agreement Regarding Re-Alignment of Ernie Blake Road**

At the May 15, 2018 Council meeting, the Council approved the MOU and Agreement regarding re-alignment of Ernie Blake Road. After the MOU was approved, and after the in-lieu of condemnation had been executed, TSVI came forward with a proposal to complete the project with a 3:1 slope to support Ernie Blake Road instead of building the retaining wall which was approved as part of the MOU. There were concerns by Staff that a change of scope of this type would pose additional liability and legal concerns with the new property owner, as the project would now impinge up to sixty-six feet on to the property. In talking among Village Staff and Village legal representation, it was decided that the Village needed to see new 3:1 slope construction documents and have a formal agreement with the new property owner. TSVI has provided new construction documents to the Village for review and the Village has received an easement agreement, a forbearance agreement, and supporting exhibits. The final MOU with an agreement for maintenance of the dirt has not been completely finalized between Attorney Romero and Attorney Canepa.

**MOTION: To Approve an Amendment to the Memorandum of Understanding (MOU) and Agreement Regarding Re-Alignment of Ernie Blake Road, with Mayor Brownell to review the documents with Staff and Attorney Romero before signing**

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

**D. Consideration to Approve Amendment No. 4 for Contract VTSV-14-0002 a One-Year Extension to the Contract with FEI Engineers**

FEI Engineers was selected in May 2014 after the Village went through an RFP process to select an engineering firm for the Village. FEI was selected and approved for a four year term with the professional services contract needing to be approved each year. Professional services agreements can be extended an additional four years; each additional year would be required to be approved on a yearly basis. The Village Staff is pleased with the work that FEI has performed so far and would like to extend the contract for an additional year. This will conclude their original four year commitment and would allow for four more one-year renewal extensions.

Russell Engineering had been a sub-contractor of FEI for civil engineering projects, since FEI specializes in water and sewer engineering. The Village will be seeking a new civil engineering firm to avoid any conflict of interest with TSV Inc.

**MOTION: To Approve Amendment No. 4 for Contract VTSV-14-0002 a One-Year Extension to the Contract with FEI Engineers**



**Motion: Councilor Stagg**                      **Second: Councilor Wittman**                      **Passed: 3-0** (Councilor Stagg had stepped out.)

**E. Village of Taos Ski Valley Roads Discussion**

**MOTION: To Table until the next Council meeting**

**Motion: Councilor Wittman**                      **Second: Councilor Kern**                      **Passed: 3-0** (Councilor Stagg had stepped out.)

**F. Consideration to Approve a Volunteer Fire Chief Stipend**

Fire Chief Daniels has been in the position for approximately two years and has become very active on Fire and EMS in the Village and with other government agencies. He has requested a \$20,000.00 a year stipend, to be paid at \$1,666.67 a month. Administrator Fratrack said that he continues to receive positive feedback for the training that Chief Daniels is providing and for the many incidents to which he responds.

Chief Daniels said that most of the calls are for medical help or for search and rescue. The fire calls are mostly false alarms. Mayor Brownell commended Chief Daniels for doing a great job.

**MOTION: To Approve a Volunteer Fire Chief Stipend**

**Motion: Councilor Kern**                      **Second: Councilor Pattison**                      **Passed: 3-0** (Councilor Stagg had stepped out.)

**G. Consideration to Approve Services Contract No. 2019-01 Mike Compton Construction Company Contract to Pour a Concrete Slab for the Fire Substation Site**

The Village is in the process of moving the Kachina Fire Substation from TSVI-owned property to Village-owned property. As part of this process, the Village will be required to have a building slab poured to allow for the Substation to be positioned correctly on the new site. Bids were requested and Mike Compton Construction was the low bidder.

**MOTION: To Approve Services Contract No. 2019-01 Mike Compton Construction Company Contract to Pour a Concrete Slab for the Fire Substation Site**

**Motion: Councilor Pattison**                      **Second: Councilor Kern**                      **Passed: 4-0**

**H. Presentation and Discussion on Possible Land Swap and Other Options in Regards to the Village's Bull of the Woods Lot**

The Village of Taos Ski Valley owns a .50 acre lot located at the entrance to the Bull of the Woods. This property was donated to the Twining Water & Sanitation District, potentially to house a District Manager. The Village Council directed Staff to get an appraisal of the property to better assess the possible value. With the appraisal now completed, Council can discuss possible options for use of the property. Administrator Fratrack presented several possible options, namely:

1. Swap the property for other property: Prior to becoming a Village Councilor, Roger Pattison had approached the Village with the possibility of swapping some Pattison property for the Village Bull of the Woods lot. This had been brought forth by the Pattisons on several occasions.
2. Sell the Lot: Put it on the market and sell the property outright. The appraisal value was \$240,000.00.
3. Use the property for Village infrastructure, such as a water tank to provide Block N residents with water.
4. Create a park or picnic area
5. Keep the property now, for future use, sale or trade
6. Any other options

Councilor Pattison explained that he had expected the discussion to take place only on the possibility of a land swap. Mayor Brownell said that he had requested a list of options. Councilor Pattison said that his uncle had given the property to the District in exchange for some sewer assessments.

As far as the Pattison property that would be considered for a swap, there are two strips of land along the river above the Beaver Pond, and one below the Beaver Pond. Privately held residential properties along the river previously abutted the river, but the river has moved over the years. Councilor Pattison said that he had approached several property owners to see if they wanted to purchase the strip by their property, but none of them were interested in a purchase. Councilor Pattison suggested that the Village could build a walking path using the strips. He said that they are not contiguous so bridges crossing the river would be required.

The other piece of Pattison property is an 8-acre piece below Kachina Road, above Cliffhanger Loop and Zap's Road. Councilor Pattison explained that the Pattison Trust is interested in a land swap of the river strips and this 8-acre piece

for the Village's .5-acre lot. He said that the Pattison properties had been appraised at approximately \$400,000. He noted that the Village's lot is within the Northside parcel, and that the Pattison's would like to have it back.

Councilor Pattison said that if no swap were to occur, he would request that the Village find a way to divert the water that is channeled off of Kachina Road and which flows onto the 8-acre parcel. He said that this creates a liability for the Pattisons since the water can cause rocks to roll downhill onto residential properties below.

Discussion took place. Councilors expressed concern about taking on the liability of the 8-acre parcel. There was a suggestion that each of these items be considered one by one, instead of all rolled into one deal.

No action was taken.

**J. Consideration to Approve Resolution No. 2019-359 Approving a Permanent Budget Adjustment Request for Increased Engineering Services Expense for Wastewater Treatment Plant Upgrade**

The FY 2018 budget included approximately \$250,000 for estimated engineering services for the Waste Water Treatment Plant upgrade. FEI Engineers has been working on the RFP, including pre-bid meetings, addendums to the bid, and working closely with Ovivo, the membrane manufacturing company, to finalize plans for the plant, in anticipation of beginning the project this summer. The Village has now exceeded the original budgeted amount for engineering services and Staff is requesting a budget adjustment of \$41,500 to cover these additional expenses.

**MOTION: To Approve Resolution No. 2019-359 Approving a Permanent Budget Adjustment Request for Increased Engineering Services Expense for Wastewater Treatment Plant Upgrade**

**Motion: Councilor Wittman**

**Second: Councilor Kern**

**Passed: 4-0**

**K. Consideration to Approve Resolution No. 2019-360 Approving a Permanent Budget Adjustment Request for the Land Purchase and Swap for the Ernie Blake Road Improvement project**

The Ernie Blake Road project is a TIDD-funded project and no amount was included in the Village's FY2018 budget.

The Village has now purchased and swapped most of the land needed to proceed with Ernie Blake Road improvements. Funds were taken from the General Reserve Fund (43) to accommodate the purchase, which was a designated use for this fund. The expense was not included in the FY2018 original budget and a budget adjustment of \$248,500 is needed.

**MOTION: To Approve Resolution No. 2019-360 Approving a Permanent Budget Adjustment Request for the Land Purchase and Swap for the Ernie Blake Road Improvement project**

**Motion: Councilor Stagg**

**Second: Councilor Kern**

**Passed: 4-0**

**L. Consideration to Approve Resolution No. 2019-361 Approving a Permanent Budget Adjustment Request in FY2018 for the CD Investment Maturing in June 2018**

In June 2018 a CD investment in the General Fund (03) matured and rolled into the money market cash account. The funds will be reinvested in July, but a FY2018 BAR is needed.

**MOTION: To Approve Resolution No. 2019-361 Approving a Permanent Budget Adjustment Request in FY2018 for the CD Investment Maturing in June 2018**

**Motion: Councilor Wittman**

**Second: Councilor Kern**

**Passed: 4-0**

**M. Consideration to Approve Resolution No. 2019-362 Approving a Permanent Budget Adjustment Request in FY2019 to Reinvest Money Market Funds into a CD Investment**

The Village is submitting its FY2019 budget in July 2018. In June 2018 a \$250,000 CD investment in the General Fund (03) matured and rolled into the money market cash account. Staff would like to reinvest these funds into a new CD investment account.

