



**VILLAGE COUNCIL REGULAR MEETING AGENDA
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, NOVEMBER 23, 2021 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 OCTOBER 26, 2021 VILLAGE COUNCIL REGULAR MEETING**
- 5. PRESENTATION FOR POLICE CHIEF SAMMY TRUJILLO**
- 6. CITIZEN'S FORUM** –for non-agenda items only. Limit to 5 minutes per person (please email awooldridge@vtsv.org to sign up)
- 7. COMMITTEE REPORTS**
 - A. Planning & Zoning Commission
 - B. Public Safety Committee
 - C. Firewise Community Board
 - D. Parks & Recreation Committee
 - E. Lodger's Tax Advisory Board
 - F. Capital Advisory Infrastructure Committee
- 8. REGIONAL REPORTS**
- 9. MAYOR'S REPORT**
 - A. Interim Police Chief Appointment
- 10. STAFF REPORTS**
 - A. Administrator Avila
 - B. Finance Director Grabowski
 - C. Police Department
 - D. Fire Chief Molina
 - E. Building Official Bowden
 - F. Planning Director Nicholson
 - G. Public Works Director Martinez
 - H. Clerk Wooldridge
 - I. Attorney Baker
- 11. OLD BUSINESS**
 - A. PUBLIC HEARING:** Consideration to Adopt **Amended Ordinance No. 2022-30** Approving Rezoning of Bull of the Woods Lots B & C from Special Use Zone to Residential Zone
- 12. NEW BUSINESS**
 - A. Consideration to Approve **Resolution No. 2022-493** A Resolution Requesting Acceptance and Approval of the FY2021 Final Audit
 - B. Consideration to Approve **Resolution No. 2022-492** Approving Application and Funding for a Village Contract Postal Unit
 - C. Consideration to Approve **Resolution No. 2022-494** Approving the FY2022 Legislative Priority
 - D. Consideration to Approve Memorandum of Agreement between the Village of Taos Ski Valley and the Town of Taos for NMRTD Bus Service for the 2021/2022 Winter Season
 - E. Consideration to Approve Memorandum of Agreement between the Village of Taos Ski Valley and Taos County for NMRTD Bus Service for the 2021/2022 Winter Season
 - F. Discussion of P&Z Commission Appointments

13. MISCELLANEOUS

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

15. ADJOURNMENT

Meeting packet can be viewed on the Village web site at
<https://www.vtsv.org/village-government/village-council/meetings-agendas-minutes/>

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



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**VILLAGE COUNCIL REGULAR MEETING
DRAFT MINUTES
VIA ZOOM TELE CONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, OCTOBER 26, 2021 2:00 P.M.**

1. CALL TO ORDER & NOTICE OF MEETING

The regular meeting of the Village of Taos Ski Valley Council was called to order by Mayor Brownell at 2:00 p.m. 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
Fire Chief Roberto Molina
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 SEPTEMBER 28, 2021 VILLAGE COUNCIL REGULAR MEETING and the OCTOBER 12, 2021 VILLAGE COUNCIL SPECIAL MEETING

MOTION: To approve both minutes as presented

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

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

A. Homeowner Mike Fitzpatrick asked about the status of the undergrounding of electric lines in Amizette and wondered if the project had stalled.

B. VTSV Taos Chamber Director Courtney Tucker invited the community to attend the Chamber meeting on Wednesday, November 10, 2021 at 5:00 p.m. via Zoom. She offered sanitizing supplies to members during the upcoming ski season if needed. The Chamber will be providing "meet and greet" staff on The Blake Plaza during the winter season.

6. COMMITTEE REPORTS

A. Planning and Zoning Commission –Commission Chair Wittman reported that the Commission met on October 4, 2021. A Public Hearing was conducted on whether the Commission should recommend to Council

approval of an Amended Ordinance 2022-30 to include a zoning change from Special Use to Residential for Bull of the Woods lots B & C, at the end of Snowshoe Road. The amended ordinance was recommended for Council consideration by a vote of 5-0.

The next P&Z meeting is scheduled for November 1, 2021.

B. Public Safety Committee – Chairman Neal King reported on activity at the Public Safety and Firewise Board meetings from October 4, 2021. Chairman King said a potential Firewise Resolution is still being considered as well as discussion of a monitoring method for all properties. Amizette electrical undergrounding details were discussed, as well as the new hires in the Fire/EMS Department. An initial letter to homeowners is awaiting Staff approval.

Next meetings will take place on November 1, 2021.

C. Firewise Community Board of Directors -see above

D. Parks & Recreation Committee – Committee Chair Kett reported that the fall appreciation event is still being planned at Hiker Parking for Thursday, October 28, 2021. The new bathroom at Hiker Parking has been successfully installed. Next meeting

E. Lodger's Tax Advisory Board – no report

F. Capital Infrastructure Advisory Committee – Chairman Ben Cook reported that the Committee met and unanimously approved the Updated Reports.

7. REGIONAL REPORTS

NRTPO met about regional transportation projects and an updated Census report.

8. MAYOR'S REPORT

Mayor Brownell said that the Village is working to maintain the Village Contract Postal Unit (CPU) contract. At the IGC meeting, there was new Census information, and the landfill is continuously under review. The KCEC new solar project is underway though finding labor to complete the project has proved difficult.

9. STAFF REPORTS

Staff reports were included in the Council packet and were posted to the Village web site. Administrator Avila highlighted parts of his report. He noted that when the Kit Carson meter is provided at a property line, the homeowner is required to connect. Work is in progress to connect the Kachina Water Tank and to get the two parts of the tank operational. Testing is being conducted and work is underway to get the Kachina area buildings connected. TSVI Peter Talty recommended that a forensic study should be conducted on expenses to date and on the current functioning status of the tank and connecting lines.

Fire Chief Molina introduced the two new part-time Fire/EMS employees.

Clerk Wooldridge reported that the Taos County Clerk was running the November 2, 2021 Local Election for two TIDD Board Member positions. An error was made with the initial ballot, but the Taos County Clerk was able to contact the two early voters in order for them to re-vote on the corrected ballot. Voting on November 2, 2021 will be held at the Inn at Taos Valley, 1314 A Highway 150, in the Village of Taos Ski Valley.

10. OLD BUSINESS

A. PUBLIC HEARING: Consideration to Approve **Ordinance No. 2022-30** Amending Village Zoning Ordinance No. 17-30 to Include Provisions Regarding Cannabis Establishments and Uses and Amending the Village's Official Zoning Map to Create a Cannabis Overlay Zone

The proposed ordinance amendments create zoning regulations regarding the use, sale, production, manufacturing, and cultivation of cannabis. According to the New Mexico Cannabis Regulation Act ("the Act"), the Village has the authority to regulate the "time, place and manner" of cannabis uses within the Village limits. Village staff proposed, and the Planning & Zoning Commission endorsed, creating a "Cannabis Overlay Zone" where certain retail establishments would be allowed. The Cannabis Overlay Zone is defined in the proposed amendments to our zoning regulations, Ordinance No. 17-30, Section 17. Creation of this District also requires amendment to the original Zoning Map, Ordinance No. 17-30, Section 10.

