



VILLAGE COUNCIL REGULAR MEETING AGENDA
EDELWEISS LODGE CLUB ROOM
106 SUTTON PLACE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, JANUARY 14, 2020 2:00 P.M.

1. CALL TO ORDER AND NOTICE OF MEETING
2. ROLL CALL
3. APPROVAL OF THE AGENDA
4. APPROVAL OF THE MINUTES OF THE DECEMBER 10, 2019 VILLAGE COUNCIL REGULAR MEETING
5. CITIZEN'S FORUM –for non-agenda items only. Limit to 5 minutes per person (please sign in)
6. FINANCIAL REPORTS
 - A. Elected Officials Signature of Outside Employment Statements
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 Representative to the Holy Cross Hospital Nominating Committee
 - B. Planning & Zoning Commission Appointment Applications
 - C. Appointment of Representatives to the NPRTPO
10. STAFF REPORTS
11. OLD BUSINESS
 - A. Consideration of Proposed Settlement Agreement Between VTSV and TSVI Regarding Parcels C and D (item to follow Closed Session)
12. NEW BUSINESS
 - A. Consideration to Adopt a Village Holiday Schedule
 - B. Consideration to Approve Establishing a 2020 Budget Calendar for the Village of Taos Ski Valley
 - C. Consideration to Approve **Resolution No. 2020-420** A Resolution Concerning Governing Body Meetings and Public Notice Required
 - D. Consideration to Approve **Resolution No. 2020-421** Requesting a Permanent Budget Adjustment(BAR) to the FY2020 Budget to Increase the Transfer Out from the General Reserve Fund (43) and to Increase the Transfer In to the Water Depreciation Fund (41) for Kachina Water Tank Expenses
 - E. Consideration to Approve a Professional Services Contract for First Responder Coverage to Provide Emergency Medical Technician (EMT) Services
 - F. Consideration to Approve Renewal of the Contract for Legal Counsel with Susan C. Baker, Esq.
 - G. Consideration to Approve Renewal of the Contract with Stifel, Nicolaus & Company Inc., Public Finance, (formerly G.K.Baum).

H. Discussion and Direction to Pursue the Offer of NCRTD Extension of Bus Service during March 30 - April 12, 2020

I. Introduction: **Ordinance No. 2020-10** an Ordinance of the Village of Taos Ski Valley Adopting Building and Construction Codes

J. Discussion and Direction to Staff to Prepare a Firewise Resolution

13. MISCELLANEOUS

14. CLOSED SESSION

A. Discussion of Possible 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

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



Village of Taos Ski Valley
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VILLAGE COUNCIL REGULAR MEETING
DRAFT MINUTES
EDELWEISS LODGE CLUB ROOM
106 SUTTON PLACE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, DECEMBER 10, 2019 2:00 P.M.

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

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

2. **ROLL CALL**

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

Governing body present:

Mayor Christof Brownell
Councilor Jeff Kern
Councilor Roger Pattison (joined the meeting during item 6.)
Councilor Chris Stagg
Councilor Tom Wittman, Mayor Pro Tem

Staff present:

Village Administrator John Avila
Village Clerk Ann Wooldridge
Finance Director Nancy Grabowski
Police Chief Sam Trujillo
Community Development Director Patrick Nicholson
Project Manager Rich Willson
Administrative Assistant Christina Wilder
Village Attorney Susan Baker

3. **APPROVAL OF THE AGENDA**

MOTION: To approve the agenda as presented

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

4. **APPROVAL OF THE MINUTES OF THE NOVEMBER 12, 2019 VILLAGE COUNCIL REGULAR MEETING**

MOTION: To approve the amended minutes as presented

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

5. **CONSIDERATION TO APPOINT MELVIN EUGENE COOPER AS A POLICE OFFICER 1-TEMPORARY PART TIME FOR THE VILLAGE OF TAOS SKI VALLEY**

MOTION: To appoint Melvin Eugene Cooper as a Police Officer 1-Temporary Part Time for the Village of Taos Ski Valley

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

Clerk Wooldridge gave Officer Cooper his oath of office. The Mayor and Council congratulated Officer Cooper.

6. **PRESENTATION ON CURRENT FOREST RESTORATION ACTIVITIES AND OPPORTUNITIES FOR COLLABORATION** by Ray Corral, Carson National Forest Fire Management Officer, and J.R. Logan, Community Wildfire Protection Plan Core Team Coordinator

Mr. J.R. Logan, Coordinator of the Taos County Community Wildfire Protection Plan (CWPP) CORE Team said that the Highway 150 Corridor Decision Memo was signed in February 2018, which opened the door for work to be done in the National Forest on Highway 150. The Highway 150 Corridor Project Boundary consists of 873 acres. The action map indicates areas for planned conifer removal/aspen regeneration, free thinning, regeneration patch cuts, and areas for riparian restoration. Mr. Logan's PowerPoint presentation contained diagrams showing areas of greater and lesser probability of crown fire. He said that the Village's CWPP matches closely to the Highway 150 Corridor Project Plan for planned thinning in and around the Village.

Mr. Logan described the actions taken by him and others in obtaining funds for thinning in the San Cristobal area. He said that the U.S. Forest Service is underfunded, and that he had been able to secure \$250,000 for forest thinning, which was able to be used on federal land. Mr. Logan said that there is an opportunity for collaboration with State, County, and local efforts for thinning on USFS and BLM lands, and to also coordinate private-side efforts for thinning by TSVI on its Special Use Permitted land. There are funds available for the Village to apply for from NM State Forestry through the Forest and Watershed Restoration Act, and from NM State Forestry through the Non-Federal Lands Grant. Additionally, funds are available from the USFS through the Collaborative Forest Restoration Program. Recommended funding sources for private property owners for thinning are the Taos Soil and Water Conservation District Fire Prevention Cost Share Program, and the EQIP Program through the Natural Resources Conservation District. Each of these programs has different application deadlines and funding amounts annually. Mr. Logan explained how the funds had snowballed in the case of the San Cristobal thinning effort; in 2018 and 2019 five different grants were obtained through the Forest Watershed Restoration Act, the Non-Federal Lands Grant, and the Collaborative Forest Restoration Program for various acreage amounts each. Funding for a total of 975 acres was obtained in that time period. Applications and grants are still underway for additional acreage of thinning in this area.

Ray Corral explained that various zones around the Village were slated for fuel treatments in the Highway 150 Project Plan. The Bull of the Woods section has been funded, and thinning is expected to begin in the spring. For thinning in the Wild West area and in the Minnesota's, the USFS' Special Use Permit holder would create the plan. Mr. Corral explained that standing dead trees act more like a fuel break in the event of a wildfire because they don't have a crown to burn. Once the dead trees fall to the ground, they are more dangerous, he said.

Mr. Corral said that a Northside at Taos Ski Valley project for thinning on 50 acres of private land and 50 acres of USFS land had been applied for by the Pattisons. An award of \$200,000 was approved in November 2019 by the Forest and Watershed Restoration Act Committee (FAWRA).

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

A. Homeowner Mike Fitzpatrick thanked Chief Trujillo for following up with NMDOT to eliminate the passing zones in Amizette.

B. Susie Schwartz presented a Town of Taos resolution regarding health, safety, and regional contamination issues at Los Alamos National Laboratory. She asked to meet with the Mayor to discuss a possible similar resolution by the Village of Taos Ski Valley Council.

8. **FINANCIAL REPORTS**

Finance Director Grabowski reported that GRT remitted to the Village in November for September filings was \$88,409 compared to \$141,644 for last year. Year-to-date is \$41,000 versus \$474,429 for last year. The low number is a result of a lack of distribution in October, along with a withdrawal of GRT by NM Tax & Revenue for repayment of funds which it determined should have gone to the TIDD.

The TIDD received GRT in November of \$193,395. Hold Harmless GRT for the month was \$22,260.

Lodger's tax collections in November for October were \$15,121 versus \$11,905 for last year. Fiscal year-to-date total is \$84,870 versus \$70,303 for last year.

Several pieces of obsolete Village equipment were sold from the Public Surplus site from which the Village received \$26,591 in November.

9. **COMMITTEE REPORTS**

A. **Planning and Zoning Commission** –Commission Chair Wittman reported that the Commission did not meet in December, as it met on November 18, 2019. The next meeting is scheduled for January 6, 2020. The continuance of the Public Hearing from November 4, 2019 is currently scheduled for the February 3, 2020 Commission meeting. The developer is working on finalizing their plans.

B. Public Safety Committee –Committee Chair Pattison reported that the Committee and the Firewise Board did not meet in December. The Committee is continuing work on the Firewise draft ordinance. The next meeting will take place on January 6, 2019 at 10:00 a.m. at the Inn at Taos Valley.

C. Firewise Community Board of Directors – Discussion was covered under the Public Safety Committee report. The next meeting will take place on January 6, 2019 at 11:00 a.m. at the Inn at Taos Valley.

D. Parks & Recreation Committee – The information relayed from Chair Katherine Kett was that the Committee was continuing work with Planning Director Nicholson and the GIS technician on a trails plan. The next meeting time will be announced at a later date.

E. Lodger’s Tax Advisory Board – No report

10. REGIONAL REPORTS

Planning Director Nicholson said that the Source Water Protection Committee had met the previous week and had had a very productive discussion on prioritizing protective measures to safeguard the Village’s water supply. He said that the final draft Source Water Protection plan is now complete, while the Committee is finalizing comments, revisions, and recommendations. The Committee will meet again on January 9, 2020 at 10:00 a.m. at the Edelweiss Lodge Club Room.

11. MAYOR’S REPORT

Mayor Brownell said that the new snow had been welcome, and Councilor Stagg said that the snow level was well in advance of the same time last year. The Landfill Board Recycling Committee is still trying to work out a plan, he said. Mayor Brownell suggested that the Village try to work with merchants to encourage reduction of single-use plastics.

The project in Questa to get older homes renovated and up for sale or for use was discussed at the IGC meeting.

12. STAFF REPORTS

Administrator Avila reported on ongoing projects:

- **WWTP** – Project management for the Waste Water Treatment Plant includes scheduling for month-end the regular progress meetings with USDA to coincide with the Village’s pay application process. A list of guided items are discussed at monthly construction meetings, the last week of the month, and addressed in the owner’s monitoring report to Rural Development. The final disbursement of \$53,415 in the Capital Outlay grant has been received. Administrator Avila reported on work in progress: last pump set this morning, gas line to be finished in building this week and test heaters, clean water testing this week, test date to start seeding next week, CID permits and electrical completed. Have backup heating as needed for seed testing the new plant. Skinned building with doors installed by next week and the weather is predicted good for the schedule. The electrical will be pulled out of existing conduit at treatment plant prior to running fiber. Director Martinez said that colder temperatures this year have made it difficult to get the nitrogen cycle working. He said that the new plant should be online by Christmas.
- **Kachina Water Tank** – The tank construction portion is complete with tank tests and beam coating in November. Even though the tank is constructed there remains additional work to make it operational. RMCI has suspended work until after the ski season in 2020. The pumps are onsite and electrical plans are ready for assignment to RMCI or another entity for installation of mechanical piping. An agreement for assignment and removal of extra material from the site by TSVI upon completion of construction still needs to be drafted however TSVI has provided a letter to that effect. This will generate an RMCI credit back for the project. Dry utilities at the tank including electrical, fiber, and mechanical piping in the vault, are in place but still need to be coordinated with providers’ infrastructure. The Public Works Department has committed to extending the dry utilities from the existing end locations on Blue Jay Ridge Road to the location where they connect with RMCI work. Closing project funding documentation has been completed with the Water Trust Board but they will continue to monitor the project until completion.
- **Village Hall Complex** – The apartment portion of the project is being treated as an enterprise fund because of planned expenses and revenues. Work to repair the two-unit building started last week and then work will follow on

the other apartment units. This will allow for on-call EMS staffing housing during the season. Paving has been completed. Work at the Village Complex in December is planned to include installing and testing the fiber.

• **Other Items:**

- The Village of Taos Ski Valley has submitted its Excavation RFP to ECCOG for input and will post the request in January. The coordination was in response to the ECCOG Administrator's request.
- The Village has also shared a draft document for coordinating Building Official/Inspector Services and expects to hear back after the Town of Taos Council meeting this evening.
- One of the Legislative Efforts that was learned about at the NMML Winter Conference is that Legislative representatives are planning to increase funding for Fire Department and Police Department capital projects during the upcoming 2020 session. This is possible due to a healthier State General fund that will allow less transfer from Police and Fire funds in the State. The capital expenditures will be through Capital Outlay and/or formulaic funding to each local department through their Fire and Police fund disbursements. The Departments are advised to use their capital planning lists for project applications.
- TIDD project meeting with TSVI is scheduled for next week to review and help support the construction plans for Thunderbird/ Ernie Blake Roads scheduled for 2020.
- Staff intends to have the latest TIDD Dedications on the January Council Meeting. Staff has worked on answering questions over the last few weeks and thinks that review is nearing completion.

Department Briefs

- Chief Trujillo presented the November Public Safety report: Arrests (0), Residential Alarms (3), Business Alarms (5), Vehicle Alarm (1), Suspicious Persons/Vehicles (3), Citizen Assists (101), Embezzlement (0), Traffic Enforcement Hours (82), Traffic Stops (6), Traffic Hazard (5), Theft (0), Vehicle Theft (0), Larceny (0), Property Damage (0), Verbal Warnings (13), Written Warnings (7), Parking Citations (5), Written Citations (3), Assists to other Agencies (6), Foot Patrol Hours (40), Welfare Check (3), Animal calls (2), MVCs (1), B&E (0), Trespass Warnings (0), Found/Lost Property (0), Disorderly (0), Reckless Driver (1), Private Property Crash (2), 911 Hang Up (1), Trespassing (0), Battery or Assault (1), Domestic Calls (1), Narcotics Adult (0), Civil Stand-by (0), Shots Fired (0), Abandoned Vehicle (2), Fire Calls (4), Fire Alarms (2), EMS Calls (2), SAR Calls (0).
- Planning Director Nicholson reported that planning department staff and contractors continue to review and address items of concern about the proposal for the Resort at Taos Ski Valley. The preservation of open space and year-round access remain primary concerns. The preliminary plat approval and rezoning request are scheduled to be heard at the February 3, 2020 P&Z Commission meeting. Recent meetings with TSVI management indicate that the Thunderbird Road reconstruction project is on track for work to commence in the spring, after ski season
- Administrator Avila read Building Official Bowden's report, as Building Official Bowden was at the Village Office to allow for the Kit Carson fiber optic installers to complete their work. Building Official Bowden conducted two residential inspections and five multi-family or commercial inspections. A temporary certificate of occupancy was issued for the Columbine Inn, pending State Fire Marshal inspection in January. The contractor certified completion of upgrades to the alarm system according to the scope of work. One permit has been issued, for a spring start, and two permit inquiries for residential applications have been received. He has been concentrating on drafting the updated Village Building Code Ordinance in conjunction with Administrator Avila and Attorney Baker.
- Public Works Director Martinez reported that staff time had been spent plowing roads because of the 22 inches of snowfall in the recent two storms. New Staff members are still learning the routines. Mechanic Vasquez is keeping up with equipment maintenance. An agreement has been arranged for snow removal with the St. Moritz because the road encroaches on their property. The treatment plant construction is causing extra work in order to remain in compliance but the Staff is working through the various issues as the plant gets tested and online.
- Clerk Wooldridge reported that candidate filing day for the March 3, 2020 Municipal Officer Election is January 7, 2019 from 9 to 5 at the Village Office, 7 Firehouse Road. January 14, 2020 is the write-in candidate filing day. Details will be distributed.
- Attorney Baker reported that the P&Z Commission had recommended that the Firewise Board meet with the P&Z Commission for a working session on the draft Firewise Ordinance, which will occur at the January 6, 2020 P&Z meeting. She said that it appears TSVI and the Village have agreed on an arrangement for the Parcel D and Parcel C fees. Details of the Resort at Taos Ski Valley development agreement continue to be worked out. Plans for an exchange of property/deeds for the Firehouse Road property are being worked on with Mickey Blake.

