



**VILLAGE COUNCIL REGULAR MEETING AGENDA  
MEETING TO BE HELD VIA ZOOM TELECONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
TUESDAY, JULY 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 JUNE 9, 2020 VILLAGE COUNCIL REGULAR MEETING and the JULY 2, 2020 EMERGENCY COUNCIL MEETING**
- 5. CITIZEN'S FORUM** –for non-agenda items only. Limit to 5 minutes per person (please email [awooldridge@vtsv.org](mailto:awooldridge@vtsv.org) to sign up)
- 6. COMMITTEE REPORTS**
  - A. Planning & Zoning Commission
  - B. Public Safety Committee
  - C. Firewise Community Board
  - D. Parks & Recreation Committee
  - E. Lodger's Tax Advisory Board
- 7. REGIONAL REPORTS**
- 8. MAYOR'S REPORT**
  - A. Consideration to Approve the Appointment of Capital Infrastructure Advisory Committee Members
- 9. STAFF REPORTS**
  - A. Administrator Avila
  - B. Finance Director Grabowski
  - C. Police Chief Trujillo
  - D. Fire Chief Molina
  - E. Building Official Bowden
  - F. Planning Director Nicholson
  - G. Public Works Director Martinez
  - H. Clerk Wooldridge
  - I. Attorney Baker
- 10. OLD BUSINESS**
- 11. NEW BUSINESS**
  - A. Consideration to Approve **Resolution No. 2021-437** Requesting a Permanent Budget Adjustment to the Consideration to Approve Resolution No. 2021-438 Requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Increase the Transfer Out of the General Reserve fund (43) and Correspondingly Increase the Transfer into the Water Depreciation fund (41) and the FY2020 Budget (BAR) to Increase the Electric Expense in the Sewer Fund (02)
  - B. Consideration to Approve **Resolution No. 2021-438** Requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Increase the Transfer Out of the General Reserve fund (43) and Correspondingly Increase the Transfer into the Water Depreciation fund (41)
  - C. Consideration to Approve **Resolution No. 2021-441** Requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Create a Transfer from the General Fund Reserve (43) to the Sewer Depreciation Reserve (42) to Cover Expenses at the Wastewater Treatment Plant
  - D. Consideration to Approve **Resolution No. 2020-443** requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Create a Transfer of the Ending Fund Balance in the Solid Waste Fund (07) into the new Solid Waste Enterprise Fund (77) as the Ending balance in FY2020 and the Beginning Balance for the FY2021 Budget
  - E. Consideration to Approve **Resolution No. 2021-440** Requesting a Permanent Budget Adjustment

to the FY2020 budget (BAR) for USDA Financing of the Wastewater Treatment Plant, Establishing Required Reserves and Paying Off the Interim Financing Bonds at TIB Bank

**F.** Consideration to Approve Resolution No. 2021-439 Requesting Approval of Contract #2021-07 between the Village of Taos Ski Valley and Anchor Built, Inc. for Village Excavation Projects in FY2021

**G.** Consideration to Approve Resolution No. 2021-442 Requesting Approval of Contract #2021-10 Between the Village of Taos Ski Valley and Huitt-Zollars, Inc. for Initial Evaluation of the Twining Road Improvement Project

**H.** Consideration to Approve the Annual Contract #2021-01 between the Village of Taos Ski Valley Chamber of Commerce for Fiscal Year 2021

**I.** Consideration to Approve the Renewal of Village Annual Outside Contractor Contracts

**J.** Discussion of Village Revenue Collection Policy and Ordinance 2019-68 FY20 Water/ Sewer/ Trash Rates

**K.** Consideration to Approve Credit Request for Alpine Village Suites May Utility Bill

**L.** Consideration to Approve Pursuing a Purchase and Sale Agreement with Mickey Blake for Property Located East of the Village Office (item to follow Closed Session)

**12. MISCELLANEOUS**

**13. CLOSED SESSION**

**A.** Discussion of Pending Litigation

This matter may be discussed in closed session under Open Meetings Act exemption 0-15-1(H) (7)

**B.** Discussion of the Acquisition of Real Property

This matter may be discussed in closed session under Open Meetings Act exemption 0-15-1(H) (8)

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

**15. 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  
VIA ZOOM TELE CONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
TUESDAY, JUNE 9, 2020 2:00 P.M.**

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

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

**2. ROLL CALL**

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

**Governing body present:**

Mayor Christof Brownell  
Councilor Jeff Kern  
Councilor Neal King  
Councilor Chris Stagg  
Councilor Tom Wittman, Mayor Pro Tem

**Staff present:**

Village Administrator John Avila  
Village Clerk Ann Wooldridge  
Finance Director Nancy Grabowski  
Building Official Jalmar Bowden  
Public Works Director Anthony Martinez  
Police Chief Sam Trujillo  
Planning Director Patrick Nicholson  
Village Attorney Susan Baker

**3. APPROVAL OF THE AGENDA**

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

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

**4. APPROVAL OF THE MINUTES OF THE MAY 5, 2020 VILLAGE COUNCIL SPECIAL MEETING, the MAY 12, 2020 REGULAR COUNCIL MEETING, and the MAY 15, 2020 SPECIAL COUNCIL MEETING**

**MOTION: To approve the three sets of minutes**

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

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

A. TSVI CEO David Norden addressed the Council saying that the philosophy for opening facilities to the public is to be methodical, conservative, and phased. TSVI's plans include opening Taos Sports and bike rentals on June 17, 2020, open The Blake, the Bavarian, and Lift #4 scenic chairlift rides on July 1, 2020, open the mountain biking flow track and Rhoda's outdoor seating on July 15, 2020, and to open the Via Ferrata climbing on July 29, 2020.

B. TSV Chamber of Commerce Director Courtney Tucker said that the Chamber is working with member businesses to reopen and support with CSP practices and supplies. After assisting with getting businesses open, they will move efforts to marketing the area in July and August to driving-distance markets. The Chamber is working with TSVI to support the visitor experience in terms of restrooms, water, and signage. The Chamber is concerned about the Stray Dog potentially closing.

C. Homeowner Mike Fitzpatrick spoke about a plan for undergrounding electric lines, especially in Amizette. He asked for an update on the Village Complex property and for an accounting of Kit Carson franchise fee expenditures. He asked about a potential trail in Amizette.

6. **COMMITTEE REPORTS**

A. **Planning and Zoning Commission** –Commission Chair Wittman reported that the P&Z Commission met on June 1, 2020. Agenda items included a resolution to adopt the Source Water Protection Plan as part of the Village's Comprehensive Plan, and consideration to recommend to Council adoption of draft ordinance 2020-44 Wildland Interface Ordinance. The Source Water Protection Plan was approved 6-1, and the ordinance recommendation failed 0-7.

The next meeting of the P&Z Commission is scheduled for July 13, 2020 via Zoom.

B. **Public Safety Committee** –Committee Chair Pattison reported that the Committee met via Zoom and discussed the draft Wildland Interface Ordinance. The Committee recommended adding some of the language that had been in the previously considered Fire Protection Ordinance. The next meeting will take place on July 6, 2020 at 10:00 a.m. via Zoom.

C. **Firewise Community Board of Directors** – Committee Chair Pattison said that the meeting had been combined with the Public Safety Committee. The next meeting will take place on July 6, 2020 at 11:00 a.m. via Zoom.

D. **Parks & Recreation Committee** – There was no report.  
The next meeting has not been scheduled.

E. **Lodger's Tax Advisory Board** – There was no report.  
The next meeting has not been scheduled.

7. **REGIONAL REPORTS**

Planning Director Nicholson said that there had not been any meetings.

8. **MAYOR'S REPORT**

A. Consideration to Approve the Appointment of a Lodgers Tax Board Member

**MOTION: To approve the appointment of Brent Knox as the new Lodgers Tax Board member**

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

Mayor Brownell reported that progress is being made with Kit Carson Electric and with NM Gas to get information and plans for getting property owners connected.

9. **STAFF REPORTS**

**Administrator Avila reported on ongoing projects:**

- **WWTP** – Site review is planned with USDA for final completion the week of June 18<sup>th</sup>. There is a punch list of items to finish.
- **Kachina Water Tank** – The tank construction portion is substantially complete. Remaining for final completion are the final sealant, back fill, revegetation, and connection of the mechanical equipment, as well as the temporary pumping station.
- **Village Hall Complex** – Improvements for Public Safety Department use of the property have been impeded because of various concerns, including parking. Much of the effort and investment on the property has been for site improvements of retaining walls, driveway, and parking. Utility installation and some building remodeling was also completed. The temporary ambulance garage will now be placed next to the Village Office, instead of at the Village Complex property.
- **Underground electric**- The award for excavation services for facility undergrounding will take place at the July Council meeting, after which the plan to underground electricity along Highway 150 in Amizette will be able to start. Kit Carson has begun surveying and two permits for excavation are being processed with NMDOT. One permit is for road crossings and the other is for running underground lines along the highway. The preliminary route for installation has been planned with KCEC in anticipation of the next steps. An information and interest survey was provided to Amizette owners with samples of utility request forms and some have participated in conversation

with the Village. The owner participation in connecting their properties is important as the rate payers in the Village are paying for service of two lines (overhead and underground) until 100% connection to the underground line allows the de-energization of the overhead line in a neighborhood.

Once the underground service is available near a property, the five steps to connecting underground are: The owner to engage a contract electrician for work on their property, then together contact KCEC with the meter number and request an upgrade to an underground service, KCEC and the electrician will contact the Village for underground permitting and start credit request for public ROW work. Then proceed with underground work and connect to the underground service, make the credit application for the portion of work done in the public ROW. If the property is undeveloped the request is for a new service.

The Village is planning to fund the public portion of the project in coordination with Kit Carson Electric for installation of facilities. The Village intends to contract the required trenching by using Franchise Fee proceeds.

Also anticipated is providing a credit program for the portion of owner costs in the public Right of Way.

#### **Department Briefs**

- Finance Director Grabowski reported that GRT remitted to the Village in May for March filings was \$264,594 compared to \$319,694 for last year. Year-to-date is \$1,615,830 versus \$2,119,224 for last year. The TIDD did not receive a distribution in May. Hold Harmless GRT for the month was \$25,126. Lodger's tax collections in May for April were \$472.24 versus \$12,426 for last year. Fiscal year-to-date total is \$493,671 versus \$519,280 for last year.  
It would be necessary to collect \$60,000 in property tax collections in June to meet the FY20 Budget. The interim budget was submitted to DFA with all required supplemental documents. The TIDD budget was also submitted and has been approved. Fiscal year-end processes are starting and will continue through July. A special Council meeting will be held at the end of July for 4<sup>th</sup> quarter and final budget approval.  
The GRT tax rate in the Village has increased due to changes from Taos County. The new tax rate beginning July 1, 2020 is 9.4375%.
- The May Public Safety report was in the Council packet and is posted on the web site with the Council items.
- Chief Molina said that there had been 8 fire calls, 7 of which were for campfires, and 1 EMS call.
- Building Official Bowden reported on his permit activity which is in his report with the Council packet. An RFP for roof repair to the existing WWTP will be issued soon.
- Planning Director Nicholson submitted his written report which noted that the Twining Road Improvement Project contract approval will be at the July Council meeting. The SWPP was adopted at the June P&Z meeting. Discussion continues for the Resort at TSV project. Work is continuing for the Gunsite Springs Development Project and the Thunderbird Road/EB Road project is underway.
- Public Works Director Martinez submitted his written report noting that there were no issues in water to report but some exceedances in wastewater as the new treatment plant gets sorted out. Dust control applications should begin in June.

#### **10. OLD BUSINESS**

##### **A. Review and Discussion of Resolution No. 2020-428, Declaration of an Emergency for COVID-19 Pandemic Administrator**

Staff recommends continuation of the emergency status and authority provided in Resolution No. 2020-428 for COVID-19 emergency declaration.

**MOTION: To continue the emergency status and authority provided in Resolution No. 2020-428 for COVID-19 emergency declaration.**

**Motion: Councilor Kern**

**Second: Councilor Wittman**

**Passed: 4-0**

##### **B. Discussion and Direction for updating the Village Wildland Interface Ordinance**

Building Inspector Bowden explained the advantages of updating the Village's Wildland Interface Code, which can be administered with the issuance of building permits but can also be used to address existing premises and structures. Advantages of this Ordinance include: reduction of wildfire risk to homes and businesses, progressive reduction of neglected properties as owners are encouraged to participate, improved community appearance as properties are mitigated, increased knowledge of local fire-resistant vegetation that can be encouraged, healthier forest canopy for the Village and surrounding properties, and encouraging local economic activity and responsible use of firewood resources. It was decided that Inspector Bowden would continue participation with the Firewise Committee and interested Village residents to examine, amend and modify Ordinance prior to returning to Council.

#### **11. NEW BUSINESS**

**A. Consideration to Approve a Donation Agreement for Pattison Lands**

Roger Pattison, as a representative of the Pattison Trust, has presented a Donation Agreement related to donation of several parcels to the Village. Attorney Baker said that once the agreement is approved, the Village will acquire title work and conduct any necessary due diligence related to acceptance of the property. As part of this due diligence, the Village may wish to understand the extent to which the property was used for historic mining or mine exploration, or whether soils studies have previously been done on the property to identify any potential mine waste. Staff should also discuss any drainage issues before acceptance of the donation. Discussion followed on some concerns about liability to the Village.

**MOTION: To Approve the agreement subject to Mayor and Attorney review. When appropriate, the land donation will be approved by Resolution or Ordinance at a future Council meeting.**

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

**B. Consideration to Approve Resolution No. 2020-435 Requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Increase the Transfer Out from the Lodger's Tax Fund (15) and Increase the Transfer in to the General Fund (03) for Administrative Fees based on Revenue Collections for FY2020**

The FY20 budget included a \$40,000 corresponding transfer to the Village General Fund for the 10% administrative fees based on the budgeted revenue. The 10% administrative fee is allowed by the State of New Mexico Lodger's tax statute: 2.105.2.11. "administrative costs shall not exceed ten percent of the total revenue prior to allocation between promotional and non-promotional fund."

As of May 31, 2020, the Lodger's Tax revenues for FY2020 have exceeded the budgeted revenues for a total of \$493,671. Staff is requesting an additional budgeted transfer amount of up to \$10,000 depending on final lodger's tax revenue for the fiscal year.

**MOTION: To Approve Resolution No. 2020-435 Requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Increase the Transfer Out from the Lodger's Tax Fund (15) and Increase the Transfer in to the General Fund (03) for Administrative Fees based on Revenue Collections for FY2020**

**Motion: Councilor King                      Second: Councilor Wittman                      Failed: 0-4**

**C. Consideration to Approve Resolution No. 2020-436 Requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Create a Transfer Out from the General Fund (03) to the Village Apartments Enterprise Fund (70) to Cover Deficits from Startup and Maintenance Expenses**

A basic budget was created as a placeholder and submitted with the fiscal 2020 budget, establishing the new Village Apartments Enterprise Fund (70). \$5,300 in rental revenue has been collected through May 31, 2020, but expenses exceeded rental revenues, leaving a negative balance of (\$3,500) in the Village Apartment Enterprise Fund 70. Staff is requesting a transfer BAR for \$6,000 from the General Fund to the Village Apartments Enterprise Fund, since there will be additional expenses incurred and paid prior to the end of the fiscal year. Only the amount needed to have a positive ending fund balance will be transferred. For the FY2021 budget, a transfer was including in anticipation of any deficits for the new fiscal year.

**MOTION: To Approve Resolution No. 2020-436 Requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Create a Transfer Out from the General Fund (03) to the Village Apartments Enterprise Fund (70) to Cover Deficits from Startup and Maintenance Expenses**

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

**12. MISCELLANEOUS**

**A.** Councilor King asked about the Village hiring a project manager to coordinate moving forward with the undergrounding of electric lines and connections in the Village. Discussion took place about the expense of such a contractor.

**13. CLOSED SESSION**

**A. Discussion of Limited Personnel Matters**

This matter may be discussed in closed session under Open Meetings Act exemption 0-15-1(H) (2)

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

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

**MOTION: To return to Open Session**

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

No decisions or motions were made during closed session.

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

The next Regular Village Council Meeting will be on Tuesday, July 14, 2020 at 2:00 p.m. via Zoom. (A Council Emergency Meeting took place on Thursday, July 2, 2020 at 2:00 p.m. via Zoom.

**15. ADJOURNMENT**

**MOTION: To Adjourn**

**Motion: Councilor Wittman**

**Second: Councilor Kern**

**Passed: 4-0**

The meeting adjourned at 5:00 p.m.

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

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



Village of Taos Ski Valley  
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**VILLAGE COUNCIL EMERGENCY MEETING  
MINUTES  
VIA ZOOM TELECONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
THURSDAY, JULY 2, 2020 2:00 P.M**

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

The emergency 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 emergency meeting was properly posted.

**2. ROLL CALL**

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

**Governing Body Present**

Mayor Christof Brownell  
Councilor Neal King  
Councilor Jeff Kern  
Councilor Chris Stagg  
Councilor Tom Wittman, Mayor Pro Tem

**Village Staff Present**

Administrator John Avila  
Clerk Ann Wooldridge  
Attorney Susan Baker

**3. APPROVAL OF THE AGENDA**

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

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

**4. NEW BUSINESS**

**A.** Discussion, Consideration, and Possible Approval of **Amended Resolution 2020-428,**  
Declaration of Emergency for the Village of Taos Ski Valley

**MOTION:** To approve **Amended Resolution 2020-428,** Declaration of Emergency for the  
Village of Taos Ski Valley

**Motion:** Councilor King      **Second:** Councilor Wittman

The Village's **Resolution 2020-428,** Declaration of Emergency for the Village of Taos Ski Valley has been amended to include requirements for additional public health measures including wearing face coverings when in public and maintaining a distance of 6 feet from other persons. Village Police will uphold the Emergency Resolution but will predominantly work to distribute masks when needed and inform visitors of this requirement in the Village of Taos Ski Valley.