The exhibits include overlay maps defining the proposed Cannabis Overlay Zone, with options for retail uses in Amizette and portions of the Village Core. Because the Village Core District Zoning in Ordinance No. 17-30 currently requires that all commercial and retail uses (non-skier related) must receive a conditional use permit, the same would be true for a cannabis establishment. The current proposals allow for retail cannabis establishments as a permissive use in the "C-B Commercial /Business Zone" District. Consumption areas are not allowed in any zone district. The New Mexico Cannabis Act allows for local governments to ban consumption areas, but not cannabis establishments in general. In addition, consumption areas require a separate State license.

Cannabis establishments for manufacturing, production or cultivation are not allowed in the C-B Commercial /Business Zone or Village Core. In addition, no cannabis establishments are allowed in the Residential Zone or as a Home Occupation. They are proposed to be allowed for cultivation/farming in the Farming & Recreation Zone, and for cultivation, manufacturing, and production in the Industrial Zone, but only as conditional uses, due to their potential impact on surrounding neighbors.

PUBLIC HEARING: Mayor Brownell opened the Public Hearing. Speaking in favor was Homeowner Ben Cook who said that it made sense to implement some regulations pertaining to the Cannabis Act. Speaking against was homeowner Chistina Beato who said that she was against it unless allowed only in a designated area to protect children. Mayor Brownell closed the Public Hearing.

MOTION: To Approve Ordinance No. 2022-30 Amending Village Zoning Ordinance No. 17-30 to Include Provisions Regarding Cannabis Establishments and Uses and Amending the Village's Official Zoning Map to Create a Cannabis Overlay Zone

Motion: Councilor Stagg

Second: Councilor King

Discussion took place. This ordinance can be changed later if the need arises. Public consumption is not allowed under these regulations.

Mayor Brownell called for a vote.

Passed: 4-0

11. NEW BUSINESS

A. Consideration to Approve, Publish, and Post Amended Ordinance 2022-30 Approving Rezoning of Bull of the Woods Lots B & C from Special Use Zone to Residential Zone

Per application of the new property owner, a zone change is requested from Special Use Zone to Residential Zone to better conform with the zoning and use of surrounding properties and align with future development intentions. Under the current Special Use Zone, residential construction is not permitted. During the P&Z October 4, 2021 meeting, the Village Planning and Zoning Commission voted to recommend approval of Amended Ordinance 2022-30.

The applicant has provided a preliminary site plan of the future property development and brief proposal narrative, which are included as Exhibits A-B.

The subject properties are located North of Bull of the Woods Road between Bull of the Woods Road and the Rio Hondo. These properties are two of three lots in the area presently zoned Special Use (SU). They are the two uppermost properties - see Exhibit C.

RECOMMENDATION: As this is the first reading of this Ordinance, a motion to approve, publish, and post should be considered. The Planning & Zoning Commission and Staff recommend approval of Amended Ordinance 2022-30 at the November 23, 2021 Council Meeting at the second reading, after a Public Hearing is held.

MOTION: To Approve, Publish, and Post Amended Ordinance 2022-30 Approving Rezoning of Bull of the Woods Lots B & C from Special Use Zone to Residential Zone

Motion: Councilor Kern

Second: Councilor King

Passed: 4-0

B. Consideration to Approve Resolution No. 2022-489 Requesting a Permanent Budget Adjustment (BAR) Transferring Funds from the General Fund Reserve (43) and into the Water (01) and Sewer (02) Enterprise Funds

Despite being in a pandemic situation the budget was submitted assuming sufficient revenues to cover expenses in water and sewer. With increases in insurance, debt service and expenses, and decreases in sales, revenues have not been sufficient to cover the increases, creating a negative ending 1st quarter fund balance of (\$17,237.05) in the Water fund. Quarterly reports cannot be submitted to the Department of Finance with a negative balance unless it is a reimbursable grant. The Sewer enterprise fund has an ending first quarter balance of \$882.50. With the majority of businesses closed until the ski season, utility sales may not be sufficient to cover the utility expenses.

Director Grabowski said that in reviewing utility sales and expenses for Oct-Dec 2020, there was a shortfall of approximately -\$17,000 in water and a shortfall of -\$31,000 in sewer. A BAR was done last year for \$15,000 to alleviate shortfalls in sewer at that time. Based on these calculations, along with increases to debt service reserves, staff proposes a BAR to the FY2022 budget to move \$100,000 out of the General Fund and move \$50,000 each into the water and sewer funds.

MOTION: To Approve Resolution No. 2022-489 Requesting a Permanent Budget Adjustment (BAR) Transferring Funds from the General Fund Reserve (43) and into the Water (01) and Sewer (02) Enterprise Funds

Motion: Councilor Wittman

Second: Councilor Kern

Director Grabowski explained that either rates would have to increase, or else sales would have to increase in order to make up the shortfalls. Council members said that there was not obligation for enterprise funds to run on their own.

Mayor Brownell called for a vote.

Passed: 4-0

C. Consideration to Approve Resolution No. 2022-490, A Resolution Authorizing and Approving Financial Assistance from the New Mexico Department of Transportation (NMDOT) FY2022-2023 Municipal Arterial Program (MAP) Cooperative Agreement

The Village Council needs to approve a Resolution to obtain New Mexico Department of Transportation (NMDOT) funding. After passage of the Resolution, the NMDOT will draft a contract for Village approval for the 2022 road project. The Village requests that NMDOT contribute \$93,333.00 with the Village to match or exceed \$31,111.00 for a total contract price of \$124,444.00, which is consistent with recent funding applications with NMDOT.

The project scope of work is drainage structures, culverts, blading, reshaping, hauling, disposal, placement, and compaction of all materials. The Village also plans to continue to apply base course and dust control materials throughout the Village to build up the roads due to material loss from erosion.

Director Martinez explained that the agreement had already been approved by Council in June 2021 but that a Resolution had not been approved for this item.

MOTION: To Approve Resolution No. 2022-490, A Resolution Authorizing and Approving Financial Assistance from the New Mexico Department of Transportation (NMDOT) FY2022-2023 Municipal Arterial Program (MAP) Cooperative Agreement

Motion: Councilor Stagg

Second: Councilor Wittman

Passed: 4-0

D. Consideration to Approve Resolution 2022-491 Election Resolution

Clerk Wooldridge explained that between October 2, 2021 and November 1, 2021 a municipality must notify the Secretary of State of all municipal positions to be filled at the next local government election. The Village of Taos Ski Valley Council has opted to participate in the Municipal Officer Election, with elections in March of even-numbered years as was previously the standard for municipalities. Elected Officials serve four-year terms unless circumstances require otherwise.

The NM Secretary of State shall issue an election proclamation on December 1, 2021 which shall be published in conformance with the requirements. At the March 1, 2022 Municipal Officer Election for the Village of Taos Ski Valley, the positions on the ballot will be the Mayor and two Councilors.

MOTION: To Approve Resolution 2022-491 Election Resolution

Motion: Councilor Wittman

Second: Councilor King

Passed: 4-0

E. Council Acknowledgement of the FY2022 1st Quarter Financial data for Submission to the Department of Finance, Local Government Division by October 31, 2021

As per the Department of Finance (DFA), Local Government Division, it is required to have the quarterly financial information submitted no later than 30 days after the close of each quarter. The summary report to be submitted to DFA by October 31, 2021, and the Profit and Loss from July 1-September 30, 2021 were presented. Staff is submitting this report to the Council for its review and acknowledgement of the financial status of the Village as of September 30, 2021.