**MOTION: To Approve Resolution No. 2019-362 Approving a Permanent Budget Adjustment Request in FY2019 to Reinvest Money Market Funds into a CD Investment**

**Motion: Councilor Pattison**

**Second: Councilor Wittman**

**Passed: 4-0**

**N. Consideration to Approve Resolution No. 2018-363, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2019, NM LGRF DOT Project SP-5-19 (198)**

The Village Council is required to approve a resolution to obtain funding through the NM State Highway and Transportation Department for Village road improvements. After passage of the resolution, the Highway Department will draft a contract for Village approval for the 2019 road project. The State has committed to funding in the amount of \$100,223 with the Village contributing \$33,408.00, for a total project cost of \$133,631.00.

**MOTION: To Approve Resolution No. 2018-363, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2019, NM LGRF DOT Project SP-5-19 (198)**

**Motion: Councilor Kern                      Second: Councilor Pattison                      Passed: 4-0**

**O. Consideration to Approve Resolution No. 2018-365 A Resolution Declaring Hazardous Fire Conditions and Imposing Fire Restrictions**

Chief Daniels said that this resolution was no longer necessary, as the Forest Service had lifted the Stage 3 fire restrictions. He would like for the Village Council to pass an ordinance in the future designating those persons who could impose certain levels of fire restrictions when needed.

**MOTION: To Table this item**

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

**P. Consideration to Authorize a Utility Billing Credit for Uncollectable Trash Fees in the Amount of \$545.63**

The Village's Revenue Collection Policy requires that a lien be placed on properties which have delinquent trash fees. Two properties in Amizette changed ownership, even though liens were in place and filed at the Taos County Clerk's office. Staff will pursue finding out which title companies were used, but if this is not successful, Staff requests approval to write off the two fees totaling \$545.63. Staff will correspond with the new owners of these properties to address the outstanding bills and recommend that they contact their title insurance companies.

**MOTION: To Authorize a Utility Billing Credit for Uncollectable Trash Fees, if necessary, in the Amount of \$545.63**

**Motion: Councilor Kern                      Second: Councilor Pattison                      Passed: 4-0**

**13. MISCELLANEOUS**

**14. CLOSED SESSION**

**A. Discussion of Limited Personnel Matters Concerning the Village Administrator**

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

**MOTION: To go to Closed Executive Session**

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

**MOTION: To return to Open Session**

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

No decisions or motions were made during closed session.

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

A Special Council meeting will be held on Friday, July 27, 2018 at 10:00 a.m. at the Edelweiss Lodge Club Room to vote on FY2019 budget approval. The next regular meeting of the Council will take place on Tuesday, August 14, 2018 at 2:00 p.m. at the Edelweiss Lodge Club Room.

**15. ADJOURNMENT**

**MOTION: To Adjourn**

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

The meeting was adjourned at 6:30 p.m.

\_\_\_\_\_  
Christof Brownell, Mayor

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



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](mailto:vtsv@vtsv.org) Website: [www.vtsv.org](http://www.vtsv.org)

**VILLAGE COUNCIL SPECIAL MEETING  
DRAFT MINUTES  
EDELWEISS LODGE CLUB ROOM  
106 SUTTON PLACE  
TAOS SKI VALLEY, NEW MEXICO  
FRIDAY, JULY 27, 2018, 10:00 A.M.**

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

The special meeting of the Village of Taos Ski Valley Council was called to order by Mayor Brownell at 10:00 a.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 Christof Brownell

Councilor Jeff Kern

Councilor Roger Pattison (Councilor Pattison entered after item 5. A.)

Councilor Chris Stagg

Mayor Pro Tem Tom Wittman

**Village Staff Present**

Administrator Mark Fratrack

Clerk Ann Wooldridge

Finance Director Nancy Grabowski

Administrative Assistant Christina Wilder

**3. APPROVAL OF THE AGENDA**

**MOTION:** To approve the agenda

**Motion:** Councilor Wittman      **Second:** Councilor Kern      **Passed:** 3-0

**4. APPROVAL OF THE MINUTES OF THE JULY 10, 2018 VILLAGE COUNCIL REGULAR MEETING**

**MOTION:** To table this item until Councilor Pattison joined the meeting

**Motion:** Councilor Stagg      **Second:** Councilor Wittman      **Passed:** 3-0

**5. NEW BUSINESS**

A. Consideration to Approve **Resolution No. 2019-366** A Resolution to Approve the 4th Quarter Fiscal Year 2017- 2018 Financial Report for the Year ending on June 30, 2018

As per State Statute, the Village is required to submit the final fiscal year 2018 quarterly report along with the corresponding profit and loss statement no later than July 31, 2018 to the Department of Finance and Administration Local Government Division. This report is a recap of the financial events of fiscal year 2018 beginning July 1, 2017 and ending June 30, 2018, and verifies the ending fund balances for all Village funds. The accurate ending fund balances are an integral part of the next fiscal year 2019 budget.

**MOTION:** To Approve **Resolution No. 2018-339** Approving the FY2017 4<sup>th</sup> Quarter Financial Report

**Motion:** Councilor Wittman      **Second:** Councilor Kern      **Passed:** 3-0

**B. Consideration to Approve Resolution No. 2019-367 Approving the FY2019 Village of Taos Ski Valley Budget**

The Village Council must review and approve the final fiscal year budget for fiscal year 2018-2019. The original budget was presented to the Council at the budget workshop held on May 4, 2018. The original budget included a 4% rate increase for water and sewer for both the fixed and the variable usage rates. No trash fee increase was proposed. The rates will need to be adopted by ordinance.

Because of the requirements to obtain funding from the USDA for the new Wastewater Treatment Plant project, the Village is required to reactivate sewer fund 02. The USDA requires that revenue from water and sewer sales be separated in order to demonstrate guaranteed funding for financing the project. Since Council's review, all actuals have been entered into the Council working budget spreadsheet as of June 30, 2018. Fund balances are now final. Village insurance costs have been split by category and by department for the fiscal year 2018-2019 budget. The Department of Finance and Administration Local Government Division created a new process for budget submittal and no longer allows changes to the revenue and expense categories. Only cash balances can be changed at this time. Any further changes to the budget will need to be accomplished through Budget Adjustment Requests.

Staff will request to remove the \$300,000 budgeted for the capital expense to purchase the real property required to re-align Ernie Blake Road, as this purchase occurred in fiscal year 2017-2018.

**MOTION: To Approve Resolution No. 2019-367 Adopting the FY2019 Budget and Reactivating the sewer fund**

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

Director Grabowski will email the final budget to the Mayor and Councilors.

Mr. John Marse asked if the public would be notified of the final budget. After DFA approval, the budget will be posted on the Village's web site.

Ms. Krizia Shelton, Jean Mayer's daughter, representing the Hotel St. Bernard and the St. Bernard Condominiums, said that it is burdensome for businesses when rates go up. Also, the variable nature of the utility rates makes it difficult for businesses to plan.

**C. Consideration to Approve Resolution No. 2019-368 Approving an Internal Budget Adjustment Request (BAR) to the FY2018 Budget from the General Fund to the General Reserve Fund**

The Village submitted its fiscal year 2017-18 budget in July 2017. In June the purchase of real property for the construction of Ernie Blake Road utilized the budgeted amount in fund 43 General Reserve and an additional amount of \$248,000 for which the Village Council approved a BAR. There was also \$2,909.78 for a KCEC-related expense which was overlooked. Staff is requesting a \$2,909.78 budget transfer from the General Fund to the General Reserve budget. This will not increase the budget and does not need to be submitted to the Department of Finance as the General Fund and General Reserve Fund are reported as one fund in the annual and quarterly budget submissions.

**MOTION: To Approve Resolution No. 2019-368 Approving an Internal Budget Adjustment Request (BAR) to the FY2018 Budget from the General Fund to the General Reserve Fund**

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

**D. Consideration to Approve a Memorandum of Understanding Regarding TSVI's Assistance to the Village of Taos Ski Valley for Accessing the Village's Utilities on TSVI's Strawberry Hill During Periods of Winter Snow Cover**

During the summer of 2017, as part of the upgrades to Strawberry Hill, TSVI upgraded the portions of the Village's water and sewer lines that run across Strawberry Hill. The utility lines run from Sutton Place across Strawberry Hill, and connect to lines on Firehouse Road. This was a TIDD project.

If there were ever a break or blockage of these lines, there is concern on how to access the utility lines during periods of winter snow cover, particularly during ski area operations. The Village does not have the proper vehicles or equipment for driving on snow. Through the MOU, TSVI is agreeing to utilize the ski area's equipment to assist in clearing snow if required or tow Village equipment on the snow if required, to allow Village personnel and equipment access to the location of a break or blockage for emergency repairs and maintenance.