**AMENDED MOTION:** To approve **Amended Resolution 2020-428,** Declaration of  
Emergency for the Village of Taos Ski Valley with the removal of item D. which stated that violations of this order would be considered a petty misdemeanor, and with the addition of language stating that exclusions are allowed while eating, drinking, or exercising.

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

Adoption of this Resolution will uphold the Governor's recent updated orders.



5. **CLOSED SESSION**

**A. Discussion of Limited Personnel Matters**

This matter may be discussed in closed session under Open Meetings Act exemption 0-15-1(H)  
(2)

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

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

**MOTION: To return to Open Session**

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

No decisions or motions were made during closed session.

6. **ANNOUNCEMENT OF THE DATE, TIME AND PLACE OF THE NEXT MEETING OF  
THE VILLAGE COUNCIL**

The next regular meeting of the Village Council is scheduled for Tuesday, July 14, 2020 at 2:00  
p.m. via Zoom.

7. **ADJOURNMENT**

**MOTION: To Adjourn**

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

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Mayor Christof Brownell

ATTEST: \_\_\_\_\_

Ann M. Wooldridge, Village Clerk

**VTSV July meetings report: Public Safety Committee and Firewise Board of Directors**

Met July 6<sup>th</sup>, 2020

Good progress was reported on utilities undergrounding. More from John Avila.

Discussed meeting frequency and protocol. Agreed to continue meeting once a month.

We learned that we did not receive the NFL Grant which was applied for recently to accommodate village thinning practices.

Discussion of new WUI Code adoption through an ordinance. We still support this with our recommendations.

Tentative schedule for Evacuation Plan "Fire Drill" moved to September/October. We still do not have any solid arrangement with TSVI on meeting at the Rio Hondo Learning Center or access to the building in an emergency.

Progress is coming along on installation of the first dry hydrant in Amizette, on the Gavilan Stream/NM150 culvert. Chief Molina determined we could cover a 1000-foot radius from that hydrant location with the combination of two engines and a transporter truck. This is a collaborative effort between Public Works, Fire Department, and Amizette residents.

Next ZOOM meeting on August 3<sup>rd</sup>, 2020 @ 10am.

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to Approve the Appointment of Members to the Capital Infrastructure Advisory Committee

**DATE:** July 14, 2020

**PRESENTED BY:** Mayor Christof Brownell

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:**

The Capital Infrastructure Advisory Committee (CIAC) serves in an advisory capacity and shall: (1) advise and assist the municipality or county in adopting land use assumptions; (2) review the capital improvements plan and file written comments; (3) monitor and evaluate implementation of the capital improvements plan; (4) file annual reports with respect to the progress of the capital improvements plan and report to the municipality or county any perceived inequities in implementing the plan or imposing the impact fee; and (5) advise the municipality or county of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

All members of the VTSV Capital Improvements Advisory Committee shall reside within Taos County and be above the age of eighteen (18) years. Two of the five CIAC members must be representative of real estate, development or building industries. No current employees or officials of a governmental entity may be members. Preference shall be given to Village residents.

Notice of committee member openings was advertised, and the deadline was June 30, 2020 to submit letters of interest. This is a new committee in the Village.

**RECOMMENDATION:** Recommendation for the Mayor to appoint members to the CIAC, with Council approval.

John Avila  
Village Administrator  
Village of Taos Ski Valley Council  
Monthly Briefing  
July 14, 2020



**\* Ongoing & Past Projects \***

**WWTP –**

Project management for the Waste Water Treatment Plant includes scheduling weekly progress meetings these have diminished as the project draws to a close. Work continues to optimize efficiency of the Ovivo System along with ongoing training. In order to increase capacity needed within the limited area and funding the mechanical system was selected by Village for the Waste Water System upgrade. As indicated in the RFP response an increased power use was anticipated but the actual amount of usage was not known. However, KCEC service is sized for the high demand periods of the season. See notes:

**“One of the largest contributors to power consumption is the MBR tanks air scour usage, and we believe Ovivo has had that usage at a high rate to provide for keeping the membrane surfaces clean. We are continuing to work with Ovivo on optimizing the conditions necessary to maintain the membrane functionality.**

For the next 5 -15 years, when we will be running 1 train primarily, it is likely that there will be certain months with electric bills somewhat less than \$7,000. During March, there was some amount of equipment being run in both trains as the Ovivo equipment performance testing/demonstration proceeded, which would tend to increase the HP utilization. Additionally, there may have been some non-optimization of blower as the blower control using dissolved oxygen (DO) control was put on-line, which would also tend to increase HP utilization.

Calculating an approximate equipment HP that corresponds to a \$7,000 monthly total, assuming a \$0.09/kwh results in the following:

Converting \$7,000 to kWh usage at an assumed \$0.09/kwh results in a calculated 77,778 kWh used (this assumes the \$7,000 is comprised only of energy charges, ignoring tax, equipment base charges, etc.). If the \$7,000 is adjusted to remove certain base charges, tax, etc., the calculated kWh used would be decreased somewhat; however, the \$0.09/kwh is probably fairly close to the effective cost per kwh.”

Ensuring that sewer waste entering the system is protected against grease deposits also will help the efficiency of the MBR system

Creating an RFP for Photo Voltaic Power Purchase Agreement may be an option for offsetting some of the power usage costs in the future.

*Anthony Martinez, Director of Public Works (field report)*

## **Kachina Water Tank –**

Rock excavation and reseeded to be done by TSVI Proper fill on top of tank needs to keep similar weight per square foot if material is changed to topsoil

Fiber and power conduit extension includes fiber wire and Kit Carson Fiber awaiting electric connection of equipment.

Trenching for conduit is underway by VTSV, to be followed by KCEC installation of electric cable and transformer.

Finish Backfill around tank. Pouring last roof opening on tank complete...

Electricians making progress in pump station switch over to new pumps will need coordination with customers in the area

Change concrete outfall construction to a more natural aesthetic piped release to natural rock outfall and release into the forest

Booster pump station upgrades #4 \$54,382

Geotech allowance overrun # 5 \$7,583

Add Geotech fund revised \$4,500

Additional project overhead to 38days Vs 40 #8 \$38,173

Base course roadway Credit #9 + \$26,053

Credit for CMP installs #10 + \$11,725

Credit for hauling excess #7 + \$9,000

Credit import of fill revised quantity to include trenching the transfer to vault item #3 ~~\$3,120~~

Schedule: June 15 – August 15

Coordination of the work site transfer back to TSVI has been helped by ability to meet on site and get agreement on final treatments between RMCI/VTSV/TSVI

*Anthony Martinez, Director of Public Works (field report)*

## **Village Hall Complex –**

Internal and external impediments to improvements for Public Safety Office continued, so that opportunities to move forward have had to wait until this fiscal year. The \$90K repair estimate can be reduced if the Village is allowed to undertake some of the remaining demolition. Then work to make the office usable can be scheduled for August. Volunteers with “CAN-DO” attitude have already made it known that they are willing to assist, if allowed. The Public Safety Office is a workable start to further developing Village office at the site and if the Fire/EMS Administration office is located on site, there is opportunity for additional Fire Grant Funding, funding that can be used for equipment and building.

In FY2021 budget process we treat the apartment portion of the project as an enterprise fund (70) since we require revenue and expense accounting. Landseer Management had rental agreement of 5 units under contract. Since the COVID emergency they have lost all but 2 renters, commercial and residential. The Village reserved 2 of 10 units, have remained in service for EMS after repairs and cleaning by LM and Village preparation and supply. However, LM could not fill the vacancies of the remaining units and cover the operating cost of the Village. They will no longer represent the Village as property management and the Village is not taking additional rental leases in the near future.

The Village Workforce Housing Lease Model seems to be unworkable in the current market and other models of providing Workforce housing need to be considered. Options to RFP for a company that can make capital investment in exchange for control and use of the apartment building for a multiyear period

are being considered. Concurrently a requirement as to how the Village can place the units on the market as Condominiums also requires investigation.

Sale of the entire property to eliminate Village facilities at the site would bring multiple financial/functionality losses to the Village, countermand long developed Council decisions and may violate the intent of anti-donation provisions to avoid unjust enrichment at public expense. In any case payment of the outstanding loan for the property is a prerequisite.

**TIDD** – Progress of the TIDD project - Thunderbird/Ernie Blake Roads is underway with regular meetings with TSVI and contractors anticipated. Staff has reached out to assist with the permitting process including; excavation, ROW and utility requirements. Meetings with TSVI, Kit Carson and NM Gas have provided project updates. NM Gas Public information meeting held 6/5 at 3pm. Recent review by NMED resulted in a clean bill of health and commendation of the efforts and precautions of current construction projects on Thunderbird Road. A visit and approval by the Army Corps of Engineers and USFS to review a few adjustments to plan for the Rio Hondo Culvert under Thunderbird were also successful.

We understand that the financial information for pending TIDD project dedication is to be available for review soon. Along with the project review required of the Village by the MDA, audit requirements also need to be met so that the full value of a project can be accounted for by the Village. After review of all the TIDD dedication documents, the Village Staff will be able to make a recommendation for dedication of the projects. With the economic impact of the COVID pandemic, Base Line GRT revenues are unlikely to be met in the immediate future.

*Patrick Nicholson; Director of Planning and Community Development (field report)*

## **Facility Undergrounding**

The RFP 2020 – 06 for a trenching pricing agreement is scheduled for award at the Village Council meeting later in the agenda. With the contractor onboard KCEC can finish the permit application with NMDOT in July and the ongoing plan to underground electricity along NM 150 in the Amizette area will be able to start. Discussions between the Village, KCEC, NMDOT and the contractors are focused on starting the Amizette project this summer. We have confirmation of Kit Carson surveying of the project area and initial lines spotting.

The preliminary route for installation has been planned with KCEC in anticipation of the next steps. An information and interest survey was provided to Amizette owners with samples of utility request forms and some have participated in conversation with the Village. The owner participation in connecting their properties is important as the rate payers in the Village will pay for the additional service lines. **We pay for service of two lines (overhead and underground) until 100% connection to the underground line allows the de-energization of the overhead line in a neighborhood.**

Response to the letters of notification have been generally positive with many of the remaining property owners eligible for undergrounding on Twining and Zaps roads, having started the process to underground. The Village has a Notice to Proceed for Precision Electric to complete the infrastructure in the Public ROW as soon as their contract is extended. **(Agenda Item)**. They can independently be contracted by the private owners to finish the connection to their homes. Procurement restrictions do not allow the government to be an agent of the contractor for the private use. Alternatively, once the underground service is available near a property, the five steps to connecting underground are; **The Owner** to engage a contract electrician for work on their property,

**Then together** contact KCEC with the meter number and request an upgrade to an underground service, KCEC and the electrician will contact the Village for underground permitting and start credit request for public ROW work,

**Proceed** with underground work and connect to the underground service,

**Make** the credit application for the portion of work done in the public ROW. If the property is undeveloped the request is for a new service.

KCEC is concerned for safety, service and cost reasons, that not all the properties within the service area of an underground supply line are connected. There are over a dozen properties that still could be connected to underground service within the Village. We have reached out to those owners to inform them of opportunity to connect, while KCEC is working on underground projects in the Village. The Village is planning to fund the public portion of the project in coordination with Kit Carson Electric Corporation installation of facilities. The Village intends to contract the required trenching by using Franchise Fee proceeds. Also anticipated is providing a credit program for the portion of owner costs in the public Right of Way.

A KCEC informational meeting is still anticipated so that the public can be further informed as to the projects at hand and the potential for futures underground electric projects. The finalization of contracts and plan to proceed is needed first before scheduling the meeting.

#### **COVID -19 - Pandemic Emergency:**

Village Facilities besides having a decontamination schedule, will also need upgrades for protecting public health including; full protective gear and equipment for any public employee that may be in the presence of the public, appointment hour for any visits to Village facilities, changing and cleaning clothing and outer surfaces of shoes with a disinfectant to reduce potential viral particles, touchless temperature readings, continued protection by vaccination to not increase vulnerability to other diseases. Meetings in the Office must be COVID safe and scheduled in advance. The Village has liberally used Work At Home accommodations for all but the most essential worker status.

On Thursday, July 2 the Village Council amended Resolution 2020 – 428 to require wearing of COVID protective masks within the Village. The Resolution is scheduled to be reviewed again in August. Governor Michelle Lujan Grisham shortly after announced the updated NM health order requiring masks be worn throughout NM along with 14 day health quarantine for those entering the state...

The Village Public Safety Departments joined by the Chamber of Commerce and the business community were on duty on Independence Day weekend to educate and assist Visitors to the Village with COVID safe practices and supply masks and information, if needed.

#### **Items**

- VTSV/TSVI meeting have started, initially planned on a weekly basis for discussion to address issues of mutual importance and possible coordinated action. COVID precautions and coordinating for the Holiday weekend were successful.
- Strategies for reopening as the safest place to visit: How does the Village Community conduct business to have the safest season possible? Input from the business community and residents are helpful in considering what is possible. Questions about Police being able to cite for not wearing a mask have been answered. Yes they can cite but we first inform the persons, perhaps offer a

mask for use and verify compliance. If it is clear the person will not comply than they are cited. If a business has trouble getting compliance and the person refuses to leave, the business has grounds for charging trespass and calling the police.

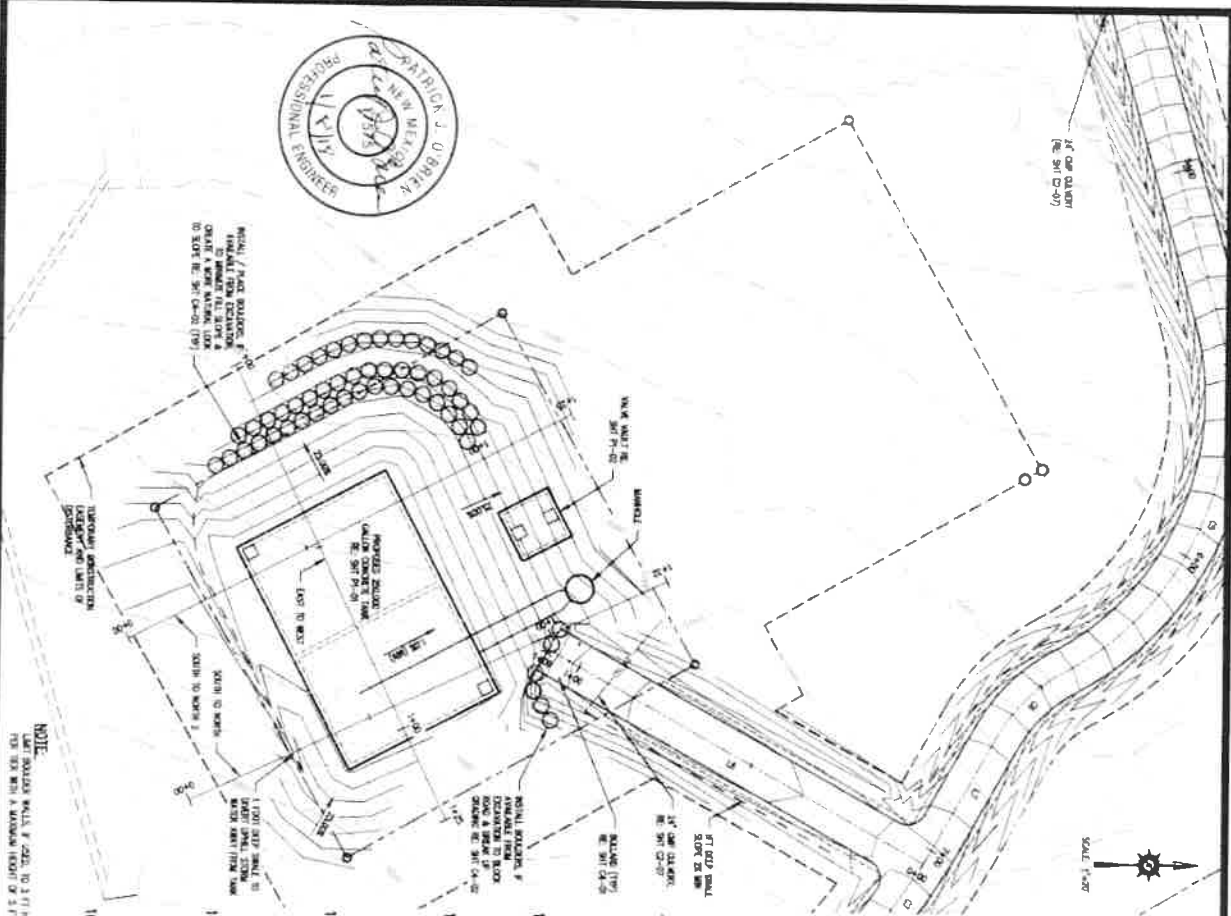
- Can a business be cited for not following the State Mandated practices? Yes they can be cited by any Officer of the Village. An example of how that citation would look was shared last month. It was developed with the help of NMML. The Chamber and its partners have been instrumental in getting out the information to businesses and the general public.
- We had hoped to have before Council updated procurement policies that have been reviewed for effectiveness and procedures. The last update to procurement policy was 7/1/96 and although the policy has been continuously in place the update and formalization will help build the discipline needed to improve.
- Planning and Zoning Work Study included a presentation of Village Facilities. It includes; the Mission Statement (Goal) for the Village - the Why, Village facility projects planned – the What and funding of projects currently and potentially – the How. With the creation of the Capital Investment Advisory Committee the development of Land Use Assumptions and Ordinance will go forward. The CIAC does not direct the Council on how to develop Village Facilities but they “Advise and assist the Village in adopting land use assumptions, which includes a description of the service area and projection of changes, and land uses, densities, intensities, and population in the service area over at least a five-year period.”. Staff may be assigned to the Committee in auxiliary role to provide information and support