MOTION: To Acknowledge the FY2022 1st Quarter Financial data for Submission to the Department of Finance, Local Government Division by October 31, 2021

Motion: Councilor Stagg

Second: Councilor King

Passed: 4-0

F. PUBLIC HEARING: Consideration to Approve Application No. 1023553, Transfer of Ownership & Change of Location of Dispenser Liquor License No. 0201 by Cid's Mountain Market at 200 Thunderbird Road Unit 102

The Village received notification from the NM Regulation and Licensing Department that CID'S Mountain Market has applied for transfer of ownership and change of location for Dispenser Liquor License number 0201. The application has preliminary approval from the Director of the NM Regulation and Licensing Department.

The Governing Body shall hold a Public Hearing in the question of whether the NM Regulation and Licensing Department should approve the proposed issuance, within forty-five (45) days after receipt of the notice of preliminary approval from the NM Regulation and Licensing Department, and after the notice has been published for thirty (30)

days. Notice of the Public Hearing has been published for thirty days, beginning on September 16, 2021 and subsequently on September 23, 2021, as required.

PUBLIC HEARING: Mayor Brownell opened the Public Hearing. Speaking in favor were Angelica Robinson, applicant, who said that they are excited to do business in Taos Ski Valley. Also speaking in favor were TSVI Chaz Rockey, homeowner Chistina Beato, TSVI David Norden, homeowner Ben Cook, and homeowner Trudy DiLeo. No one spoke against. The Public Hearing was closed.

MOTION: To to Approve Application No. 1023553, Transfer of Ownership & Change of Location of Dispenser Liquor License No. 0201 by Cid's Mountain Market at 200 Thunderbird Road Unit 102

Motion: Councilor Wittman

Second: Councilor King

Passed: 4-0

G. Delivery by the Capital Infrastructure Advisory Committee of the Updated Recommendations Regarding the Village of Taos Ski Valley's Capital Improvements Plan, the Proposed Land Use Assumptions, and Development Impact Fee Schedule

CIAC Chair Ben Cook presented the Updated October 2021 Recommendations Regarding the Village of Taos Ski Valley's Capital Improvements Plan (CIP), the Proposed Land Use Assumptions, and Development Impact Fee Schedule. He said that the CIP project total costs had been reduced from \$58 million to \$32 million. He reported that Staff and the Committee had revisited and revised the numbers. Given this list of potential projects needed, it was now up to Council to decide the best possible fee schedule. Mr. Cook said that the fees, as proposed at this time, amount to approximately \$20,000 per unit of new development. It had been necessary to follow the steps outlined in the NM Development Fees Act, he reported, and that this was all part of the legal requirement in setting impact fees. Mayor Brownell thanked Chair Cook and Chair Cook in turn thanked the members of the Committee who had met many more times than originally planned. Planning Director Nicholson said that the Updated Recommendations would be taken to the P&Z Commission the following week.

H. Discussion and Direction to Create a future Budget adjustment Resolution to Fund a new Village accounting software and the Professional Services that are Required to Implement the System

Director Grabowski explained that several years ago, the Village attempted an implementation of Tyler Accounting Software which had been approved by the Council. Issues with QuickBooks data, lack of staffing and support, and continuing issues with the imported data caused the project to be halted and abandoned. She said that it is imperative to have accurate information in the accounting system to protect taxpayer dollars.

For the past two years the Village has utilized Southwest Accounting Solutions in Albuquerque, NM for auditing services. They have suggested both years that the Village move its financial data to a fund accounting software. QuickBooks software is utilized by small businesses and only has basic accounting functions. By transitioning to a robust fund accounting software, the financial information can be set up to mirror the State's information which would make reporting and auditing Village records easier and more efficient.

The Village tested Caselle fund accounting software at the same time they were considering Tyler. Caselle has two options for software: a hosted software, and a non-hosted. The base line cost estimate is \$62,000 for the non-hosted system, with a monthly fee of \$1,050. The base line estimate is \$20,000 for the hosted software with a monthly fee of \$1,800.00. Based on quotes, staff could anticipate a BAR of up to \$31,000 in this fiscal year which would be the cost due at contract signing, should staff determine that the non-hosted option is the better alternative. The other portion of the software expense along with the monthly fees would be budgeted in FY2023.

The project would be labor intensive and include many hours of staff training along with additional hours from the Village Bookkeeper. There may be some travel costs for staff training as Caselle has its hub in Salt Lake City, Utah although some of the trainings may be available virtually. Investigation of other accounting systems, procurement, and implementation is ongoing including the steps needed for supporting the transition to the system.

Staff recommends discussion and direction to create a budget adjustment in order to pay for new fund accounting software.

12. MISCELLANEOUS

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

The next meeting of the Village Council will be the Regular Meeting scheduled for November 23, 2021 at 2:00 p.m. via Zoom.

14. ADJOURNMENT

MOTION: To Adjourn

Motion: Councilor Wittman

The meeting adjourned at 4:00 p.m.

Second: Councilor King

Passed: 4-0

Christof Brownell, Mayor

ATTEST: _____
Ann M. Wooldridge, Village Clerk

John Avila
Village Administrator
Village of Taos Ski Valley Council
Monthly Briefing
November 23, 2021



*** Ongoing & Past Projects ***

COVID -19 - Pandemic Emergency:

In Taos County:

New Mexico now has the third highest case rate in the nation.

With vaccine efficacy waning and the high risk of transmission throughout the state, Governor Michelle Lujan Grisham 11/17/21 approved booster vaccines for all individuals aged 18 years and older living or working in the State of New Mexico. New Mexico joined six other states in taking this step.

The attached extract of four slides from the NMDoH's press conference last week illustrates why cases are increasing and the impact of the high case rate on our hospitals. Here is a summary.

1. Dr Scrase put forward three factors converging to produce a high and increasing case rate:
 - a. The highly transmissible delta variant became dominant in New Mexico in July and is hitting the unvaccinated population hardest. In the last month, the unvaccinated accounted for 72% of cases, 77% of hospitalizations, and 95% of deaths in New Mexico.
 - b. Waning compliance with Covid safe practices e.g. social distancing and mask wearing.
 - c. The delta variant and waning vaccine immunity over time are combining to produce more breakthrough cases.
2. The average breakthrough case occurs around 5½ months after full vaccination. New Mexico was early to vaccinate, we are well beyond 6 months since full vaccination for a lot of people. Booster shots will improve immunity.
3. Hospitals are at Crisis Standards of Care.
4. There were only 8 ICU beds available statewide the day before the press conference. They filled up overnight.

The NY Times did a good job illustrating the waning vaccine efficacy. A key takeaway, the vaccines continue to be effective and our best weapon against transmission and they are even more effective against severe illness and hospitalization.

In good news, Taos County saw a 38% decline in cases and an increased take up in vaccinations. 1.3% of Taos County adults received their first vaccine shot last week.