**MOTION: To Approve a Memorandum of Understanding Regarding TSVI's Assistance to the Village of Taos Ski Valley for Accessing the Village's Utilities on TSVI's Strawberry Hill during Periods of Winter Snow Cover**

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

E. Introduction: **Ordinance No. 2019-66** Approving a 4% Increase to Water and Sewer Rates, Separating the Water rates from the Sewer Rates, and Keeping the Trash Rates the Same for Fiscal Year 2019  
At the May 4, 2018 Village of Taos Ski Valley Council meeting, Council preliminarily approved FY2019 Final Budget adoption. As part of the FY2019 Final Budget, the FY 2019 Budget Summary is adopted, which stated in regards to water and sewer rates and trash collection fees; "Staff is recommending a 4% increase in the fixed and variable rates. This equates to the water/sewer variable rate going from \$.0454/gal to \$.0472/gal, or a \$.0018/gal increase, and the fixed rate going from \$56.82/EQR to \$59.09/EQR, or a \$2.27/EQR increase. Staff recommends that there should be no increase in the trash fees this year."

Additionally, water and sewer operating will be split into water fund 01 and sewer fund 02. This was a prerequisite to meeting requirements to qualify for the USDA Wastewater Treatment Plant loan. Both funds are enterprise funds and should be self-supporting. When split, the previous fund 01 was allocated roughly at a 20/80 split between 01 water and 02 sewer. Even with higher forecasting of usage and revenue, the funds would still not be operating as self-funding enterprise funds. In FY17 it was forecasted that without the Blake Hotel, the Village required at least a 16% increase in variable and fixed rates in order for the water/sewer fund to break even. A 4% increase will keep the Village in pace with rising operation and maintenance costs and will continue to advance the Village closer to funds 01 and 02 becoming true enterprise self-supporting funds. With the projected WWTP, USDA debt service payment, it is more important than ever to insure that these two funds become self-financing.

Discussion followed. Some of the Councilors asked to have more details to create a better understanding of costs. It was suggested that alternative methods be investigated to find revenue to sustain the water and sewer operations. It was suggested that the consumers wanted predictability and not variability. There was discussion about extending water and sewer lines to those areas not currently served, in order to capture more revenue. In addition, homes within 150 feet of water and sewer lines should be made to hook up. Data on the number of homes connected and not connected, as well as those with access but not connected, will be reviewed.

Administrator Fratrack said that it is important to be aware of the cost of inflation on materials and supplies. An option could be to institute a fixed charge that was greater and a usage charge that was smaller, to provide more continuity from month to month and year to year. Administrator Fratrack offered to have FEI engineer Patrick O'Brien give an explanation of the new plant's operating costs, whether they be higher or lower than current costs.

More discussion followed. There was an interest in having the costs shared by the whole community, in increasing efficiencies, and in having a holistic approach so that everyone participates to make the entire system work.

No action was required at this time as this was the first reading of the ordinance.

4. **APPROVAL OF THE MINUTES OF THE JULY 10, 2018 VILLAGE COUNCIL REGULAR MEETING**

**MOTION: To take this item off of the table**

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

**MOTION: To postpone this item until the August 14, 2018 Council meeting**

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

6. **MISCELLANEOUS**

A. Councilor Wittman urged citizens to attend the Planning & Zoning Commission meeting that was taking place that afternoon at 1:00 p.m. at Tenderfoot Katie's.

B. A new wildland fire truck has been ordered and will be driven back from Dallas soon.

C. Councilor Kern reported on recent conversations he had with Kit Carson CEO Luis Reyes. Councilor Kern was concerned that originally Kit Carson was offering hook ups to fiber optic at no cost, and now the costs were substantial. The cost is based on the distance from the pedestal, for the cost of the trench. The homeowner could hire a private contractor to dig the trench, but that does not seem to cost much less than having Kit Carson dig it. The charge would be approximately \$1,200 for 60 linear feet of trench at Councilor Kern's property, but this could vary by property depending on difficulty of access. There was a "rock-adder" charge of \$400 included in the \$1200.

Councilor Kern learned that Kit Carson has a commercial rate and a residential rate. If a homeowner is renting out their property, Kit Carson may charge the commercial rate, both to hook up and for the monthly

Councilor Pattison asked whether the Village should get involved in determining where access points are set, in order to make it the most advantageous for Village residents.

No decisions or motions were made during closed session.

The meeting was adjourned at 11:45 a.m.

# Profit and Loss July 2018

	18-Jul	17-Jul	\$ Change	% Change
<b>Income</b>				
4012 · REVENUE -Water Sales	44,875.28	62,258.56	(17,383.28)	-27.90%
4019 · Hold Harmless GRT Revenue	5,821.77	-	5,821.77	100.00%
4020 · REVENUE - GRT MUNICIPAL	22,120.98	13,572.78	8,548.20	63.00%
4021 · REVENUE - GRT- STATE	18,378.03	11,281.25	7,096.78	62.90%
4022 · REVENUE - GRT - ENVIRONMENT	906.92	556.62	350.30	62.90%
4023 · REVENUE - GRT - INTFRASTRUCTURE	3,628.12	2,226.76	1,401.36	62.90%
4027 · REVENUE - OTHER	40.00	37.66	2.34	6.20%
4028 · REVENUE - GASOLINE TAX	453.02	417.00	36.02	8.60%
4029 · REVENUE - LODGER'S TAX	8,692.23	26,463.06	(17,770.83)	-67.20%
4031 · REVENUE - PARKING FINES	60.00	440.00	(380.00)	-86.40%
4034 · REVENUE - MOTOR VEHICLE FEES	1,434.63	1,342.10	92.53	6.90%
4036 · REVENUE - Licenses/Permits	2,001.69	4,161.70	(2,160.01)	-51.90%
4040 · REVENUE - WATER CONNECTION FEES	-	5,586.24	(5,586.24)	-100.00%
4041 · REVENUE - SEWER CONNECTION FEES	-	8,054.34	(8,054.34)	-100.00%
4046 · REVENUE - SOLID WASTE FEE	2,735.57	4,600.71	(1,865.14)	-40.50%
4047 · REVENUE - OTHER OPERATING	752.92	3,178.96	(2,426.04)	-76.30%
4049 · REVENUE - FIRE GRANTS	46,726.80	-	46,726.80	100.00%
4050 · REVENUE - IMPACT FEES	-	11,884.18	(11,884.18)	-100.00%
4053 · REVENUE - GRT MUN CAP OUTLAY1/4	3,628.12	2,226.76	1,401.36	62.90%
4058 · Plan Review Fees	624.09	1,750.42	(1,126.33)	-64.40%
4100 · Miscellaneous Revenues				
4110 · Misc Revenue- TIDD reimburse	2,528.66	-	2,528.66	100.00%
Total 4100 · Miscellaneous Revenues	2,528.66	-	2,528.66	100.00%
7004 · REVENUE - FINANCE CHARGE ON W/S	26.36	79.66	(53.30)	-66.90%
7005 · REVENUE - INTEREST INCOME	6,672.13	3,111.71	3,560.42	114.40%
7010 · REVENUE - AD VALOREM TAX	6,845.20	9,372.79	(2,527.59)	-27.00%
9000 · BEG. BALANCE	-	-	-	0.00%
<b>Total Income</b>	<b>178,952.52</b>	<b>172,603.26</b>	<b>6,349.26</b>	<b>3.70%</b>

## Expense

6100 · Salary and Benefits				
6112 · SALARIES - STAFF	83,346.80	74,260.45	9,086.35	12.20%
6113 · SALARIES - ELECTED	2,626.14	2,626.14	-	0.00%
6121 · WORKER'S COMP INSURANCE	18,175.12	-	18,175.12	100.00%
6122 · HEALTH & LIFE INSURANCE	16,613.82	16,148.43	465.39	2.90%
6125 · FICA EMPLOYER'S SHARE	6,461.81	5,777.01	684.80	11.90%
6127 · SUTA STATE UNEMPLOYEMENT	104.29	69.89	34.40	49.20%
6128 · PERA Employer Portion	6,303.06	6,205.54	97.52	1.60%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	-	244.03	(244.03)	-100.00%
Total 6100 · Salary and Benefits	133,631.04	105,331.49	28,299.55	26.90%
6220 · OUTSIDE CONTRACTORS	55,906.12	31,211.73	24,694.39	79.10%
6225 · ENGINEERING	13,447.77	22,821.92	(9,374.15)	-41.10%