13. **OLD BUSINESS**

14. **NEW BUSINESS**

A. Consideration to Approve Resolution No. 2020-417 a Resolution to Approve of the Disposal of the Department of Public Safety Eagle Radar Units

The purpose of the disposal/donation of these two radar units is that they are no longer operable for daily use and are obsolete.

The cost to repair and recalibrate these units would not be practical, and the Department has updated to newer and more effective radar units.

MOTION: To approve Resolution No. 2020-417 a Resolution to Approve of the Disposal of the Department of Public Safety Eagle Radar Units

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

B. Consideration to Approve Resolution No. 2020-418 Approving the Village of Taos Ski Valley 2020 Legislative Priority Requests

The Village Staff is planning to seek legislative funding during the 2020 Legislative Session. For support of Staff's request for funding it is prudent that the Village Council pass a Resolution supporting the request for priority funding of capital improvement projects.

This action does not preclude the Legislature funding other Village projects but directs Staff's efforts for the application process. The Mayor and Council should discuss and decide which projects from the ICIP list should be prioritized for legislative funding requests, said Administrator Avila. Councilor Stagg suggested that it would be best to pick one or two projects that are shovel-ready which could be completed and could create jobs.

Discussion followed. The Kachina Booster Station was suggested as a good example, because just the last 10% of the project is needed for completion. Water line upgrades and installation was also suggested as a good project as there are many areas needing upgrades, and additional fire hydrants are needed. Planning Director Nicholson supported the upgrade of infrastructure in Twining Road before improvements are made to the road. Director Martinez said that it is best to upgrade main lines first so that when lines in side streets are upgraded, the lines are connected to new lines. Councilor Stagg said that requests for fire, life safety, and health items are always appealing. Additional fire and Police funds will be available this year, through either capital outlay requests, or through the formulaic funding each department receives in annual disbursements. The Village Administrative Complex needs to be funded, and there was a suggestion to fund the undergrounding of electric lines, especially in Amizette. In the past, however, it was the Kit Carson franchise fees that paid for the Village's portion of the work to be done. Kit Carson funds its portion of the work. These funds are not able to be used on private property. Development of Gunsite Springs is also on the Village's ICIP project list, though Director Nicholson said that it made sense to seek funds next year, after the \$315,000 in legislative funding from this year had been expended.

MOTION: To approve Resolution No. 2020-418 Approving the Village of Taos Ski Valley 2020 Legislative Priority Requests, with the top three priority projects being the Kachina Water Booster Station, Water Line Upgrades and Expansion, and Wastewater Line Upgrades and Expansion

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

Councilor Stagg urged the staff to get the appropriate forms filled out for each project, signed by Bobby Gonzales, and submitted.

C. Consideration to Approve Renewal of the Medical Director's Service Contract for the EMS System in the Village of Taos Ski Valley

The Village of Taos Ski Valley has maintained a contract with Dr. Quigley Peterson as the medical director for the EMS system in the Village for many years. The most recent contract has expired and needs to be renewed. As stated in his contract, he shall maintain a valid license to practice medicine in New Mexico, oversee continuing education and quality assurance for service members licensed by the New Mexico EMS Bureau, develop and approve guidelines and protocols with the Village's Director, act as a liaison with the local health care providers including the Taos Ski Valley Ski Patrol and the EMS Bureau in Santa Fe, and agree to allow his clinic to be used as a staging area in the event of a medical emergency within the Village. Director Grabowski said that the cost to the Village is \$3,600 a year, the cost of one half of the Director's liability insurance for this service. The other portion is paid by TSVI.

MOTION: To approve Renewal of the Medical Director's Service Contract for the EMS System in the Village of Taos Ski Valley

Motion: Councilor Pattison Second: Councilor Wittman Passed: 4-0

D. Consideration to Approve an Increase in Shift Stipends to Emergency Medical Services Peak On-Call Volunteers for the 2019-2020 Ski Season

The Village of Taos Ski Valley has been providing on-call shift stipends for volunteer EMS staff during peak weekends and holidays for the past two ski seasons. Volunteer on-call EMS services are scheduled to begin this season on December 20, 2019. Unfortunately it has been a struggle to get volunteers despite the stipend now offered. A suggestion while meeting with Dr. Peterson and Leland Thompson from TSVI ski patrol, was to increase the paid stipend from \$75.00 per overnight shift to \$100.00 per overnight shift to encourage more participation. With the increased support from the Village Lodger's Tax Board there should be sufficient funds to cover this request. It is the hope to provide coverage at holiday periods and on busy weekends, at the least.

MOTION: To approve an Increase in Shift Stipends to Emergency Medical Services Peak On-Call Volunteers for the 2019-2020 Ski Season

Motion: Councilor Pattison Second: Councilor Wittman Passed: 4-0

E. Consideration to Approve Renewal of the GIS Services Contract and Authorization for the Village Administrator to Negotiate the Terms of the Contract

Today a Geographic Information System (GIS) is an essential municipal service, providing program support across all Village Departments. The GIS services contractor would build upon and expand the past year's efforts with work continuing on system design, data compilation, base layer creation and development, spatial analysis and mapping. Examples of the types of spatial analysis and GIS mapping products provided as deliverables under the contract would include: municipal zoning and land use, Village utilities and infrastructure, land ownership, land development scenarios, E-911 addressing, public safety response time areas, and the like. It is anticipated that upon completion of an expanded Village Hall facility, that a permanent part-time position would be created, allowing this service to be brought in-house.

MOTION: To approve Renewal of the GIS Services Contract and Authorization for the Village Administrator to Negotiate the Terms of the Contract

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

Director Nicholson said that the contract amount will be \$18,000 less than last year's. The contract does not oblige the Village to hire someone part-time in the future.

15. MISCELLANEOUS

A. Attorney Baker said that all Committees and Commissions will be required to adopt an open meetings act resolution in January.

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

The next Regular Village Council Meeting will be held on Tuesday, January 14, 2020 at 2:00 p.m. at the Edelweiss Lodge Club Room.

17. ADJOURNMENT

MOTION: To Adjourn

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

The meeting adjourned at approximately 4:15 p.m.

Christof Brownell, Mayor

ATTEST: _____
Ann M. Wooldridge, Village Clerk

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 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
FY 2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,062.46
FY 2020	\$73,181.77	-\$186,958.84	\$83,775.61	-\$17,407.08	\$88,409.53	\$146,106.99						
YTD	\$73,181.77	-\$113,777.07	-\$30,001.46	-\$47,408.54	\$41,000.99	\$187,107.98						

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

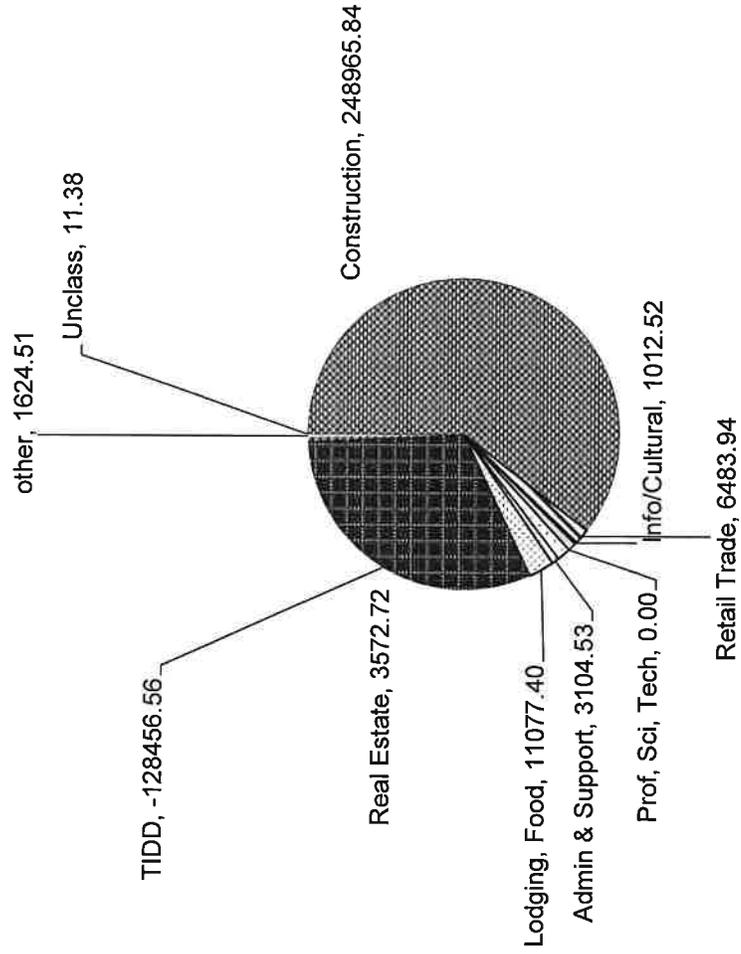
Lodger's Tax

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 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	\$56,074.56	\$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	\$17,791.85	\$15,936.00	\$15,977.48	\$11,905.77	\$18,255.86	\$89,403.18	\$100,794.38	\$105,205.05	\$122,892.45	\$12,426.36	\$5,097.57
YTD	\$8,692.23	\$26,484.08	\$42,420.08	\$58,397.56	\$70,303.33	\$88,559.19	\$177,962.37	\$278,756.75	\$383,961.80	\$506,854.25	\$519,280.61	\$524,378.18
FY2020	\$9,107.40	\$23,176.76	\$18,926.00	\$18,538.79	\$15,121.36	\$16,682.78						
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09						

Village of Taos Ski Valley Gross Receipts Distribution December 2019



Construction	Retail Trade	Info/Cultural	Other Estate
Prof, Sci, Tech	DMFA Interest	Others & Support	Lodging Food
TIDD	Admin Fee	Other	Unclass

VILLAGE OF TAOS SKI VALLEY

Profit & Loss Prev Year Comparison

July through December 2019

Ordinary Income/Expense	Jul - Dec 19	Jul - Dec 18	\$ Change	% Change
Income				
4012 · REVENUE - Water Sales	85,829.75	109,529.92	-23,700.17	-21.6%
4013 · Revenue - Sewer	343,316.47	256,355.79	86,960.68	33.9%
4018 · REVENUE- GRT HB 6	189.99	0.00	189.99	100.0%
4019 · REVENUE-Hold Harmless GRT	70,766.12	70,335.89	430.23	0.6%
4020 · REVENUE - GRT MUNICIPAL	173,001.57	269,658.59	-96,657.02	-35.8%
4021 · REVENUE - GRT - STATE	139,350.24	224,342.58	-84,992.34	-37.9%
4022 · REVENUE - GRT - ENVIRONMENT	7,108.62	11,061.53	-3,952.91	-35.7%
4023 · REVENUE - GRT - INFRASTRUCTURE	28,436.24	44,247.74	-15,811.50	-35.7%
4025 · REVENUE-LIQUOR LICENSES	250.00	0.00	250.00	100.0%
4026 · REVENUE - BUSINESS LICENSE	665.00	940.00	-275.00	-29.3%
4027 · REVENUE - OTHER	48,703.98	27,632.44	21,071.54	76.3%
4028 · REVENUE - GASOLINE TAX	2,676.29	2,676.32	-0.03	0.0%
4029 · REVENUE - LODGER'S TAX	101,553.09	88,559.28	12,993.81	14.7%
4031 · REVENUE - PARKING FINES	290.00	130.00	160.00	123.1%
4034 · REVENUE - MOTOR VEHICLE FEES	8,471.42	8,417.70	53.72	0.6%
4035 · REVENUE - BUILDING PERMITS	12,199.55	18,202.35	-6,002.80	-33.0%
4036 · REVENUE -Licenses/Permits Other	60.00	5,914.43	-5,854.43	-99.0%
4037 · REVENUE - GENERAL GRANTS	21,800.00	21,200.00	600.00	2.8%
4040 · REVENUE - WATER CONNECTION FEES	0.00	36,029.03	-36,029.03	-100.0%
4041 · REVENUE - SEWER CONNECTION FEES	0.00	41,867.46	-41,867.46	-100.0%
4046 · REVENUE - SOLID WASTE FEE	31,976.22	31,432.09	544.13	1.7%
4049 · REVENUE - FIRE GRANTS	16,980.87	1,288.40	15,692.47	1,218.0%
4050 · REVENUE - IMPACT FEES	73,302.60	69,841.20	3,461.40	5.0%
4053 · REVENUE - GRT MUN CAP OUTLAY1/4	0.00	17,792.65	-17,792.65	-100.0%
4056 · REVENUE - LEGISLATIVE APPROPRI.	28,436.24	44,247.58	-15,811.34	-35.7%
4058 · Plan Review Fees	1,316,022.16	0.00	1,316,022.16	100.0%
4060 · WTB FY2016 revenue	3,674.47	12,032.22	-8,357.75	-69.5%
4100 · Miscellaneous Revenues	461,437.95	967,362.85	-505,924.90	-52.3%
4101 · Sale of Fixed Assets	26,591.00	0.00	26,591.00	100.0%
4110 · Misc Revenue- TIDD reimburse	7,333.07	2,528.66	4,804.41	190.0%
Total 4100 · Miscellaneous Revenues	33,924.07	2,528.66	31,395.41	1,241.6%
7004 · REVENUE - FINANCE CHARGE ON W/S	946.81	685.86	260.95	38.1%
7005 · REVENUE - INTEREST INCOME	55,950.65	47,492.71	8,457.94	17.8%
7006 · REVENUE -INVESTMENT INTEREST	3,501.46	7,043.23	-3,541.77	-50.3%
7007 · REVENUE - INTEREST IMPACT FEES	90.89	134.34	-43.45	-32.3%
7010 · REVENUE - AD VALOREM TAX	29,356.20	202,236.90	-172,880.70	-85.5%
9000 · BEG. BALANCE	0.00	0.00	0.00	0.0%
Total Income	3,100,268.92	2,641,219.74	459,049.18	17.4%
Gross Profit	3,100,268.92	2,641,219.74	459,049.18	17.4%
Expense				

VILLAGE OF TAOS SKI VALLEY
Profit & Loss Prev Year Comparison
July through December 2019