Summary:

- Nationally, cases were up 12% in the last week, up 18% in New Mexico, but down 38% in Taos County.
- The 7-day average daily case count in New Mexico increased to 1,383 cases per day from 1,179 last week. Having been as low as 581 on September 24.
- Current hospitalizations in NM increased 16%, the 7-day average is 492. The highest level since February 2, 2021.
- Average deaths per day in NM increased to 10 per day. Having reached a recent high of 11 on September 16.
- There were 76 new cases in Taos County last week, down from 123 the week before bringing the total to 2,694.
- There were no new deaths reported among Taos County residents last week. The total remains at 66.
- Testing in Taos County increased to a 7-day average of 182 tests per day, up from 149 last week.
- Taos County's crude positivity rate is 9% (14-day avg). The crude daily case count is 14 cases per day (14-day avg), above the old gating target of 3.28. Taos County's adult fully vaccinated rate is 86%.

Some businesses in the Village require testing of employees, or proof of vaccination. They plan to reinstate daily employee screening but will not be tracking employee locations when working away from the Ski Valley. On site testing availability for employees is a cost that is expected to have a higher benefit for employees. The Village is invited to participate in Consortium:

Chamber Covid Recommendations

- Vaccinations are recommended, Masks indoors are required _CT
- TSVI Requirements for staff_KGH
- Weekly Testing for all employees recommended _CT or KGH
 - Free Curative Test Sessions available in TSV one day a week staffed by Chamber or Resort staff/ No need for a nurse.
 - Free Vault tests available for home test kits/ issued upon request to businesses.
 - Holy Cross & Taos Youth & Family Ctr offering testing in town.
- Testing at Mogul Medical_Linda Lynch
- Home testing_Linda to speak to the Walgreens efficacy
- Winter Member business response/ dialog and exchange around testing, vaccinations.

Chamber will email Mask Up signs that you can print for your windows. Chamber will have sanitizer and mask supplies on opening weekend at the Taos Tent by the post office,

Village Offices are following the NM Department of Health Order and are still OPEN for visitors and operations 9AM -4PM M-F under mask and hygiene restrictions. These are to be evaluated with the next DOH amendment. Office staff can still request Work at Home, with a work accountability requirement. Yet we have a few COVID infections in our ranks.

Plan of Finance

Stiffel is ready to present the DRAFT Plan of Finance in a Work Study hopefully to be scheduled December 17,2021

Village Financial Advisor, Stiffel working to create a Plan of Finance model. We had narrowed the scope of specification for an estimate of work and have had contributing review by TSVI for an assignment to Stifel of the POF Model. At the project meeting with Stiffel in August, TSVI was invited to review the information to date and share data. As the POF develops further TSVI has offered to share information including estimates of water use expected in the future. Stiffel and TSVI met and TSVI information about capital expenditure, property tax, GRT allotment and expected growth trends is pending.

In order to get the best picture, the POF should take into account all variables. To get the report soon, determining all possible sources of funds is important to assumptions for POF. The Village water and sewer enterprise funds are increasingly subsidized by the General Fund. When using general fund dollars in an enterprise fund it is advised that the transaction be a loan with a prescribed repayment schedule. The Impact/Development Fee process is statutorily created to help fund expansion of systems and facilities and the burden is not transferred solely to the tax/rate payer. Knowing the level of development fee support will assist in the creation of the POF.

The Infrastructure Capital Improvement Plan is the list of projects that all public entities in New Mexico are required to submit to the State system in order to be considered eligible for funding managed

by the State. Projects that are on the CIP may also be listed on the ICIP so that if a grant is obtained the overall cost of projects and the cost to the Developers is reduced. That entry is due mid-September.

The **Capital Improvement Plan** is a statutory requirement for creating Development Impact Fees and includes the Critical Infrastructure Facilities that are needed for increased service level to support the investment of Property Developers. The Impact Fee/Development Fee is the charge all Developers pay for that portion of the cost for those facilities that reflects their fair share of the increased impact of development.

Legislative Priorities are asked for in the legislative process to focus on providing legislative capital outlay for a focused selection of projects throughout the state. Municipalities are asked to pass a resolution before the calendar year end identifying their top legislative priority. The Village has previously asked for public input in this process and the resolution should be heard by Council in November.

TIDD –

Entry Road development by Taos Ski Valley Inc. has been presented to the Village at the Council Work Shop 4/13 and questions and comments are provided to TSVI for their application to US Forest Service permit. The Village gave support to the US Forest Service Master Development Plan submission resolution. The project design review by the Village staff was conducted October 21 and we hope to have the design before Council for approval at the November 30, 2021 meeting.

Construction is completed and landscaping along the project for Thunderbird/Ernie Blake Roads projects is ongoing. One driveway correction is to be completed, however there is still evaluation of traffic and safety signage that is needed....

Compiling detailed financial documents for Strawberry Hill projects assist review for dedication being reviewed. Contemporaneous review and documentation of the projects within the Village was lacking and now requires the development and review of project documentation for the record of assets and fiduciary responsibility of the TIDD.

The Tax Increment Development District is the mechanism that certain economic development investments by the designated developer (TSVI) are to be funded by tax revenues from the Village, County and the State. The tax is charged in most areas of the Village for project funding and correction for misdirected payments is now addressed immediately. To avoid double dipping TIDD projects should not be part of the CIP consideration.

USPS

- Status of TSV Post Office; After learning of the evolving status of the TSV PO a Village Work Study was held on 10/12/21, Mayor Brownell sent a request letter to USPS Regional Manager, Ross Pfaff for continuation of a Contract Postal Unit. The request is under consideration and installation of Community Mail Boxes is delayed momentarily while an answer is pursued. If an option to continue the CPU is allowed, a permanent location will need to be determined while temporary operation may continue at the present site. A new CPU agreement must be entered into with a Taos Ski Valley entity. No private entity has taken steps for CPU application.
- The Village has made request as instructed by the Taos Post Office for application information.

WWTP

The Waste Water Treatment Plant meets the needs for system expansion, designed to process additional peak flows and protecting the water conditions of the area. In order to increase capacity needed within limited space and funding, a mechanical system was selected by Village for the Waste Water System upgrade. This system is more productive but requires more technical care.

Reporting to the project agency is still required along with detailed preparation of final completion. The continued corrections to the plant are required of the manufacturer, Ovivo. The design engineer must review and comment on outstanding issues with Ovivo before final plant completion can be accepted. Ongoing work for the Waste Water Treatment Plant includes continued optimized efficiency of the Ovivo System along with ongoing training. Ovivo engineers and technicians are in contact to address system operations issues including monitoring programs, improving the ultraviolet treatment and plumbing corrections. A letter addressing issues was delivered to Ovivo to address bond requirements, tests will be conducted this week, IWS will conclude a needs assessment by end of year.

Kachina Water Booster Station

Ensuring that the water delivery is optimum, Public Works has reviewed the onsite status of operating systems for the Kachin Tank including water delivery. The project will be accepted as final after conditions to correct segregation valves are met. Because of recent product lead times and season demands, the correction is unlikely before next spring.

Until the permanent Water Booster Station is built, the temporary pump station upgrades allow for remote automatic operation between the pumps and tank equipment. The temporary pump station is operational and can receive remote commands through the fiber installation. The temporary pump station has a limited useful life but will suffice until the permanent Kachina Water Booster Station is constructed for service of the Kachina Water Tank. Water Distribution lines from the Kachina Tank will also need to be constructed and are a priority project. With final agreements documents received Budget Adjustment and RFP are planned for December

Facility Undergrounding

KCEC is awaiting an answer after again submitting application with NMDOT for access on the south side of the highway. We don't have a report of progress with NMDOT yet. The work to obtain permission to underground in some locations due to US Forest Service property continues for the north side of NM 150. Preparation for the next construction season is underway.