6225 · ENGINEERING	13,447.77	22,821.92	(9,374.15)	-41.10%
6230 · LEGAL SERVICES	4,564.77	6,615.19	(2,050.42)	-31.00%
6251 · WATER PURCHASE, STORAGE	51.51	81.36	(29.85)	-36.70%
6253 · ELECTRICITY	2,162.19	2,197.86	(35.67)	-1.60%
6256 · TELEPHONE	1,320.26	710.26	610.00	85.90%
6257 · RENT PAID	630.00	456.00	174.00	38.20%
6258 · WATER CONSERVATION FEE	48.51	58.11	(9.60)	-16.50%
6259 · Natural Gas	60.93	45.62	15.31	33.60%
6270 · LIABILITY & LOSS INSURANCE	33,395.51	-	33,395.51	100.00%
6311 · Uniforms and Safety Equipment	-	-	-	0.00%
6312 · CHEMICALS & NON DURABLES	2,244.06	-	2,244.06	100.00%
6313 · MATERIAL & SUPPLIES	5,819.86	2,014.04	3,805.82	189.00%
6314 · Dues/fees/registration/renewals	2,820.97	14,826.04	(12,005.07)	-81.00%
6315 · BANK CHARGES	183.74	-	183.74	100.00%
6317 · Personal Protective Equipment	516.88	197.40	319.48	161.80%
6318 · Postage	150.00	294.00	(144.00)	-49.00%
6320 · EQUIPMENT REPAIR & PARTS	680.32	214.96	465.36	216.50%
6322 · SMALL EQUIP & TOOL PURCHASES	-	1,878.32	(1,878.32)	-100.00%
6323 · SYSTEM REPAIR & PARTS	281.97	-	281.97	100.00%
6417 · VEHICLE MAINTENANCE	150.56	84.15	66.41	78.90%
6418 · FUEL EXPENSE	1,346.01	745.23	600.78	80.60%
6432 · TRAVEL & PER DIEM	1,259.06	285.60	973.46	340.90%
6434 · TRAINING	2,280.12	-	2,280.12	100.00%
6560 · Payroll Expenses	-	-	-	0.00%
6716 · LAB TESTING SERVICES	2,233.87	208.79	2,025.08	969.90%
8322 · CAPITAL EXPENDITURES	-	9,840.77	(9,840.77)	-100.00%
<b>Total Expense</b>	<b>265,186.03</b>	<b>200,118.84</b>	<b>65,067.19</b>	<b>32.50%</b>
Net Ordinary Income	(86,233.51)	(27,515.58)	(58,717.93)	-213.40%
9001 · TRANSFER TO FUND	-	(175,894.27)	175,894.27	100.00%
9002 · TRANSFER FROM FUND	-	175,894.27	(175,894.27)	-100.00%
<b>Net Income</b>	<b>(86,233.51)</b>	<b>(27,515.58)</b>	<b>(58,717.93)</b>	<b>-213.40%</b>

# VILLAGE OF TAOS SKI VALLEY

## GROSS RECEIPTS & LODGER'S TAX COLLECTION SUMMARY

Gross Receipts Tax  
CURRENT RATE = 9.25%

## GROSS RECEIPTS

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2008	\$20,214.64	\$49,552.50	\$30,529.91	\$18,716.47	\$24,225.26	\$23,499.17	\$50,734.80	\$146,293.94	\$160,211.63	\$167,362.79	\$212,589.13	\$20,102.55
YTD	\$20,214.64	\$69,767.14	\$100,297.05	\$119,013.52	\$143,238.78	\$166,737.95	\$217,472.75	\$363,766.69	\$523,978.32	\$691,341.11	\$903,930.24	\$924,032.79
FY 2009	\$5,978.98	\$31,604.97	\$36,411.72	\$34,168.28	\$36,755.21	\$36,869.62	\$81,443.70	\$194,410.32	\$178,012.59	\$176,315.78	\$191,892.82	\$36,332.99
YTD	\$5,978.98	\$37,583.95	\$73,995.67	\$108,163.95	\$144,919.16	\$181,788.78	\$263,232.48	\$457,642.80	\$635,655.39	\$811,971.17	\$1,003,863.99	\$1,040,196.98
FY 2010	\$32,800.00	\$38,773.70	\$39,381.43	\$61,759.08	\$56,887.02	\$54,858.12	\$42,174.35	\$223,797.16	\$189,376.01	\$176,576.34	\$221,448.63	\$59,190.36
YTD	\$32,800.00	\$71,573.70	\$110,955.13	\$172,714.21	\$229,601.23	\$284,459.35	\$326,633.70	\$550,430.86	\$739,806.87	\$916,383.21	\$1,137,831.84	\$1,197,022.20
FY 2011	\$31,002.86	\$62,982.96	\$26,127.83	\$33,610.96	\$60,913.74	\$74,949.02	\$42,282.39	\$171,246.82	\$139,053.09	\$142,336.03	\$154,287.41	\$27,928.23
YTD	\$31,002.86	\$93,985.82	\$120,113.65	\$153,724.61	\$214,638.35	\$289,587.37	\$331,869.76	\$503,116.58	\$642,169.67	\$784,505.70	\$938,793.11	\$966,721.34
FY 2012	\$64,073.01	\$26,203.38	\$23,181.89	\$42,430.30	\$60,186.45	\$32,954.89	\$47,797.29	\$207,267.40	\$162,805.78	\$182,358.83	\$200,924.87	\$42,673.54
YTD	\$64,073.01	\$90,276.39	\$113,458.28	\$155,888.58	\$216,075.03	\$249,029.92	\$296,827.21	\$504,094.61	\$666,900.39	\$849,259.22	\$1,050,184.09	\$1,092,857.63
FY 2013	\$36,835.14	\$20,863.12	\$45,705.38	\$27,699.69	\$66,674.98	\$48,677.59	\$50,727.81	\$178,549.60	\$163,125.28	\$166,032.40	\$203,817.88	\$21,818.85
YTD	\$36,835.14	\$57,698.26	\$103,403.64	\$131,103.33	\$197,778.31	\$246,455.90	\$297,183.71	\$475,733.31	\$638,858.59	\$804,890.99	\$1,008,708.87	\$1,030,527.72
FY 2014	\$32,785.51	\$20,399.76	\$33,382.63	\$32,521.83	\$42,153.17	\$47,625.85	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,868.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,568.97	\$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	\$118,550.59	\$207,717.57	\$250,972.85	\$212,959.98	\$187,022.24	\$243,419.70	\$35,925.42
YTD	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,558,719.66
FY2019	\$48,720.47											
YTD	\$48,720.47											

Current month GRT collections reflects money generated 2 months prior.

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

Lodger's Tax

LODGERS' TAX

CURRENT RATE = 5% 7/01/04 thru Current the tax rate is 5%, 2/97 thru 6/04 tax rate was 4.5%

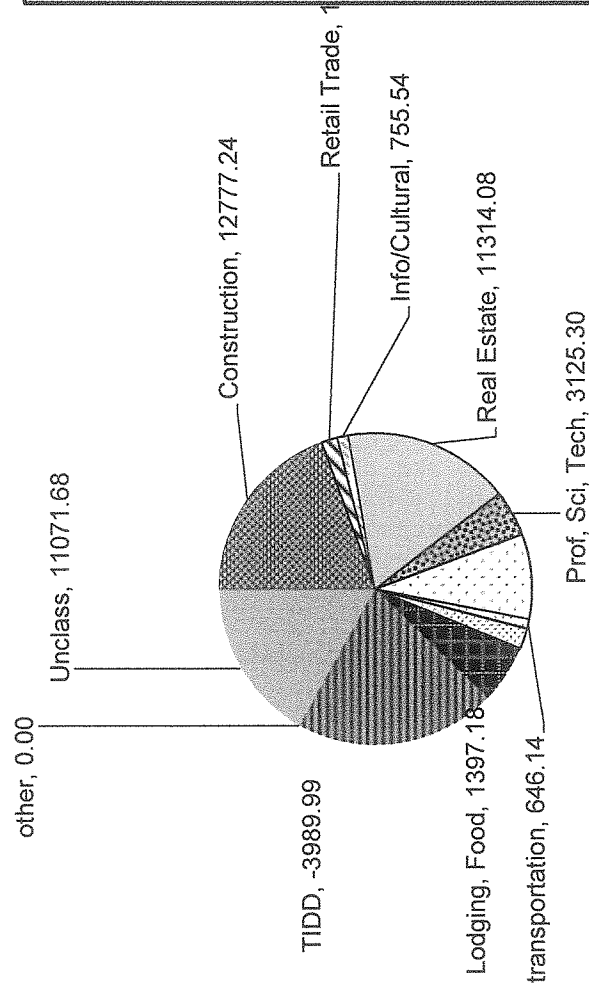
	July	August	September	October	November	December	January	February	March	April	May	June
FY 2008	\$2,722.84	\$5,440.23	\$4,285.04	\$2,754.53	\$3,901.84	\$577.12	\$51,173.76	\$59,427.24	\$69,853.67	\$77,642.16	\$6,257.25	\$6,805.31
YTD	\$2,722.84	\$8,163.07	\$12,448.11	\$15,202.64	\$19,104.48	\$19,681.60	\$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	\$6,521.15	\$71,990.70	\$56,655.53	\$68,454.45	\$74,080.27	\$1,667.88	\$3,332.25
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,338.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY2019	\$8,692.23											
YTD	\$8,692.23											