	Jul - Dec 19	Jul - Dec 18	\$ Change	% Change
4082 · DEBT SERV - 2007 WWTP LOAN PRIN	93,173.13	90,976.59	2,196.54	2.4%
4083 · DEBT SERV. - 2007 WWTP LOAN INT	8,114.00	10,310.54	-2,196.54	-21.3%
6100 · Salary and Benefits				
6112 · SALARIES - STAFF	562,734.96	568,777.75	-6,042.79	-1.1%
6113 · SALARIES - ELECTED	17,069.91	17,069.91	0.00	0.0%
6115 · Overtime salaries	4,995.91	4,371.76	624.15	14.3%
6121 · WORKER'S COMP INSURANCE	14,619.00	18,175.12	-3,556.12	-19.6%
6122 · HEALTH INSURANCE	83,318.12	96,671.45	-13,353.33	-13.8%
6125 · FICA EMPLOYER'S SHARE	44,219.46	43,983.03	236.43	0.5%
6126 · WORKMAN'S COMP PERSONAL ASSESS	184.90	176.30	8.60	4.9%
6127 · SUTA STATE UNEMPLOYEMENT	312.51	505.79	-193.28	-38.2%
6128 · PERA Employer Portion	46,513.57	43,969.45	2,544.12	5.8%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	1,551.88	900.00	651.88	72.4%
6133 · Life Insurance	403.37	459.90	-56.53	-12.3%
6134 · Dental Insurance	5,317.56	6,032.19	-714.63	-11.9%
6135 · Vision Insurance	860.75	1,063.43	-202.68	-19.1%
Total 6100 · Salary and Benefits	782,101.90	802,156.08	-20,054.18	-2.5%
6220 · OUTSIDE CONTRACTORS	7,607,715.77	1,250,690.94	6,357,024.83	508.3%
6225 · ENGINEERING	110,011.89	63,415.64	46,596.25	73.5%
6230 · LEGAL SERVICES	29,745.57	26,012.81	3,732.76	14.4%
6242 · ACCOUNTING	6,796.54	2,011.60	4,784.94	237.9%
6244 · AUDIT	11,256.69	9,978.44	1,278.25	12.8%
6251 · WATER PURCHASE, STORAGE	196.39	170.22	26.17	15.4%
6252 · INTERNET	175.30	0.00	175.30	100.0%
6253 · ELECTRICITY	12,930.33	12,691.05	239.28	1.9%
6254 · PROPANE	1,678.27	3,230.54	-1,552.27	-48.1%
6256 · TELEPHONE	8,890.61	7,759.29	1,131.32	14.6%
6257 · RENT PAID	3,586.67	3,248.48	338.19	10.4%
6258 · WATER CONSERVATION FEE	215.82	118.34	97.48	82.4%
6259 · Natural Gas	867.63	482.87	384.76	79.7%
6270 · LIABILITY & LOSS INSURANCE	51,295.07	35,034.51	16,260.56	46.4%
6310 · Advertising	336.57	2,297.91	-1,961.34	-85.4%
6312 · CHEMICALS & NON DURABLES	7,581.83	12,541.25	-4,959.42	-39.5%
6313 · MATERIAL & SUPPLIES	39,093.22	52,175.02	-13,081.80	-25.1%
6314 · Dues/fees/registration/renewals	4,502.26	5,096.27	-594.01	-11.7%
6315 · BANK CHARGES	1,020.12	1,923.13	-903.01	-47.0%
6316 · Software	582.40	13,763.88	-13,181.48	-95.8%
6317 · Personal Protective Equipment	1,035.63	21,686.98	-20,651.35	-95.2%
6318 · Postage	950.50	781.00	169.50	21.7%
6320 · EQUIPMENT REPAIR & PARTS	7,180.92	3,388.57	3,792.35	111.9%
6321 · BUILDING MAINTENANCE	21.84	0.00	21.84	100.0%
6322 · SMALL EQUIP & TOOL PURCHASES	9,774.11	4,499.06	5,275.05	117.3%
6323 · SYSTEM REPAIR & PARTS	283.86	403.78	-119.92	-29.7%
6331 · OUTSIDE TESTING SERVICES	67.65	66.00	1.65	2.5%
6332 · EQUIPMENT RENTALS	0.00	7,370.35	-7,370.35	-100.0%

VILLAGE OF TAOS SKI VALLEY
Profit & Loss Prev Year Comparison
July through December 2019

	Jul - Dec 19	Jul - Dec 18	\$ Change	% Change
6417 · VEHICLE MAINTENANCE	23,091.81	3,060.22	20,031.59	654.6%
6418 · FUEL EXPENSE	12,092.84	7,253.76	4,839.08	66.7%
6432 · TRAVEL & PER DIEM	2,336.55	12,444.52	-10,107.97	-81.2%
6433 · Travel & PD Elected Officials	478.43	2,140.36	-1,661.93	-77.7%
6434 · TRAINING	2,404.51	6,768.88	-4,364.37	-64.5%
6435 · Training Elected Officials	350.00	380.00	-30.00	-7.9%
6560 · Payroll Expenses	1,987.26	0.00	1,987.26	100.0%
6570 · Other Operations Expenses	24,971.29	0.00	24,971.29	100.0%
6712 · LAB CHEMICALS & SUPPLIES	4,612.14	1,666.08	2,946.06	176.8%
6714 · LAB EQUIPMENT REPAIR & PARTS	334.00	0.00	334.00	100.0%
6715 · LAB SMALL EQUIP & TOOL PURCHASE	0.00	596.25	-596.25	-100.0%
6716 · LAB TESTING SERVICES	4,163.39	4,005.84	157.55	3.9%
6720 · LAB OUTSIDE CONTRACTORS	1,171.00	0.00	1,171.00	100.0%
8322 · CAPITAL EXPENDITURES	293,832.75	419,787.84	-125,955.09	-30.0%
8323 · Capital Assets \$1000-\$4999	2,993.88	4,852.83	-1,858.95	-38.3%
8325 · EQUIPMENT & TOOL PURCHASE	1,997.55	321,314.24	-319,316.69	-99.4%
8421 · NMFA Interest TML #TAOS55	19,965.28	20,169.91	-204.63	-1.0%
8425 · Hold Harmless Bond Interest pay	63,000.00	17,009.17	45,990.83	270.4%
8427 · Net Revenue Bond Interest pay	42,000.00	11,340.83	30,659.17	270.3%
Total Expense	9,302,965.17	3,277,071.87	6,025,893.30	183.9%
Net Ordinary Income	-6,202,696.25	-635,852.13	-5,566,844.12	-875.5%
Other Income/Expense				
Other Expense				
9001 · TRANSFER TO FUND	-637,668.43	-522,417.59	-115,250.84	-22.1%
9002 · TRANSFER FROM FUND	637,668.43	522,417.59	115,250.84	22.1%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	-6,202,696.25	-635,852.13	-5,566,844.12	-875.5%

FY2020 TIDD GRT Distribution

Date	VTSV Increment	State Increment	Admin Fees	Pay Backs	Total TIDD	NMFA Offset	Hold Harmless GRT	VTSV Cash Received/with HH GRT (NOT offset)
7/18/2018	3,989.99	3,155.58	(61.63)		7,083.94	5,763.47	5,821.77	48,720.47
8/15/2018	18,157.01	14,359.92	(280.46)		32,236.47	5,763.47	7,322.71	49,342.75
9/15/2018	27,190.23	21,504.06	(420.00)		48,274.29	5,763.47	11,319.09	80,877.03
10/15/2018	-	-	-		-	5,763.47	13,722.09	130,790.93
11/15/2018	17,803.55	14,080.38	(275.01)		31,608.92	5,763.47	16,000.22	135,880.56
12/21/2018	-	-	-		-	5,763.47	16,150.01	183,701.35
1/24/2019	85,423.85	67,532.82	452.03		153,408.70	5,763.47	37,977.11	258,317.57
2/21/2019	65,952.73	52,160.25	(1,018.75)		117,094.23	5,763.47	38,688.65	317,542.46
3/21/2019	68,670.32	54,309.62	(1,060.74)		121,919.20	5,763.47	37,624.44	295,907.79
4/15/2019	80,788.06	63,893.32	(1,247.93)		143,433.45	5,763.47	33,803.25	246,577.31
5/15/2019	39,083.17	30,909.84	(603.70)		69,389.31	5,763.47	36,362.37	313,931.45
6/15/2019	66,441.34	51,740.62	(1,019.53)		117,162.43	5,763.47	15,719.76	86,838.09
TOTAL FY19	473,500.25	373,646.41	(5,535.72)		841,610.94	69,161.64	270,511.47	2,148,427.76
7/15/2019	-	-	-		-	5,763.47	5,858.88	73,181.77
8/15/2019	272,687.44	215,661.55	(4,212.13)	(36,366.03)	447,770.83	0	8,105.89	(186,958.84)
9/15/2019	30,265.12	23,935.84	(431.54)		53,769.42	5,763.47	12,253.08	83,775.61
10/15/2019	141,503.60	111,911.70	(2,017.63)		251,397.67		12,227.32	(17,407.08)
11/15/2019	108,856.25	86,091.61	(1,552.12)		193,395.74	5,763.47	22,260.26	88,409.53
12/15/2019	128,456.56	101,593.02	(1,831.61)		228,217.97	5,763.47	28,259.38	146,106.99
TOTAL FY19	681,768.97	539,193.72	(10,045.03)	(36,366.03)	1,174,551.63	23,053.88	88,964.81	187,107.98
TOTAL FY16, FY17, FY18 & FY19	3,345,843.66	2,629,403.31	(49,544.79)		5,889,336.15	240,474.03	516,005.82	6,275,264.08

VTSV owes to TIDD

Village Baseline

Month GRT is Generated	Month GRT is Reported to State	Month GRT is h GRT is distributed fr State to Entities	Total	State	Village
December	January	February	371,622.37	201,645.53	169,976.84
January	February	March	328,741.64	178,378.07	150,363.57
February	March	April	310,404.18	168,428.01	141,976.17
March	April	May	429,910.95	233,273.42	196,637.53
April	May	June	64,234.89	34,854.41	29,380.48
May	June	July	93,353.53	50,654.43	42,699.09
June	July	August	40,142.02	21,781.41	18,360.61
July	August	September	89,560.14	48,596.11	40,964.03
August	September	October	134,697.23	73,087.89	61,609.34
September	October	November	108,590.92	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
Total	Total	Total	2,349,811.54	1,275,028.17	1,074,783.36

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Acknowledgement of the Requirement that Village of Taos Ski Valley Elected Official Submit Outside Employment Disclosure Forms Annually

DATE: January 14, 2020

PRESENTED BY: Nancy Grabowski; Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village of Taos Ski Valley received a letter from the New Mexico State Auditor's office stating that the board was out of compliance with Section 10-16-4.2 NMSA Governmental Conduct Act.

Per Section 10-16-4.2 NMSA Governmental Conduct Act, "Village of Taos Ski Valley TIDD Board Members will be required to sign the Outside Disclosure Form if they are engaged in employment in addition to being members on the Village of Taos Ski Valley TIDD Board."

Accordingly, on an annual basis, the Mayor and Councilors are required to and shall submit outside employment disclosure forms to acknowledge any employment other than their Council membership.

RECOMMENDATION: Staff recommends acknowledgement by the Mayor and Councilors of this regulation and agreement that they will submit the required outside employment disclosure forms accordingly.

Monthly Public Safety Report

Dec-19

Law Enforcement	Hutter	Vigil	Trujillo	Cooper	Totals
MVC's	0	0	1	1	2
Battery or Assault	1	0	0	0	1
Embezzlement	0	0	0	0	0
Residential Alarm	1	2		0	3
Business Alarm	0	2		0	2
Property Damage	0	0	0	0	0
Larceny	0	1	0	0	1
Vehicle Theft	0	0	0	0	0
Theft	1	1	0	0	2
Suspicious Persons/Vehicles	0	0	0	0	0
Arrests	0	0	0	0	0
Citizen Assists/Contacts	59	51	18	19	147
Traffic Enforcement Hours	39	38	7	21	105
Traffic Stops	4	1	2	1	8
Written Citations	0	0	0	0	0
Written Warnings	3	0	0	2	5
Verbal Warnings	2	11	2	0	15
Parking Citations	10	0	3	2	15
Assists to other Agencies	5	3	3	2	13
Tresspass Warnings	0	1	0	0	1
Foot Patrol Hours	16	30	5	7	58
B & E / Burglary	0	0	0	0	0
Animal Calls	1	0	1	0	2
Welfare Check	1	0	0	2	3
Found/Lost Property	0	0	0	0	0
Disorderly	0	0	0	0	0
Reckless Driver	0	0	0	1	1
Private Property Crash	2	0	0	1	3
911 Hang Up	1	0	0	0	1
Domestic Calls	0	0	0	0	0
Civil Stand-by/Civil Complaint	1	0	0	0	1
Vehicle Alarm	0	0	0	0	0
Alcohol Offense - Adult	0	0	0	0	0
Traffic Hazard	0	2		0	2
Trespassing	0	0	0	0	0
Narcotics Adult	0	0	0	0	0
Shots Fired	0	0	0	0	0
Harassment	0	0	0	0	0
Unattended Death	1	0	0	0	1
Abandoned Vehicle	0	0		0	1
Fire/EMS					
Fire Calls	0	3	1	0	4
EMS Calls/Assist	3	0		1	4
Fire Alarm	1	2	1	0	4

DMR Copy of Record

Permit #: **NH0022101**
 Major: **Yes**
 Permitted Feature: **001 External Outfall**

Permittee: **TAOS SKI VALLEY, VILLAGE OF**
 Permittee Address: **7 FIREHOUSE RD.
 TAOS SKI VALLEY, NM 87525**

Facility: **TAOS SKI VALLEY, VILLAGE OF**
 Facility Location: **7 FIREHOUSE RD.
 TAOS SKI VALLEY, NM 87525**

Monitoring Period: **From 11/01/19 to 11/30/19**
 Considerations for Form Completion