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 Kit Carson Electrical Cooperative 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 Right of Way 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.

The Village has been able to utilize recently verified utility easements for access to the alleyway between Emma and Gearson and to book materials for the work. Once the trenching is scheduled the property owners will be notified of access to underground KCEC or they can use their own contractor after being approved for credit.

Additional underground installation is being accomplished with the TIDD Entryway projects in the parking lot, near Thunderbird Road and Firehouse Lane. These are predicted to allow removal of some overhead poles on Twinning Road. An underground connection for the Vehicle Maintenance Facility along with the Waste Water Treatment plant will allow removal of more overhead lines on NM150 and Ocean Blvd.

The joint trench installation of underground electricity with gas line expansion from Coyote – Phoenix is delayed by shortages in qualified operators. While KCEC obtains permit to start the KCEC underground project on the south side of NM150, the Village is pursuing a lower priority project for KCECUG.. Initial coordination of the VTSV, KCEC and NM Gas allowed a plan for a joint trench installation for both electricity and gas lines on Coyote, Chipmunk and 500 ft. of Phoenix. This project will eventually allow for several sections of overhead electrical line to be installed to underground as well as bring the NM gas facilities near properties along the route.

Village Complex –

The office assignment of the Police Department replaced the 20year assignment to a construction trailer with unfortunate air conditioning in the winter. The Village Offices at the “Taos Mountain Lodge” location can be housed in separate units. A double driveway is needed to improve traffic flow and parking at the site. The Building Inspector, Police and Fire Administration Offices are currently housed in Village units. The use of the units as office space and EMS bunking has reduced the average cost per unit of sewage pumping and utility use.

Application for a grant for an Administration Office is approved by the Office of the State Fire Marshal and awarded starting Fiscal Year 2022. The state office agrees that the advantages of having an Office for Fire/EMS Administration located on site are value for the firefighting effort.

The Village is required to man the Administration office with at least two part time paid staff. Although having other duties the staff must gain certification as a Fire Investigator and a Fire Inspector.

Beyond being able to inspect buildings for compliance and investigate fire emergencies the increased staff are available to respond to fires and other emergency calls.

Housing the Fire Administrative Office on site allows the Main Fire Station to have overnight bunking near the equipment for other emergency staff.

The percentage of time required to conduct the Inspection and Investigation responsibilities is only a small portion of the duty hours and staff will be available for emergency response for the majority of their shift.

There is increased interest among employees for housing at the Village Complex but the operation is an enterprise fund and must produce enough revenue to cover expenses.

Possible siting of the CPU at a unit in the Complex will require construction expense.

Items

- Recycling:

Taos County thanks us for willingness to partner on this critical service, the item is not on the 11/24/2 Agenda for the Landfill Board

Costs for contracting a CPU by the Village need further research:

| | |
|---------------|----------|
| Construction? | \$75,000 |
|---------------|----------|

| | |
|-------|----------|
| Rent? | \$25,000 |
|-------|----------|

| | |
|------------------------|----------|
| Bonding and Insurance? | \$10,000 |
|------------------------|----------|

| | |
|--------|----------|
| Staff? | \$25,000 |
|--------|----------|

| | |
|----------|----------|
| Revenue? | \$30,000 |
|----------|----------|

LEGEND

[illegible]

- 1) These drawings, the project specifications for the Village of Tosa Ski Valley (VSVS), the New Mexico Standard Specifications for Public Works, and the Federal Highway Administration's Manual of Practice, shall be the governing documents for all construction activities on this project. When conflict exists, the most stringent shall prevail. All drawings and specifications shall be in accordance with the latest editions of the referenced documents. If such conditions are encountered, the governing documents shall prevail in the above order of priority.
- 2) The contractor is responsible for obtaining all required permits prior to the commencement of any work on the project. Contact the Village of Tosa Ski Valley at 575-772-4620.
- 3) An Excavation Permit for Work in the Public Ways shall be obtained prior to commencement of work within the public right-of-way (R.O.W.).
- 4) The contractor shall be responsible for notifying the owner/developer of any problems in conforming to the approved plans for any element of the proposed improvement prior to the construction.
- 5) The Village of Tosa Ski Valley (VSVS) or it's designated representatives shall be responsible during construction activities to resolve construction problems due to changes in the approved plans. The contractor shall be responsible for notifying the VSVS of any portion of the proposed work. If the modifications required by MOE, NDES, VSVS, or the engineer in the approved plans involve significant change to the character of the work or to future contiguous public or private improvements, the contractor shall be responsible for notifying the appropriate agencies for approval, prior to any. Another construction related to that portion of the work. Any improvements not constructed in accordance with the approved plans or the approved related plans, shall be removed and the improvements shall be reconstructed according to the approved plans.
- 6) The contractor shall submit the appropriate permits for location of underground gas, electric, telephone, communication, water and sewer utilities at least 48 hours prior to commencement of construction.
- 7) The contractor shall be responsible for providing a copy of RECORD DRAWINGS to the MOE, VSVS, U.S.F.S. and Engineer prior to final acceptance of work.
- 8) The contractor shall notify the appropriate parties at least 48 hours prior to the desired inspections.

PROJECT DESIGN PARAMETERS:
DESIGN SPEED: 25 MPH
PROPOSED SPEED LIMIT: 20 MPH
DESIGN VEHICLE: TAOS SKI VALLEY SHUTTLE TRAILER
AASHTO SJ-40
ACCOMMODATED VEHICLE: AASHTO WB-47
40-FT PUMPER TRUCK

File Name: R:\Current Projects\Land Projects\JTSV - Arrival Reconfiguration\ACAD\Level 3 Production Dwg\JTSV ENTRY ROAD TILE SHEET Plotted: 4/20/2021 10:54 PM Plot Style: HALF.STB Plotted By: TRAVIS MOONEY

Short Elliott
Hendrickson, Inc.