**Table 3 - Power Consumption**  
**Village of Taos Ski Valley - WWTF Improvements**

Basis of Calculations: Electricity \$0.13/kWh

		Daily Flow Rate (MGD)				
<b>Description: PAX Mixer</b>	MGD	0.09	0.15	0.2	0.31	0.44
Duty	Qty	1	1	2	2	2
Motor Nameplate	HP	2.7	2.7	2.7	2.7	2.7
Control	(e.g. VFD)	VFD				
Capacity (e.g. gpm, scfm, gallons)		22,722	22,722	45,444	45,444	45,444
kWhrs per Day	kWh/day	43.2	43.2	86.4	20.94	86.4
Daily Cost	\$/day	5.6	5.6	11.2	2.7	11.2
<b>Description: PA Mixer</b>	MGD	0.09	0.15	0.2	0.31	0.44
Duty	Qty	1	1	2	2	2
Motor Nameplate	HP	2.7	2.7	2.7	2.7	2.7
Control	(e.g. VFD)	VFD				
Capacity		58,572	58,572	117,144	117,144	117,144
kWhrs per Day	kWh/day	43.2	43.2	86.4	86.4	86.4
Daily Cost	\$/day	5.6	5.6	11.2	11.2	11.2
<b>Description: Post AX Mixer</b>	MGD	0.09	0.15	0.2	0.31	0.44
Duty	Qty	1	1	2	2	2
Motor Nameplate	HP	2.7	2.7	2.7	2.7	2.7
Control	(e.g. VFD)	VFD				
Capacity		56,945	56,945	113,890	113,890	113,890
kWhrs per Day	kWh/day	43.2	43.2	86.4	86.4	86.4
Daily Cost	\$/day	5.6	5.6	11.2	11.2	11.2
<b>Description: FF Pump</b>	MGD	0.09	0.15	0.2	0.31	0.44
Duty	Qty	1	1	2	2	2
Motor Nameplate	HP	10	10	10	10	10
Control	(e.g. VFD)	VFD				
Capacity		312	729	347	753	1069
kWh per Day	kWh/day	80	187	178	494	547
Daily Cost	\$/day	10	24	23	64	71
<b>Description: Permeate Pump</b>	MGD	0.09	0.15	0.2	0.31	0.44
Duty	Qty	1	1	2	2	2
Motor Nameplate	HP	7.5	7.5	7.5	7.5	7.5
Control	(e.g. VFD)	VFD				
Capacity		69	115	77	120	170
kWh per Day	kWh/day	21	34	44	50	64
Daily Cost	\$/day	3	4	6	7	8
<b>Description: PA Blower</b>	MGD	0.09	0.15	0.2	0.31	0.44
Duty	Qty	1	1	2	2	2
Motor Nameplate	HP	25	25	25	25	25
Control	(e.g. VFD)	VFD				
Capacity		81	125	192	270	290
kWh per Day	kWh/day	140	181	304	379	401
Daily Cost	\$/day	18.15	23.50	39.55	49.32	52.12
<b>Description: MBR Blower</b>	MGD	0.09	0.15	0.2	0.31	0.44
Duty	Qty	1	1	2	2	2
Motor Nameplate	HP	25	25	25	25	25
Control	(e.g. VFD)	VFD				
Capacity		228	228	456	456	456
kWh per Day	kWh/day	233	233	465	465	465
Daily Cost	\$/day	30.25	30.25	60.49	60.49	60.49
<b>TOTAL LOAD (HP)</b>		<b>75.60</b>	<b>75.60</b>	<b>151.20</b>	<b>151.20</b>	<b>151.20</b>



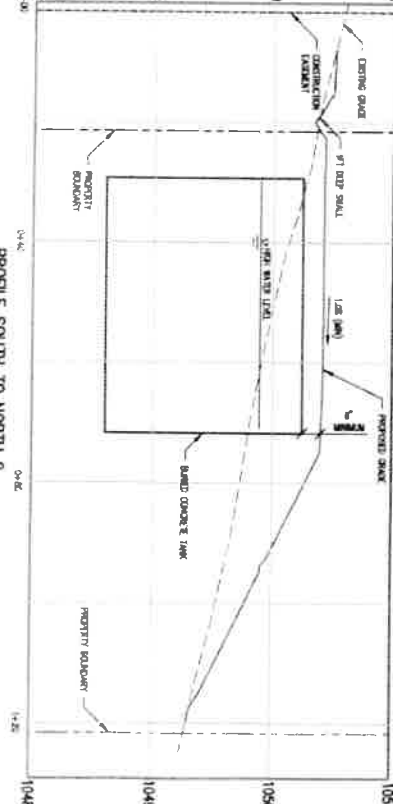
**NOTE:**  
CONSTRUCTION SHALL BE ACCORD TO THE 2012 EDITION OF THE KACHINA TANK/C-13-04W PROJECT SPECIFICATIONS.

**NOTE TO CONSTRUCTION:**  
THE 2012 EDITION OF THE KACHINA TANK/C-13-04W PROJECT SPECIFICATIONS SHALL BE USED FOR CONSTRUCTION.

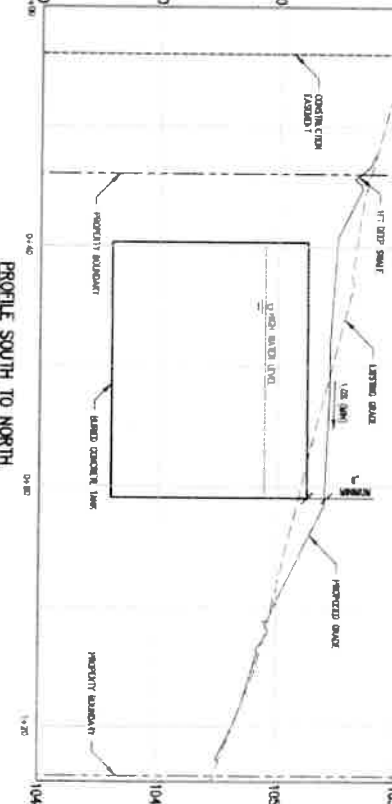
**PROFILE SOUTH TO NORTH 2**  
DATE: 1/1/18  
BY: KPR



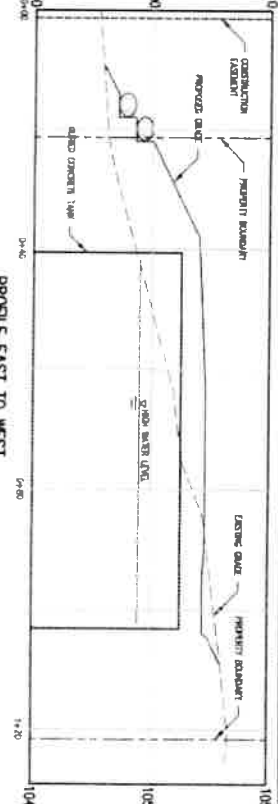
**C1-03**



**PROFILE SOUTH TO NORTH**  
DATE: 1/1/18  
BY: KPR



**PROFILE EAST TO WEST**  
DATE: 1/1/18  
BY: KPR



VILLAGE OF TAOS SMO VALLEY  
KACHINA WATER STORAGE TANK PROJECT

TANK SITE GRADING PLAN

REV. No.	DATE	DESCRIPTION
1	1/2018	REVISED





**Council Notes for July 14, 2020 Meeting:**

**Revenues:**

**GRT :**

This month last year: \$86,838

This month this Year: \$36,980

Last Year YTD: \$2,206,062

This Year YTD: \$1,652,811

**Payback to TRD was \$476K, difference in GRT FY2020 is (\$553K) for a decrease of \$86K**

**The TIDD received \$81,821 GRT in June for April collections**

**Lodgers Tax:**

This month last year: Last year \$5,097

This Month this year: (\$453)

YTD Last year: \$ 524,378

YTD This year YTD: \$493,217

The Village refunded lodger's tax that was prepaid and with pandemic stays were cancelled.

**REVENUES:**

- We received \$11,612 hold harmless GRT revenue in June.
- Combined Water and sewer combined revenues ended up 9% from last year. Total increase in collections of \$13K
- Lodger's tax collections ended down 5.9% over last FY
- Solid waste collections up 6%
- Property tax collections exceeded the projected budget by \$3,920. Total collections were \$483K for FY2020.
- Building & planning fees, water & sewer connections, Impact fees...All Down for FY2020
- General grants down since we did not receive any co-op funding in FY2020
- Note the USDA Loan proceeds of \$7.3M disbursed in June.

**EXPENSES:**

- Salaries are down. Less use of part time project manager
- Outside contractors, engineering & capital expenses reflects the work done at the Village complex, the Kachina water tank and WWTP.
- Legal services are up 100%. This amount includes the \$37K in legal fees associated with the closing of the USDA for the WWTP.
- Electric is up because of the costs to run the new plant
- Natural gas expense is up...but comparing to the propane expense from last fiscal year the Village is saving money overall.
- Travel and training costs are down. Employee travel was cancelled due to the pandemic. Some training has continued via on-line platforms.
- Equipment purchases are down. Last year the Village purchased the Mulit-hog...this fiscal year the Village purchased a box-plow blade.
- All debt service was paid promptly in FY2020
- The sewer fund only made \$70K of the \$120K budgeted transfers for FY2020. This leaves a projected ending fund balance for FY2021 @ \$14,750.

**NOTE: I am still reviewing final numbers so there may still be some changes. Additionally, all interest is not accounted for at this time. Waiting on several bank statements.**



# 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
FY2019	\$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
FY2020	\$73,181.77		\$83,775.61		\$88,409.53	\$146,106.99	\$125,934.38	\$319,335.98	\$239,931.17	\$274,561.13	\$284,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,652,811.41

Lodger's Tax

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

LODGERS' TAX

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2009	\$2,308.21	\$17,029.81	\$4,613.37	\$1,998.89	\$2,683.42	\$2,329.41	\$69,821.07	\$48,658.30	\$64,074.56	\$63,514.05	\$2,163.00	\$1,019.51
YTD	\$2,308.21	\$19,338.02	\$23,951.39	\$25,950.28	\$28,633.70	\$30,963.11	\$100,784.18	\$149,442.48	\$213,517.04	\$277,031.09	\$279,194.09	\$280,213.60
FY 2010	\$6,555.17	\$6,692.88	\$6,626.34	\$2,464.04	\$3,071.98	\$3,065.62	\$58,358.23	\$53,226.27	\$63,632.42	\$73,788.32	\$5,154.71	\$2,591.00
YTD	\$6,555.17	\$13,248.05	\$19,874.39	\$22,338.43	\$25,410.41	\$28,476.03	\$86,834.26	\$140,060.53	\$203,692.95	\$277,481.27	\$282,635.98	\$285,226.98
FY 2011	\$3,799.08	\$5,779.40	\$4,203.94	\$4,540.58	\$826.80	\$4,048.19	\$48,139.08	\$38,771.02	\$56,737.62	\$53,736.46	\$1,376.99	\$1,907.76
YTD	\$3,799.08	\$9,578.48	\$13,782.42	\$18,323.00	\$19,149.80	\$23,197.99	\$71,337.07	\$110,108.09	\$166,845.71	\$220,582.17	\$221,959.16	\$223,866.92
FY 2012	\$5,123.77	\$5,559.34	\$7,292.78	\$3,573.23	\$2,125.17	\$25,832.86	\$57,242.46	\$54,829.42	\$66,115.91	\$72,972.48	\$6,978.68	\$4,665.17
YTD	\$5,123.77	\$10,683.11	\$17,975.89	\$21,549.12	\$23,674.29	\$49,507.15	\$106,749.61	\$161,579.03	\$227,694.94	\$300,667.42	\$307,646.10	\$312,311.27
FY 2013	\$3,611.20	\$6,647.21	\$6,362.49	\$6,914.30	\$3,587.06	\$4,412.71	\$41,548.72	\$58,051.35	\$69,819.08	\$65,779.34	\$2,387.53	\$1,223.37
YTD	\$3,611.20	\$10,258.41	\$16,620.90	\$23,535.20	\$27,122.26	\$31,534.97	\$73,083.69	\$131,135.04	\$200,954.12	\$266,733.46	\$269,120.99	\$270,344.36
FY 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,668.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88	\$8,960.06	\$6,207.19	\$6,521.15	\$71,990.70	\$56,655.53	\$68,454.45	\$74,080.27	\$1,667.88	\$3,332.25
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,338.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY2019	\$8,692.23	\$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	\$100,415.47	\$111,589.79	\$111,413.82	\$68,226.73	\$472.24	-\$453.54
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09	\$201,968.56	\$313,558.35	\$424,972.17	\$493,198.90	\$493,671.14	\$493,217.60

FY2020 TIDD GRT Distribution

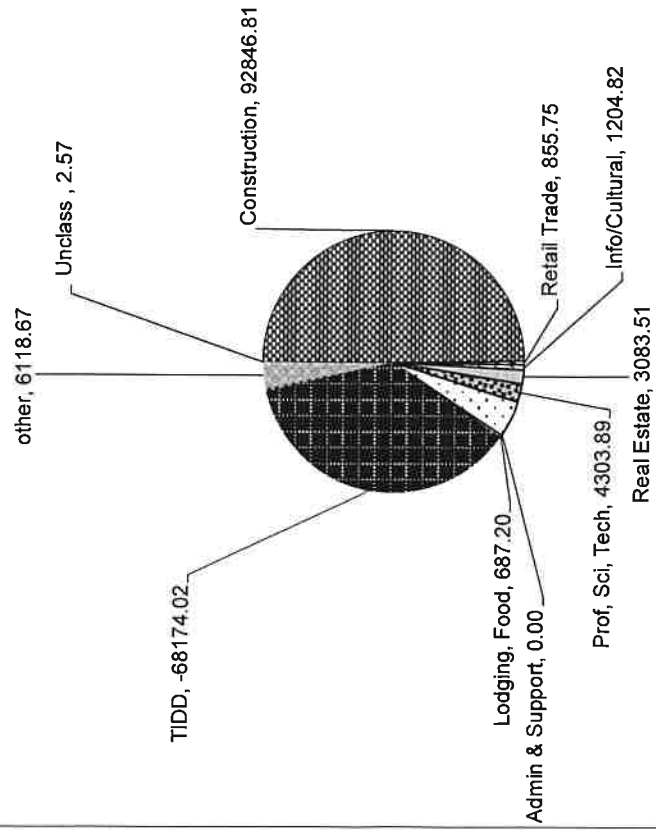
Date	VTSV Increment	State Increment	Admin Fees	Pay Backs	Total TIDD	NMFA Offset	Hold Harmless GRT	VTSV Cash Received/with HH GRT (NOT offset)
1/24/2019	85,423.85	67,532.82	452.03		153,408.70	5,763.47	37,977.11	258,317.57
2/21/2019	65,952.73	52,160.25	(1,018.75)		117,094.23	5,763.47	38,688.65	317,542.46
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
<b>TOTAL FY19</b>	<b>473,500.25</b>	<b>373,646.41</b>	<b>(5,535.72)</b>		<b>841,610.94</b>	<b>69,161.64</b>	<b>270,511.47</b>	<b>2,148,427.76</b>
7/15/2019								
8/15/2019	272,687.44	215,661.55	(4,212.13)	(36,366.03)	447,770.83	5,763.47	5,858.88	73,181.77
9/15/2019	30,265.12	23,935.84	(431.54)		53,769.42	5,763.47	8,105.89	
10/15/2019	141,503.60	111,911.70	(2,017.63)		251,397.67		12,253.08	83,775.61
11/15/2019	108,856.25	86,091.61	(1,552.12)		193,395.74	5,763.47	22,260.26	
12/15/2019	128,456.56	101,593.02	(1,831.61)		228,217.97	5,763.47	28,259.38	88,409.53
1/15/2020	42,657.99	33,737.63	(608.24)		75,787.38	5,763.47	17,729.60	146,106.99
2/15/2020	173,971.75	137,687.40	(2,479.55)		309,179.60	5,763.47	50,171.94	125,934.38
3/15/2020	161,252.97	127,558.09	(2,298.94)		286,512.12	5,763.47	40,865.62	319,335.98
4/15/2020	164,971.45	130,471.77	(2,352.25)		293,090.97	5,763.47	46,099.11	239,931.17
5/16/2020								274,561.00
6/15/2020	68,174.02	53,918.50	(972.05)	(39,298.71)	81,821.76	5,763.47	25,126.64	264,594.35
<b>TOTAL FY20</b>	<b>1,292,797.15</b>	<b>1,022,567.11</b>	<b>(18,756.06)</b>	<b>(75,664.74)</b>	<b>2,220,943.46</b>	<b>57,634.70</b>	<b>280,222.27</b>	<b>1,652,811.28</b>
<b>TOTAL FY16, FY17, FY18 &amp; FY19</b>	<b>3,956,871.84</b>	<b>3,112,776.70</b>	<b>(58,255.82)</b>		<b>6,935,727.98</b>	<b>275,054.85</b>	<b>707,263.28</b>	<b>7,740,967.38</b>

Actual cash

Village Baseline

Month GRT is Generated	Month GRT is Reported to State	Mth GRT is distributed fr State to Entities	Total	State	Village
December	January	February	371,622.37	201,645.53	169,976.84
January	February	March	328,741.64	178,378.07	150,363.57
February	March	April	310,404.18	168,428.01	141,976.17
March	April	May	429,910.95	233,273.42	196,637.53
April	May	June	64,234.89	34,854.41	29,380.48
May	June	July	93,353.53	50,654.43	42,699.09
June	July	August	40,142.02	21,781.41	18,360.61
July	August	September	89,560.14	48,596.11	40,964.03
August	September	October	134,697.23	73,087.89	61,609.34
September	October	November	108,590.92	58,922.38	49,668.54
October	November	December	204,035.98	110,711.70	93,324.28
November	December	January	174,517.70	94,694.82	79,822.88
<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>2,349,811.54</b>	<b>1,275,028.17</b>	<b>1,074,783.36</b>