Discharge: **001-A TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO**

Status: **NetDMR Validated**

Principal Executive Officer: **Anthony Martinez**

Telephone: **575-776-8220**

Title: **Public Works Director**

Code	Parameter Name	Monitoring Location	Season	# Param. NODI	Quantity or Loading			Quality or Concentration			# of Ex.	Frequency of Analysis	Sample Type
					Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3			
00010	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	-	Sample = 0.68 Permit Req. <= 23.8 30DA AVG <=	Qualifier 1 = 0.6 Value 1 = 35.77 DA AVG 28 - lbd	Sample = 2.3 Qualifier 2 = 30.30DA AVG <=	Value 2 = 45.7 DA AVG	Qualifier 3 = 2.6 Value 3 = 45.7 DA AVG	0	0230 - Twice Per Month 0230 - Twice Per Month	24 - COMP24 24 - COMP24	
00400	pH	1 - Effluent Gross	0	-	Sample = 6.75 Permit Req. >= 6.6 MINIMUM	Qualifier 1 = >=	Sample = 8.8 Qualifier 2 = 8.8 MAXIMUM	Value 2 = 8.8	Qualifier 3 = 8.8 Value 3 = 8.8	0	050W - 5 Days Every Week 050W - 5 Days Every Week	GR - GRAB GR - GRAB	
00520	Solids, total suspended	1 - Effluent Gross	0	-	Sample = 0.22 Permit Req. <= 23.8 30DA AVG <=	Qualifier 1 = 0.28 Value 1 = 35.77 DA AVG 28 - lbd	Sample = 0.75 Qualifier 2 = 30.30DA AVG <=	Value 2 = 45.7 DA AVG	Qualifier 3 = 0.82 Value 3 = 45.7 DA AVG	0	0230 - Twice Per Month 0230 - Twice Per Month	24 - COMP24 24 - COMP24	
X 00600	Nitrogen, total [as N]	1 - Effluent Gross	0	-	Sample = 3.29 Permit Req. <= 13.95 30DA AVG <=	Qualifier 1 = 4.93 Value 1 = 20.57 DA AVG 28 - lbd	Sample = 11.96 Qualifier 2 = 8.2 30DA AVG <=	Value 2 = 17.51 Value 3 = 12.37 DA AVG	Qualifier 3 = 17.51 Value 3 = 12.37 DA AVG	4	0107 - Weekly 0107 - Weekly	24 - COMP24 24 - COMP24	
X 00810	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	-	Sample = 2.04 Permit Req. <= 5.34 30DA AVG <=	Qualifier 1 = 3.25 Value 1 = 5.34 30DA AVG <=	Sample = 7.46 Qualifier 2 = 3.2 30DA AVG <=	Value 2 = 3.27 DA AVG	Qualifier 3 = 13 Value 3 = 3.27 DA AVG	4	0230 - Twice Per Month 0230 - Twice Per Month	24 - COMP24 24 - COMP24	
00655	Phosphorus, total [as P]	1 - Effluent Gross	0	-	Sample = 0.01 Permit Req. <= 8.30DA AVG <=	Qualifier 1 = 0.01 Value 1 = 1.27 DA AVG 28 - lbd	Sample = 0.04 Qualifier 2 = 5.30DA AVG <=	Value 2 = 75.7 DA AVG	Qualifier 3 = 0.06 Value 3 = 75.7 DA AVG	0	0230 - Twice Per Month 0230 - Twice Per Month	24 - COMP24 24 - COMP24	
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	-	Sample = 0.034 Permit Req. >= 0.034	Qualifier 1 = Req. Min 30DA AVG	Sample = 0.034 Qualifier 2 = Req. Min 7 DA AVG	Value 2 = 0.048	Qualifier 3 = 0.048 Value 3 = 0.048	0	0101 - Daily 0101 - Daily	TM - TOTALZ TM - TOTALZ	
50080	Chlorine, total residual	1 - Effluent Gross	0	-	Sample = 19 INST MAX Permit Req. >= 19 INST MAX	Qualifier 1 = 9 - Conditional Monitoring - Not Required This Period	Sample = 28 Qualifier 2 = 28	Value 2 = 28	Qualifier 3 = 28 Value 3 = 28	0	050W - 5 Days Every Week 0230 - Twice Per Month	GR - GRAB GR - GRAB	
51040	E coli	1 - Effluent Gross	0	-	Sample = 235 DAILY MX Permit Req. <= 235 DAILY MX	Qualifier 1 = 5.39 Value 1 = 126 30DAVGE0 <=	Sample = 7.35 Qualifier 2 = 200 30DAVGE0 <=	Value 2 = 54	Qualifier 3 = 400 DAILY MX Value 3 = 400 DAILY MX	0	0230 - Twice Per Month 0230 - Twice Per Month	GR - GRAB GR - GRAB	
74055	Coliform, fecal general	1 - Effluent Gross	0	-	Sample = 87.73 Permit Req. >= 65 MO AV MN	Qualifier 1 = 87.73 Value 1 = 65 MO AV MN	Sample = 23 % Qualifier 2 = 23 %	Value 2 = 23 %	Qualifier 3 = 23 % Value 3 = 23 %	0	0130 - Monthly 0130 - Monthly	CA - CALCTD CA - CALCTD	
81010	BOD, 5-day, percent removal	1 - Effluent Gross	0	-	Sample = 99.18 Permit Req. >= 99.18	Qualifier 1 = 99.18 Value 1 = 65 MO AV MN	Sample = 23 % Qualifier 2 = 23 %	Value 2 = 23 %	Qualifier 3 = 23 % Value 3 = 23 %	0	0130 - Monthly 0130 - Monthly	CA - CALCTD CA - CALCTD	
81011	Solids, suspended percent removal	1 - Effluent Gross	0	-	Sample = 99.18 Permit Req. >= 99.18	Qualifier 1 = 99.18 Value 1 = 65 MO AV MN	Sample = 23 % Qualifier 2 = 23 %	Value 2 = 23 %	Qualifier 3 = 23 % Value 3 = 23 %	0	0130 - Monthly 0130 - Monthly	CA - CALCTD CA - CALCTD	

Submission Note
 If a parameter row does not contain any values for the Sample or Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.
Edit Check Errors

Code	Parameter Name	Monitoring Location	Field	Type	Description	Acknowledge
00600	Nitrogen, total [as N]	1 - Effluent Gross	Quality or Concentration Sample Value 2	Soft	The provided sample value is outside the permit limit. (Error Code: 1)	Yes
00600	Nitrogen, total [as N]	1 - Effluent Gross	Quality or Concentration Sample Value 3	Soft	The provided sample value is outside the permit limit. (Error Code: 1)	Yes
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	Quality or Concentration Sample Value 2	Soft	The provided sample value is outside the permit limit. (Error Code: 1)	Yes

00610 Nitrogen, ammonia total (as N)

1 - Effluent Gross

Quality or Concentration Sample Value 3

Soft

The provided sample value is outside the permit limit (Error Code: 1)

Yes

Comments
Exceedance letter for the week #3 and #4 will be reported to EPA Region 6 and NMED on December 16, 2019. The lab reports were reviewed today December 15, 2019 while the report was being created. I was working at the construction site of the new treatment plant which prevented the lab reports from being reviewed in a timely manner.

Attachments

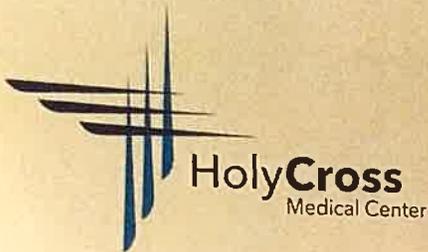
Name	Type	Size
ExceedanceLetter(20619)(signed).pdf	pdf	583320

Report Last Saved By
TAOS SKI VALLEY, VILLAGE OF

User:
Name: AMARTINEZ@VTSV.ORG
Anthony Martinez
E-Mail: amartinez@vtsv.org
Date/Time: 2019-12-15 18:24 (Time Zone: -06:00)

Report Last Signed By

User:
Name: AMARTINEZ@VTSV.ORG
Anthony Martinez
E-Mail: amartinez@vtsv.org
Date/Time: 2019-12-15 18:25 (Time Zone: -06:00)



Holy Cross Medical Center
1397 Weimer Road, Taos, NM 87571

December 30, 2019

Mr. Cristof Brownell, Mayor
Taos Ski Valley
P.O. Box 100
Taos Ski Valley, NM 87525

Dear Mr. Brownell:

The Holy Cross Hospital Board of Trustees is once again selecting prospective Trustees to serve on our 13 member board. This involves the Taos Ski Valley.

The Board would like you to once again select one person to serve on our 9 member Nominating Committee for a one (1) year term. This committee will meet several times to consider names of community minded persons who would be willing to serve on the Hospital Board.

The slate of nominees will be due to the full hospital board by **May 12, 2020**. Thus, we would like your representative to be selected by **February 14, 2020**. A Nominating Committee meeting will be held in early March to orient the members to the process and the procedures for the selection of nominees. Please provide contact information for your representative as we will need to contact them regarding the meeting dates. It is very important that your representative attend these meetings.

Please inform our office at 575-751-5766 or e-mail Lenora Cisneros, Sr. Executive Assistant at lcisneros@taoshospital.org, once you have identified a willing representative.

If you have any questions, please do not hesitate to call me at 751-5714.

Sincerely,

A handwritten signature in black ink that reads "Bill Patten". The signature is written in a cursive, flowing style.

Bill Patten
Chief Executive Officer

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: **Planning & Zoning Commission Appointment Applications**

DATE: January 14, 2020

PRESENTED BY: Mayor Christof Brownell

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

According to Village Ordinance No. 1997-15 Creating a Planning and Zoning Commission, the Commission shall consist of seven (7) members who shall be appointed by the Mayor with the consent of the Village Council. On the first Commission, the members shall be appointed for one-year or two-year terms, and each subsequent term of a member on the Commission shall be for two years or less in order to maintain the original staggering of terms of membership.

Three members of the Planning & Zoning Commission have two-year terms which began in January 2018. These members are Susan Nichols, Tom Wittman, and Jim Woodard.

Planning & Zoning Commission		Appointed 2019	Appointed 2020	Appointed 2021
Commissioner	1	1		1
Commissioner	2		2	
Commissioner	3	3		3
Commissioner	4		4	
Commissioner	5	5		5
Commissioner	6		6	
Commissioner	7	7		7

RECOMMENDATION:

As occurred last year, the Mayor will take applications for Planning & Zoning Commission member by interested parties. Notice will be posted and distributed of the vacancies. Applications should include a resume and may be submitted to the Village Clerk at awooldridge@vvtsv.org, or by mail to P.O. Box 100, Taos Ski Valley, NM 87525, or in person at 7 Firehouse Road, Taos Ski Valley, NM. Application deadline is January 30, 2020.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Appointment of representatives to the NPRTPO

DATE: January 14, 2020

PRESENTED BY: Mayor Brownell

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The NPRTPO is the planning organization for State and Federal grant funding for roadway projects through the NMDOT in the region. The Village is a participant in the NPRTPO and required to have representation on the board. Patrick Nicholson will remain as the representative and Anthony Martinez and John Avila will serve as alternates.

RECOMMENDATION: Staff recommends approval of the appointments.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Establishing a 2020 Budget Calendar for the Village of Taos Ski Valley

DATE: January 14, 2020

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The NM Department of Finance and Administration recommends that public entities follow a calendar schedule for preparing Annual Budgets and have provided a Budget Calendar template for adoption. The Village of Taos Ski Valley will benefit from a formalized Budget Calendar to provide information to the public and planning preparation for the Council, Administration and Staff.

STAFF RECOMMENDATION: Staff recommends approval of establishing a Yearly Budget Calendar starting with 2020

Recommended Budget Calendar		
Task	Timing	Responsibility
1. Set up budget format for each fund, department, division and account.	Early February	Finance Department
2. Compare total actual expenditures from previous fiscal year to establish total expenditures and revenue for current fiscal year.	Mid-February	Finance Department
3. Prepare instructions for elected officials & department heads. Indicate any guidelines that should be considered, such as estimated gasoline increases, telephone, postage, etc.	Mid-February	Finance Department
4. Send instructions, appropriate budget page and appropriate analysis of expenditures.	First week in March	Finance Department
5. Complete or update estimates for this year and budget requests for next year.	Mid-March	Elected Officials & Department Heads
6. Attach justification for budget requests and return.	April 1	Elected Officials & Department Heads
7. Review departmental requests and update revenue estimates and proposed adjustments.	First week in April	County/City Manager & Finance Department
8. Send budget proposals to Governing Body.	Second week in April	Finance Department
9. Hold workshops with elected officials, department heads, and have hearings for public input.	Third week in April	Governing Body
10. Return budget preparation turnaround worksheet to elected official or department head for review and comment.	End of April	Finance Department
11. Finalize budget and submit to governing body for review. Estimate ending cash balance as of June 30 and reflect on recap of budget.	Early-May	Finance Department
12. Review recommended budget and approve.	May Meeting	Governing Body
13. Prepare budget for submission to DFA/LGD.	By June 1	Finance Department
14. Budget approval granted.	By July 1	DFA/LGD
15. Hold final budget hearing, submit final adjustments and financial reports as of June 30 to DFA/LGD.	By July 30	Governing Body/Manager
16. Load budget into accounting system.	For July processing	Finance Department
17. Review and certify budget.	By 1st Monday in September	DFA/LGD
18. Load final budget adjustment into accounting system.	September	Finance Department
19. Certification of tax rates to counties.	September	DFA/LGD
20. Instructions to impose tax rate to county assessor.	September	Governing Body

**VILLAGE OF TAOS SKI VALLEY
VILLAGE COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2020-420 A Resolution Concerning Governing Body Meetings and Public Notice Required

DATE: January 14, 2020

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION: Required annually by the State of New Mexico, this is the open meetings act that governs when and how meetings will be conducted.

RECOMMENDATION:

Motion to approve Resolution No. 2020-420, A Resolution Concerning Governing Body Meetings and Public Notice Required

VILLAGE OF TAOS SKI VALLEY

RESOLUTION NO. 2020-420

A RESOLUTION CONCERNING GOVERNING BODY MEETINGS AND PUBLIC NOTICE REQUIRED

WHEREAS, Section 10-15-1(B) of the New Mexico Open Meetings Act, NMSA 1978 as amended, provides that "All meetings of a quorum of Village Council or any board, commission or other policy-making body of any state agency, or any agency or authority of any county, municipality, district or any political subdivision held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority or the delegated authority of such board, commission or other policy-making body, are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution or the provisions of the Open Meetings Act"; and,

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, regulation or formal action occurs shall be held only after reasonable notice to the public; and,

WHEREAS, Section 10-15-4, NMSA 1978 provides that "Any person violating any of the provisions of Section 10-15-1, NMSA 1978 is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars (\$500) for each offense"; and,

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Village of Taos Ski Valley to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE BE IT RESOLVED by the governing body of the Village of Taos Ski Valley, New Mexico that:

1. All meetings shall be held at the Edelweiss Lodge and Spa Club Room at 2 p.m. or as indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held each month on the second Tuesday. The agenda will be available at least seventy-two hours prior to the meeting from the Village Clerk whose office is located at 7 Firehouse Road, second floor, Taos Ski Valley, New Mexico. Notice of any other regular meetings will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. Special meetings may be called by the Mayor or a majority of the Village Council upon three (3) days' notice. The notice shall include an agenda for the meeting or information on how Village Council or the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Village of Taos Ski Valley will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the Village Council upon twenty-four (24) hours' notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.
5. In addition to the regular meetings of the Village there are Briefings and Workshop Meetings at which no Council action will be taken, and are held principally as information and study sessions. When these meetings are scheduled Notice will be provided.

6. The notice requirements of Sections 1, 2, 3, 4 and 5 of this Resolution are complied with if the proposed agenda with the meeting date, time and location is posted at the Village's offices at Taos Ski Valley Firehouse, 7 Firehouse Road and outside the Village office in the announcement case, at the Village post office, Box Canyon, and at four other public places within the Village, as provided by Section 3-1-2 NMSA 1978, and on the Village's web site. Revised agendas may be posted up to seventy-two (72) hours prior to the meeting. In addition, written notice of such meetings shall be mailed or hand delivered to federally licensed broadcast stations and newspapers of general circulation which have provided a written request for such notice.
7. Notwithstanding any other provisions of Sections 1 through 6 of this Resolution, the Mayor or Village Council may establish such additional notice requirements as may be deemed proper and advisable to comply with the provisions of the Open Meetings Act.
8. If any meeting is closed pursuant to exclusions contained in Section 10-15-1, Subsection H, NMSA 1978, such closed meetings called by the Mayor or Village Council shall not be held until public notice, appropriate under the circumstances, and in compliance with Sections 1 through 6 of this Resolution, has been given. In addition, such notice shall state the exclusion or exclusions in Section 10-15-1, Subsection H, NMSA 1978 of the Open Meetings Act, under which such closed meeting is permitted.