Drawn: TM
Drafted: TM
Checked: DC

Date of Submission
04/30/2021

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Only PLANES

1) All horizontal dimensions are to the center of pipe

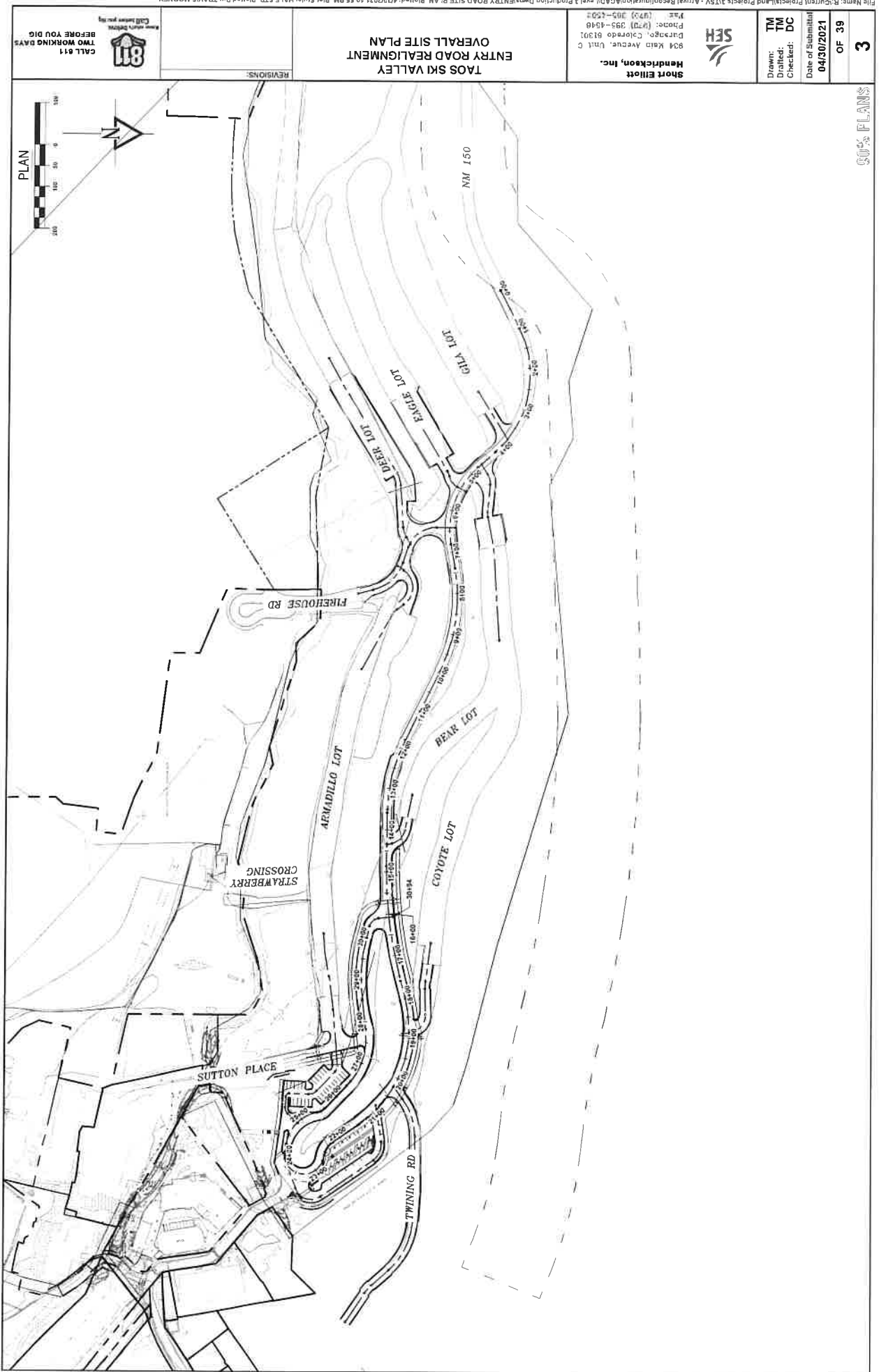
- Grading and Drainage Notes:

- (j) In the Special Use Permit (SUPP) holders, and their Contractor's responsibility to provide all needed equipment and labor for the construction of the grading and erosion control measures and for the maintenance of the grading and erosion control measures and residences in the Village and forest lands adjoining local recreation destination.
- (k) Any settlement or soil accumulations beyond the limits of contractors due to grading or erosion shall be repaired immediately by the contractor.
- (l) Any construction debris or mud tracking on adjacent streets or any other private or public drive shall be removed immediately by the contractor in accordance with the Storm Water Pollution Prevention Plan (SWPPP). The contractor shall immediately file any relocations or extensive pavement failures caused by the contractor and shall correct any of the above within 48 hours of written notice by July 1, 2013. The contractor shall be responsible for a stop work order and/or do the work.
- (m) The contractor shall be responsible for the cost of any cost incurred by the agency as a result of credit for any cost incurred by the agency.
- (n) Areas being disturbed by the grading shall be reseeded with native vegetation or as approved on the landscaping plan or SWPPP.
- (o) A Storm Water Pollution Protection Plan (SWPPP) shall be included a part of the Storm Water Pollution Protection Plan (SWPPP).

TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
GENERAL NOTES

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| Page | OF 39 |

30% PLANS



811
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Know what's below
Call before you dig

REVISIONS:

TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
OVERALL SITE PLAN

Short Elliott
Hendrickson, Inc.
834 Kato Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 995-4340
Fax: (970) 305-4202

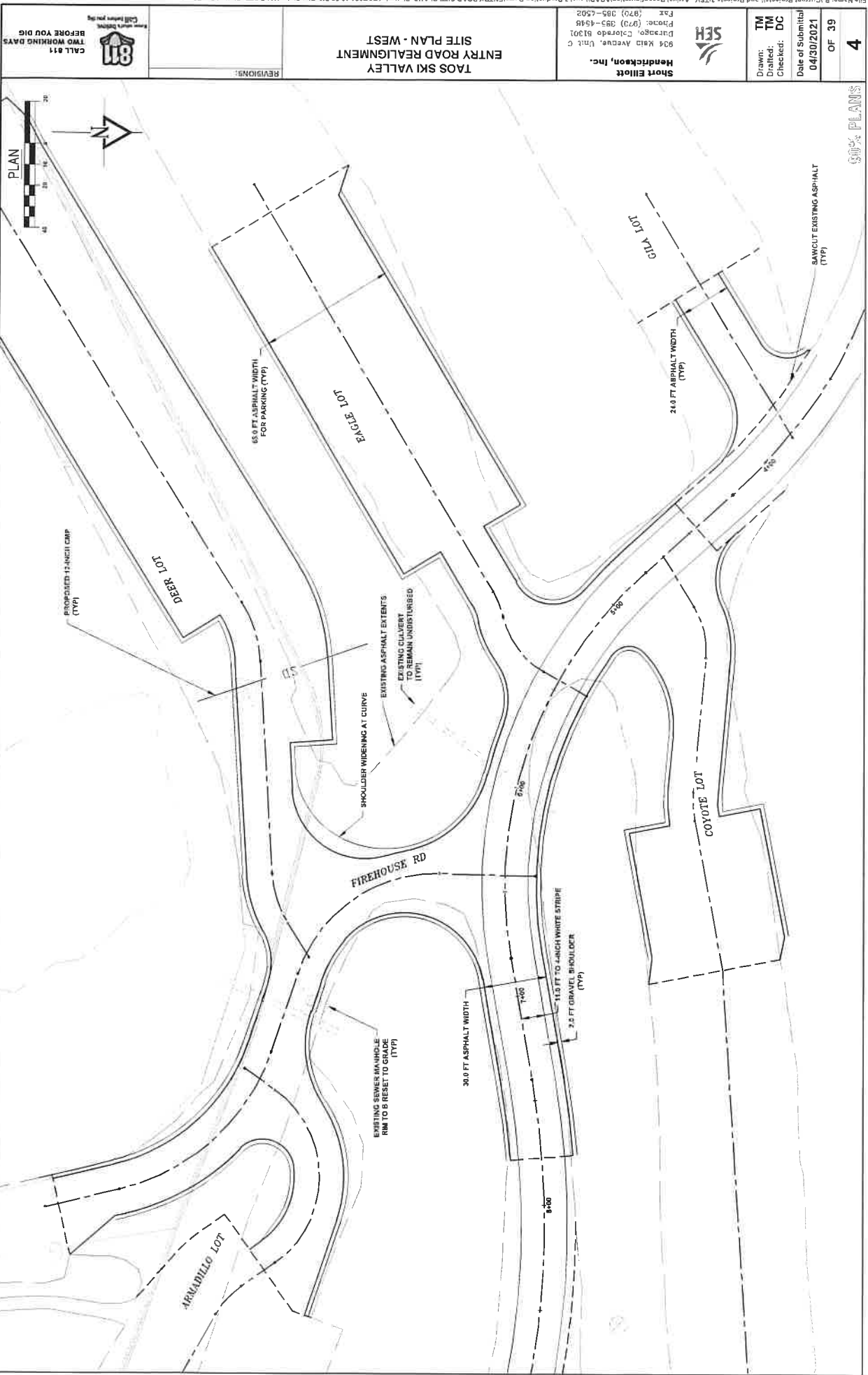


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TM
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DC