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

Aug FY2016 includes \$15K late LT  
 Sept 2016 includes \$10,172 in Late LT for FY2016  
 July FY2018 includes \$17,455 Late lodgers tax For FY2017

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

# Village of Taos Ski Valley Gross Receipts Distribution July 2018



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

FY2018 TIDD GRT Distribution

Date	VTSV Increment	State Increment	Admin Fees	Total TIDD	NMFA Offset	Hold Harmless GRT	VTSV Cash Received/with HH GRT (NOT offset)
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			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	7,507.77		208,890.93
6/16/2017	133,716.69	105,753.13	(2,065.50)	237,404.32	5,763.47		71,011.49
<b>TOTAL FY17</b>	<b>1,228,639.12</b>	<b>971,699.37</b>	<b>(18,978.72)</b>	<b>2,181,359.77</b>	<b>79,096.87</b>		<b>1,523,355.61</b>

7/15/2017	-	-	-	-	5,763.47		24,100.70
8/15/2017	-	-	-	-	5,763.47	375.39	42,938.60
9/15/2017	1,963.78	1,553.10	(30.32)	3,486.56	5,763.47	6,313.93	52,867.21
10/15/2017					5,763.47	7,023.40	69,591.15
11/17/2017	19,717.45	15,594.02	(304.57)	35,006.90	5,763.47	10,864.15	83,836.30
12/15/2017					5,763.47	11,907.89	112,787.12
1/16/2018	9,639.99	7,478.59	(147.66)	16,970.92	5,763.47	20,438.47	201,954.10
2/17/2018	4,088.96	3,233.85	(63.16)	7,259.65	5,763.47	26,140.24	245,209.38
3/17/2018	9,079.59	7,180.81	(140.25)	16,120.15	5,763.47	21,753.62	207,196.51
4/18/2018	59,594.75	47,132.00	(970.55)	105,806.20	5,763.47	18,859.26	181,258.77
5/17/2018	5,916.19	4,678.97	(91.38)	10,503.78	5,763.47	28,367.80	243,419.70
6/15/2018	110,000.71	86,851.34	(1,697.89)	195,154.16	5,763.47	4,685.39	35,925.42
<b>TOTAL FY18</b>	<b>110,000.71</b>	<b>86,851.34</b>	<b>(1,697.89)</b>	<b>195,154.16</b>	<b>69,161.64</b>	<b>156,529.54</b>	<b>1,501,084.96</b>
7/18/2018	3,989.99	3,155.58	(61.63)	7,083.94	5,763.47		48,720.47

<b>TOTAL FY16, FY17, FY18 &amp; FY19</b>	<b>2,190,574.44</b>	<b>1,716,563.18</b>	<b>(33,964.04)</b>	<b>3,873,173.58</b>	<b>148,258.51</b>	<b>156,529.54</b>	<b>3,939,728.34</b>
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Village Baseline

Month GRT is Generated	Month GRT is Reported to State	Month GRT is h GRT is distributed fr State to Entiti	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	233,275.42	196,637.53
April	May	June	64,234.89	34,854.41	29,380.48
May	June	July	93,353.53	50,654.43	42,699.09
June	July	August	40,142.02	21,781.41	18,360.61
July	August	September	89,560.14	48,596.11	40,964.03
August	September	October	134,697.23	73,087.89	61,609.34
September	October	November	108,590.92	58,922.38	49,668.54
October	November	December	204,035.98	110,711.70	93,324.28
November	December	January	174,517.70	94,694.82	79,822.88
<b>Total</b>			<b>2,349,811.54</b>	<b>1,275,028.17</b>	<b>1,074,783.36</b>

Monthly Public Safety Report  
Jul-18

<b>Law Enforcement</b>	<b>Hutter</b>	<b>Vigil</b>	<b>Sammy</b>	<b>Totals</b>
MVC's	3	0		3
Battery	0	0		0
Embezzlement	0	0		0
Residential Alarm	0	1		1
Business Alarm	0	0		0
Property Damage	1	1		2
Larceny	0	1		1
Vehicle Theft	0	1		1
Theft	0	1		1
Suspicious Persons/Vehicles	4	5		9
Arrests	0	0		0
Citizen Assists/Contacts	22	30		52
Traffic Enforcement Hours	36	40		76
Traffic Stops	5	4		9
Written Citations	2	1		3
Written Warnings	1	4		5
Verbal Warnings	4	14		18
Parking Citations	4	2		6
Assists to other Agencies	8	22		30
Tresspass Warnings	0	2		2
Foot Patrol Hours	9	30		39
B & E	0	1		1
Animal Calls	1	2		3
				0
<b>Fire/EMS</b>				0
Fire Calls	0	20		20
EMS Calls	2	2		4
				0
<b>SAR</b>	1	1		2

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: Consideration to Appoint a Voting Delegate for the NMML Annual Conference Business Meeting

DATE: August 14, 2018

PRESENTED BY: Mayor Christof Brownell

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The 61<sup>st</sup> Annual Conference of the NM Municipal League will be held August 29-31 in Roswell. At the Annual Business Meeting on Thursday, August 30, 2018, a President Elect, Vice President, Treasurer, and three Directors-at-Large for a two-year term and one Director-at-Large for a one-year term will be elected. Also, the Annual Statement of Municipal Policy and Annual Conference Resolutions will be adopted. Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy, and voting upon all other questions at the Annual Business meeting.

RECOMMENDATION: A motion is requested to appoint a voting delegate and an alternate to attend the NMML Annual Business Meeting on August 30, 2018.



**MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR  
ENTIRE GOVERNING BODY**

TO: MAYORS/GOVERNING BODY MEMBERS  
FROM: William F. Fulginiti, Executive Director  
SUBJECT: 2018 ANNUAL CONFERENCE VOTING DELEGATES  
DATE: July 13, 2018

The 61<sup>st</sup> Annual Conference of the NM Municipal League will be held August 29<sup>th</sup> through the 31<sup>st</sup> in Roswell.

At the Annual Business Meeting on Thursday, August 30<sup>th</sup>, a President Elect, Vice President, Treasurer and three Directors-at-Large for a 2-Year Term and one Director-at-Large for a 1-Year Term will be elected. Also, the *Annual Statement of Municipal Policy* and *Annual Conference Resolutions* will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Attached for your information are the *Policy Process Outline* and the *Annual Business Meeting Rules and Procedures*.

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. **The Voting Delegate and Alternate must be persons planning to attend the Conference.** Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and **return this form to the League Office no later than Wednesday, August 22, 2018.**

This is not an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference on the form provided in the Conference information you have already received.

**Voting Delegates and Alternates must check in with NMML Staff at the Credential's Desk at Conference Registration.**

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Municipality: \_\_\_\_\_

Voting Delegate: \_\_\_\_\_ Title: \_\_\_\_\_

Alternate: \_\_\_\_\_ Title: \_\_\_\_\_

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

**RETURN BY AUGUST 22, 2018 to:**

Jackie Portillo, Support Services Coordinator  
NM Municipal League  
P.O. Box 846 - Santa Fe, NM 87504  
jportillo@nmml.org  
Fax: 505-984-1392





**ANNUAL CONFERENCE**

**POLICY PROCESS OUTLINE**

**and**

**ANNUAL BUSINESS MEETING**

**RULES and PROCEDURES**

**August 30, 2018**  
**Roswell, NM**

# **POLICY PROCESS OUTLINE**

## **PRIOR TO ANNUAL CONFERENCE**

1. Policy Committees meet to review previous year's conference Resolutions and Statement of Municipal Policy, as well as newly submitted Resolutions and statements to be added to Policy. Proposed Resolutions or proposed Policy Statement amendments may be submitted by Committee members, member municipalities or League subsections. Committee makes necessary amendments and adopts, rejects, refers to appropriate other committee or (if resolution is not germane to coming session) refers to following year's committee, all by simple majority of votes cast.

Committee prioritizes all Resolutions it adopts (including those staff is directed to draft) as "High," "Medium" or "Low" priority. Committee then ranks all "High" priority Resolutions in descending order, with "1" as highest rank.

Policy Committee recommendations go to the Resolutions Committee.

2. Resolutions Committee meets and reviews proposed Resolutions and proposed Statement of Municipal Policy amendments as submitted by Policy Committees. Additional proposed Resolutions or proposed Policy Statement amendments may be submitted by Committee members, member municipalities or League subsections. Resolutions Committee makes necessary amendments and adopts or rejects by simple majority of votes cast.

Resolutions Committee recommendations, adopted by simple majority of votes cast, go to Annual Business Meeting at the Annual Conference.