PASSED, ADOPTED AND APPROVED this 14th day of January, 2020

THE VILLAGE OF TAOS SKI VALLEY

Mayor

Attest:

Village Clerk

Vote: For _____ Against _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2020-421** Requesting a Permanent Budget Adjustment(BAR) to the FY2020 Budget to Increase the Transfer Out from the General Reserve Fund (43) and to Increase the Transfer In to the Water Depreciation Fund (41) for Kachina Water Tank Expenses

DATE: January 14, 2020

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 2019-20 budget in July of 2019. Included in the FY2020 budget were revenues, expenses and transfers assumed to be sufficient to cover the construction of the Kachina Water Tank. The Water Trust Board Grant/Loan has been completely expended. As of December 2019 the budgeted transfer of \$210,000.00 from the general reserve fund has also been expended. Additionally there have been four (4) change orders totaling \$384,441.31 increasing the total cost of the RMCI portion of the project to \$2,506,185.56 per attached exhibit "A".

To date this fiscal year, there have been no water/sewer connection fees and the water fund does not have sufficient revenues or fund balance to do a transfer to cover the increased expenses. As of December 31, 2019 the water depreciation fund has a negative fund balance of (\$134,184.40). Debt service transfers have already been made into the water depreciation fund from the water fund, so the requested amount should leave sufficient funds to cover the upcoming debt service payments.

Staff is requesting an increase in transfers from the general reserve fund to the water depreciation fund of \$170,000 to cover the current short falls. This BAR is required since the Village has a negative fund balance in fund 41, water depreciation. If the balance remains negative the 2nd quarter report will not be able to be submitted. Although we anticipate additional shortfalls, staff is hopeful that a busy ski season will generate sufficient water revenues to cover them.

RECOMMENDATION: Staff recommends approval of **Resolution No. 2020-421** to amend the budget for FY2020, to increase the transfer out of the general fund reserve to the water depreciation fund for \$170,000.00.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2020-421**

A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2020 BUDGET (BAR) TO INCREASE THE TRANSFER OUT FROM THE GENERAL RESERVE FUND (43) AND TO INCREASE THE TRANSFER IN TO THE WATER DEPRECIATION FUND (41) FOR KACHINA WATER TANK EXPENSES.

WHEREAS, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on January 14, 2020 proposes to make an adjustment to the Fiscal 2019-20 budget as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>
General Reserve Fund (43/11000)	Transfer Out (9002/61100)	\$170,000.00
Water Depreciation (41/53400)	Transfer in (9001/61200)	(\$170,000.00)

WHEREAS, at the regular meeting of the Village of Taos Ski Valley Governing body on January 14, 2020, it considered adjustments to its budget for the Fiscal Year 2019-2020; 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 2019-2020.

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 2019-2020 be amended accordingly.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2020

THE VILLAGE OF TAOS SKI VALLEY

By: _____
Christof Brownell, Mayor

(Seal)

ATTEST:

Ann M. Wooldridge, Village Clerk

VOTE: For _____ Against _____

Exhibit A

C-941 - CHANGE ORDER
Change Order No. 4

Owner: Village of Taos Ski Valley
Contractor: RMCI, Inc.
Engineer: Plummer Associates, Inc.
Project: Kachina Water Storage Tank

The Contract is modified as follows upon execution of this Change Order.

Description:

- 1. Allowance for NSF testing was overrun; this change order is to update the total NSF testing allowance to cover actual costs.

Attachments:

- RMCI Proposal #006.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 2,121,744.25 (NMGRT included)	Original Contract Times: _____ Substantial Completion: <u>315</u> calendar days Ready for Final Payment: <u>345</u> calendar days (calendar days)
Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ 380,451.94 (NMGRT included)	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>13</u> calendar days Ready for Final Payment: <u>13</u> calendar days (calendar days)
Contract Price prior to this Change Order: \$ 2,502,196.19 (NMGRT included)	Contract Times prior to this Change Order: Substantial Completion: <u>328</u> Ready for Final Payment: <u>358</u> (calendar days)
Increase of this Change Order: \$ 3,989.37 (NMGRT included)	Increase / Decrease of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> (calendar days)
Contract Price incorporating this Change Order: \$ 2,506,185.56 (NMGRT included)	Contract Times with all approved Change Orders: Substantial Completion: <u>328</u> Ready for Final Payment: <u>358</u> (calendar days)

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve a Professional Services Contract for First Responder Coverage to Provide Emergency Medical Technician (EMT) Services

DATE: January 14, 2020

PRESENTED BY: John Avila

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village seeks to provide Emergency Medical Services, especially during the peak ski season days when the numbers of visitors are highest. Coverage overnight, weekends, holidays and during events has been the focus. The availability of certified EMT coverage has continued to dwindle and compensation for the services has been a reoccurring issue.

In the last year the Village has been able to provide lodging above on-call stipend and hourly response rate. Recently the stipend was increased from \$75 to \$100 for a 12-hour shift. However, the response for coverage has not available and an option for direct hourly pay for time on shift rather than the stipend was brought forward as a preferred option by some EMT. Offering an option for hourly pay allows for flexibility of shorter shift hours and at \$15/Hour, is an incentive for those interested in providing the service this season. The option to pay \$150 for a shift stipend is also provided in the proposed contract.

RECOMMENDATION: Staff recommends approval of the contract with the option to pay \$15 hourly for On-Call emergency coverage and allow a higher shift stipend of \$150.



**VILLAGE TAOS SKI VALLEY
PROFESSIONAL SERVICES CONTRACT**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality ("VILLAGE") and _____ ("CONTRACTOR") on this ____ day of _____ 2019.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide EMS/EMT on-call services.

WHEREAS, the VILLAGE desires to engage an Emergency Medical Tech/Basic-NM 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 be responsible for the following:
 - Carry insurance coverage, participate in MOA between primary employer and the Village for coverage, or make application to the VTSV VFD and receive coverage for 24 hours per week.
 - Performs department specific reporting functions and is knowledgeable and capable of transacting attachments to this contract,
 - Evening on call EMS services for overnight peak periods and overnight weekend to include; Monitors and cares for patients and collects information for documentation in the patient record/911 reporting, monitors and treats patients, provides simple patient instruction,
 - Performs interventions in scope such as; oxygen administration, CPR, defibrillation, splinting, bleeding control and wound dressing,
 - Maintains positive communications and collaboration with other agencies, physicians, and staff regarding the history, current condition and treatments rendered for patients under care,
 - Organizes care in a manner that contributes to the overall quality of the team,
 - Performs other functions as required by the Medical Director,
 - Works collaboratively with EMS providers and 911 service center for Taos County, the Village of Questa, and Town of Taos.

VILLAGE shall retain responsibility for the following:

- Provide lodging for shift coverage of the on-call contractors
- Provide EMS vehicle for qualified volunteer during on-call times
- Provide services of the EMS Medical Director

2. Address & Phone Contact. The address and phone number of CONTRACTOR is:
 3. Term. This contract shall be effective from December 1, 2019 and terminate at 5:00 p.m. on April 30, 2020, unless sooner terminated pursuant to the termination provision below or by completion of said services. Either party may cancel this agreement with 10 days written notice. This contract shall not be effective until approved by the VILLAGE Administrator and fully executed by the parties.
 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. This contract is on a fixed term and will expire, unless renewed by the Village Administrator as set forth herein.
 5. Compensation. CONTRACTOR will be paid an on-call stipend at the rate of \$150.00/per scheduled 12 hour shift and, in addition, \$15.00 per hour for any Dispatched Services while on-call for the designated shift. Or a special event readiness rate of \$15 per hour of work without a stipend may be paid, as assigned by the Fire Chief. Each scheduled shift may vary in duration depending upon the VILLAGE's needs, and may also involve hours in excess of eight per twenty-four hour period, including nights and weekends. Shifts typically last twelve hours and include overnights. CONTRACTOR will submit a monthly invoice to VILLAGE describing each shift and exact hours worked..

The total sum paid to CONTRACTOR by the VILLAGE, under this contract, shall not to exceed \$10,000.00 excluding applicable gross receipts tax.
 6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
 7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
 8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
 9. 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. 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, overtime, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
-

11. Required Liability Insurance. Contractor is encouraged to carry personal liability insurance in a minimum amount as set forth in the New Mexico Tort Claims Act, Section 41-4-19, NMSA 1978, as amended, and shall show proof thereof to VILLAGE. Contractor acknowledges that the work described herein could involve hazards or emergency situations that involve risk and possible injury. Contractor understands that the VILLAGE does not cover workers compensation or other liability insurance on behalf of Contractor, and that any insurance provided by Taos County Government only covers up to twenty-four hours of work per week, as set forth herein. Contractor releases VILLAGE from any liability, claims, costs, injuries, or other expenses incurred by Contractor in the performance of the work described herein, including claims by third parties.
 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. Contractor acknowledges that he may be subject to Federal and State laws protecting personal medical and other information, including HIPPA.
 14. Worker's Compensation. CONTRACTOR acknowledges that as an independent contractor, 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, FICA, 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.
 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.
 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. 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.
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20. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
21. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
22. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
23. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
24. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
25. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
26. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS 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

 JOHN AVILA, VILLAGE ADMINISTRATOR

ATTEST:

 ANN MARIE WOOLDRIDGE, VILLAGE CLERK

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Renewal of the Contract for Legal Counsel with Susan C. Baker, Esq.

DATE: January 14, 2020

PRESENTED BY: Nancy Grabowski and John Avila

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: In April 2018, the Village released an RFP to acquire new legal counsel when the former legal counsel gave notice that he would not be renewing his contract with the Village. Many RFP responses were received and a committee was formed to review them. After reviewing the applications and interviewing the applicants a contract was offered to Ms. Susan C. Baker Esq. The contract was for the period of December 31, 2018-December 31, 2019. The contract has now expired and staff requests that it be renewed.

RECOMMENDATION: Staff recommends authorization and approval to renew the contract with Susan C. Baker Esq. for the term of January 1, 2020 through December 31, 2020.

**PROFESSIONAL SERVICES CONTRACT
FOR LEGAL SERVICES**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and, Susan C. Baker, Esq., (hereinafter "CONTRACTOR") on this 31st day of December, 2019.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide legal services for the VILLAGE; and

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

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

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

1. Scope of Work. CONTRACTOR shall provide legal services to the Village as General Counsel for the VILLAGE, representing and advising the VILLAGE, its elected officials and staff in their official capacities, coordinating legal services by outside legal counsel and attending meetings as required.

Said services shall be in accord with, and meet professional responsibility standards, and engaged only by the Village Administrator, or direction of Mayor and Council.

Engagement will be by assignment and prioritization for work and invoiced using the attached template in digital format.

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

3. Term. This contract shall be effective from December 31, 2019 and terminate at 5:00 p.m. on December 31, 2020 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 for up to 3 more years subject to terms agreeable to both the VILLAGE and CONTRACTOR.

5. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract: General Legal Services \$125/hour, Litigation \$150/hour, Public Meetings \$85/hour for the term of the contract. Billing will be in 6 minute increments. All amounts billed are exclusive of GRT; GRT must be added: the Location code for Village of Taos Ski Valley is: **20-430**

Other Reimbursable expenses: copies, long distance telephone charges, mailing charges, subpoena costs, court filing fees, service of process fees, photos, private investigators, depositions, exhibits, expert witness/specialist expenses, title research, and similar costs. Mileage to meeting outside the Village will be paid at the standard rate published by the Internal Revenue Service at the time of service.

6. Release. CONTRACTOR agrees that, upon formal payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.

7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.

8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency/(ies).

9. Termination. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.

10. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.

11. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in their name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.

12. Status of Contractor. CONTRACTOR acknowledges that he is an independent contractor and as such neither they nor their employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.

13. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.

14. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.

15. Worker's Compensation. CONTRACTOR acknowledges that neither they nor their employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.

16. Taxes. CONTRACTOR acknowledges that they and they alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to them under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that they, and they alone, shall be liable to the

State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.

17. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.

18. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from their 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, their employees, agents or other representatives while engaged in the performance of this contract.

19. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest or task in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.

20. Conflict of Interest. CONTRACTOR warrants that they presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with their performance of services under this contract.

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

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

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

24. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney fees and direct and indirect damages, incurred in the enforcement of this contract.

25. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.

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

27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.

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

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

30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

SUSAN C. BAKER, 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 Wooldridge, VILLAGE CLERK

Susan C. Baker
 PO Box 152
 El Prado, NM 87529

Date: 31-Dec-19

Bill To:
 Village of Taos Ski Valley
 PO Box 100
 Taos Ski Valley, NM 87525

RE: General

Contract #

Invoice#

Date	Activity Description EXAMPLE	Qty/Hrs	Rate	Amount
12/12/2019	JA work work work work work work work work work	2	85.00	170.00
				-
12/16/2019	meeting with Mayor , JA review VTSV pending issues	0.5	125.00	62.50
				-
				-
				-
				-
12/17/2019	Council Meeting w/closed sessions	3	85.00	255.00
				-
				-
				-
				-
				-
12/18/2019	Meet with JA and Mayor developer letters	0.5	125.00	62.50
				-
				-
				-
				-
				-
12/20/2019	Meet with Staff DRT submission review	1	125.00	125.00
				-
				-
				-
				-
12/23/2019	Review on call Engr contract documents	0.5	125.00	62.50
				-
				-

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Renewal of the Contract with Stifel, Nicolaus & Company Inc., Public Finance, (formerly G.K.Baum).

DATE: January 14, 2020

PRESENTED BY: Nancy Grabowski and John Avila

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village entered into a contract with G.K. Baum financial advisors in January 2012 to provide financial services and analysis for the Village. The financial information provided assisted the Village in moving forward with several capital projects including the bonding for the waste water treatment plant and the purchase of the Taos Mountain Lodge. The contract was renewed in April 2016 and has now expired as of December 31, 2019. Recently G.K. Baum was acquired by Stifel, Nicolaus & Company Inc. out of Phoenix AZ. Brad Angst, the financial advisor who has been working with the Village for the past 5 years is working with Stifel as well and will continue on as our advisor. The contract would be renewed as of January 1, 2020 and would expire on December 31, 2020, with options to renew as stated in the procurement laws in compliance with the state of New Mexico.

RECOMMENDATION: Staff recommends authorization and approval to renew the contract with Stifel, Nicolaus & Company, formerly G.K. Baum.

STIFEL

January 6, 2020

John Avila, Village Administrator
Nancy Grabowski, Finance Director
Village of Taos Ski Valley, New Mexico

RE: 2020 ONGOING FINANCIAL ADVISORY SERVICES AGREEMENT

Stifel, Nicolaus & Company, Incorporated ("Stifel") presents for your acceptance this Agreement to retain Stifel as municipal advisor/financial advisor to the Village of Taos Ski Valley (the "Village" or "Issuer") specifically to perform the scope of services outlined below for a period effective from January 1, 2020 and ending June 30, 2025 ("Agreement") which may result from time to time in the issuance of bonds, notes, refunding bonds and/or the use of other financial instruments ("Transaction").

This agreement will be effective upon signature by an authorized representative of Issuer and will authorize Stifel to act as financial advisor through the term of the Agreement, at which time this agreement will terminate. This agreement may also be terminated on thirty (30) days written notice by either party.