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04/30/2021

OF 39
3

90% PLANS



90% PLANS

4

OF 39

Date of Submittal
04/30/2021

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Hendrickson, Inc.
804 Keld Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 385-4545
Fax: (970) 385-4202

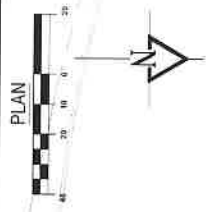
TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
SITE PLAN - WEST

REVISIONS:

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Call before you dig

Short Elliott
Hendrickson, Inc.
934 Kaia Avenue, Unit
B-1000, Colorado Springs,
Colorado 80909

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5



811

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Earthquake Protection
Earthquake Protection

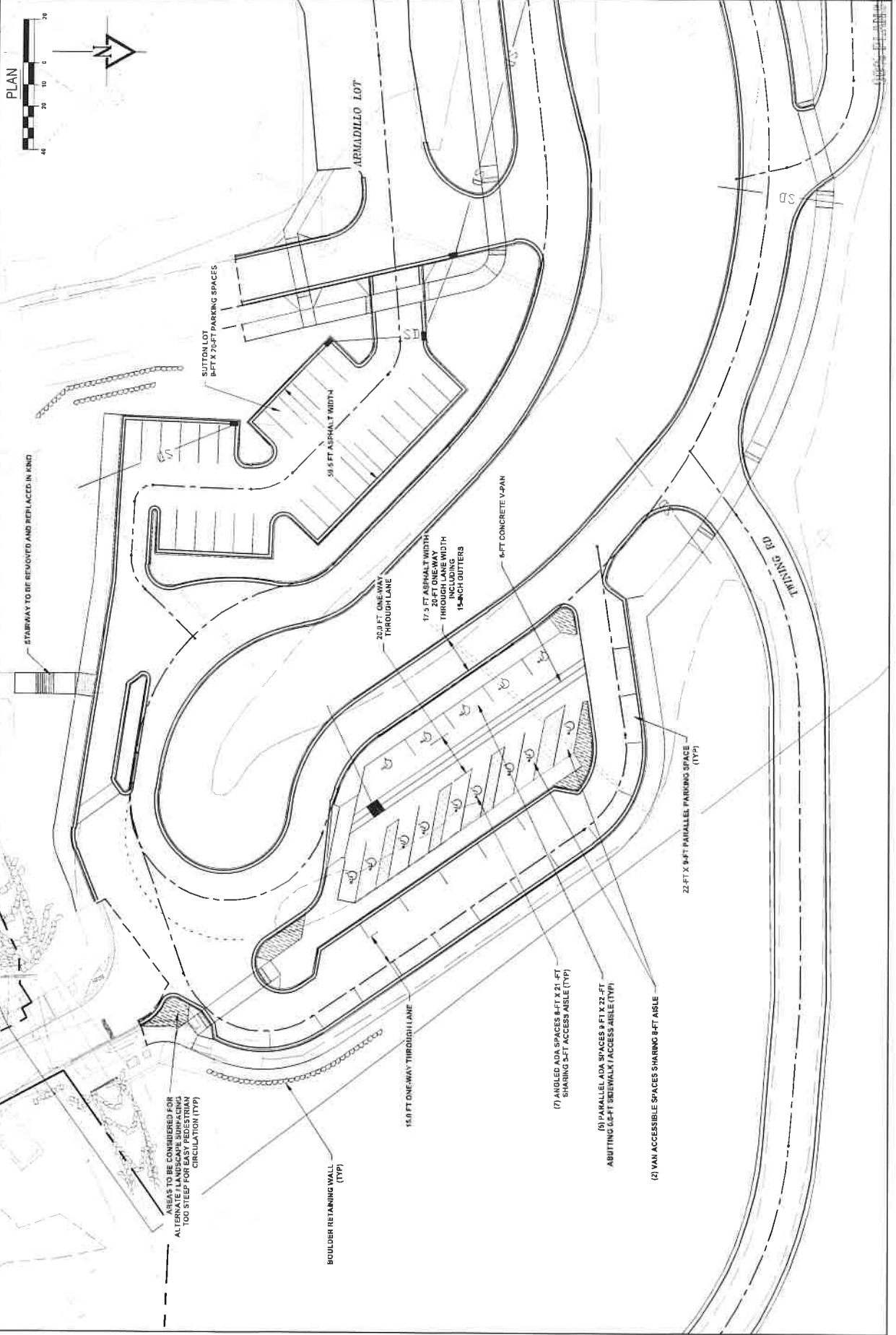
REVISIONS:

TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
SITE PLAN - DROP OFF

Short Elliott
Hendrickson, Inc.
934 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 395-4548
Fax: (970) 395-4502