## **LEAGUE ANNUAL CONFERENCE**

3. Resolutions Committee meets to consider additional proposed Resolutions or proposed Policy Statement amendments which have not been considered at its pre-conference meeting. Such proposals may be submitted by Committee members, member municipalities or League subsections. Resolutions Committee adopts or rejects by simple majority of votes cast, any new Resolutions or amended Policy Statement.

Resolutions Committee recommendations go to Annual Business Meeting.

4. The Annual Business Meeting reviews proposed Resolutions and proposed Statement of Municipal Policy amendments submitted by Resolutions Committee. The Annual Business Meeting makes necessary amendments and adopts or rejects by simple majority of votes cast.

Conference Resolutions and the Statement of Municipal Policy adopted by the Annual Business Meeting become the League's official documents for the year ending with the next Annual Business Meeting.

## **AFTER ANNUAL CONFERENCE**

5. At a Fall meeting of the League Board of Directors, the Board reviews the Conference Resolutions and prioritizes them for action in the upcoming legislative session. The Board then selects its top priorities to become the League's primary legislative agenda.

\* \* \* \* \*

In addition, at a joint meeting of the Boards of Directors of the League and the New Mexico Association of Counties, the two boards select those resolutions of the two associations which they jointly agree deserve joint association support in the legislative session.

# ANNUAL BUSINESS MEETING

## RULES AND PROCEDURES

- 1.0 **PRESIDING OFFICER.** The Presiding Officer of the Annual Business Meeting shall be the President who shall call the business meeting to order. If the President is absent from the meeting, the presiding officer will be determined in the following order:
- President-Elect
  - Vice-President
  - Treasurer
  - A member of the Board of Directors selected by the Board.
- 2.0 **FLOOR RULES.** The Presiding Officer shall control the conduct of the meeting and all floor actions, subject to challenge from delegates or the parliamentarian, if any. The Presiding Officer will take motions and seconds from the floor on matters of business, will recognize the call for the question and ask for the official vote from voting delegates. The Presiding Officer will recognize those parties wishing to address the voting delegates.

The business on the floor shall be directed by the following requirements and guidelines:

- 2.1 **Quorum.** The presence of credentialed delegates representing a majority of the member cities registered at the Annual Conference shall constitute a quorum.
- 2.2 **Rules of Order.** Robert's Rules of Order Revised shall govern the conduct of the Business Meeting unless otherwise specified in the New Mexico Municipal League By-Laws or these official rules and procedures.
- 2.3 **Parliamentarian.** A qualified parliamentarian will be appointed to assist the Presiding Officer and delegates on matters of procedure at all times during the Annual Business Meeting.
- 3.0 **ACCESS TO THE FLOOR - GENERAL RULES.** Access to the Annual Business Meeting shall be governed by these rules:
- 3.1 **Separation of Floor From Gallery.** The site of the business meeting shall be divided into a floor section and a gallery section. The floor section shall be further separated into a rostrum and a section for voting delegates and alternates. No one shall be given access to the voting delegates section except as provided by these rules.
- 3.2 **Delegate and Staff Access to the Floor.** To gain access to the floor, voting delegates or alternates must wear a registration name tag bearing a Delegate or Alternate sticker. Only those staff necessary for conducting the meeting shall be permitted on the floor.
- 3.3 **News Media Access to the Floor.** Members of the news media may be allowed on the floor at the discretion of the Presiding Officer.
- 3.4 **Committee Access to the Floor.** Policy committee, task force, or special committee chairpersons and vice-chairpersons, not certified to vote, may be allowed on the floor and may be recognized to speak at the discretion of the Presiding Officer.
- 3.5 **Delegates, Guests and Observers.** Any Conference delegate will have access to the gallery. Guests and observers may have access to the gallery at the discretion of the Presiding Officer. Conference delegates, guests and observers may be recognized to speak at the discretion of the Presiding Officer.

4.0 **VOTING.** Voting at the Annual Business Meeting shall be governed by the following rules:

4.1 **Credentials Committee.** The Credentials Committee shall have the power to determine the right of any municipality to be represented at the Annual Business Meeting of the League.

4.2 **Entitlement to Vote.** Each member municipality in good standing, as determined by the Credentials Committee, registered and attending the Annual Conference shall be entitled to one vote by its delegate appointed by its governing body. **Voting by proxy is prohibited. The delegate must be present to cast a vote.**

In the event that a member municipality fails to appoint a delegate, such matter shall be referred to the Presiding Officer of the Annual Business Meeting who may designate a Voting Delegate from that member municipality.

4.3 **Method of Voting.** Where there is more than one nominee for office, the voting shall be only by written, printed or typed ballot, and shall be counted by the Canvassing Committee. In the case of the Director-At-Large positions, the candidates receiving the largest plurality shall be elected. All other voting shall be by a show of hands or voice vote, except that upon request of one-third of the delegates present, a roll call shall be called upon any question. Upon any vote, a majority of the delegates present and voting shall prevail, except upon questions which require more than a majority vote under any of the provisions of the By-Laws.

5.0 **ELECTIONS.** Elections for officers of the Municipal League and its Board of Directors shall be governed by these rules: Elections for the following positions shall take place at the Annual Business Meeting: President, (if no President-Elect is currently holding office), President-Elect, Vice-President, Treasurer and expired At-Large Board of Directors seats, including unexpired At-Large Directorships if any.

5.1 **Nominating Committee.** In the absence of any declaration of candidacy for a particular office or directorship, the League President shall appoint a Nominating Committee not less than fifty-nine (59) days before the Annual Conference and written notice of such appointment shall be given to all member municipalities. The Nominating Committee shall consist of the President, who shall serve as chair, and two persons from each of the League Districts. No declared candidate for any office or for directorship shall be a member of the Nominating Committee.

5.2 **Nominating Committee Meeting.** When necessary, the Nominating Committee will meet not later than twenty-one (21) days prior to the Annual Conference to recommend a candidate for any undeclared office. The Nominating Committee Report shall be sent to all members within five (5) days after the finalization of the Committee Report.

5.3 **Nominations from the Floor.** At the Annual Business Meeting, nominations from the floor may be made by any certified voting delegate in attendance, for any office or directorship to be filled.

5.4 **Election of Officers and Directors.** Voting shall be conducted as set out in Procedures 4.1, 4.2 and 4.3. The nominee(s) receiving the highest number of votes shall be elected. In the case of the Directorships At-Large positions, the candidates receiving the largest plurality shall be elected.

#### 6.0 **ADOPTION OF THE STATEMENT OF MUNICIPAL POLICY & RESOLUTIONS**

Adoption of the Statement of Municipal Policy and Resolutions as outlined in the Annual Business Meeting preface of this document shall be by a majority of votes cast by the certified voting delegates present and voting.

#### 7.0 **ADJOURNMENT OF THE ANNUAL BUSINESS MEETING**

After the Presiding Officer has determined all business has been concluded, the Annual Business Meeting shall be closed by a motion from the floor. A motion to adjourn requires approval by a voice vote of a majority of those voting delegates present and voting.

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE: PUBLIC HEARING: Consideration to Approve Ordinance No. 2019-66  
for Water/Sewer Rate Increase as adopted as part of the 2019 Fiscal  
Year Budget**

DATE: August 14, 2018

PRESENTED BY: Mark G. Fratrack

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

At the May 4, 2018 Village of Taos Ski Valley Council meeting, Council preliminarily approved FY2019 Final Budget adoption. As part of the FY2019 Final Budget, the FY 2019 Budget Summary is adopted, which stated in regards to Water/Sewer rates and Trash Collection fees; "Staff is recommending a 4% increase in the fixed and variable rates. This equates to the variable rate going from \$.0454/gal to \$.0472/gal, or a \$.0018/gal increase, and the fixed rate going from \$56.82/EQR to \$59.09/EQR, or a \$2.27/EQR increase. Staff recommends that there should be no increase in the trash fees this year."

Additional information from the Budget Summary: "Water/Sewer Operating, has been split into 01 Water and 02 Sewer Operating accounts. This was a prerequisite to meet requirements to qualify for the USDA WWTP loan. Both funds are enterprise funds and should be self-supporting. When split, the "old" Fund 01 was allocated roughly at a 20/80 split between 01 Water and 02 Sewer. The FY18 budget forecasted a conservative gallons usage, whereas, with the slow season, water/sewer revenues are estimated at coming in 15% short by FY18 year end. We are currently at 80% of budget forecast with two payment months left; these have not historically been high water/sewer revenue months. Staff is staying with approximately the same gallon forecast from FY18. Staff feels we are still taking a conservative estimate on total water and sewer usage for upcoming FY19. However, even with higher forecasting for usage and revenue, the funds would still not be operating as self-funding enterprise funds. In FY17 it was forecasted, without the Blake Hotel, that the Village required at least a 16% increase in variable and fixed rates in order for the water/sewer fund to break even. Rates were raised the last two years by 4%, and even with the Blake online, it is not foreseen to make up the 16% shortfall we estimated in FY17. A 4% increase will keep the Village in pace with rising operation and maintenance costs and will continue to advance the Village closer to funds 01 and 02 becoming true enterprise self-supporting funds. With the projected WWTP, USDA debt service payment, it is more important than ever to move these two funds to be self-financing.