# Village of Taos Ski Valley Gross Receipts Distribution June 2020



Information	Business Taxes	Info/Cultural	Other/Class
Prof, Sci, Tech	Business Taxes	Business Taxes	Business Taxes
TIDD	Business Taxes	Business Taxes	Business Taxes



**VILLAGE OF TAOS SKI VALLEY**  
**Profit & Loss Prev Year Comparison**  
**July 2019 through June 2020**

	Jul '19 - Jun 20	Jul '18 - Jun 19	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4012 · REVENUE -Water Sales	190,471.49	226,610.73	-36,139.24	-16.0%
4013 · Revenue - Sewer	761,747.52	712,553.95	49,193.57	6.9%
4018 · REVENUE- GRT HB 6	633.30	0.00	633.30	100.0%
4019 · REVENUE-Hold Harmless GRT	287,168.73	279,598.42	7,570.31	2.7%
4020 · REVENUE - GRT MUNICIPAL	695,004.48	916,789.78	-221,785.30	-24.2%
4021 · REVENUE - GRT- STATE	561,076.41	743,107.59	-182,031.18	-24.5%
4022 · REVENUE - GRT - ENVIRONMENT	28,617.82	37,898.30	-9,280.48	-24.5%
4023 · REVENUE - GRT - INFRASTRUCTURE	114,474.39	151,595.37	-37,120.98	-24.5%
4025 · REVENUE -LIQUOR LICENSES	250.00	1,000.00	-750.00	-75.0%
4026 · REVENUE - BUSINESS LICENSE	1,050.00	3,025.00	-1,975.00	-65.3%
4027 · REVENUE - OTHER	122,287.11	83,928.68	38,358.43	45.7%
4028 · REVENUE - GASOLINE TAX	5,443.08	4,998.97	444.11	8.9%
4029 · REVENUE - LODGER'S TAX	493,217.60	524,378.27	-31,160.67	-5.9%
4031 · REVENUE - PARKING FINES	865.00	485.00	380.00	78.4%
4034 · REVENUE - MOTOR VEHICLE FEES	16,041.85	17,551.04	-1,509.19	-8.6%
4035 · REVENUE - BUILDING PERMITS	40,008.79	65,699.95	-25,691.16	-39.1%
4036 · REVENUE -Licenses/Permits Other	260.00	6,349.43	-6,089.43	-95.9%
4037 · REVENUE - GENERAL GRANTS	111,800.00	146,296.33	-34,496.33	-23.6%
4040 · REVENUE - WATER CONNECTION FEES	26,989.37	148,539.73	-121,550.36	-81.8%
4041 · REVENUE - SEWER CONNECTION FEES	21,733.09	132,467.10	-110,734.01	-83.6%
4046 · REVENUE - SOLID WASTE FEE	70,707.24	66,262.51	4,444.73	6.7%
4047 · REVENUE - OTHER OPERATING	5,983.09	4,298.25	1,684.84	39.2%
4049 · REVENUE - FIRE GRANTS	122,171.00	116,402.00	5,769.00	5.0%
4050 · REVENUE - IMPACT FEES	33,182.15	253,863.20	-220,681.05	-86.9%
4053 · REVENUE - GRT MUN CAP OUTLAY1/4	114,474.39	151,595.21	-37,120.82	-24.5%
4056 · REVENUE - LEGISLATIVE APPROPRI.	1,316,022.16	0.00	1,316,022.16	100.0%
4058 · Plan Review Fees	15,972.51	35,594.71	-19,622.20	-55.1%
4060 · WTB FY2016 revenue	461,437.95	991,736.52	-530,298.57	-53.5%
4061 · Bond Proceeds	0.00	5,100,000.00	-5,100,000.00	-100.0%
4062 · USDA Loan Proceeds	7,392,189.12	0.00	7,392,189.12	100.0%
4100 · Miscellaneous Revenues				
4101 · Sale of Fixed Assets	26,591.00	0.00	26,591.00	100.0%
4110 · Misc Revenue- TIDD reimburse	11,061.38	6,234.21	4,827.17	77.4%
<b>Total 4100 · Miscellaneous Revenues</b>	<b>37,652.38</b>	<b>6,234.21</b>	<b>31,418.17</b>	<b>504.0%</b>
4190 · Rental Fees	5,303.22	0.00	5,303.22	100.0%
4191 · Tenant Deposits	2,000.00	0.00	2,000.00	100.0%
4999 · REVENUE Retro TIDD GRT Adjust	0.00	-272,687.44	272,687.44	100.0%
7004 · REVENUE - FINANCE CHARGE ON W/S	2,437.18	1,278.30	1,158.88	90.7%
7005 · REVENUE - INTEREST INCOME	88,502.15	109,640.27	-21,138.12	-19.3%
7006 · REVENUE -INVESTMENT INTEREST	3,501.46	13,820.72	-10,319.26	-74.7%
7007 · REVENUE - INTEREST IMPACT FEES	330.17	276.08	54.09	19.6%
7010 · REVENUE - AD VALOREM TAX	483,176.29	441,453.52	41,722.77	9.5%
7090 · REVENUE - SALE OF ASSETS	0.00	16,100.00	-16,100.00	-100.0%
9000 · BEG. BALANCE	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>13,634,182.49</b>	<b>11,238,741.70</b>	<b>2,395,440.79</b>	<b>21.3%</b>
<b>Gross Profit</b>	<b>13,634,182.49</b>	<b>11,238,741.70</b>	<b>2,395,440.79</b>	<b>21.3%</b>
<b>Expense</b>				
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	1,079,427.90	1,120,912.41	-41,484.51	-3.7%
6113 · SALARIES - ELECTED	34,139.82	34,139.82	0.00	0.0%
6115 · Overtime salaries	14,834.88	8,148.17	6,686.71	82.1%
6121 · WORKER'S COMP INSURANCE	18,724.00	28,661.12	-9,937.12	-34.7%
6122 · HEALTH INSURANCE	205,525.62	189,187.53	16,338.09	8.6%
6125 · FICA EMPLOYER'S SHARE	84,974.90	87,206.88	-2,231.98	-2.6%
6126 · WORKMAN'S COMP PERSONAL ASSESS	369.60	361.20	8.60	2.4%
6127 · SUTA STATE UNEMPLOYMENT	1,787.33	1,960.57	-173.24	-8.8%
6128 · PERA Employer Portion	94,019.10	86,588.97	7,430.13	8.6%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	2,151.88	2,205.25	-53.37	-2.4%
6133 · Life Insurance	993.37	905.10	88.27	9.8%
6134 · Dental Insurance	13,076.71	12,053.99	1,022.72	8.5%
6135 · Vision Insurance	2,230.58	1,947.18	283.40	14.6%
<b>Total 6100 · Salary and Benefits</b>	<b>1,552,255.89</b>	<b>1,574,278.19</b>	<b>-22,022.30</b>	<b>-1.4%</b>
6220 · OUTSIDE CONTRACTORS	7,505,839.21	1,737,641.11	5,768,198.10	332.0%
6225 · ENGINEERING	518,538.21	309,685.02	208,853.19	67.4%
6230 · LEGAL SERVICES	166,930.84	80,419.58	86,511.26	107.6%
6242 · ACCOUNTING	14,653.18	5,668.61	8,984.57	158.5%
6244 · AUDIT	26,143.45	22,114.38	4,029.07	18.2%
6251 · WATER PURCHASE, STORAGE	377.69	359.64	18.05	5.0%
6252 · INTERNET	596.65	0.00	596.65	100.0%
6253 · ELECTRICITY	54,159.03	30,335.46	23,823.57	78.5%
6254 · PROPANE	1,373.46	33,756.84	-32,383.38	-95.9%
6256 · TELEPHONE	18,624.46	16,591.08	2,033.38	12.3%
6257 · RENT PAID	4,631.70	4,280.82	350.88	8.2%
6258 · WATER CONSERVATION FEE	464.46	356.31	108.15	30.4%
6259 · Natural Gas	9,149.19	1,866.31	7,282.88	390.2%
6270 · LIABILITY & LOSS INSURANCE	65,816.56	66,734.75	-918.19	-1.4%
6310 · Advertising	1,271.07	5,535.31	-4,264.24	-77.0%
6312 · CHEMICALS & NON DURABLES	14,718.35	30,572.61	-15,854.26	-51.9%

**VILLAGE OF TAOS SKI VALLEY**  
**Profit & Loss Prev Year Comparison**  
**July 2019 through June 2020**

	Jul '19 - Jun 20	Jul '18 - Jun 19	\$ Change	% Change
6313 · MATERIAL & SUPPLIES	81,015.59	104,259.03	-23,243.44	-22.3%
6314 · Dues/fees/registration/renewals	6,480.68	8,233.76	-1,753.08	-21.3%
6315 · BANK CHARGES	2,146.20	2,994.57	-848.37	-28.3%
6316 · Software	15,639.87	17,320.73	-1,680.86	-9.7%
6317 · Personal Protective Equipment	5,413.90	23,261.24	-17,847.34	-76.7%
6318 · Postage	2,088.40	1,742.05	346.35	19.9%
6319 · Election Expense	3,717.00	0.00	3,717.00	100.0%
6320 · EQUIPMENT REPAIR & PARTS	42,689.07	14,845.18	27,843.89	187.6%
6321 · BUILDING MAINTENANCE	435.88	1,436.81	-1,000.93	-69.7%
6322 · SMALL EQUIP & TOOL PURCHASES	15,491.40	18,432.77	-2,941.37	-16.0%
6323 · SYSTEM REPAIR & PARTS	748.82	39,919.96	-39,171.14	-98.1%
6331 · OUTSIDE TESTING SERVICES	67.65	141.00	-73.35	-52.0%
6332 · EQUIPMENT RENTALS	2,185.00	7,370.35	-5,185.35	-70.4%
6417 · VEHICLE MAINTENANCE	27,134.22	10,478.54	16,655.68	159.0%
6418 · FUEL EXPENSE	33,223.24	31,593.94	1,629.30	5.2%
6432 · TRAVEL & PER DIEM	3,767.32	21,527.57	-17,760.25	-82.5%
6433 · Travel & PD Elected Officials	478.43	4,015.54	-3,537.11	-88.1%
6434 · TRAINING	3,761.47	10,363.25	-6,601.78	-63.7%
6435 · Training Elected Officials	350.00	1,095.00	-745.00	-68.0%
6560 · Payroll Expenses	1.64	0.00	1.64	100.0%
6570 · Other Operations Expenses	30,163.07	39,941.39	-9,778.32	-24.5%
6580 · Rental Management Expense	1,049.33	0.00	1,049.33	100.0%
6712 · LAB CHEMICALS & SUPPLIES	8,050.64	1,795.53	6,255.11	348.4%
6714 · LAB EQUIPMENT REPAIR & PARTS	334.00	0.00	334.00	100.0%
6715 · LAB SMALL EQUIP & TOOL PURCHASE	1,162.94	596.25	566.69	95.0%
6716 · LAB TESTING SERVICES	12,285.25	14,931.68	-2,646.43	-17.7%
6720 · LAB OUTSIDE CONTRACTORS	1,171.00	0.00	1,171.00	100.0%
8322 · CAPITAL EXPENDITURES	3,519,232.42	642,635.47	2,876,596.95	447.6%
8323 · Capital Assets \$1000-\$4999	15,873.11	4,852.83	11,020.28	227.1%
8325 · EQUIPMENT & TOOL PURCHASE	33,291.08	321,314.24	-288,023.16	-89.6%
8415 · DEBT SERV-NMFA WTB#176 Principa	25,536.00	25,472.00	64.00	0.3%
8416 · DEBT SERV-NMFA WTB#176 Interest	711.08	774.76	-63.68	-8.2%
8418 · Debt Service-Principal WTB 0351	8,389.00	8,368.00	21.00	0.3%
8419 · Debt Service -Interest WTB 0351	341.90	362.82	-20.92	-5.8%
8420 · NMFA -Principal TML #TAOS55	29,231.00	28,821.00	410.00	1.4%
8421 · NMFA Interest TML #TAOS55	39,930.56	40,339.82	-409.26	-1.0%
8422 · CWSRF 052 Principal	69,160.12	68,340.04	820.08	1.2%
8423 · CWSRF 052 Interest	3,379.92	4,200.00	-820.08	-19.5%
8424 · Hold Harmless Bond Expense	4,200,000.00	0.00	4,200,000.00	100.0%
8425 · Hold Harmless Bond Interest pay	150,850.00	34,109.17	116,740.83	342.3%
8426 · Net Revenue Bond Debt Service	2,800,000.00	0.00	2,800,000.00	100.0%
8427 · Net Revenue Bond Interest pay	100,566.67	22,740.83	77,825.84	342.2%
8428 · Debt Service GRT FY2020 repay	60,840.31	0.00	60,840.31	100.0%
<b>Total Expense</b>	<b>21,415,215.71</b>	<b>5,600,110.27</b>	<b>15,815,105.44</b>	<b>282.4%</b>
<b>Net Ordinary Income</b>	<b>-7,781,033.22</b>	<b>5,638,631.43</b>	<b>-13,419,664.65</b>	<b>-238.0%</b>
<b>Other Income/Expense</b>				
Other Expense				
9001 · TRANSFER TO FUND	-2,057,597.68	-1,133,291.54	-924,306.14	-81.6%
9002 · TRANSFER FROM FUND	2,057,597.68	1,133,291.54	924,306.14	81.6%
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-7,781,033.22</b>	<b>5,638,631.43</b>	<b>-13,419,664.65</b>	<b>-238.0%</b>

# Monthly Public Safety Report

Jun-20

Law Enforcement	Hutter	Vigil	Trujillo	Cooper	Totals
911 Hang Up	1	1	0	0	2
Abandoned Vehicle	0	0	0	0	0
Alcohol Offense - Adult	0	1	0	0	1
Animal Calls	0	0	0	0	0
Arrests	0	0	0	0	0
Assists to other Agencies	0	5	2	0	7
B & E / Burglary	0	0	1	0	1
Battery or Assault	0	1	0	0	1
Business Alarm	2	0	0	0	2
Citizen Assists/Contacts	47	60	25	0	132
Civil Stand-by/Civil Complaint	0	1	0	0	1
Disorderly	0	0	1	0	1
Domestic Calls	0	1	1	0	2
Embezzlement	0	0	0	0	0
EMS Calls/Assist	1	0	0	0	1
Foot Patrol Hours	6	15	5	0	26
Found/Lost Property	3	0	0	0	3
Fraud Complaint	1				1
Harassment	0	1	1	0	2
Larceny	0	0	0	0	0
Law Unknown	1				1
Missing Adult/Person	0	1	0	0	1
MVC's	0	0	0	0	0
Narcotics Adult	0	0	0	0	0
Parking Citations	19	10	2	0	31
Private Property Crash	0	0	0	0	0
Property Damage	0	0	0	0	0
Reckless Driver	0	0	0	0	0
Residential Alarm	1	2	1	0	4
Shots Fired	0	0	0	0	0
Suspicious Persons/Vehicles	1	1	0	0	2
Theft	0	0	0	0	0
Traffic Enforcement Hours	40	15	7	0	62
Traffic Hazard	0	1	0	0	1
Traffic Stops	3	3	2	0	8
Tresspass Warnings	1	1	0	0	2
Unattended Death	0	0	0	0	0
Vehicle Alarm	0	0	0	0	0
Vehicle Theft	0	0	0	0	0
Verbal Warnings	3	8	0	0	11
Welfare Check	0	2	1	0	3
Written Citations	0	1	1	0	2
Written Warnings	1	0	0	0	1
Fire Alarm	0	0	0	0	0
Fire Calls	6	2	2	0	10

# Report for Taos Ski Valley Fire Rescue

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## Month of June

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### Calls

- Fire Calls
  - 4 Camp fire
  - 1 Smoke Alarm
  - 1 Structure Fire
- EMS/SAR
  - 1 EMS calls for SAR on Williams Lake Trail

Total of 8 calls

## Month of July

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### Calls

- Fire Calls
  - 1 agency assist for structure fire.
  - 2 Smoke Alarm
  - 2 Campfire
- EMS/SAR
  - 1 EMS/SAR on Wheeler Peak Trail

Total of 6 calls between July 1<sup>st</sup> and July 10<sup>th</sup>.

### Community Outreach

- The department continues supply information and PPE for COVID-19 to residents and visitors of the Village of Taos Ski Valley.

### Calls

- Year to date we have had a total of 44 calls.
  - Fire Calls- 33
  - EMS/SAR- 11

## Building Department Council Report 7-13-20

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Inspections performed residential 20

Inspections performed multi-family and commercial 13

Permits issued since last meeting; 9

Permits in process; 4

Permit inquiries; 3

Construction starts 2 pending 7

Enforcement actions 2. One required a formal letter and consultation with Construction Industries Compliance Office and consultation with Village Counsel.

Various activities around VWUIC drafting and adoption;

1. Presentation made to Firewise Board and Planning and Zoning Commission

Contract bidding documents to be issued this coming month for roof repairs to Village Apartments and WWTP existing building roof repair, and engineering for M311 building foundation.