1. Scope of Work. Stifel agrees to perform the following services for Issuer with respect to the Agreement and Transactions:
 - a. Assume overall responsibility for the financial analysis and structuring recommendations for the Transaction;
 - b. Assist counsel to the underwriter(s) and Issuer in preparation of the preliminary and final official statements for the Transaction consistent with all federal and state requirements;
 - c. Assist Issuer, as requested, in the selection of an underwriter(s), including review of underwriter recommendations to the extent requested in writing by Issuer, and coordinate all activities of the underwriter(s);
 - d. Coordinate with consultants, accountants, bond counsel, other attorneys and staff in connection with the sale of the Transactions;
 - e. Coordinate financing time schedule, distribution of documents, preliminary and final official statement printing, wire-transfer of funds, delivery of bonds and bond closing;
 - f. Assist Issuer on the matter of bond rating(s) for the proposed issue and coordinate the preparation of credit information for submission and presentation to the rating agency(ies);

STIFEL

- g. Coordinate pre-pricing discussions of bond pricing and structuring, supervise the negotiated sale process, and advise on acceptability of offer to purchase bonds by the underwriters;
 - h. If requested, assist Issuer in procuring any appropriate ancillary financing-related products and services including, credit enhancement (e.g., bond insurance), paying agent/registrar/trustee, escrow agent (if applicable), escrow investments, and other such products and services as Issuer may deem necessary or desirable in connection with any financing.
 - i. Attend Issuer meetings as requested, with reasonable advance notice;
 - j. Provide such other services as are mutually agreed upon in writing by Issuer and Stifel.
2. Issuer's Obligations. Issuer agrees that, with respect to Transactions, its staff and consultants will cooperate with Stifel and make available any data in the possession of Issuer necessary to perform Stifel's financial advisory services and regulatory obligations as described in Exhibit A to this agreement.
3. Regulatory Disclosures:
- a. Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -"the Rule"). Stifel will be serving as a municipal advisor to the Issuer under the Rule and this agreement documents the municipal advisory relationship between Stifel and the Issuer.
 - b. MSRB Rule G-42 requires that a municipal advisor provide its client with certain written disclosures. Please see Exhibit A to this agreement for those disclosures.
4. Compensation:

For Stifel's financial advisory services in processing Transactions, Stifel shall be paid a fee equal to 2.00% of the first \$1,000,000 par amount of the Transaction issued; plus 1.00% of the next \$1,500,000 par amount of the Transaction issued; plus 0.50% of the next \$2,500,000 par amount of the Transaction issued; plus 0.30% of the next \$5,000,000 par amount of the Transaction issued, plus 0.20% for all bonds over \$10,000,000 in par amount issued to be paid at the completion of the Transaction. A minimum fee for any Transaction will be \$20,000.

The Issuer will pay any required New Mexico Gross Receipts Tax, and reimburse Stifel for all reasonable costs and expenses incurred by Stifel related to the Transaction being issued in an amount not to exceed \$5,000.00.

STIFEL

Hourly rate for Stifel staff members who perform other analysis and consulting work under this agreement outside of Transactions.

Hourly rate for: Managing Director	\$300.00
Hourly rate for: Director	\$250.00
Hourly rate for: Vice President	\$200.00
Hourly rate for: Associate/Analyst	\$100.00
Hourly rate for: Administrative	\$50.00

5. Authority to Direct Financial Advisor:

The following individuals have the authority to direct Stifel's performance of its scope of work under this agreement: **John Avila, Village Administrator and Nancy Grabowski, Finance Director.**

Respectfully submitted this 13th day of January.

STIFEL, NICOLAUS & COMPANY, INCORPORATED



By: _____

Name: Brad Angst

Title: Director

ACCEPTANCE

I, _____, upon approval by the governing body of the Village, hereby accept the agreement as submitted by Stifel, Nicolaus & Company, Incorporated relative to the financial advisory services, as described herein.

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A

**Village of Taos Ski Valley, New Mexico
2020 Ongoing Financial Advisory Services Agreement**

MSRB Rule G-42 Disclosures

As municipal advisor to [insert name of issuer] (“you”), Stifel Nicolaus (“Stifel” or “we”) is subject to the rules of the Municipal Securities Rulemaking Board (MSRB), including MSRB Rule G-42. The rule directs us to make certain disclosures to you. Please review the following disclosures and contact your Stifel municipal advisor if you have any questions.

Our Duties as Your Municipal Advisor

Rule G-42 describes our basic duties to you. Most importantly, we owe you a fiduciary duty, the principal element of which is a duty of loyalty. Under the duty of loyalty, we are required to deal honestly and in the utmost good faith with you and to act in your best interests without regard to our financial or other interests. We may not serve as your municipal advisor if we believe that we have any conflicts of interest that we cannot manage or mitigate so that we can act in your best interests.]

Rule G-42 also provides that we owe you a duty of care. As part of that duty, we must possess the degree of knowledge and expertise needed to provide you with informed advice. Also, under that duty, when we make recommendations to you or help you to evaluate the recommendations of others, we may need to ask questions to make sure that we have all the relevant facts.

Disclosure of Conflicts

Rule G-42 requires us to disclose to you any known material, actual or potential conflicts of interest that could reasonably be expected to impair our ability to provide you with advice, including any conflicts associated with contingent fee arrangements. As described in our engagement letter, the payment of our fee will be contingent on the closing of the bond issue described in the engagement letter [and the amount of compensation will be based on a percentage of the principal amount of the bond issue]. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction to you that is unnecessary or to recommend that the size of the bond issue be larger than is necessary. We would, of course, be willing to discuss an alternative fee arrangement, if that is your preference.

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

STIFEL

Legal and Disciplinary Event Disclosures

Each firm that is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC) is required to file Form MA with the SEC and update that form periodically and as events change. The firm is also required to file a Form MA-I for each of its employees who is engaged in municipal advisory activities. Stifel's most recent Form MA and the Form MA-1 for each current Stifel municipal advisor employee may be found on the SEC's EDGAR website using the following hyperlink: <http://www.sec.gov/cgi-bin/browse-edgar?CIK=0000094403&owner=exclude&action=getcompany&Find=Search>.

Item 9 of Form MA requires each municipal advisor firm to disclose any criminal, regulatory violations, or self-regulatory violations and certain civil litigation. Because we are a broker-dealer firm, Form MA permits us to cross-reference to our Form BD, which is available on the website of the Financial Industry Regulatory Authority (FINRA), and our Form ADV, which is available on the SEC website. For your convenience, you may access our Form BD by using the following hyperlink: <http://brokercheck.finra.org/Firm/Summary/793>. You may access our Form ADV by using the following hyperlink: <https://www.adviserinfo.sec.gov/IAPD/IAPDSearch.aspx> and entering Firm 793 in the search field. Item 6 of each Form MA-I requires comparable disclosure about a municipal advisor individual, as well as customer complaint, arbitration, investigation, termination, financial, and judgment/lien disclosure. When an individual has a disciplinary history, Form MA-1 permits us to cross-reference to that individual's Form U-4. The disciplinary history on an individual's Form U-4 is accessible entering the individual's name in FINRA's "Broker-Check" service, using the following hyperlink: <http://brokercheck.finra.org/>.

Our Form MA was amended on July 14, 2017 to reflect the following settlement with FINRA:

In June 2017, Stifel agreed to pay a fine of \$125,000 to settle an alleged violation of MSRB Rule G-23. Stifel determined that a private placement with the county in which Stifel's school district client was located was a lower cost alternative for the school district than a public offering. Stifel presented the idea to the school district, which agreed to hire Stifel as its placement agent. Nevertheless, two months elapsed before Stifel provided disclosure to the school district that, in its role as placement agent, it was not a fiduciary to the school district as required by MSRB Rule G-23. The FINRA settlement document states that: "Because it failed to provide the role disclosure required by MSRB Rule G-23 in a timely manner, Stifel acted as both financial advisor and placement agent for the [school district] in connection with the [Bonds], in violation of MSRB Rule G-23." The alleged violation took place in 2012. Stifel now has robust procedures in place that are designed to result in timely G-23 disclosures to underwriting/placement clients.

We do not believe that any of the legal or disciplinary event disclosures described in our Form MA is material to our ability to serve as your municipal advisor.

STIFEL

Evaluation of Recommendations/Suitability

As provided in our engagement letter, we will assist you in evaluating recommendations, whether made by Stifel or, upon your written request, by third-parties, such as underwriters. We will provide you with our evaluation of the material risks, potential benefits, structure, and other characteristics of the transaction or product. We will discuss with you why we think a recommendation we make is suitable for you. In the case of recommendations made by an underwriter or other third-party that you request in writing that we review, we will discuss with you why we think the recommended transaction or product is or is not suitable for you. We will also inform you of any other reasonably feasible alternatives considered.

In order for us to evaluate whether we think a recommendation is suitable for you, we are required to consider the following factors and we may need information from you about those factors, much as if you were opening a brokerage account:

- financial situation and needs,
- objectives,
- tax status,
- risk tolerance,
- liquidity needs,
- experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended,
- financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction were reasonably expected to be outstanding, and
- any other material information known by the municipal advisor about the client and the municipal securities transaction or municipal financial product, after reasonable inquiry.

Additional Information

We also wish to inform you that Stifel is registered as a municipal advisor with both the SEC and the MSRB. Information about the duties of a municipal advisor, as well as the procedures for filing a complaint, may be found on the MSRB's website by clicking on the following link: <http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en>. The general website for the MSRB is www.msrb.org. If you have any questions, please contact your municipal advisor.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Items

AGENDA ITEM TITLE: Discussion and Direction to Pursue the Offer of NCRTD Extension of Service during March 30 - April 12, 2020

DATE: January 14, 2020

PRESENTED BY: John Avila

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

After inquiries regarding transportation for the extended season and the World Pro Ski World Championships, NCRTD has provided an estimate of cost for the service to the Village. NCRTD requires advance confirmation in order to provide the additional service. NCRTD can provide routes for \$15,424 to \$16,764 depending on if a night service is included.

Initial feedback preference is; to plan for the most useful routes next year rather than provide the extended service this year. However, if the anticipated benefit of the extended bus routes is at least equal to the cost of the additional bus service, it may demonstrate the value of an increased service level.

RECOMMENDATION: Direct staff to respond to NCRTD that VTSV will not engage the extension of bus service with no identified funding for the agreement.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Introduction: **Ordinance No. 2020-10** An Ordinance of the Village of Taos Ski Valley Adopting Building and Construction Codes

DATE: January 14, 2020

PRESENTED BY: Jalmar Bowden, Building Official

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village's Planning and Zoning Commission recommended the precursor draft to this draft presented to the Council for introduction and consideration. Attached to the draft ordinance is an explanatory document referencing the New Mexico, International, and Uniform codes. Each of these families of codes will be adopted in part by the Village upon approval of this document.

RECOMMENDATION: Staff recommends approval of this Ordinance in its entirety, after a second reading. This is a general adoption of the codes as amended by the State of New Mexico, and specific amendments for the Village are generally reserved for recommendation and discussion in the future.

This is a first reading of the ordinance and no action is requested at this time. Council vote will be requested at the February 11, 2020 Council meeting.

The Mayor, Councilors and public are invited to direct inquiries regarding this adoption and the codes to the Building Official at the Village Office prior to that date.

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This accompanying document provides some explanatory narrative to the Village Code submitted.

Section I.

I. D. NMSA, sec. 60-13-1 Construction Industries Licensing Act is the enabling document for Municipalities to effect a building department jurisdiction. It also defines construction and other terminology as it applies to the state codes. This Act also provides for contractor licensing by the State, enumerates responsibilities, and establishes penalties and avenues for grievance. It provides minimum qualifications for journeymen, apprentices and contractors in the trades; Inspectors, Trade Bureau Chiefs and Building Officials for Municipalities.

Section II

A. The adoption following is organized according to the New Mexico Administrative Code (NMAC) and that current code is available at the Regulation and Licensing website on the Construction Industries page in a drop down menu titled Rules, Laws and Building Codes.

B. Adoptions

1. Chapters 5 and 6

a. Chapter 5 Part 1, General Provisions is the administrative article of the State code providing framework for our Village Building Code administrative activities.

b. Part 2. Permits; delineates types of permits and requirements for submission of documents during application process. This article also enables actions for denying or revoking permits when justified.

c, d, e, f, g, h Chapter 6 Construction Industries Licensing, specifies types of licensing and the work allowable under the types.

2, 3. Title 14 Chapter 7 Building Codes General adopts International Code Council Codes, currently 2015. Part 2 . 14.7.2.1 through 14.7.2.44 is the adopting instrument of the International Building Code. Titled The 2015 New Mexico Commercial Building Code, this article also adopts or not individual appendix chapters of the 2015 IBC by the Village, generally in line with the State adoption:

Appendix F Rodentproofing is adopted as the Village is surrounded by wilderness causing rodents to be a significant nuisance and health danger, which is not necessarily so elsewhere and not State adopted.

Appendix I Patio Covers is adopted by the Village due to strict requirements for snow loads and the resulting necessity for regulation of same, which is not generally problematic in other areas of the State. Without adoption the Village will not regulate such simple additions and resulting structures may not withstand our winters.

Appendix A Employee Qualifications is amended to be less strict by New Mexico Code than the ICC for building department personnel due to difficulty in attracting prospects meeting the strict requirements. It is advisable to align with the State here to ease requirements for future hiring.

Appendix D Fire Districts is not adopted as the Village size does not warrant division into districts.

Appendix J Grading is not adopted by the Village, as a more robust grading ordinance was previously adopted by the Village and this will be readopted later in this process.

Appendix K Administrative Provisions is applicable to particular electrical code adoptions, the State does

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not adopt this appendix, as administrative provisions are established in Chapter 5 of the NMAC and in the New Mexico Electrical Code.

Appendix L Earthquake Recording Instrumentation is not adopted by the Village, as it applies to multistory buildings in earthquake prone locations.

Appendix M Tsunami Generated Flood Hazards is not applicable to Village geography.

4, 5. Part 3. 14.7.3.1 Through 14.7.3.28 The New Mexico Residential Building Code and the International Residential Code, specifically the appendices as explained below

Appendix H Patio Covers is advisable to adopt regulation of such structures. Poorly designed or installed utility and porch or patio covers can be problematic with our snow loads.

Appendix J Existing Buildings encourages the reuse or continued use of legally existing structures.

Appendix K Sound Transmission regulates the level of wall sound transmission and floor ceiling assemblies between dwelling units in multifamily dwellings.

Appendix L Permit Fees is an updated fee schedule very similar to the schedule in use in the Village for determining permit fees based upon the valuation of the project.

Appendix Q Tiny Houses is adopted by the New Mexico Residential Code from the 2018 IRC. This is unusual in that it is the State's only adoption at this time from the 2018 code. I recommend this adoption also primarily for the provisions establishing safe standards for alternative stairways or ladders accessing lofts. Vacation homes have been traditionally built with loft sleeping areas, but the code has been silent on any alternative means to access lofts leaving the only approvable access a stair built to means of egress standards. This is an unfairly strict standard to apply when four or less able bodied people will sleep there.

Appendix R Light Straw Clay Construction establishes standards for the use of light straw clay (adobe in New Mexico with a high straw content) for infill walls in nonstructural applications.

Appendix A, B, C, D, G, N and P are not adopted because the state continues their adoption of the Uniform Plumbing and Mechanical Codes, rather than the competing ICC codes. The State currently permits and inspects plumbing and mechanical installations in the Village therefore we cannot adopt the International Plumbing or Mechanical Codes.

Appendix I Private Sewage Disposal Code is not adopted. New Mexico Environment Department currently permits and regulates these activities when Village infrastructure does not serve a property.