Staff will provide some additional information in order to have a rates discussion.

Regarding trash collection/revenues, the rate structure set up for FY17 was an effort to make a sustainable fund; rates appear to be on target, and the sludge hauling estimated costs look to be on target. Staff recommends that there should be no increase in the trash fees this year.

**Recommendation:** Staff recommends approval of Ordinance No. 2019-66.

**VILLAGE OF TAOS SKI VALLEY  
ORDINANCE NO. 2019-66**

**ORDINANCE NO. 2019-66 TO APPROVE A 4% INCREASE  
TO WATER AND SEWER RATES, AND TO KEEP TRASH RATES THE SAME FOR  
FISCAL YEAR 2019**

**Whereas**, the Village of Taos Ski Valley Council approved the Fiscal Year 2019 budget on July 27, 2018; and,

**Whereas**, in regards to the water/sewer rates, the budget summary recommends a 4% increase in the fixed and variable rates. This equates to the variable water/sewer rate going from \$.0454/gallon to \$.0472/gallon, or a \$.0018/gal increase, and the fixed water/sewer rate going from \$56.82/EQR to \$59.09/EQR, or a \$2.27/EQR increase. Staff is recommending separating revenue into water and sewer funds to follow USDA requirements, when payments are collected.

**Whereas**, in regards to the trash rates, the budget recommends that there be no increase in the trash fees this year. The trash fee will remain the same at \$4.77 per EQR.

**Whereas**, the budget summary has also been adopted and approved as part of the fiscal year 2019 budget;

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

That the 4% increase to water/sewer rates and no increase to the trash fee stipulated in the fiscal year 2019 budget summary be confirmed and implemented as of July 1, 2018.

PASSED, ADOPTED AND APPROVED this 14th day of August, 2018

\_\_\_\_\_  
CHRISTOF BROWNELL, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
ANN M. WOOLDRIDGE, Village Clerk

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: **Village of Taos Ski Valley Roads Discussion**

DATE: August 14, 2018

PRESENTED BY: Mark G. Fratrack, Village Administrator

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

There have been many different discussions on what to do about the roads in the Village of Taos Ski Valley. At a recent Kachina Master Plan meeting, a portion of the meeting was centered on Village roads and what to do about them. At the July 2, 2018 P&Z meeting, again the topic of Village roads came up. The issues are: How to control the dust? To pave or not to pave? Or maybe only pave so much? Don't pave at all and continue to try other methods? Bring State Road 150 up north of the parking lots, put in a bridge and have it connect with Kachina Road? Improve Kachina Road, for year-round or just off-ski season access? Talk of installing a gondola from the parking lot up to the Kachina area to cut down on traffic? Staff has discussed these issues at length.

The one question that always arises is how would the Village pay for this improvement? Paving Twining Road is an item listed on the TIDD projects as part of the Master Development Agreement.

RECOMMENDATION: No voting action necessary. Direction to Staff is optional.

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2019-369** Approving a Permanent Budget Adjustment Request (BAR) to the FY2019 Budget for the Capital Purchase of a 2018 Ford F450 Wildland Fire Truck from the Fire Protection Reserve Fund

DATE: August 14, 2018

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

-

BACKGROUND INFORMATION: The Village submitted its fiscal year 2018-2019 budget in July of 2018. At the time the Village fire chief was in negotiations with the New Mexico State Fire Marshall's Office to utilize reserve funds to purchase a new wild land fire unit. The purchase was approved and Chief Daniels used proper purchasing to secure the unit via HG Purchasing Group and Weis Fire & Safety Equipment. As this capital expense was not included in the original FY2019 budget it is now required to submit a BAR for this additional expense to the NM Department of Finance.

RECOMMENDATION: Staff recommends approval of Resolution **Resolution No. 2019-369** to amend the budget for the FY2019 for the additional expense to the Fire Protection Reserve fund of \$130,000.00.



**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2019-369**

**A RESOLUTION TO APPROVE A PERMANENT BUDGET ADJUSTMENT TO THE  
FY2019 BUDGET FOR THE CAPITAL PURCHASE OF A 2018 FORD F450  
WILDLAND FIRE TRUCK FROM THE FIRE PROTECTION RESERVE FUND**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on August 14, 2018 proposes to make an adjustment to the Fiscal 2018-19 budget as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>
8325/38	Capital Purchase/Fire Reserve Fund	\$130,000.00
	<b>TOTAL EXPENSE/BAR</b>	<b>\$130,000.00</b>

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on August 14, 2018, it considered adjustments to its budget for the Fiscal Year 2018-2019; and

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

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

**WHEREAS**, it is the majority opinion of this Council that the proposed budget adjustments meets the requirements as currently determined for Fiscal Year 2018-2019.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves, authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2018-2019 be amended accordingly.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE VILLAGE OF TAOS SKI VALLEY

By: \_\_\_\_\_  
Christof Brownell, Mayor

(Seal)

ATTEST:

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

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



Weis Fire & Safety Equipment Co., Inc.  
111 E. Pacific Ave  
Salina, KS 67401  
(785) 825-9527 Fax (785) 825-9538  
www.weisfiresafety.com



# Invoice

Date	Invoice #
7/17/2018	156839

<b>Bill To</b> TAOS SKI VALLEY FIRE 7 FIRE HOUSE ROAD TAOS SKI VALLEY NM 87525	<b>Ship To</b> TAOS SKI VALLEY FIRE 7 FIRE HOUSE ROAD TAOS SKI VALLEY, NM 87525
<b>E-MAIL</b>	
PLEASE CHECK ALL INFORMATION AND MAKE ANY CORRECTIONS. PLEASE INCLUDE YOUR E-MAIL ADDRESS IF YOU WOULD LIKE YOUR INVOICES EMAILED TO YOU. THANK YOU.	

Please return top portion with your payment

Terms	P.O. Number	Due Date	Rep	Invoice #	Work Done By	Ordered By
DUE ON DEL...		7/17/2018	02	156839	02	MITCH DANIELS
Quantity	Item Code	Description			Price Each	Amount
1	APP SALES	WEIS FIRE QUICK ATTACK 300			93,134.00	93,134.00
1	CHASSIS SALES - 3	CHASSIS			36,866.00	36,866.00

THANK YOU FOR YOUR BUSINESS.

We appreciate your business and promptness in paying within our terms. If you have any questions regarding this invoice, service or products we provide please do not hesitate to call or email us. A 3% convenience fee will be added to all payments made by credit card in excess of \$2,500.

Apparatus Sales: jenn.a@weisfiresafety.com  
Sales: dennis.j@weisfiresafety.com  
Muni Service: dc.wfe@weisfiresafety.com  
Accounts Receivable: ar@weisfiresafety.com

**REMIT TO:**  
Weis Fire and Safety  
PO Box 3467  
Salina, KS 67402-3467  
(785) 825-9527

<b>Subtotal</b>	\$130,000.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$130,000.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$130,000.00

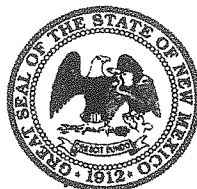


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# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL, VICE-CHAIR  
DISTRICT 2 PATRICK H. LYONS  
DISTRICT 3 VALERIE ESPINOZA  
DISTRICT 4 LYNDA LOVEJOY  
DISTRICT 5 SANDY JONES, CHAIR



P.O. Box 1269  
1120 Paseo de Peralta, Room 413  
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION  
Don Shainin, State Fire Marshal

## CHIEF OF STAFF

Ernest D. Archuleta, P.E.

1-800-244-6702 (In-state only)  
(505) 476-0066  
Fax: (505) 476-0100

July 24, 2018

Mitch Daniels  
Taos Ski Valley Fire Chief  
116 Sutton Pl,  
Taos, NM 87571

Dear Chief Daniels,

The specifications you submitted on July 19, 2018 for purchase of a WildLand Truck has been reviewed and are approved. The **Taos Ski Valley Fire Department** is authorized to use fire protection fund monies for the purchase of this apparatus. Please be advised the standards for the apparatus shall comply with **NFPA 1906** Standards for Wildland Fire Apparatus 2016 Edition. We strongly recommend that this Wildland truck is ordered fully equipped to meet NFPA 1906 standards.