Jalmar Bowden

## PUBLIC WORKS UPDATE

July 10, 2020

- Water:
  - No issues to report
  - Collected the annual TTHM and HAA5 samples for 2020
  - Replaced service line on Porcupine with customer to prevent freezing issues
  - Water Sold
    - Total 423,920 gallons
    - Residential 108,190 gallons
    - Commercial 315,730 gallons

- WWTP:
  - Compliance report for June 2020

Date	BOD Data		pH	TSS		NH <sub>3</sub> (Ammonia)		Total P		E.Coli	Fecal	Total N: mg/L	Total N: lb/d
	mg/L	lb/d		mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	CFU	CFU	TKN + NO <sub>3</sub> + NO <sub>2</sub>	TKN + NO <sub>3</sub> + NO <sub>2</sub>
14			7.34							1.00	1.00	0.00	0.00
16	2.00	0.73	6.83	0.23	0.08	0.36	0.13	0.11	0.04			0.50	0.18
29			7.66							1.00	1.00	0.00	0.00
Total		0.73			0.08		0.13		0.04			Total Nitrogen	
7 Day Avg (MAX)	2.00	0.73	7.66	0.23	0.08	0.36	0.13	0.11	0.04	1.00	1.00	0.50	0.18
Min	2.00	0.73	6.83	0.23	0.08	0.36	0.13	0.11	0.04	1.00	1.00	mg/L	lb/d
30 Day Avg (AVG)	2.00	0.73		0.23	0.08	0.36	0.13	0.11	0.04			0.50	0.18

- No data results were out of Compliance for the month of June 2020
  - Construction Update
    - Main contractor is continuing to do site cleanup and managing sub-contractors
      - Ovivo working on a couple of issues (splash guards being created, troubleshooting plant issues)
      - Non-potable pumps need to be integrated into the system to operate with the drum screen.
      - New effluent meter needs to be calibrated and verified with the program
- Roads:
  - Continue to maintain roadways
    - Dust control has been applied at the end of June and looking first part in August to reply in some areas
    - Drop inlet maintenance for spring runoff (blade roads, unplug DI's, maintain ditches)
    - Serviced Kachina Road to be used as a detour for the NM Gas main line installation on Twining Road.
- Equipment
  - Routine equipment maintenance
- Kachina Tank
  - Working with the existing contractor to finish the work.
    - Communication and power (Kit Carson and RMCI)
    - Upgrade booster station to supply water to tank (RMCI and Plummer)
    - Finished water testing of the tank and backfilling of tank to match existing terrain (RMCI)
    - Digging trench for electrical line installation from existing transformer to the stub out that RMCI installed. Kit Carson will be installing the electrical line once the trench is ready.

# DMR Copy of Record

<b>Permit</b> Permit #: NM0022101 Major: Yes		<b>Permittee:</b> Permittee Address: TAOS SKI VALLEY, VILLAGE OF 7 FIREHOUSE RD. 38 OCEAN BLVD. TAOS SKI VALLEY, NM 87525		<b>Facility:</b> Facility Location: TAOS SKI VALLEY, VILLAGE OF 7 FIREHOUSE RD. TAOS SKI VALLEY, NM 87525	
<b>Permitted Feature:</b> 001 External Outfall		<b>Discharge:</b> 001-A TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO			
<b>Report Dates &amp; Status</b> Monitoring Period: From 06/01/20 to 06/30/20 Considerations for Form Completion		<b>DMR Due Date:</b> 07/15/20			
<b>Principal Executive Officer</b> First Name: Anthony Last Name: Martinez		<b>Title:</b> Public Works Director			
<b>No Data Indicator (NODI)</b> Form NODI: --		<b>Telephone:</b> 575-776-8220			
<b>Status:</b> NetDMR Validated					

Code	Parameter Name	Monitoring Location	Season #	Param. NODI	Quantity or Loading	Qualifier	Value 1	Qualifier	Value 2	Qualifier	Value 3	Units	# of Ex.	Frequency of Analysis	Sample Type
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	1	--	Sample = 0.73 Permit Req. <= 23.8 30DA AVG <= 35.7 7 DA AVG Value NODI	1	0.73	2	20	3	2.0	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00400	pH	1 - Effluent Gross	0	--	Sample = 6.7 Permit Req. >= 6.6 MINIMUM Value NODI	1	6.7	2	7.3	3	8.8 MAXIMUM	12 - SU	0	05/DW - 5 Days Every Week	GR - GRAB
00530	Solids, total suspended	1 - Effluent Gross	1	--	Sample = 0.08 Permit Req. <= 23.8 30DA AVG <= 35.7 7 DA AVG Value NODI	1	0.08	2	0.23	3	45.0 7 DA AVG	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00600	Nitrogen, total [as N]	1 - Effluent Gross	1	--	Sample = 0.19 Permit Req. <= 46.55 30DA AVG Value NODI	1	0.19	2	0.5	3	41.2 7 DA AVG	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	1	--	Sample = 0.13 Permit Req. <= 5.34 30DA AVG Value NODI	1	0.13	2	0.36	3	3.2 7 DA AVG	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00665	Phosphorus, total [as P]	1 - Effluent Gross	1	--	Sample = 0.04 Permit Req. <= 1.6 30DA AVG Value NODI	1	0.04	2	0.11	3	1.5 7 DA AVG	19 - mg/L	0	01/30 - Monthly	24 - COMP24
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	--	Sample = 0.047 Permit Req. <= 0.046 Value NODI	1	0.047	2	0.059	3	Req Mon DAILY MX	03 - MGD	0	01/01 - Daily	TOTALZ
50060	Chlorine, total residual	1 - Effluent Gross	0	--	Sample = 19.0 INST MAX Permit Req. <= 9 - Conditional Monitoring - Not Required This Period Value NODI	1	19.0 INST MAX	2	1.0	3	28 - ug/L	0	05/DW - 5 Days Every Week	GR - GRAB	
51040	E. coli	1 - Effluent Gross	0	--	Sample = 1.0 Permit Req. <= 126.0 30DAVGE0 <= 235.0 DAILY MX Value NODI	1	1.0	2	1.0	3	CFU/100mL	0	02/30 - Twice Per Month	GR - GRAB	

		Value NOD			Value NOD	1.0	<	1.0	CFU/100mL	02/20 - Twice Per Month	GR - GRAB
74055	Coliform, fecal general	1 - Effluent Gross	0	—	Sample Permit Req. Value NOD	200.0 30DAVGEO	<=	400.0 DAILY MX	32 - CFU/100mL	02/20 - Twice Per Month	GR - GRAB
81010	BOD, 5-day, percent removal	1 - Effluent Gross	0	—	Sample Permit Req. Value NOD	96.08	>=	85.0 MO AV MN	23 - %	01/20 - Monthly	CALCTD
81011	Solids, suspended percent removal	1 - Effluent Gross	0	—	Sample Permit Req. Value NOD	99.89	>=	85.0 MO AV MN	23 - %	01/20 - Monthly	CALCTD

#### Submission Note

If a parameter row does not contain any values for the Sample nor 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

No errors.

#### Comments

#### Attachments

No attachments

#### Report Last Saved By

TAOS SKI VALLEY, VILLAGE OF

User:

Name:

E-Mail:

Date/Time:

#### Report Last Signed By

User:

Name:

E-Mail:

Date/Time:

AMARTINEZ@VTSV.ORG

Anthony Martinez

amartinez@vtsv.org

2020-07-10 15:00 (Time Zone: -05:00)

AMARTINEZ@VTSV.ORG

Anthony Martinez

amartinez@vtsv.org

2020-07-10 15:06 (Time Zone: -05:00)



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

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AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2021-437 Requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Increase the Electric Expense in the Sewer Fund (02)**

DATE: July 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. At that time, the plant was under construction and an increase to the electric budget was not included.

With the costs of construction, running two plants simultaneously and increased costs in the electric to run the new wastewater treatment plant, the electric expense has exceeded the FY2020 budgeted amount. In addition to the increased electric expense, the expense budget for the sewer fund exceeds the original budgeted amount. A BAR is required to account for both issues to submit the 4<sup>th</sup> quarter FY2020 fiscal report. Therefore, staff is requesting an adjustment to the electric expense budget of \$22,000.00 in the sewer enterprise fund (02).

RECOMMENDATION: Staff recommends approval of Resolution No. 2021-437 to amend the budget for FY2020, increasing the electric expense in the sewer enterprise fund (02) by \$22,000.00.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2021-437**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE  
FY2020 BUDGET (BAR) TO INCREASE THE ELECTRIC EXPENSE IN THE SEWER  
FUND (02)**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on July 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>
Sewer Fund (02/50300)	Electric Expense (6253/57170)	\$22,000.00

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

**WHEREAS**, said budget was developed based on 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 \_\_\_\_

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

---

**AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2021-438 Requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Increase the Transfer Out of the General Reserve fund (43) and Correspondingly Increase the Transfer into the Water Depreciation fund (41)**

DATE: July 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. When the budget was submitted there was a budgeted transfer included from General Reserve (43) to the Water Depreciation fund (41) of \$210,000. Since that time, the Council has approved two additional BARs bringing the total transfer from the General Reserve fund to the Water Reserves of \$440,000. The increased transfers were to cover change orders for the Kachina Water tank.

Since then preliminary work has commenced on the temporary pump station for the Kachina tank, and the Gunsight and Phoenix Springs investigations. Work has been done on the SWPP plan and there were legal costs associated with projects also.

The Village had a budget of \$50,000 for FY2020 in water connection fee revenue but only received \$27,000 in revenues this fiscal year. Since not all these projects were fully budgeted and revenues were not received, the Water Depreciation fund has a negative ending fund balance. The Department of Finance and Administration (DFA) does not allow submission of a quarterly report with any negative ending balances, therefore staff is requesting an additional BAR of \$5,000 from the General Reserve fund to the Water Depreciation fund to cover the shortfall.

RECOMMENDATION: Staff recommends approval of Resolution No. 2021-438 to amend the budget for FY2020, increasing the transfer out of the General Reserve fund (43) of \$5,000 and increasing the transfer into Water Depreciation fund (41) to \$5,000.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2021-438**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2020 BUDGET (BAR) TO INCREASE THE TRANSFER OUT OF THE GENERAL FUND RESERVE FUND (43) AND CORRESPONDINGLY INCREASE THE TRANSFER INTO THE WATER DEPRECIATION FUND (41)**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on July 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 (9002/61200)	\$5,000.00
Water Deprecation (41/53400)	Transfer In (9001/61100)	(\$5,000.00)

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

**WHEREAS**, said budget was developed based on 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 \_\_\_\_\_

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

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**AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2021-441 Requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Create a Transfer from the General Fund Reserve (43) to the Sewer Depreciation Reserve (42) to Cover Expenses at the Wastewater Treatment Plant**

DATE: July 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. There was \$7M in bond funds available for the wastewater treatment plant while it was under construction. It was expected that a transfer would be required from the General Reserve fund (43) to the Sewer Deprecation fund (42) for construction expenses over the \$7M. Reserves were kept available to meet that need, but not included in the FY2020 budget submission as a transfer.

In June 2020 the bond funds were exhausted, and the final pay application was received from Integrated Water Systems, the contractor on the project. In addition, there were outstanding invoices for engineering services, and closing costs for the USDA loan, including attorney fees and financial advising. The funds held at Hillcrest bank could not be utilized for any of these payments since they were restricted for bond debt service payments. A transfer had to be made from the State Treasurer's Office to accommodate a portion of these payments. Staff is now requesting a Budget Adjustment for a transfer out of the General Reserve Fund (43) for \$125,000 and a corresponding transfer of \$125,000 into the Sewer Reserve Fund (42) to cover the shortfall.

RECOMMENDATION: Staff recommends approval of Resolution No. 2021-441 to amend the budget for FY2020, creating a transfer out of the General Reserve Fund (43) and a corresponding transfer into the Sewer Depreciation Fund (42) for \$125,000.00.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2021-441**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2020 BUDGET (BAR) TO CREATE A TRANSFER FROM THE GENERAL FUND RESERVE FUND (43) INTO THE SEWER DEPRECIATION RESERVE (42) TO COVER EXPENSES AT THE WASTEWATER TREATMENT PLANT**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on July 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 (9002/61200)	\$125,000.00
Sewer Deprecation (42/53400)	Transfer In (9001/61100)	(\$125,000.00)

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

**WHEREAS**, said budget was developed based on 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 \_\_\_\_\_

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

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**AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2020-443 requesting a Permanent Budget Adjustment to the FY2020 Budget (BAR) to Create a Transfer of the Ending Fund Balance in the Solid Waste Fund (07) into the new Solid Waste Enterprise Fund (77) as the ending balance in FY2020 and the beginning balance for the FY2021 budget**

DATE: July 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. The Solid Waste Fund charges for services and receives gross receipts tax (GRT), so it was never categorized as an enterprise fund. At the regular Council meeting on April 14, 2020, the Council passed Resolution No. 2020-430 to change the Solid Waste fund (07) to the Solid Waste Enterprise fund (77). The Solid Waste fund will no longer be receiving GRT beginning July 2020 but will continue to charge for services.

In order to accomplish this, the Department of Finance requires a budget adjustment (BAR) to create a transfer into another fund. Staff requests the ending fund balance of \$284,607.68 be transferred from Solid Waste fund (07) to the Solid Waste Enterprise fund (77) as its beginning balance.

RECOMMENDATION: Staff recommends approval of Resolution No. 2020-443 to amend the budget for FY2020, to transfer the ending Solid Waste fund (07) balance of \$284,607.68 to the new Solid Waste Enterprise fund (77) as its ending balance in FY2020 and the beginning balance in FY2021.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2021-443**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2020 BUDGET (BAR) TO CREATE A TRANSFER OF THE ENDING FUND BALANCE IN THE SOLID WASTE FUND (07) INTO THE NEW SOLID WASTE ENTERPRISE FUND (77) AS THE FY2020 ENDING BALANCE AND THE BEGINNING BALANCE FOR THE FY2021 BUDGET**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on July 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>
Solid Waste Fund (07/20200)	Transfer out (9002/61200)	\$284,576.26
Solid Waste Enter. (77/50200)	Transfer In (9001/61100)	(\$284,576.26)

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on July 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 \_\_\_\_



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

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**AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2021-440 Requesting a Permanent Budget Adjustment to the FY2020 budget (BAR) for USDA Financing of the Wastewater Treatment Plant, Establishing Required Reserves and Paying Off the Interim Financing Bonds at TIB Bank**

DATE: July 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. When the budget was submitted the Wastewater Treatment Plant was under construction and scheduled for completion in spring of 2020. There was no way to predict if the project would be completed in a timely manner, nor what the exact cost of the financing would be, so it was not included in the original budget.

In March, the Village and USDA were notified by Plummer the engineer, and IWS the contractor, that the plant construction had reached substantial completion and the financing could move forward. The Village was offered a lower financing rate by the USDA of 2.375%, a significant savings, if the transaction could be completed before June 30, 2020. Village staff, Stifel financial advisors, Sherman and Howard Attorneys, and the USDA staff teamed together to get this accomplished. On June 12, 2020, the USDA loan financing closed and the TIB bonds, the upfront financing for the plant, were paid in full. The Village also requested some additional funding to replenish reserves and establish the required reserve accounts for the USDA financing.

In the regular Council meeting on April 14, 2020, Resolution No. 2020-431 was approved by the Council to create fund #63 as the debt service and reserve fund for the USDA.

The following is the BAR for the USDA transaction on June 12, 2020:

<b>Loan Proceeds Revenue USDA (4062/42)</b>	<b>(\$7,392,189.12)</b>
<b>Bond Debt Exp /Hold Harm (8424/42)</b>	<b>\$ 4,200,000.00</b>
<b>Bond Debt Exp /Net Revenue (8426/42)</b>	<b>\$ 2,800,000.00</b>
<b>Interest Expense (Hold Harmless)</b>	<b>\$ 24,850.00</b>
<b>Interest Expense (Net Revenue)</b>	<b>\$ 16,566.67</b>

<b>Transfer Out (9002/42)</b>	<b>\$ 49,710.91</b>
<b>Transfer In (9001/63) Establish Short-lived asset reserve</b>	<b>\$ ( 49,710.91)</b>
<b>Transfer Out (9002/42)</b>	<b>\$ 336,174.44</b>
<b>Transfer In (9001/63) Establish DS payment reserve</b>	<b>\$ (336,174.44)</b>
<b>Transfer Out (9002/42)</b>	<b>\$ 3,064.47</b>
<b>Transfer In (9002/63) Establish O&amp;M reserve</b>	<b>\$ (3,064.47)</b>
<b>Transfer Out (9002/42)</b>	<b>\$ 72,000.00</b>
<b>Transfer In (9001/63) Payment July-Sept USDA</b>	<b>\$ (72,000.00)</b>

Considering the pandemic, staff is requesting a transfer of \$72,000 from loan proceeds into the USDA fund (63) which would be used for payments in case of a shortfall. Should these funds not be needed for loan payments, all, or a portion of them, would be transferred to the general reserve fund (43) via a Council-approved BAR.

There were five (5) bank accounts established at Hillcrest Bank (HCB) which were dedicated to the WWTP project. Now that the project has been completed and refinanced, the USDA has requirements to establish certain payment, reserve, and O&M maintenance accounts. Village staff has determined that the established accounts can be utilized for these purposes and renamed accordingly rather than open new accounts. However, it has also been determined that only four (4) of the accounts will be needed. Upon passage of this BAR resolution, the HCB account previously used for Net Reserve Bond proceeds ending in #3254 will be closed and funds will be transferred into account #5020. The combination of these accounts will establish the O&M reserve account:

\$1,535.96	#5020
<u>\$1,528.51</u>	<u>#3254</u>
\$3,064.47	O&M Reserve

Any funds that are left in HCB and related to the sewer depreciation fund (42) will be transferred back to Centinel Bank or State Treasurer LGIP account, since USDA funds must be kept segregated.

The sewer depreciation fund (42) will need to have funds available for the final retainage balance due to Integrated Water Systems (IWS) the contractor on the job. The retainage amount is \$194,000 plus applicable tax. Additional engineering fees are most likely outstanding as well. Staff will analyze what funds are needed and then transfer the balance to the general reserve fund (43) account in July or August and request a BAR to update the FY2021 budget.