Appendix S Straw Bale Construction is not adopted. The Village is a difficult environment for building with even conventional methods. I would not advise this method for our environment and believe it preferable to treat proposals to use this building method as alternative, which places the burden on the builder to detail his work to the latest standards. Entrapment or intrusion of moisture into straw bale constructed walls can be devastating for the walls, structure or homeowner's health.

6. 14.7.4 NMAC The New Mexico Earthen Building Materials Code is adopted, it governs the use of adobe and rammed earth walls for building construction. There is no reason to prohibit its use in the Village.

7, 8. 14.7.6 NMAC 2009 New Mexico Energy Code and the 2009 International Energy Conservation Code was a compromise by the State in deference to builders in New Mexico who did not want to increase the cost of their developments. I believe builders in the Village understand the advantages spent up

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front for lifetime savings for their buyers or occupants. I will soon be bringing this code before the Village for updating to the 2015 or 2018 IECC.

9, 10. 14.7.7 NMAC The 2015 New Mexico Existing Building Code and the 2015 International Existing Building Code apply to commercial and multifamily buildings. The intent is to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to safeguard the public health, safety and welfare insofar as they are affected by the repair, alteration, change of occupancy, addition and relocation of existing buildings.

11. 14.7.8 NMAC The Historic Earthen Buildings does not apply to any known buildings in the Village. It is well crafted and passages other than those referring to earthen specifics could be used if buildings in the Village register as historic in the future.

12, 13. 14.8.2 NMAC The 2015 New Mexico Plumbing Code and the 2015 Uniform Plumbing Code Establishes minimum standards for all plumbing contracting in New Mexico.

14, 15. 14.8.3 NMAC The 2012 New Mexico Swimming Pool, Spa and Hot Tub Code, and the 2012 Uniform Swimming Pool, Spa and Hot Tub Code. This rule applies to all contracting work for these installations whether residential or commercial.

16, 17. 14.9.2 NMAC The 2015 New Mexico Mechanical Code and the 2015 Uniform Mechanical Code. This rule applies to all contracting work in the Mechanical Trades in New Mexico, residential and commercial.

18, 19. 14.9.6 NMAC The 2012 New Mexico Solar Energy Code and the 2012 Uniform Solar Energy Code. This rule applies to all solar energy contracting work performed in New Mexico.

20, 21. 14.10.4 NMAC The 2017 New Mexico Electrical Code and the 2017 National Electrical Code. This rule governs electrical contracting work in New Mexico and is administrated and enforced by the Electrical Bureau of CID.

22, 23. 14.11.2 NMAC The 2012 New Mexico Electrical Safety Code and the 2012 National Electrical Safety Code. This code regulates contracting work in New Mexico on customer owned electrical utilities.

24. 19.15.40 NMAC The New Mexico Liquefied Petroleum Gas Standard regulates activities of individuals or persons performing work that involves the use of storage or providing service, for LP Gas.

III. Section enabling enforcement and permitting activities by the Building Official.

IV. This section is drawn heavily from 17-30, the Village Zoning Ordinance to establish procedures for contesting decisions by the Building Official or staff. It differs that if either the Official or complainant are not satisfied with Commission's decision their appeal is to be heard by the CID TAC, rather than the Village Council. ICC Guidelines for an appeals board specify members with various types of construction expertise, from trades to architects, contractors, etc. This makes the Village Council an inappropriate body for such appeals. However the Planning and Zoning Commission powers and duties established in ordinance 97-15 as hearing body for Village Building appeals should be allowed to continue, provided

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that appeals of a highly technical nature may be referred to the CID Technical Advisory Council by decision of the Village Planning and Zoning Commission.

V. Building Permits, enables the Village Building Official to deny permits for cause, or request clarifying information when they do not meet provisions of Village adopted codes.

VI. Fees, currently assessed administratively will be submitted at the next Council meeting concurrent with adoption of the referenced ordinance.

VII. Repeal and Conflict of Codes, establishes a priority for Village codes over adopted codes when passages may have conflicts not specified or discovered in the adoption process. This process is ongoing and major portions are intended to be brought before Council in the first months of 2020. The codes enumerated in this adoption are the known codes affecting Village Buildings. These codes are generally on a 3 year cycle and the adoption will be updated similarly, requiring periodic revision of this ordinance to maintain current cycle. Appendix A is the related document which amends the adopted codes to Village specifications and may also be updated to the code cycles. The volume of text required in this Appendix, however may obscure and confuse the basic adoption of the codes. Therefore the separation of the related Ordinance and Appendix are advisable.

VIII. Non-waiver of immunity. Extends protections as provided by law to agents of the Village when prosecuting provisions of the ordinance.

IX. Severability. Maintains the integrity of the document as a whole in the event that any portion shall be found invalid.

X. Effective Date of the ordinance provides 3 months for project design time to meet new provisions. Delayed date of effectiveness then allows projects designed to previous codes to be permitted for a limited time after publication of the Ordinance. An actual date can be inserted here based on projected publication from date of passage at time of signing.

ORDINANCE NO. 2020-10

AN ORDINANCE OF THE VILLAGE OF TAOS SKI VALLEY ADOPTING BUILDING AND CONSTRUCTION CODES

WHEREAS, the adoption of building and construction codes is essential to ensure that structures located within the Village of Taos Ski Valley (“Village”) are safe, sanitary, and fit for occupation and use;

WHEREAS, such codes are necessary for regulating and governing the construction and maintenance of all property, buildings, and structures in the best interest of the public health, safety, and welfare;

WHEREAS, these codes provide the standards for construction, utilities, and other physical conditions essential to the use and occupancy of Village buildings, as well as the demolition of such structures;

WHEREAS, these codes also provide for the issuance of permits, the collection of fees therefor, and the imposition of penalties for violations;

WHEREAS, the Village hereby adopts the Village of Taos Ski Valley’s building and construction codes for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location, and maintenance of buildings and structures;

WHEREAS, these Village building and construction codes, though named by reference herein, are adopted and incorporated as if fully set forth herein, and in compliance with the laws of the State of New Mexico;

WHEREAS, the adoption of the Village building and construction codes supersedes and repeals any building and construction codes previously adopted by the Village. Where the Village’s building and construction codes are amended in part by the Village, any such amendments shall supersede inconsistent provisions set forth in the New Mexico model and uniform codes;

WHEREAS, these codes are controlling in the construction of all commercial, industrial, and residential buildings and other structures located within the corporate limits of the Village of Taos Ski Valley.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:**

SECTION I. INTRODUCTION

A. For the purpose of prescribing standards for regulating construction, maintenance, and demolition of buildings and structures, including all building service equipment, and installations within the Village, the following Village of Taos Ski Valley building and construction codes are hereby adopted.

B. The Village building and construction codes, as adopted herein, may be amended or repealed in the same manner as ordinances are amended or repealed.

C. A copy of the Village's building and construction codes are on file in the Office of the Village Building Official, and are available for inspection by the public during regular business hours. A copy of these codes are available to any individual upon request, with and the payment of a reasonable charge, as set by the Village Administrator.

D. These codes are adopted by reference to the International Code Council and NMSA, sec. 60-13-1, *et. seq.*, titled "Construction Industries Licensing Act."

SECTION II. ADOPTION OF CODES.

The following building and construction codes are adopted and amended as set forth herein. These codes are adopted by reference to the general uniform codes and New Mexico model codes, and are incorporated as if fully set out herein, unless otherwise amended by the Village. From the date on which this Ordinance takes effect, these codes shall be controlling within the municipal boundaries of the Village.

The following Codes are adopted by reference:

The New Mexico Building Code, **Title 14 Housing and Construction**, Chapter 5, Construction Industries General Provisions, through Chapter 9 New Mexico Mechanical Code.

A General Provisions Chapter 5

Part 1, General Provisions

Part 2, Permits

as adopted by the New Mexico Construction Industries Division;

B Construction Industries Licensing Chapter 6

Part 2, Handyman Certificate,

Part 3, Contractor's License Requirements

Part 4 Journeyman License requirements

Part 5, Inspectors

Part 6, Classifications and Scopes

as adopted by the New Mexico Construction Industries Division,

C Building Codes General Chapter 7 The 2015 New Mexico Commercial Building Code 14.7.2, including **2015 International Building Code** and Appendix Chapters as adopted and amended by the State of New Mexico.

C Agricultural Buildings,

E Supplementary Accessibility Requirements,

F Rodentproofing,

G Flood Resistant Construction,

H Signs (see Village zoning ordinance),

I Patio Covers, **are adopted** by the Village.

Not adopted by the Village are IBC Appendix Chapters;

A Employee qualifications (see 14.5.1.7, B., D. NMAC)

D Fire Districts,

J Grading,

K Administrative Provisions

L Earthquake Recording Instrumentation,

D. The 2015 New Mexico Residential Building Code 14.7.3 NMAC and the 2015 International Residential Code (IRC) IRC Appendix Chapters as amended and adopted by the State of New Mexico;

J Existing Buildings,

K Sound Transmission,

L Permit Fees,

R Light Straw Clay Construction **are adopted** by the Village.

Not adopted are IRC Appendix Chapters;

A Sizing and Capacities of Gas Piping,

B Sizing of Venting Systems Serving Appliances Equipped Draft Hoods, Category 1 Appliances, and Appliances listed for use with Type B Vents,

C Exit Terminals of Mechanical Draft and Direct-venting Systems,
D Recommended Procedure for Safety Inspection of an existing Appliance Installation,
E Manufactured Housing Used as Dwellings,
G Piping Standards,
H Patio Covers,
I Private Sewage Disposal,
N Venting Methods,
P Sizing of Water Piping System,
S Straw Bale Construction,
Q Tiny Houses.

E. The 2015 New Mexico Earthen Building Materials Code 14.7.4 NMAC as adopted by the State of New Mexico; is adopted by the Village.

F. The 2009 New Mexico Energy Code 14.7.6 NMAC and the 2009 International Energy Code as adopted by the State of New Mexico, as amended; is adopted by the Village;

G. The 2015 New Mexico Existing Building Code 14.7.7 NMAC and the 2015 International Existing Building Code as adopted by the State of New Mexico, as amended; is adopted by the Village.

H. The 2015 New Mexico Historic Earthen Buildings 14.7.8 NMAC as adopted by the State of New Mexico is adopted by the Village.

I. The 2015 New Mexico Plumbing Code 14.8.2 NMAC and the 2015 Uniform Plumbing Code as adopted by the State of New Mexico , including Appendix Chapters A, B, D, E, F, I, as amended; is adopted by the Village.

J. The 2012 New Mexico Swimming Pool, Spa and Hot Tub Code 14.8.3 NMAC, and the 2012 Uniform Swimming Pool, Spa and Hot Tub Code as adopted by the State of New Mexico, as amended;

K. The 2015 New Mexico Mechanical Code 14.9.2 NMAC and the 2015 Uniform Mechanical Code as adopted by the State of New Mexico, including Appendices A, B, C, and D, as amended; is adopted by the Village.

L. The 2012 New Mexico Solar Energy Code 14.9.6 NMAC and the 2012 Uniform Solar Energy Code adopted by the New Mexico Construction Industries Division, as amended; is adopted by the Village

M. The **2017 New Mexico Electrical Code 14.10.4 NMAC** and the **2017 National Electrical Code** as adopted by the State of New Mexico, as amended; **is adopted** by the Village.

N. The **2012 New Mexico Electrical Safety** and the **2012 National Electrical Safety Code** as adopted by the State of New Mexico, as amended; **is adopted** by the Village.

O. Errata sheets to the adopted portions of the Codes promulgated by the International Code Council, International Association of Plumbing and Mechanical Officials and National Electrical Code, as amended;

SECTION III. AMENDMENT TO BUILDING CODES

The Village building and construction codes adopted in Section II above are hereby amended as set forth in Appendix A and incorporated herein.

SECTION IV. JURISDICTION TO ENFORCE

The jurisdiction to administer and enforce the Village building and construction codes shall be vested in the Village Building Official.

SECTION V. APPEALS

The Village Planning Commission is vested with the right to hear appeals of the Village Building Official's decisions in the administration and enforcement of the Village building and construction codes.

An appeal of the Village Building Official's decision shall be filed in writing within 15 days of the Building Official's final decision. Any such appeal shall be heard at the next regularly scheduled Planning Commission meeting and shall be noticed as a public hearing.

SECTION VI. BUILDING PERMITS

No building permit shall be issued for the construction, erection, or demolition of any building or structure within the Village's jurisdiction unless the construction, erection, or demolition complies with the terms and provisions of this Ordinance.

SECTION VII. SCHEDULE OF FEES, CHARGES AND EXPENSES

The Village Council shall establish, by resolution, a schedule of fees for permits and other matters pertaining to this Ordinance.

No permit or approval required under this Ordinance shall be issued or granted unless and until such fees have been paid in full. The schedule of fees adopted by the Village Council replaces any such fees adopted by the New Mexico Construction Industries Division or the State of New Mexico.

The schedule of fees shall be printed and available from the Village Building Official.

SECTION VIII. REPEAL AND CONFLICT OF CODES

The adoption of the Village building and construction codes supersedes and repeals any building and construction codes previously adopted by the Village.

Where the Village's building and construction codes are amended as set forth in Appendix A, attached hereto, any such amendments will supersede inconsistent provisions set forth in the New Mexico model and uniform codes.

SECTION IX. NON-WAIVER OF IMMUNITY

Nothing contained in this Ordinance shall be construed as waiving the immunity of the Village, its officers, agents, servants and employees, as may be provided for in the New Mexico Tort Claims Act. Neither the Village, nor its officers, agents, servants, and employees will be liable to any person for enforcement of the provisions of this Ordinance.

SECTION X. SEVERABILITY

The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION XI. PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be in full force and effect after its adoption, approval, and publication as provided by law.

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2019.

VILLAGE OF TAOS SKI VALLEY, NEW MEXICO

Christof Brownell, Mayor

ATTEST:

Ann Wooldridge, Village Clerk

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Items

AGENDA ITEM TITLE: Discussion and Direction to Staff to Prepare a Firewise Resolution

DATE: January 14, 2020

PRESENTED BY: Firewise Board

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

On January 6, 2020 the Village Planning & Zoning Commission (P&Z) held a joint work session with the Village Firewise Board to consider a proposed Firewise Ordinance. The draft Ordinance was first introduced and considered at the October 7, 2019 P&Z meeting, and was discussed again at the November 18, 2019 P&Z meeting and the January 6, 2020 P&Z meeting. Having heard from Firewise Board Chair, Roger Pattison, other members of the Board and Public Safety Committee, staff, and community members, the Commission discussed and voted down the motion to recommend the Ordinance be forward to the Village Council. However, the P&Z Commission voted in the affirmative to recommend to Village Council that the Ordinance be changed to a Resolution and adopted as such.

RECOMMENDATION: Either direct staff to bring the Firewise Ordinance to Council for a first reading on February 11, 2020 or to present a Resolution instead. Staff will also need to identify funding for community education and application of code.