**This letter shall serve as approval to expend fire protection fund monies to finance the cost of the Wildland truck. The Taos Ski Valley Fire Department currently holds an ISO rating of 5 with a minimum yearly Fire Protection Fund Allocation of \$84,279.00**

If there are any major changes in the specifications that are made prior to bidding procedures, this office must approve the changes or this authorization of expenditure shall be rendered null and void.

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority (NMFA) at 505-984-1454 to finance the vehicle. A loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection funds monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

Should you desire any further clarification, or have any questions please feel free to contact me at (505)467-9425.

Respectfully,

A handwritten signature in black ink, appearing to read "Derrick Rodriguez".

Derrick Rodriguez  
Fires Service Support Coordinator  
Fire Service Support Bureau  
New Mexico State Fire Marshal Division  
xc Deputy Fire Marshal John Kondratick  
File

**Village of Taos Ski Valley  
Village Council  
Agenda Item**

**AGENDA ITEM TITLE: Consideration to Approve Services Contract No. 2019-02  
Materials Inc. for Manufacturing, Delivery and Structural  
Design of Redi-Rock Formations for the Taos Mountain Lodge**

DATE: August 14, 2018

PRESENTED BY: Mark G. Fratrack, Village Administrator / Rich Willson, Building Inspector

STATUS OF AGENDA ITEM: New business

CAN THIS ITEM BE RESCHEDULED: Not recommended

**BACKGROUND INFORMATION:**

The Village issued an Invitation to Bid for Manufacturing, Delivery and Structural Design of Redi-Rock Formations to be used in conjunction with, and part of the the excavation, clearing and grading improvements at the Taos Mountain Lodge. The Village received one bid, from Materials Inc. The bid was \$141,881.00.

STAFF RECOMMENDATION: Staff recommends approval of Materials Inc.'s. bid for the Manufacturing, Delivery and Structural Design of Redi-Rock Formations.



## SERVICES CONTRACT #2019-02

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Materials, Inc., (hereinafter CONTRACTOR") on this \_\_\_\_ day of August, 2018

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide contractor services for the manufacturing, delivery and structural design of Redi-Rock formations for the Taos Mountain Lodge.

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

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

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

1. Scope of Work. CONTRACTOR shall act as:

To provide contractor services for the manufacturing, delivery and structural design of Redi-Rock formations for the Taos Mountain Lodge.

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

Materials, Inc.  
3601 Pan American Freeway Ne  
Albuquerque, NM 87107

3. Term. This contract shall be effective from 8/15/18 and terminate at 5:00 p.m. on 11/30/18 unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall not be effective until approved by the VILLAGE Council and signed by the Mayor.
4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.

5. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract, not to exceed a sum of \$141,881.00 plus applicable sales of .0925% using the TIDD CRS code #20-480 for filing.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. 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.
10. Work Product. Once the construction has been accomplished, the quality of work must be approved and accepted by the Village as complete. 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.
11. 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.
12. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
13. 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.
14. 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.

15. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.

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

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

**CONTRACTOR**

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

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

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
CHRISTOF BROWNELL, MAYOR

**ATTEST:**

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



**Village of Taos Ski Valley  
Village Council  
Agenda Item**

**AGENDA ITEM TITLE: Consideration to Approve Services Contract No. 2019-03 Vigil  
Asphalt and Gravel for Contractor Services for Site Excavation,  
grading, redi-rock and septic tank installation at the Taos  
Mountain Lodge**

DATE: August 14, 2018

PRESENTED BY: Mark G. Fratrack, Village Administrator / Rich Willson, Building Inspector

STATUS OF AGENDA ITEM: New business

CAN THIS ITEM BE RESCHEDULED: Not recommended

**BACKGROUND INFORMATION:**

The Village issued an Invitation to Bid for Site Excavation, grading, redi-rock and septic tank installation at the Taos Mountain Lodge. The Village received one bid. That bid was from Vigil Asphalt and Gravel, for \$291,967.62.

**STAFF RECOMMENDATION:** Staff recommends approval of Vigil Asphalt and Gravel's bid for the Site Excavation, grading, redi-rock and septic tank installation



RFP 2018-06

## SERVICES CONTRACT #2019-03

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Vigil's Asphalt & Gravel, (hereinafter CONTRACTOR") on this \_\_\_\_ day of August, 2018

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide contractor services for site excavation, grading, redi-rock and septic tank installation at the Taos Mountain Lodge.

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:

Excavate site, install 4 concrete holding tanks, excavate for and install redi rock walls according to specific provided by VTSV. See exhibit A for the scope of work and exhibit B for the project schedule.

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

Vigil Asphalt and Gravel  
PO Box 242  
Ranchos de Taos, NM 87557  
575-751-7426

3. Term. This contract shall be effective from 8/15/18 and terminate at 5:00 p.m. on 11/30/18 unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall **not be effective until approved by the VILLAGE Council and signed by the Mayor.**
4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.

5. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract, not to exceed a sum of \$291,967.62 plus applicable sales of .0925% using the TIDD CRS code #20-480 for filing.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. 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.
10. Work Product. Once the construction has been accomplished, the quality of work must be approved and accepted by the Village as complete. 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.
11. 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.
12. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
13. 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.
14. 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.

15. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.

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

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

**CONTRACTOR**

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

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

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
CHRISTOF BROWNELL, MAYOR

**ATTEST:**

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

**Village of Taos Ski Valley  
Village Council  
Agenda Item**

**AGENDA ITEM TITLE: Consideration to Approve Services Contract No. 2019-04 Vigil  
Asphalt and Gravel for Contractor Services to Remove Trees  
and Stumps in Preparation for Site Excavation at the Taos  
Mountain Lodge**

DATE: August 14, 2018

PRESENTED BY: Mark G. Fratrack, Village Administrator / Rich Willson, Building Inspector

STATUS OF AGENDA ITEM: New business

CAN THIS ITEM BE RESCHEDULED: Not recommended

**BACKGROUND INFORMATION:**

The Village issued an Invitation to Bid to Remove Trees and Stumps in Preparation for Site Excavation at the Taos Mountain Lodge. The Village received two bids. One bid was from (in order they were received) Vigil Asphalt and Gravel for \$5462.50, and Rock N Snow, LLC for \$6139.85. Staff is recommending the low bid.

**STAFF RECOMMENDATION:** Staff recommends approval of Vigil Asphalt and Gravel's bid for the Remove Trees and Stumps in Preparation for Site Excavation



## SERVICES CONTRACT #2019-04

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Vigil's Asphalt & Gravel, (hereinafter CONTRACTOR") on this \_\_\_\_ day of August, 2018

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide contractor services to remove trees and stumps in preparation for site excavation at the Taos Mountain Lodge.

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:

Remove trees in the area identified in exhibit "A" site map in preparation of Taos Mountain Lodge site for driveway construction and retaining walls.

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

Vigil Asphalt and Gravel  
PO Box 242  
Ranchos de Taos, NM 87557  
575-751-7426

3. Term. This contract shall be effective from 8/15/18 and terminate at 5:00 p.m. on 11/30/18 unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall not be effective until approved by the VILLAGE Council and signed by the Mayor.
4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.

5. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract, not to exceed a sum of \$5,462.50 plus applicable sales of .0925% using the TIDD CRS code #20-480 for filing.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. 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.
10. Work Product. Once the construction has been accomplished, the quality of work must be approved and accepted by the Village as complete. 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.
11. 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.
12. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
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**CONTRACTOR**

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CONTRACTOR'S GRT/CRS NUMBER or

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CONTRACTOR'S FED. TAX ID NO. or SSN

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
CHRISTOF BROWNELL, MAYOR

**ATTEST:**

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

**Village of Taos Ski Valley  
Village Council  
Agenda Item**

**AGENDA ITEM TITLE: Consideration to Approve Purchase of World Rock from Taos  
Gravel Products for the Taos Mountain Lodge**

DATE: August 14, 2018

PRESENTED BY: Mark G. Fratrack, Village Administrator / Rich Willson, Building Inspector

STATUS OF AGENDA ITEM: New business

CAN THIS ITEM BE RESCHEDULED: Not recommended

**BACKGROUND INFORMATION:**

The Village issued an Invitation to Bid for World Block to be used in conjunction with, and part of the the excavation, clearing and grading improvements at the Taos Mountain Lodge. The Village received one bid. That bid was from Taos Gravel Products. This was a unit priced bid, as follows:

W x L x H	Price	Count
30 x 60 x 30 Middle/Bottom	\$175/ea	87
30 x 60 x 30 Top	no bid	30 (color choice req'd for pricing)
30 x 60 x 15 Top	\$120/ea	23
30 x 30 x 30 Middle/Bottom	\$120/ea	5
30 x 30 x 30 Top	no bid	1 (need nubs removed)
30 x 30 x 15 Top	no bid	2 (need nubs removed)

Estimated total contract is between \$24,000 and \$30,000.

**STAFF RECOMMENDATION:** Staff recommends approval of the World Block bid for Taos Gravel Products