**RECOMMENDATION:** Staff recommends approval of **Resolution No. 2021-440** to amend the budget for FY2020, establishing the USDA loan proceeds, paying off the TIB interim financing bond and interest, and transferring the required reserve accounts for the USDA loan.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2021-440**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2020 BUDGET (BAR) FOR USDA FINANCING OF THE WASTEWATER TREATMENT PLANT, ESTABLISHING REQUIRED RESERVES, AND PAYING OFF THE INTERIM FINANCING BONDS AT TIB BANK**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on July 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>
Sewer Reserve (42/53400)	Loan Proceeds (4062/46300)	(\$7,392,189.12)
Bond Principal Exp (42/53400)	Principal HH Bond (8424/59010)	\$ 4,200,000.00
Bond Principal Exp (42/53400)	Principal NR Bond (8426/59010)	\$ 2,800,000.00
Bond Interest Exp (42/53400)	Interest HH Bond (8425/59011)	\$ 24,850.00
Bond Interest Exp (42/53400)	Interest NR Bond (8427/59011)	\$ 16,566.67
Sewer Reserve (42/53400)	Transfer Out (9002/61100)	\$ 460,949.82
USDA DS & reserves (63/40300)	Transfer In (9001/61200) Establish short term asset reserve	(\$ 49,710.91)
USDA DS & reserves (63/40300)	Transfer In (9001/61200) Establish payment reserve	(\$ 336,174.44)
USDA DS & reserves (63/40300)	Transfer In (9001/61200) Establish O&M Reserve	(\$ 3,064.47)
USDA DS & reserves (63/40300)	Transfer In (9001/61200) Transfer to payment account	( \$ 72,000.00)

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

**WHEREAS**, said budget was developed based on 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 \_\_\_\_\_

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

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**AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2021-439 Requesting Approval of Contract #2021-07 between the Village of Taos Ski Valley and Anchor Built, Inc. for Village Excavation Projects in FY2021**

DATE: July 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 has needed a contractor to do excavation on a project basis. In September 2019 RFP #2020-06 was advertised for these services. There were no responses to the original bid proposal. Village staff reviewed and updated the RFP and it was reposted in May 2020. An RFP committee was selected and reviewed the responses. Anchor Built of Albuquerque has been selected as the awarded contractor. Per the contract, the contractor will provide quotes based on assigned task orders on a project basis. Projects may at times exceed \$60,000 and budgets may need to be adjusted accordingly with a BAR. The Village foresees the contractor working on the KCEC three-phase undergrounding project and other projects as they arise.

RECOMMENDATION: Staff recommends approval of Resolution No. 2021-439 approving contract #2021-07 for excavation, between the Village of Taos Ski Valley and Anchor Built, Inc. of Albuquerque, New Mexico.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2021-439**

**A RESOLUTION REQUESTING APPROVAL OF CONTRACT #2021-07 BETWEEN  
THE VILLAGE OF TAOS SKI VALLEY AND ANCHOR BUILT, INC. FOR VILLAGE  
EXCAVATION PROJECTS IN FY2021**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley Council having met in a regular meeting on July 14, 2020 propose to approve contract #2021-07 between the Village of Taos Ski Valley and Anchor Built, Inc., and

**WHEREAS**, the Village has identified the need to hire a contractor for Village excavation projects; and

**WHEREAS**, Village staff followed New Mexico State Procurement code and produced and followed the Request for Bid process requirements; 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 contract meets the requirements as currently determined for Fiscal Year 2020-2021.

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

The acceptance of contract #2021-07 with Anchor Built, Inc. for excavation projects within the Village of Taos Ski Valley.

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 \_\_\_\_\_



## VILLAGE OF TAOS SKI VALLEY PROFESSIONAL SERVICE CONTRACT

Contract No. VTSV – 2021-07

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Anchor Built Inc., (hereinafter "CONTRACTOR") on this 1st<sup>th</sup> day of July, 2020.

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

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

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

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

1. Scope of Work. CONTRACTOR shall provide Excavating services to the VILLAGE On-Call as needed by the "Scope of Work". The Contractor also extends the pricing to members of the Enchanted Circle Council of Governments. The Village will request a project in writing with a Purchase Order. Project timelines will be determined and agreed upon per project. The following are trenching rates per this agreement:

### #2021-07 Contract price agreement for trenching

For the below Width/Depth, prices per Linear Foot of trenching with level bottom, appropriate bedding, and cover, with warning tape and joint trench utilities correctly spaced.

Trench	Width	Width	Width	Width	Width	Width
Depth	1 ft.	2 ft.	3 ft.	4 ft.	5 ft.	8 ft.
2 ft.	\$ 6.50	\$ 7.00	\$ 7.50	\$ 10.17	\$ 12.17	\$ 14.25
3 ft.	\$ 6.50	\$ 7.00	\$ 7.00	\$ 10.17	\$ 12.17	\$ 14.25
4 ft.	\$ 7.50	\$ 8.00	\$ 8.50	\$ 11.10	\$ 13.20	\$ 14.25
5 ft.	\$ 8.00	\$ 8.50	\$ 9.00	\$ 12.20	\$ 14.80	\$ 21.50
6 ft.	\$ 9.00	\$ 10.50	\$ 16.00	\$ 23.00	\$ 31.00	\$ 38.45
8 ft.	\$ 10.00	\$ 11.00	\$ 19.50	\$ 27.00	\$ 35.10	\$ 42.00
10 ft.	\$ 16.00	\$ 18.50	\$ 26.80	\$ 34.00	\$ 42.00	\$ 49.00
12 ft.	\$ 17.50	\$ 21.00	\$ 29.76	\$ 36.78	\$ 44.80	\$ 51.75

The Contractor will provide quotes for additional services to complete a project by providing an estimate for the total cost in the Purchase Order, as required by New Mexico State procurement laws. The following items/services are excluded in above price agreement unless otherwise indicated:

- Permits
- Bonds
- Traffic Control
- Additional insurance required by the Village
- Rock Excavation of a stone cubic yard or larger
- Exporting of unsuitable materials
- Screening of existing materials
- Pipe installation
- Tracer Wire
- Soils testing/reports
- Import/ export of fill
- Engineering
- Gross receipts taxes

**1A. The Contractor and Village agree to use of Cooperative Purchase Agreement:**

The contractor has indicated in writing a willingness to extend the contract's pricing, terms and conditions quoted for RFP 2020-06, to the member communities of the Enchanted Circle Council of Governments through Purchase Order of contract #2021-07.

The Purchase Order shall; identify the contract procured, #2021-07, for the amount of linear feet, up to 10 miles priced by width and depth for each project and the project location and duration. Any additional charges outside the price agreement must have prior agreement of both parties.

Unless modified by mutual agreement for technical correction, the trenching is for a ditch of specified width and depth, with level bottom, appropriate bedding, and cover, with tracer wire and any joint trenched utilities correctly spaced.

The Contractor shall post the amount and location and ID# of the Purchase Order notice to proceed in the periodical of local circulation, at the earliest possible day when using the price agreement.

The price agreement is for trenching services meeting the same standards and specifications as identified in offer for RFP 2020-06 options for each community in the ECCG as follows:

The price differential for Emergency service for the same size trenching at +/- 100%:

Differential Charge for Emergency Service Options is: one hour 150% , four hours 150%, eight hours 150 % , 12 hours 150%, 1-10 days 120%

The price for pavement removal and replacement for Trenching Projects:

Pavement cut price per linear foot: \$ 4.00,

Removal and Replacement at 3" thickness: \$18Ft<sup>2</sup>

Compacted Base Course price per cubic yard: \$ 35.00



Price for the base service as an option for ECCOG members +/- 100% of VTSV price:

Taos County = 100% ,  
Town of Taos= 100%,  
Colfax County= 100%,  
Questa= 100%,  
Red River= 100%  
Eagle Nest= 110%,  
Angel Fire=110%

2. Address & Phone Contact. The address and phone number of Contractor is:  
  
**AnchorBuilt, Inc.**  
**PO Box 27688**  
**Albuquerque, NM 87125**  
**505-342-2452**
3. Term. This contract shall be effective for twelve (12) months from the date first entered above unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract expires June 30, 2021.
4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. Compensation. The VILLAGE shall pay CONTRACTOR under this contract, per rates provided by CONTRACTOR and attached hereto, upon acceptance of invoice.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).

9. Termination. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
10. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
11. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
12. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
13. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
14. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
15. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
16. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts. The Contractor will charge the appropriate Gross Receipts Taxes on each invoice.
17. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.

18. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain general liability insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
19. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
20. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
21. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
23. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

CONTRACTOR: AnchorBuilt Inc.

 PRESIDENT

02-387068-00-0

Contractor's GRT/CRS Number OR

850458459

Contractor's Fed. Tax ID No. or SSN

**Village of Taos Ski Valley**

\_\_\_\_\_  
John Avila, Village Administrator

**APPROVED AS TO FORM:**

**ATTESTED TO BY:**

\_\_\_\_\_  
Susan C. Baker, Village Attorney

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

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

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**AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2021-442 Requesting Approval of Contract #2021-10 between the Village of Taos Ski Valley and Huitt-Zollars, Inc. for Initial Evaluation of the Twining Road Improvement Project**

DATE: July 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 has been in need of a contractor to evaluate the first 1.1 miles of Twining Road for upgrades including: paving, bike lane with curb and gutter, drainage, and erosion control. The Village was awarded a grant from NM Department of Transportation for the initial phase of this project.

In April 2020, RFP #2020-08 was advertised for these services. An RFP committee was selected and reviewed the responses. Huitt-Zollars, Inc. of Rio Rancho, NM has been selected as the awarded contractor. The contract amount is not to exceed \$142,735.00 plus applicable taxes.

RECOMMENDATION: Staff recommends approval of Resolution No. 2021-442 approving contract #2021-10 for initial evaluation of the Twining Road Improvement project, between the Village of Taos Ski Valley and Huitt-Zollars, Inc.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2021-442**

**A RESOLUTION REQUESTING APPROVAL OF CONTRACT #2021-10 BETWEEN  
THE VILLAGE OF TAOS SKI VALLEY AND HUITT-ZOLLARS, INC. FOR INITIAL  
EVALUATION OF THE TWINING ROAD IMPROVEMENT PROJECT**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley Council having met in a regular meeting on July 14, 2020 propose to approve contract #2021-10 between the Village of Taos Ski Valley and Huitt-Zollars, Inc. of Rio Rancho, NM for an amount not to exceed \$142,735.00 and

**WHEREAS**, the Village has identified the need to hire a contractor for analysis of the Twining Road Improvement project; and

**WHEREAS**, Village staff followed New Mexico State Procurement code and produced and followed the Request for Bid process requirements; 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 contract meets the requirements as currently determined for Fiscal Year 2020-2021.

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

The acceptance of contract #2021-10, Huitt-Zollars, Inc. for initial evaluation of the Twining Road Improvement Project.

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 \_\_\_\_\_



## VILLAGE OF TAOS SKI VALLEY PROFESSIONAL SERVICE CONTRACT

**Contract No. VTSV – 2021-10**

This contract is hereby made and entered into by and between the **Village of Taos Ski Valley**, a New Mexico Municipality (hereinafter "VILLAGE") and **Huitt-Zollars, Inc.** (hereinafter "CONTRACTOR") on this **1st<sup>th</sup> day of July 2020**.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide evaluation services for the Twining Road Upgrade Project 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:

### **SCOPE OF WORK:**

#### *Development and Evaluation of Design Alternatives:*

- **Public Involvement Coordination**  
The selected firm will participate in at least two (2) community surveys and three (3) public community meetings and provide a brief project description, background information, discussion of anticipated issues, known or likely impacts, illustrations, plans, and/or graphics of design concepts. Synthesize community input and concerns and integrate into subsequent alternatives and evaluation. Prepare and conduct a presentation to appointed or elected bodies of project development and evaluation of design alternatives.
- **Detailed Inventory of Existing Conditions and Constraints**  
Review and build an inventory of assets, conditions and constraints using , a recently completed (January, 2020) Feasibility Report for Twining Road Improvements.
- **Develop Design Alternatives**  
Prepare up to three (3) roadway design alternatives in a format suitable for public distribution, and review by Village staff.
- **Preliminary Evaluation of Alternatives**  
Provide professional analysis and recommendations of various design alternatives and offer preferred option based on project constraints including terrain, cost to construct, right-of way (ROW) acquisition, drainage, facility upgrades and other structural and engineering issues.

*Preliminary Design:*

- Survey  
Perform field survey of existing site conditions. Survey selected roadway design alignment and area of disturbance to include required project ROW. Provide preliminary property maps and identify areas of temporary construction (easement) license and permanent property acquisition required.
- Preliminary and Final Drainage Report  
The drainage reports will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any identified problems.
- Preliminary structural design sheets
- Preliminary Drainage Plans
- Preliminary Roadway Design Plans  
Provide preliminary roadway design plans (30% completion plans) that shall include: geometrics, plan and profile sheets and a preliminary construction cost estimate by construction type. Project plans will include: recommended horizontal and vertical alignment, typical roadway sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, and preliminary earthwork analysis.
- Preliminary Engineering Cost Estimate to Construct
- Preliminary Determination of any needed Right of Way
- Preliminary Property Ownership Maps
- Final Geotechnical Report  
The Contractor shall provide geotechnical recommendations and a Final Geotechnical Report. Final recommendations shall address some or all of the following:
  - Stabilization/densification of unsuitable embankment or native soils
  - Slope stability/steepened slope design
  - Mitigation of settlement
  - Rock excavation and blasting requirements
  - Rock fall mitigation
  - Maximum cut slope angles in soil and rock
  - Suitability of foundation soils or rock to support an embankment or structure
  - Shrink and swell factors of earthwork
  - Groundwater affecting the project/need for cut-off trenches
  - Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

Engagement:

- The Contractor shall initiate work as requested by the Village Administrator, or designee upon receipt of a Task Order indicating the expected scope and cost of a Task, with a given date for Notice to Proceed.”



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

**Huitt-Zollars, Inc.**  
**333 Rio Rancho Drive NE**  
**Suite #101**  
**Rio Rancho, NM 87124-1450**  
**505-892-5141**

1. Term. This contract shall be effective for twelve (12) months from the date first entered above unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract expires June 30, 2021.
2. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
3. Compensation. The VILLAGE shall pay CONTRACTOR an amount not to exceed \$142,735.00, plus applicable sales tax under this contract, per rates provided by CONTRACTOR and attached hereto. (Exhibit A)
4. 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.
5. 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.
6. 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).7.
7. Termination. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
8. 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.
9. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
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, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.

11. 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.
12. 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.
13. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
14. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
15. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.

16. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain malpractice insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
17. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
19. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
20. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
21. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

**CONTRACTOR:**

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

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

**Village of Taos Ski Valley**

\_\_\_\_\_  
John Avila, Village Administrator

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Susan C. Baker, Village Attorney

**ATTESTED TO BY:**

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

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

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**AGENDA ITEM TITLE: Consideration to Approve the Annual Contract #2021-01 between the Village of Taos Ski Valley Chamber of Commerce for Fiscal Year 2021**

DATE: July 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 Chamber of Commerce has been supported by the Village lodger's tax collections for many years. The Village Municipality hires the contractor, Taos Ski Valley Chamber, to manage destination marketing of the area and support member businesses with advertising, consulting and business support. The Chamber contract includes \$300,000 in monthly grant disbursements, divided into \$25,000 monthly payments. Additionally, it includes funding for special projects of \$50,000.

**RECOMMENDATION:** Staff recommends approval of the contract #2021-01 between the Village of Taos Ski Valley and the Village of Taos Ski Valley Chamber of Commerce for FY 2021.



**VILLAGE OF TAOS SKI VALLEY  
PROFESSIONAL SERVICE CONTRACT  
#2021-01**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and, The Village of Taos Ski Valley Chamber of Commerce, Inc., (hereinafter "CONTRACTOR") on this 1st day of July, 2020.

**WHEREAS**, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide advertising and promotional 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 advertising and promotional services to the VILLAGE as allowed under the Lodgers Tax Act, §3-38-21 and §3-38-21.1 N.M.S.A. 1978 as amended as more fully outlined in **Exhibit A**, attached hereto and incorporated by reference herein.

Said services shall be in accord with, and meet the standards of the New Mexico Lodgers Tax Act.

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

Village of Taos Ski Valley Chamber of Commerce  
P.O. Box 91  
Taos Ski Valley, NM 87525

(575) 776-1413

3. **Term:** This contract shall be effective from July 1, 2020 and terminate at 5:00 p.m. on June 30, 2021 unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall not be effective until approved by the VILLAGE Council and signed by the Mayor.

4. **Renewal:** VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. **Compensation:** The VILLAGE shall pay CONTRACTOR, under this contract, a sum of \$350,000 total with \$300,000.00 for Fiscal Year 2020-21 plus \$50,000 in Special Projects approved by the Lodger's Tax Committee and the Chamber Board of Directors. Monthly payments shall be made to CONTRACTOR in amounts agreed to by the VILLAGE and CONTRACTOR. Quarterly Budget Review of the expenditures made shall be submitted to the CHAMBER BOARD OF DIRECTORS, The Village, and the Lodger's Tax Committee. CONTRACTOR agrees that these funds will be maintained in a separate account and not be commingled with any other money. CONTRACTOR shall maintain complete and accurate financial records of each expenditure of tax revenue made and shall make such records available for inspection upon request of VILLAGE to the VILLAGE Auditors.
6. **Release:** CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. **Appropriations:** This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. **Annual Review:** If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. **Termination:** This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR'S final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
10. **Conflicts Provision:** Should there be any conflict between any term, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
11. **Work Product:** All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or

otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), NMSA. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.

12. **Status of Contractor:** CONTRACTOR acknowledges that it is an independent CONTRACTOR and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
13. **Non-Agency:** CONTRACTOR agrees not to purport to bind the VILLAGE to any obligations not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
14. **Confidentiality:** Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
15. **Worker's Compensation:** CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
16. **Taxes:** CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have not 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. At the request of the VILLAGE, CONTRACTOR will have performed a biennial audit by an outside accounting firm selected by the VILLAGE and the CONTRACTOR.

If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.