ORDINANCE NO. 2019-_____

**VILLAGE OF TAOS SKI VALLEY WILDFIRE PREVENTION
AND PROTECTION ORDINANCE**

**AN ORDINANCE OF THE VILLAGE OF TAOS SKI VALLEY ADOPTING
REGULATIONS TO REDUCE WILDFIRE HAZARDS BY REQUIRING THE
REMOVAL OF HAZARDOUS MATERIALS, DEBRIS, AND FLAMMABLE
VEGETATION FROM PRIVATE PROPERTY**

WHEREAS, the Village of Taos Ski Valley (“Village”) is in a high alpine forest which may be subject to hazardous wildfires;

WHEREAS, the Village of Taos Ski Valley declares uncontained wildfires to be a threat to the health, safety, and welfare of Village residents and their property;

WHEREAS, the Village of Taos Ski Valley believes it essential to adopt regulations to reduce wildfire hazards by requiring the removal of flammable materials, debris and vegetation from public and private property within the Village, while striving to balance the needs for privacy, forest health, and overall aesthetic considerations;

WHEREAS, dangerous wildfires are abated through proper management of the forest and through limited clearing and maintenance of private and public properties throughout the Village;

WHEREAS, in order to mitigate the possibility of wildfires, as well as their severity, the Village declares that enactment of these regulations is necessary to promote fire prevention through the oversight and management of flammable vegetation, debris, and hazardous materials that constitute a fire hazard;

WHEREAS, the Village Council further declares that regulation of fire hazards on public and private property within the Village is essential to preserve quality of life within the Village and to protect persons and structures from irreparable harm.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:

SECTION I. DUTY TO ABATE AND CONTROL WILDFIRE FUELS

It shall be the duty of every owner and person in control of real property, or interest therein, to control and abate therefrom all flammable vegetation, materials, and debris that constitute a fire hazard and which may endanger or damage neighboring property, or otherwise threaten the health, safety, welfare of the citizens of the Village of Taos Ski Valley due to the danger of wildfire.

SECTION II. STANDARDS FOR ABATEMENT AND CONTROL

This Ordinance establishes standards for abatement and control of flammable vegetation, hazardous materials, and other debris which increase the risk of wildfire on public and private property within the Village of Taos Ski Valley.

SECTION III. COLLABORATIVE FIRE MITIGATION PLANS

1. The Village intends to work collaboratively with individual property owners to create a "Fire Mitigation Plan" for any or all properties within the Village, as may be found to be appropriate. These Plans will apply standards for abatement and control of flammable vegetation, materials and other debris, and will specify an agreed upon time frame.
2. Each Plan may be implemented in phases in order to facilitate the long-term mitigation of wildfire hazards and to allow the property owner to budget for mitigation over time. The Village recognizes that large scale mitigation of flammable vegetation and standing trees may take a period of months or years to fully implement. The Village will work cooperatively with individual property owners to allow sufficient time for such mitigation based upon an agreed upon time frame.
3. The Village intends that all Fire Mitigation Plans, whether on residential or commercial property, will be developed in partnership with the property owner to meet the objectives set forth in this Ordinance. The signed Plan will be a regulating and binding agreement between the Village and the private property owner.

SECTION IV. ENFORCEMENT OF ABATEMENT STANDARDS ON PRIVATE PROPERTY

1. This Ordinance establishes abatement and control priorities for flammable materials, debris and vegetation for designated property "Fire Mitigation Zones," Section VI below ("Zones"), based upon the location and size of properties, their proximity to structures, and the relative wildfire hazard to the community.
2. The Village will retain a forestry and wildfire mitigation expert to work with private property owners within the Village. This person is referenced throughout this Ordinance as the "Director of Forestry." The Director of Forestry will be selected and appointed by the Village to aid property owners in assessing the best practices for mitigation of wildfire hazards and to develop long-term Fire Mitigation Plans for individual properties.

SECTION V. FUEL MANAGEMENT STANDARDS

1. The Village's "Fuel Management Standards" are established guidelines for each of the designated "Fire Protection Zones" set forth in Section VI below. These Zones address mitigation based upon the size of a property and the location of structures in relation to potentially flammable vegetation and other materials.
2. Fuel Management Standards are designed to reduce the potential for a catastrophic wildfire within the Village, while preserving its forested appearance and natural landscape.
3. The Director of Forestry and the landowner will develop a mutually agreed upon Fire Mitigation Plan in compliance with the guidelines established for each designated Zone.
4. Only Fire Mitigation Plans approved by the Village's Director of Forestry will be authorized under this Ordinance, including Plans developed solely by property owners in conjunction with a private contractor.
5. The Fire Mitigation Plan will outline specific steps for mitigation of wildfire hazards and will generally involve phased clearing and remediation, with the understanding that initial thinning could take several years.
6. The property owner, or person in control of property, will be responsible for compliance with the Fire Mitigation Plan.

7. Once a property has been mitigated in compliance with a Fire Mitigation Plan, the property owner, or person in control of the property, is responsible for maintenance thinning. Maintenance activities such as ladder fuel management shall be conducted on a yearly basis. Ladder fuels are those materials or vegetation that spread wildfire from low-growing vegetation to taller trees. Examples of ladder fuels include low-lying tree branches, shrubs, and smaller trees under the canopy of a large tree.

8. Consideration should be given to harvesting mature trees, as well as small trees that would otherwise be considered potential ladder fuel due to their density and location.

9. Drought and insect mortality can cause a property to quickly deviate from Fuel Management Standards and become noncompliant.

SECTION VI. DESIGNATED ZONES

1. All properties located within the boundaries of the Village of Taos Ski Valley shall meet the following requirements for each of the following designated "Fire Protection Zones" 1 through 4. Each designated Zone could be located within a given lot, although the size and configuration of the lot may vary, therefore requiring specific abatement and mitigation measures.

A. Zone 1 /Structure Protection (zero to ten feet from a structure or deck)

The requirements for Zone 1 are as follows:

- a. All flammable ground materials and activity slash should be removed.
- b. All ladder fuels should be removed, including shrubs beneath the crown of conifers. Alternatively, mature trees may be removed so smaller, new trees are no longer ladder fuels.
- c. Separation between crowns of trees is encouraged, as shown in the attached diagrams.
- d. Where there is a maximum of five similar sized trees with overlapping crowns, there should be separation between these trees, as shown in the attached diagram and other similar groups.
- e. All species of trees and underbrush should be pruned at least one to ten feet above ground and, if tree height permits, ten feet above structure eaves.

- f. Ornamental spruce and planted tree-form conifers that cannot be trimmed to structure eaves should be removed or modified to reduce ignition risk.
- g. No ornamental wood chips should be allowed, except in planting beds or designated pathways, and where allowed, should be limited to a maximum depth of two inches.
- h. No large piles or stacks of firewood should be stored immediately adjacent to structures from May through October, unless the ground is covered by at least six inches of snow.
- i. No flammable construction material should be allowed.
- j. Standing dead trees are discouraged, and represent an extreme hazard, and must be removed.
- k. Grass and common weeds should be trimmed low to ground or eliminated.
- l. Planted vegetation should be fire resistant and low growing.
- m. There should be no low growing flammable vegetation such as juniper (including ornamental juniper) immediately adjacent to structures.
- n. Roofs and gutters should be kept free of pine needles and other debris.
- o. Conifers are discouraged when they are less than eave height and within twenty feet of vents, windows, or doors. Ornamental conifers may be kept trimmed and low growing in this zone.

B. Zone 2/ Defensible Space (from ten feet to two hundred feet from structure or deck as dictated by the slope of the property in relation to the location of structures)

The intent of Zone 2 is to reduce the threat to a structure from an advancing wildfire. The requirements for Zone 2 are as follows:

- a. Remove all non-decomposing flammable ground materials and slash within thirty feet of a structure, unless that distance overlaps with another property or right-of-way.
- b. Remove all ladder fuels including brush beneath crowns. Alternatively, removal of tree crowns themselves is encouraged.

- c. Minimum crowns separation of trees or "clumps" (maximum five similar sized trees per clump) is encouraged.
- d. Separation of brush species should be maintained.
- e. All species of vegetation should be pruned a minimum of ten feet from ground within thirty feet of a structure or one third of tree height, whichever is less. Ornamental conifers may be left untrimmed, provided that spacing and adjacent low ground fuels are maintained in order to minimize ignition potential.
- f. A minimum of ten feet is recommended between planting beds.
- g. No wood chips should be allowed, except in planting beds within thirty feet of a structure, or designated pathways, at a maximum depth of two inches.
- h. No firewood should be stacked within twenty feet of structures from May through October, unless the surrounding ground area is under at least six inches of winter snow. Firewood should be stacked with no more than two cords per stack, and stacks should be separated by at least twenty feet of clear spacing.
- i. Conifers are discouraged, less than eave height and within twenty feet of vents, windows, or doors; however, this standard should not discourage the planned growth of new trees.
- j. Standing dead trees are highly discouraged within sixty feet of structures.

C. Zone 3/ Forest Woodlands (from the end of Zone 2 to the edge of the property boundary).

Where the property is within the defensible space of another property, Zone 2 standards shall apply. This Zone shall maintain an open forested appearance with well-spaced trees.

Zone 3 should contain a variety of tree species of various ages. Different species groups will provide for multiple age structure and size structure. The requirements for Zone 3 are as follows:

- a. Manage all ladder fuels to mitigate fire hazards. Ladder fuel management may include removal of the small lower growth fuels, or the removal of mature crowns.
- b. Separation and spacing of vegetation and trees is encouraged.

c. Removal of bole wood over six inches in diameter is encouraged.. “Bole wood” is defined as fallen or cut wood generally in excess of six inches in diameter. It should not be stacked, clustered, or placed against live trees, but should be lopped to lengths of 4 feet or less, and laid perpendicular to the fall line of the slope, flat on the ground.

d. Trim all taller species to six feet above the ground or one-third the height of the tree, whichever is less, measuring from the uphill side of the tree. Ensure that shorter tree groups are not upwind of taller trees.

e. Mastication and chipping of slash are allowed for slash disposal, however, all residue must still be removed. Bole wood over six inches in diameter should be removed if possible, or cut and laid perpendicular to the slope. “Slash” is defined as combustible materials such as leaves, pine needles, and downed trees that is dry and prone to initiate a wildfire

f. Slash may be masticated or chipped, and must always be removed. On steep slopes or where access is limited, alternative fuels management slash treatments may be approved by the Director of Forestry, such as lop and scatter with material anchored and lying perpendicular to the slope, or on-site burning with an authorized burn permit.

g. Up to three, twelve inch in diameter, or larger non-hazardous, standing dead trees may be retained per acre for wildlife habitat.

h. Recent insect infested trees, or any recently dead or diseased tree, must be harvested and removed. Diseased trees can be identified by the Director of Forestry, but include dying trees that are infested with pine beetle or other insects. Appropriate measures should be used in the removal of diseased trees to ensure that infestation does not spread.

i. All non-decomposing dead ground debris greater than five inches in diameter should be removed, when possible, except that up to five downed logs per acre, greater than twelve inches in diameter, may be retained for wildlife habitat.

D. Zone 4/Large Tracts (more than five acres, with or without structures)

Zone 4 should have an open, forested appearance. These properties will be treated with the intent to keep a wildfire on the ground to minimize a catastrophic wildfire. Some untreated areas may remain to meet agreed upon objectives

provided that there are sufficiently treated areas to ensure that fire will not spread.

The requirements for Zone 4 are as follows:

- a. Treated areas of the properties should have no ladder fuels. The cutting of some small diameter vegetation is encouraged. Removing mature trees is sometimes a preferred alternative when mitigating ladder fuel issues.
- b. Mature Spruce and Firs should be harvested or removed due to their often rotten cores.
- c. A good mix of tree type and size across the property is desirable.
- d. Separation of trees is encouraged. Modification of this separation may be approved by the Director of Forestry to meet specific objectives.
- e. Perimeter thinning should be of sufficient width to prevent a fire from advancing to an adjacent property.
- f. Every effort should be made to remove and utilize bole wood over five inches in diameter. Bole wood not removed should be felled along the contour or otherwise treated per recommendation of the Director of Forestry.
- g. Removal of any live trees greater than twelve inch DBH (Diameter at Breast Height) or for more than four trees less than twelve inch DBH, and greater than four inches DBH, will require a Tree Cutting permit from the Village Planning Director. Such permitting shall be integral in the approved Fire Mitigation Plan.
- h. Where possible, slash should be treated with full removal. Mastication or chipping is allowed only with full removal of residue. Lop and scatter may be used as a less desirable alternative.
- i. If lop and scatter is allowed, slash should be lopped and scattered and laid flat against the soil to accelerate decomposition. Lopped and scattered slash should not be placed under the drip line of residual trees. Lopped wood should not be left in piles or leaned against residual trees.
- j. No standing dead trees are allowed within one hundred and fifty feet of the property perimeter due to risks to adjacent properties.

k. Trees should be pruned where appropriate to meet objectives, but may be left unpruned if separation is adequate to prevent fire movement from tree to tree.

E. Wildland Urban Interface Zone (WUI)

a. All properties within the limits of the Village of Taos Ski Valley are designated as within the Wildland Urban Interface Zone.

b. The wildland-urban interface (WUI) is the area where houses meet or intermingle with undeveloped wildland vegetation. The WUI is thus a focal area for human- environment conflicts, such as the destruction of homes by wildfires.

c. The Village, in collaboration with property owners, will strive to eventually map the Wildland Urban Interface Zone to educate the public about hazards and to aid in the prevention of future catastrophic wildfires.

d. This Ordinance should be applied in conjunction with Village Ordinance No. 2007-44, adopting the WUI. Where this Ordinance conflicts with Ordinance No. 2007-44, this Ordinance shall prevail.

SECTION VII. FEES IMPOSED

The Village may enact fees through the passage of an Ordinance to address collection of slash and other waste byproducts created in the wildfire mitigation process, or to otherwise aid in the implementation and enforcement of this Ordinance.

SECTION VIII. RESPONSIBILITY FOR ADMINISTRATION

This Ordinance shall be administered by the Village of Taos Ski Valley Administrator, or his authorized designee, with assistance from the Director of Forestry, Chief of Police, Fire Chief, Planning Director, and Building Official.

SECTION IX. ENFORCEMENT/PENALTIES

Any person found to have violated this Ordinance may on conviction be subject to a fine not exceeding three hundred dollars (\$300.00). Any violation continued for a period of thirty (30) days shall be prosecuted and treated as a separate offense.

Nothing in this Section shall be construed to limit the Village's authority to initiate actions to prevent, enjoin, abate, and/or remove a violation of this Ordinance or to otherwise enforce this Ordinance.

SECTION X. VIOLATIONS DEEMED A PUBLIC NUISANCE

Any condition caused or permitted to exist in violation of any of the provisions of this Ordinance determined to constitute a threat to public health, safety, and welfare, may be declared and deemed a nuisance, and may be summarily abated or restored by the Village at the violator's expense, including by civil action to abate, enjoin, seek restitution, or otherwise compel the cessation of such nuisance.

SECTION XI. VILLAGE CONTROLLED PROPERTIES

All properties controlled, managed or owned by the Village of Taos Ski Valley will comply with this Ordinance.

SECTION XII. NON-WAIVER OF IMMUNITY

Nothing contained in this Ordinance shall be construed as waiving the immunity of the Village, its officers, agents, servants and employees, as may be provided in the New Mexico Tort Claims Act, and neither the Village, nor its officers, agents, servants and employees shall be liable to any person for enforcement of the provisions of this Ordinance.

SECTION XIII. SEVERABILITY

The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION XIV. PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be in full force and effect after its adoption, approval and publication as provided by law.

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2019.