18. **Indemnification:** CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
19. **Assignment & Subcontracting:** CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
20. **Conflict of Interest:** CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
21. **Non-Discrimination:** CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. **Default by Contractor:** In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
23. **Efforts to Cure:** If the VILLAGE elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure" Authorization. Failure, by the CONTRACTOR, to cure said deficiency or defeat, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
24. **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 provision shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
25. **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.
26. **Amendment(s) to This Contract:** This contract shall not be altered, changed, modified, or amended, except by instrument, in writing, executed by both parties.

27. **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.
28. **Illegal Acts:** Pursuant to Sec 13-1-191, NMSA 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.

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**THE VILLAGE OF TAOS SKI VALLEY, CHAMBER OF  
COMMERCE, INC., CONTRACTOR**

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CONTRACTOR'S GRT/CRS NUMBER or

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CONTRACTOR'S FED. TAX ID NO. or SSN

**VILLAGE OF TAOS SKI VALLEY**

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CHRISTOF BROWNELL, MAYOR

ATTEST:

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ANN M. WOOLDRIDGE, VILLAGE CLERK

**2020-21 Lodgers Tax Expenditure Application from Taos Ski Valley Chamber of Commerce**

P.O. Box 91 Taos Ski Valley, NM 87525 NM CRS# 02-937006-00-0

- |   |           |
|---|-----------|
| 1. Amount of 2020-21 Funding Requested: | \$300,000 |
| Special Projects Request                | \$50,000  |
| Total:                                  | \$350,000 |

**2. Description of project:**

The Taos Ski Valley Chamber of Commerce would like to renew the contractual agreement with the Village of Taos Ski Valley to provide marketing services as allowed under the Lodgers Tax act of the State of New Mexico.

**3. Importance of project to the community:**

The mission of the Taos Ski Valley Chamber of Commerce is to promote and strengthen the economic wellbeing of the village businesses through tourism marketing. This year, our energy and resources will be directed towards member business recovery and direct member marketing during this pandemic.

**Marketing initiatives for July 1, 2020- June 20, 2021 include:**

- Member Direct Marketing and Recovery Packages
- Destination and Member Advertising & Social Content Development
- Member Google Business Listing Education and Updating
- Website Search Engine Optimization & Maintenance
- Seasonal Website Changes to Support Member Business Digital Presence during Covid Recovery
- Photography for Visitor Guide, Website, Social, Advertising
- Vacation Guide Production & Distribution to new channels including Texas Monthly
- Administrative & Audit Support

**4. Leader/Persons responsible for the success of this project:**

Courtney Tucker, Mary Coleman, Erika Northrup, Kent Forte, Garret Cottam, John Avila, Dash Hegeman

**Lodger's Tax Grant Request Breakout**

Marketing	\$227,500.00
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Includes all internal and external marketing initiatives, all expenses for the Chamber website, all expenses for visitor guide production and distribution, all member and destination photography, State of New Mexico Tourism advertising. Direct member support & business recovery.

Trade Shows	\$15,000.00
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If Trade Shows get cancelled, we will work with TSVI for a new collaboration

Events	\$25,000.00
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New Up & Over Mtn Bike Hill Climb will also use Special Project funds if needed

Chamber Administration	\$32,500.00
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<b>Lodger's Tax Total Grant Request</b>	<b>\$300,000.00</b>
<b>Special Projects</b>	<b>\$50,000.00</b>
<b>Total Request</b>	<b>\$ 350,000.00</b>

# **2018 New Mexico Statutes**

## **Chapter 3 - Municipalities**

### **Article 38 - Licenses and Taxes**

#### **Section 3-38-21 - Eligible uses of tax proceeds.**

**Universal Citation:** NM Stat § 3-38-21 (2018)

#### **3-38-21. Eligible uses of tax proceeds.**

A. Subject to the limitations contained in Section 3-38-15 NMSA 1978, a municipality or county imposing an occupancy tax may use the proceeds from the occupancy tax to defray costs of:

(1) collecting and otherwise administering the occupancy tax, including the performance of audits required by the Lodgers' Tax Act [3-38-13 through 3-38-24 NMSA 1978] pursuant to guidelines issued by the department of finance and administration;

(2) establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities and attractions or tourist-related transportation systems of the municipality, the county in which the municipality is located or the county;

(3) the principal of and interest on any prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by Section 3-38-23 or 3-38-24 NMSA 1978;

(4) advertising, publicizing and promoting tourist-related attractions, facilities and events of the municipality or county and tourist-related facilities, attractions and events within the area;

(5) providing police and fire protection and sanitation service for tourist-related facilities, attractions and events located in the respective municipality or county;

(6) providing a required minimum revenue guarantee for air service to the municipality or county to increase the ability of tourists to easily access the municipality's or county's tourist-related facilities, attractions and events; or

(7) any combination of the foregoing purposes or transactions stated in this section, but for no other municipal or county purpose.

B. As used in this section, "minimum revenue guarantee" is the amount of money guaranteed by a municipality or county to be earned by an airline providing air services to and from that municipality or county, which is the difference between the minimum flight charge revenue specified in the contract between the municipality or county and the airline and the amount of actual flight charge revenue received by the airline that is less than that contractual amount.

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

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**AGENDA ITEM TITLE: Consideration to Approve the Renewal of Village Annual Outside Contractor Contracts**

DATE: July 14, 2020

PRESENTED BY: Nancy Grabowski, Finance Director & John Avila Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village has several contracts with outside contractors for on-going and on-call projects and services. As stated below these are the FY2021 contracts which will be renewed along with the services provided with a contract amount or not to exceed amount (NTE) and engagement requiring Village Administrator Authorization:

Burt & Company CPA's	7/1-12/31/2020 Audit transition	(NTE) \$15,000
Good Riddance	7/1-6/30/2021 Pest Control	(NTE) \$3,000
Jenkins, Mika	7/1-6/30/2021 Office cleaning	(NTE) \$5,000
Olsen, Lisa	7/1-6/30/2021 Bookkeeping	(NTE) \$20,000
Precision Electric	7/1-6/30/2021 On-Call Electric	(NTE) \$59,000
Ray's Septic	7/1-6/30/2021 Tank Pump @ TML	(NTE) \$59,000
Redtail Survey	7/1-6/30/2021 On-Call surveyor	(NTE) \$25,000
Plummer Engineering	7/1-6/30/2021 TO7 On-Call	(NTE) \$50,000
Plummer Engineering	7/1-6/30/2021 TO21 Gunsite	(NTE) \$10,000
Plummer Engineering	7/1-6/30/2021 TO1 Kachina Pump	(NTE) \$50,000
Atencio Engineering	7/1-6/30/2021 On-Call	(NTE) \$25,000
SMA Engineering	7/1-6/30/2021 On-Call	(NTE) \$25,000

RECOMMENDATION: Staff recommends authorization and approval to renew these contracts for services provided throughout the Village.

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

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**AGENDA ITEM TITLE:** Discussion of Revenue Collection Policy and associated Ordinance 2019-68 FY20 Water/Sewer/Trash

**DATE:** July 14, 2020

**PRESENTED BY:** John Avila

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:**

The Current Revenue Collection Policy of December 4, 2014 was adopted by Council to give instruction to Staff as to action regarding revenue collection for fair application to all customers. It contains certain formulas for deciding the possible credit amount for application of an allowance for leaks in the customer's system.

The charges to a customer are determined by usage over time, and monthly, and are described in the Rates Ordinance 2019-68. The rates formula has been developed over time to accommodate the varied fluctuation in seasonal utility usage in the Village.

Continued input and discussion is desired for these interrelated subjects to improve the current policy if possible.

**RECOMMENDATION:** Staff recommends discussion of the issues to generate and evaluate ideas for possible change proposals. See Attached Policy, Ordinance and example material.

## **REVENUE COLLECTION POLICY**

(Amended and adopted December 4, 2014)

This policy sets standards in billing and in follow up procedures, and ensures the timely collection of revenue which is due to the Village of Taos Ski Valley (VTSV).

This policy will apply to Non-Sufficient Fund (NSF) checks, delinquent utility billing accounts, trash billing, and other fees the VTSV is required to collect. This policy replaces any other policy, ordinance, or resolution in place concerning revenue collection.

It is deemed, that because of the time and effort involved in reprocessing payments, writing correspondence, contacting individuals or businesses by phone, and also the time involved in tracking of outstanding and delinquent accounts, the VTSV will leverage administration fees for the efforts involved with revenue collection.

- NSF Checks:
  - Any check that is presented to the VTSV for payment of a fee, tax, or debt, etc., returned from the bank for a NSF reason will be assessed a \$25.00 Village of Taos Ski Valley NSF administration fee, which will be added to the account balance or amount due.
- Lodgers Tax:
  - As per VTSV Ordinance 04-14 as it exists or is amended. Any fees above those outlined in NMSA 1978 are deemed administration fees and thus will be allocated to the VTSV general fund. Lodgers Tax liens may be placed on properties as stated in "Other Delinquent Accounts."
- Delinquent Utility Accounts:
  - An account will be deemed delinquent when it is not paid within the 30 day due period.
  - Any account or debt not paid within 30 days of billing notice will begin to accrue compound interest at the rate of 18% annually, or 1.5% monthly. Interest will continue to accrue on all past due amounts.
  - At 60 days after the original billing date, VTSV will send a letter advising the individual or business that the account is past due and will advise the owner that a red tag will be placed at the property. The letter and red tag will serve as notice that the water or other utility will be shut off in 15 days unless payment is made within the 15 days.
  - The individual or business will have 15 days from the date of the letter to make payment.
  - If no payment is made within this 15 day period:
    - The water or other utility will be shut off,
    - A \$150 shut off/turn on fee will be assessed, and  
(this fee is deemed to be an average of summer/winter labor and equipment costs to uncover and shut off/turn on a water valve)
    - A \$15 VTSV administration fee will also be charged.
  - If no payment is received within 120 days after the original statement date;
    - A lien will be placed on the property that corresponds to the amount due at the 120 day point,
    - Taos County lien placement/removal fee of \$50.00 and other costs will be included in the lien
    - A \$10.00 Village administration fee will be added,
    - Reasonable attorney fees will be added.
  - Once the account or debt is paid in full:
    - The lien will be removed from the property,

- The water or other utility service will be reinstated.
- Other Delinquent Accounts (Trash and/or other fees):
  - An account will be deemed delinquent when it is not paid within the 30 day notice period.
  - Any account or debt not paid within 30 days of notice will begin to accrue compound interest at the rate of 18% annually, or 1.5% monthly. Interest will continue to accrue on all past due amounts.
  - At 60 days after the original statement date, VTSV will send a letter advising the individual or business that the account is past due.
  - At 90 days after the original statement date, VTSV will send a letter advising the individual or business that, if the account is not paid within 30 days, a lien will be placed on the property.
  - If no payment is received by the 120 day point
    - A lien will be placed on the owner/business's property that corresponds to the amount due at the 120 day point,
    - Taos County lien placement/removal fee of \$50.00 will be billed to the owner/business, and
    - A \$10.00 Village administration fee will also be added.
  - For account balances of less than \$100.00, interest will accrue until such time that the balance is greater than \$100.00, and then the letter of intent to place a lien will be sent and VTSV will proceed as above.
  - If no payments are received to fulfill the debt, every six months an additional lien will be placed on the property in the amount accrued above the amount stated in the original lien. Taos County lien placement fees and Village administration fees will be applied each time a new lien is placed.
  - Once the account or debt is paid in full:
    - The lien(s) will be removed from the property,

## **DISPUTED BILLS**

- A. In the event the customer disputes the amount of a bill for services rendered, VTSV will make a complete investigation of the matter, and, if it is determined that the bill is accurate, use its best efforts to explain the bill to the customer. If the bill is in error, VTSV will submit a corrected bill to the customer as promptly as circumstances permit or give a credit on the bill rendered to the customer in the amount determined to be in error. VTSV is the final determiner of whether or not a customer bill is accurate.
- B. The customer will be required to pay any bill while it is under dispute, unless other payment arrangements have been made with VTSV.
- C. The amount of time allowed for a customer to protest the amount of any bill received from the Village is limited to six (6) months from the date of billing.
- D. VTSV will not adjust or credit utility bills when excess water is due to hoses left running, watering or irrigating flowers or lawns, or for power washers or similar water usages
- E. There is no distinction between water leaking on to the ground (not into the sewer system) or a water leak where the water goes back into the sewer system.
  - Proof of Leak: The Village will require the customer to present a certified plumber's invoice/bill for verification of a leak and verification the leak was repaired. If no certified plumber receipt is



available, the Village will require a signed VTSV leak policy explanation form stating why no repair was required and no invoice/bill is required to be submitted.

- Residences of VTSV are allowed one submission/request per calendar year for a credit on their water/sewer bills. A claim must be submitted within 30 days of receipt of bill and/or the discovery of the leak. If the leak is ongoing, occurring over multiple months, the Village will only allow an entity to go back three months on their claim. If a leak is identified and the customer does not take action, the Village will shut the water off to the property and will not turn the water back on until the Village received proof that the leak has been repaired. The Village does NOT have the responsibility to repair or contact/contract an entity to repair the leak.
- When a request for credit is submitted for the month/amount in question, the Village will look at the previous month, the month in question, and the next month, and back five years for the highest month in that timeframe. The highest month usage amount within that timeframe will be doubled. Any amount above the highest month usage doubled amount will be credited.
- For example, a resident makes a claim for a credit for high water usage in June 2014. The Village would then consider May, June, and July for the months, and then look five years back. Using the numbers below, the Village would take June of 2013 and double that amount, which is 1500 gallons. So the Village would then credit the resident for 500 gallons. The Village would then note that the water usage for June 2014 is now 1500 gallons.

	May	June	July
2014	525	2000	250
2013	350	750	600
2012	150	525	435
2011	625	738	512
2010	412	120	623
- Furthermore, the new established high would now be 1500 gallons for June 2014. If this customer made another claim in June 2015, the amount would have to be twice the new June 2014 established usage, or 3000 gallons. Anything less than 3000 gallons, no credit would be given.
- The Village of Taos Ski Valley highly recommends that all seasonal residents turn off the water when the property is not being utilized, and also set up a drain system that will allow for water in the home's piping to be drained.

F. Any request for a variance to the policy requires the person, or entity, to appeal to the Village Council.

Year	Apr	May	Jun
2015	36,900	18,900	19,350
2016	14,450	1,000	35,750
2017	37,450	22,900	40,000
2018	13,400	15,950	37,350
2019	25,700	13,450	39,200
2020		95,050	

Cap = 40,000 X 2 = 80,000

Credit based on usage - cap	95,050 - 80,000 = 15,050 galls @ 4.72 cents/gall =	\$710.36
Credit based on month 5 year avg X 2	95,050 - 28,880 = 67,170 galls @ 4.72 cents/gall =	\$3,170.42
Credit based on month 5 year avg	95,050 - 14,440 = 80,0650 galls @ 4.72 cents/gall =	\$3,779.07

Use 70% discount rate for the month charged as that is the rough equivalent of the cost of Sewer that was apparently not used during the leak

Allow credit application for only those units that install technology to monitor for leaks

**VILLAGE OF TAOS SKI VALLEY  
ORDINANCE NO. 2019-68**

**ORDINANCE NO. 2019-68 APPROVING  
WATER, SEWER, AND TRASH RATES FOR FISCAL YEAR 2020**

**Whereas**, the Village of Taos Ski Valley Council approved the fiscal year 2019 budget without a compensating increase; and,

**Whereas**, in regards to the water/sewer rates, the FY 2020 budget summary states "staff is recommending a 4% increase in the fixed and variable Water and Sewer rates. This equates to the variable rate going from \$0.0454/gallon to \$0.0472/gallon, or a \$.0018/gallon increase, and fixed service rate going from \$56.82/EQR to \$59.09/EQR, or an increase of \$2.27EQR;"

**Whereas**, waste products are best managed by mitigating environmental impact throughout the community, through a stable, comprehensive system that encourages reduction in solid waste in the local environment. "Waste Mitigation" fees are required;

**Whereas**, in regards to the "Waste Mitigation" (trash collection) rates; the budget summary states staff is requesting a 5% increase to the "Waste Mitigation" fee. Waste Mitigation fees would go from \$4.77 to \$5.01 per EQR, or up \$.24/EQR;"

**Whereas**, the budget summary will also be adopted and approved as part of the fiscal year 2020 budget;

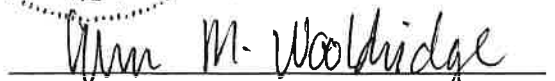
**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY, NEW MEXICO:**

That the 4% increase to water/sewer rates in Fiscal Year 2020 and 5% increase to the "Waste Mitigation" (trash collection) fee stipulated in the fiscal year 2020 budget summary will be confirmed and implemented as of July 1, 2019, and future rate adjustments will be approved through Council Resolution

PASSED, ADOPTED AND APPROVED this 11th day of June, 2019



CHRISTOF BROWNELL, Mayor

  
ANN M. WOOLDRIDGE, Village Clerk

Here is a simplified version of the Village water and sewer billing as it stands today. This system has not essentially changed for a number of years.

The Village Water and Sewer is a separate fund within the Village Budget and as such is expected to pay for itself. Obviously dependent on visitors the revenue is a little variable.

On average it costs about \$1,000,000 per year to run the plant and do maintenance on the village wide system. The number of paying customers is about 180, most condos have one meter and divide up their bill.

To pay for the system the village chose to base billing on usage. To guarantee income all year round the bill is subdivided into a fixed charge and a usage charge. The fixed charge is based on a customer's past usage and over a year is approximately  $\frac{1}{2}$  of a customer's bill.

Everyone is charged the same rate so basically the more you use the more you pay. Every year the fixed portion is reviewed based on the customer's usage, if you make major changes to your usage it will be reflected in the next year's fixed charge,

The Village total is just under 10,000,000 galls per year. Even if we dispensed with the fixed charge we would have to double the usage fee and everyone would end up paying the same in the end.

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

---

**AGENDA ITEM TITLE:** Consideration to Approve Credit Request for Alpine Village Suites May Utility Bill

**DATE:** July 14, 2020

**PRESENTED BY:** Ann Marie Wooldridge, Village Clerk

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:**

The current Revenue Collection Policy was applied in determining a credit for the May bill for Alpine Village Suites. The credit allowed was \$745.88 which was applied in June. The Cottams have requested that the Mayor and Council consider additional credits for this bill.

Please find attached the request from John Brooke Cottam as well as the credit.

**RECOMMENDATION:** Staff recommends discussion of this request.

## Village of Taos Ski Valley

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**From:** Alpine Village Suites <info@alpine-suites.com>  
**Sent:** Thursday, July 9, 2020 11:12 PM  
**To:** Village of Taos Ski Valley  
**Subject:** May of 2020 Water Bill Adjustment Request for Alpine Village

Dear Taos Ski Valley Mayor and Council Members,

Alpine Village had a water leak in May of 2020 and the bill was \$7,404.82 with usage of 95,050 gallons of water despite the fact the hotel and ski shops were closed for almost the entirety of the month. Last year our usage for the month of May 2019 was only 13,450 gallons.

This mystery leak is still being investigated! We have had our plumber inspect the property and have also received help monitoring usage throughout the month of June from Neal King. That said, we are happy to report that the Alpine Village bill for the month of June 2020 was back in line with last year's bill for June 2019.

Alpine Village is asking the TSV Mayor and Council Members to forgive the excess water that was billed over May of 2019's bill due to this mysterious leak.

Thank you in advance for your consideration.

Sincerely,

John Brooke Cottam

—  
**Alpine Village Suites**  
<http://www.alpine-suites.com>  
800-576-2666

## **Ann Marie Wooldridge**

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**From:** Ann Marie Wooldridge  
**Sent:** Thursday, June 18, 2020 6:12 PM  
**To:** johnbrookecottam@gmail.com  
**Subject:** May water/sewer bill  
**Attachments:** Alpine Village WaterSewer Credit Calculator 2020.xlsm.xlsx; Revenue Collection Policy 2014.pdf

Hi John,

Sorry to be getting this to you so late and that is why I'm sending an email instead of calling.

I made the calculation according to the Village's revenue collection policy which determines the process of giving credits. The policy and the calculator are attached. This shows that a credit of \$745.88 is allowed under the policy. If you wish to appeal this, you can request for presentation to the Village Council. They are the only ones who can authorize action outside of the policy, because we are a local government.

Best regards,

Ann Marie

*Ann M. Wooldridge*

Ann Marie Wooldridge, CMC  
Village Clerk

Village of Taos Ski Valley  
PO Box 100  
7 Firehouse Road  
Taos Ski Valley, NM 87525

[awooldridge@vtsv.org](mailto:awooldridge@vtsv.org)  
575-776-8220, ext. 3 (office)  
575-776-1145 (fax)

- - *Providing Infrastructure & Services to a World Class Ski Resort Community* - -

Alpine Village

Fiscal Year	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2015 /2016	55,950	34,700	21,900	50,800	58,850	78,483	261,750	143,150	84,900	14,450	1,000	35,750	841,683
2016 /2017	50,000	42,000	38,950	33,600	34,450	69,400	89,200	63,850	72,100	37,450	22,900	40,000	593,900
2017 /2018	61,000	55,100	43,250	75,050	22,200	49,450	94,850	61,950	72,650	13,400	15,950	37,350	602,200
2018 /2019	65,200	53,650	54,300	59,000	93,000	72,950	93,350	76,600	98,200	25,700	13,450	39,200	744,600
2019 /2020	62,650	62,500	77,000	46,100	37,850	63,900	93,900	78,150	52,500	7,550	95,050		677,150
2020 /2021													
Total Gallons Used													95,050
Less:													80,000
Total Credit													15,050
Price/Gallon													0.0472
Total Credit													\$710.36

\$35.52	Total Credit
\$745.00	

= highest  
= double highest



June 17 2020

Turning water & Sanitation  
TAS Ski Valley N. Mex

To Whom this Concerns,

Alpine Village HAS A 'water Leak' LEAK  
we discovered in our water Bill for the  
Month of May. Our facility was closed most  
of the month of May and the Bill showed  
more usage than we had in Feb & March.  
I am asking for my Bill to be adjusted.  
We have been unable to find the leak!  
I have to work with water department and our  
plumber to find leak! THANKS in Advance  
for your help.

Sincerely

John Brooke Cottam

John Brooke  
Cottam

770-7578

johnbrookecottam@gmail.com

# The Village of Taos Ski Valley

Account History Report Sorted by Account# for: 01/31/14 through: 05/31/20  
Range: H-01 through: H-01  
Summary Version

Date: 6/18/2020 Page: 1

Acct #	Name	Billing Date	Current Reading	Units Used	Payments	Arrearage	Current +Tax & S.C.	Total Due
H-01	ALPINE VILLAGE	01/31/14	135010	73200 G	5918.42	0.00	5429.12	5429.12
	ALPINE VILLAGE	02/28/14	135915	66050 G	5429.12	0.00	5128.82	5128.82
	ALPINE VILLAGE	03/31/14	137040	84950 G	5128.82	0.00	5922.62	5922.62
	ALPINE VILLAGE	04/30/14	137430	28900 G	5922.62	0.00	3568.52	3568.52
	ALPINE VILLAGE	05/31/14	137825	30150 G	3568.52	0.00	3621.02	3621.02
	ALPINE VILLAGE	06/30/14	138170	17450 G	3621.02	0.00	3087.62	3087.62
	ALPINE VILLAGE	07/31/14	138980	57700 G	3087.62	0.00	4571.15	4571.15
	ALPINE VILLAGE	08/31/14	139545	36800 G	4571.15	0.00	3675.80	3675.80
	ALPINE VILLAGE	09/30/14	139985	26550 G	3675.80	0.00	3236.69	3236.69
	ALPINE VILLAGE	10/31/14	140415	24350 G	3236.69	0.00	3142.44	3142.44
	ALPINE VILLAGE	11/30/14	140730	18250 G	3142.44	0.00	2881.12	2881.12
	ALPINE VILLAGE	12/31/14	141580	60850 G	2881.12	0.00	4706.10	4706.10
	ALPINE VILLAGE	01/31/15	142655	71000 G	4706.10	0.00	5140.93	5140.93
	ALPINE VILLAGE	02/28/15	143470	53450 G	5140.93	0.00	4389.08	4389.08
	ALPINE VILLAGE	03/31/15	144625	83750 G	4389.08	0.00	5687.14	5687.14
	ALPINE VILLAGE	04/30/15	145090	36900 G	5687.14	0.00	3680.08	3680.08
	ALPINE VILLAGE	05/31/15	145380	18900 G	3680.08	0.00	2908.96	2908.96
	ALPINE VILLAGE	06/30/15	145715	19350 G	2908.96	0.00	2928.24	2928.24
	ALPINE VILLAGE	07/31/15	146505	55950 G	2928.24	0.00	4411.83	4411.83
	ALPINE VILLAGE	08/31/15	147035	34700 G	4411.83	0.00	3474.70	3474.70
	ALPINE VILLAGE	09/30/15	147430	21900 G	3474.70	0.00	2910.22	2910.22
	ALPINE VILLAGE	10/31/15	148100	50800 G	2910.22	0.00	4184.71	4184.71
	ALPINE VILLAGE	11/30/15	148840	58850 G	4184.71	0.00	4539.72	4539.72
	ALPINE VILLAGE	12/31/15	150735	158900 G	4539.72	0.00	8951.92	8951.92
	ALPINE VILLAGE	01/31/16	153640	261750 G	8951.92	0.00	13487.61	13487.61
	ALPINE VILLAGE	02/29/16	155345	143150 G	13487.61	0.00	5503.30	5503.30
	ALPINE VILLAGE	03/31/16	156495	84900 G	8257.35	-2754.05	5688.52	2934.47
	ALPINE VILLAGE	04/30/16	156725	14450 G	2934.47	0.00	2581.68	2581.68
	ALPINE VILLAGE	05/31/16	156780	1000 G	2581.68	0.00	1988.53	1988.53
	ALPINE VILLAGE	06/30/16	157310	35750 G	0.00	1988.53	3550.84	5539.37
	ALPINE VILLAGE	07/31/16	157985	50000 G	5509.54	29.83	4504.17	4534.00
	ALPINE VILLAGE	08/31/16	158560	42000 G	4534.00	0.00	4136.64	4136.64
	ALPINE VILLAGE	09/30/16	159105	38950 G	4136.64	0.00	3996.70	3996.70
	ALPINE VILLAGE	10/31/16	159600	33600 G	3996.70	0.00	3751.21	3751.21
	ALPINE VILLAGE	11/30/16	160100	34450 G	3751.21	0.00	3790.22	3790.22
	ALPINE VILLAGE	12/31/16	161160	69400 G	3790.22	0.00	5393.89	5393.89
	ALPINE VILLAGE	01/31/17	162390	89200 G	5393.89	0.00	6302.42	6302.42
	ALPINE VILLAGE	02/28/17	163365	63850 G	6302.42	0.00	5139.24	5139.24
	ALPINE VILLAGE	03/31/17	164450	72100 G	0.00	5139.24	5594.87	10734.11
	ALPINE VILLAGE	04/30/17	164965	37450 G	10657.02	77.09	3929.03	4006.12
	ALPINE VILLAGE	05/31/17	165295	22900 G	4006.12	0.00	3260.24	3260.24
	ALPINE VILLAGE	06/30/17	165855	40000 G	3260.24	0.00	4044.87	4044.87
	ALPINE VILLAGE	07/31/17	166710	61000 G	4044.87	0.00	5224.18	5224.18
	ALPINE VILLAGE	08/31/17	167560	55100 G	5224.18	0.00	4942.93	4942.93
	ALPINE VILLAGE	09/30/17	168255	43250 G	4942.93	0.00	4169.56	4169.56
	ALPINE VILLAGE	10/31/17	169280	75050 G	0.00	4169.56	6164.96	10334.52
	ALPINE VILLAGE	11/30/17	169710	22200 G	10334.52	0.00	3374.58	3374.58
	ALPINE VILLAGE	12/31/17	170425	49450 G	0.00	3374.58	4673.59	8048.17
	ALPINE VILLAGE	01/31/18	171735	94850 G	11422.75	-3374.58	6837.81	3463.23
	ALPINE VILLAGE	02/28/18	172620	61950 G	3463.23	0.00	5269.47	5269.47
	ALPINE VILLAGE	03/31/18	173630	72650 G	0.00	5269.47	5858.58	11128.05
	ALPINE VILLAGE	04/30/18	173825	13400 G	11128.05	0.00	2955.09	2955.09
	ALPINE VILLAGE	05/31/18	174145	15950 G	2955.09	0.00	3076.65	3076.65
	ALPINE VILLAGE	06/30/18	174710	37350 G	3076.65	0.00	4096.79	4096.79
	ALPINE VILLAGE	07/31/18	175630	65200 G	4096.79	0.00	5655.42	5655.42
	ALPINE VILLAGE	08/31/18	176405	53650 G	5570.59	84.83	4875.08	4959.91
	ALPINE VILLAGE	09/30/18	177175	54300 G	4959.91	0.00	4904.79	4904.79
	ALPINE VILLAGE	10/31/18	177995	59000 G	4904.79	0.00	5128.84	5128.84
	ALPINE VILLAGE	11/30/18	179185	93000 G	5128.84	0.00	6749.62	6749.62
	ALPINE VILLAGE	12/31/18	180240	72950 G	6749.62	0.00	5793.84	5793.84
	ALPINE VILLAGE	01/31/19	181580	93350 G	0.00	5793.84	6853.22	12647.06
	ALPINE VILLAGE	02/28/19	182690	76600 G	12560.15	86.91	5969.13	6056.04
	ALPINE VILLAGE	03/31/19	184050	98200 G	6056.04	0.00	6997.50	6997.50
	ALPINE VILLAGE	04/30/19	184415	25700 G	6997.50	0.00	3541.43	3541.43
	ALPINE VILLAGE	05/31/19	184685	13450 G	3541.43	0.00	2957.47	2957.47
	ALPINE VILLAGE	06/30/19	185250	39200 G	2957.47	0.00	4184.97	4184.97
	ALPINE VILLAGE	07/31/19	186090	62650 G	4184.97	0.00	5799.08	5799.08

# The Village of Taos Ski Valley

Account History Report Sorted by Account# for: 01/31/14 through: 05/31/20

Range: H-01 through: H-01

Summary Version

Date: 6/18/2020 Page: 2

<u>Acct #</u>	<u>Name</u>	<u>Billing Date</u>	<u>Current Reading</u>	<u>Units Used</u>		<u>Payments</u>	<u>Arrearage</u>	<u>Current +Tax &amp; S.C.</u>	<u>Total Due</u>
	ALPINE VILLAGE	08/31/19	186925	62500	G	5799.08	0.00	5791.64	5791.64
	ALPINE VILLAGE	09/30/19	187880	77000	G	5791.64	0.00	6510.26	6510.26
	ALPINE VILLAGE	10/31/19	188550	46100	G	6510.26	0.00	4978.86	4978.86
	ALPINE VILLAGE	11/30/19	189130	37850	G	4978.86	0.00	4569.99	4569.99
	ALPINE VILLAGE	12/31/19	190165	63900	G	4569.99	0.00	5861.03	5861.03
	ALPINE VILLAGE	01/31/20	191585	93900	G	5861.03	0.00	7347.83	7347.83
	ALPINE VILLAGE	02/29/20	192765	78150	G	7347.83	0.00	6567.26	6567.26
	ALPINE VILLAGE	03/31/20	193560	52500	G	6567.26	0.00	5296.04	5296.04
	ALPINE VILLAGE	04/30/20	193640	7550	G	5296.04	0.00	3068.32	3068.32
	ALPINE VILLAGE	05/31/20	194625	95050	G	3068.32	0.00	7404.82	7404.82

	4348500	370786.76	372273.16
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<b>Count: 77</b>	<b>Report Totals:</b>	<b>4348500</b>	<b>370786.76</b>	<b>372273.16</b>
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Note: \* Indicates child account not included in gallons total

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

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**AGENDA ITEM TITLE:** Consideration to Approve Pursuing a Purchase and Sale Agreement with Mickey Blake for Property Located West of the Village Property at 7 Firehouse Road Offices

**DATE:** July 14, 2020

**PRESENTED BY:** John Avila

**STATUS OF AGENDA ITEM:** New Business

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

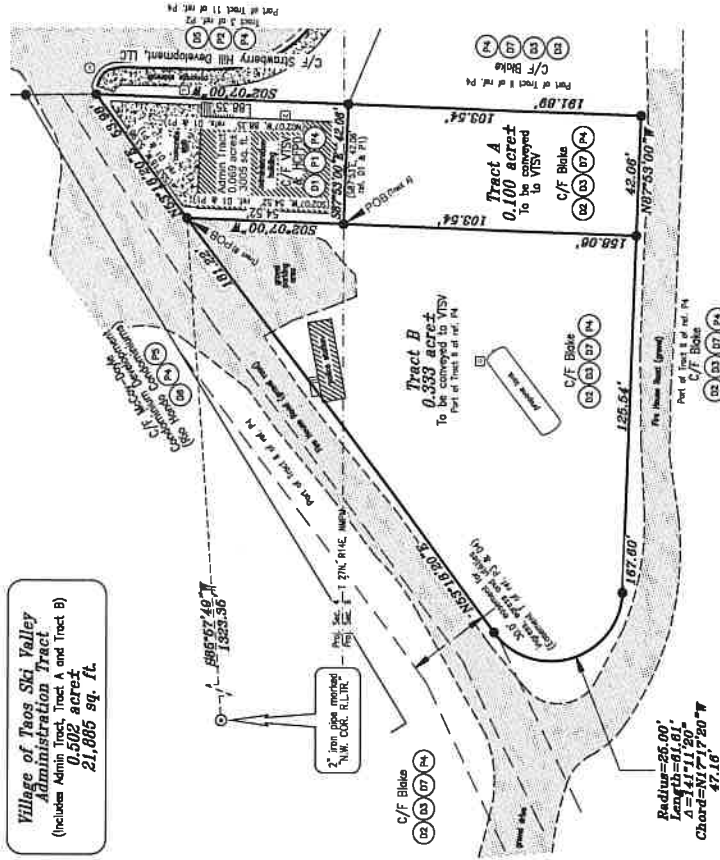
**BACKGROUND INFORMATION:**

The Village property at 7 Firehouse Road contains the Village offices and Fire Station One of the Village Fire and EMS Departments. The Village currently leases a portion of the property adjacent to the West for the Police Office Trailer and parks Emergency Response (Fire/EMS, Police) vehicles, and Visitor and Staff parking on the same property.

These lands are not yet for sale to the public and the Village has an opportunity to enter into a purchase agreement to secure the property for Village Facilities including construction of proper Fire Equipment Buildings.

**RECOMMENDATION:** Staff recommends the pursuit of a purchase and sale agreement for the property West of the 7 Fire House Road Property and generally described in the attached drawing. **See Attached:**

# Within the Antoine Leroux Grant in The Village of Taos Ski Valley, Taos County, New Mexico



## LOT LINE ADJUSTMENT Sheet 2 of 2

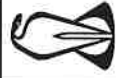
### LAND DIVISION SURVEY

Current owners: Michael H. Blake and Adriana R. Blake  
Projected Sections 4 & 9, T 27N, R 14E, NMPM

Survey plat prepared for:

**The Village of Taos Ski Valley  
Administration**

Red Tail Surveying, Inc.  
Complete Land Surveying and  
Earth Information Services  
301-A Hyde Street  
Taos, New Mexico 87571-4654  
www.redtailsurveying.com



### BEARING BASE

Bearings of this survey are based on measured  
topographic control values from a permanent  
reference corner established by the State Survey  
(opius), and are indexed to New Mexico  
State Plane Grid north.

Robert A. Watt, NMPS #11770  
Date  
20 December 2019