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6





7 OF 39

04/30/2021

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Date of Submittal

04/30/2021

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04/30/2021

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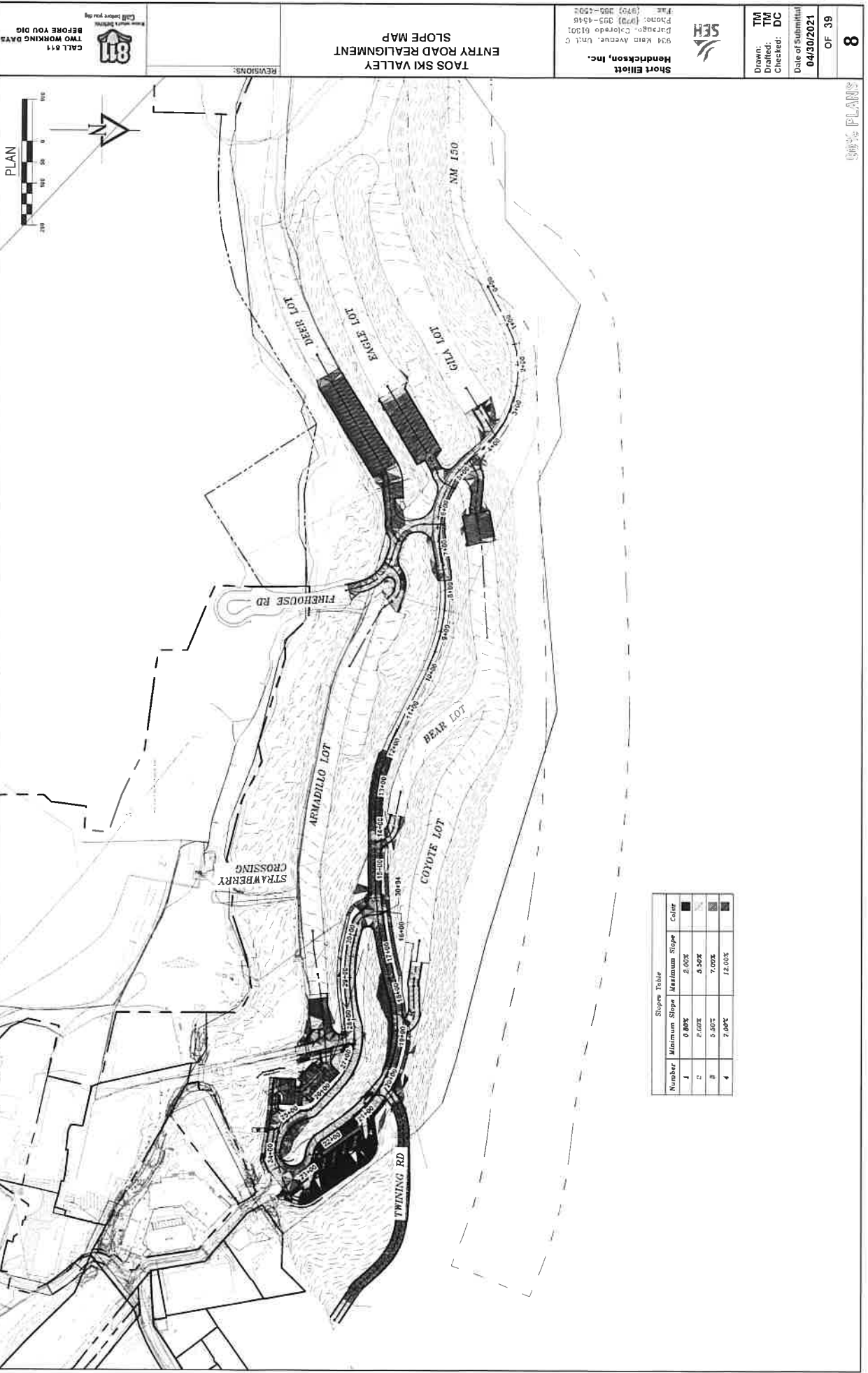


Short Elliott
Hendrickson, Inc.
974 West Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 395-4348
Fax: (970) 395-4502

TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
CUT FILL MAP TO FINISHED GRADE



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BEFORE YOU DIG
Know what's below
Call before you dig



| Slope Table | | | |
|-------------|---------------|---------------|-------|
| Number | Minimum Slope | Maximum Slope | Color |
| 1 | 0.80% | 2.00% | |
| 2 | 2.00% | 5.50% | |
| 3 | 5.50% | 7.00% | |
| 4 | 7.00% | 12.00% | |

CALL 811
TWO WORKING DAYS
BEFORE YOU DIG

REVISIONS:

**TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
SLOPE MAP**

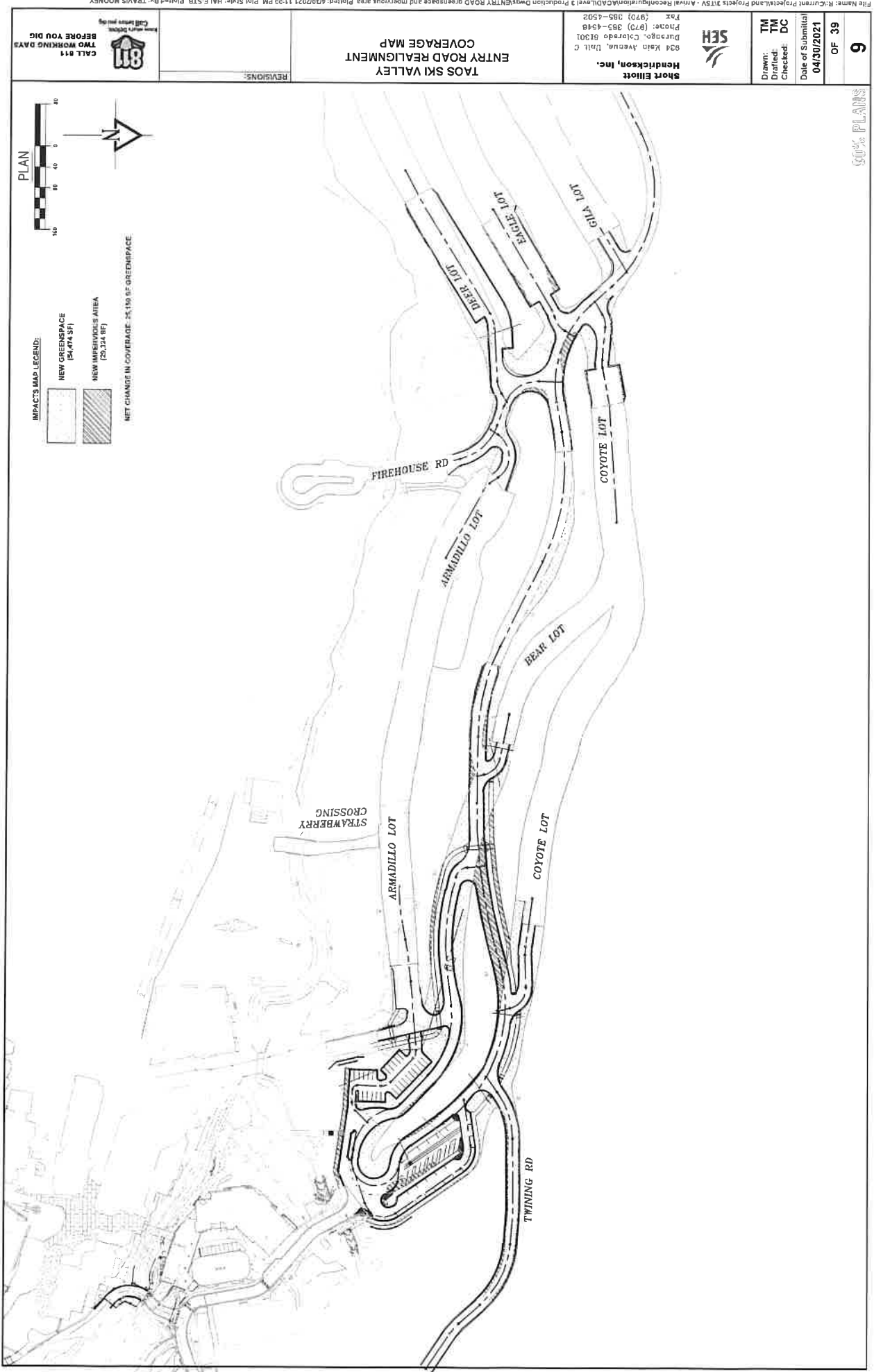
**Short Elliott
Hendrickson, Inc.**
934 Kain Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 395-4346
Fax: (970) 395-4292

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04/30/2021

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8

File Name: R:\Current Projects\Land Projects\3175V - Arrival Reconfiguration\CAD\Level 3 Production Draw\ENTRY ROAD Slope map Plotted: 4/30/2021 10:59 PM Plot Style: HALL-5TB Plotted By: TRAVIS MOONEY



NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR CALLING IN UTILITY LOCATES AND POT-HOLING PRIOR TO EXCAVATION FOR SIGNPOSTS.
2. ALL SIGNAGE AND STRIPING SHALL BE COMPLIANT WITH THE CURRENT VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

92
GRADE

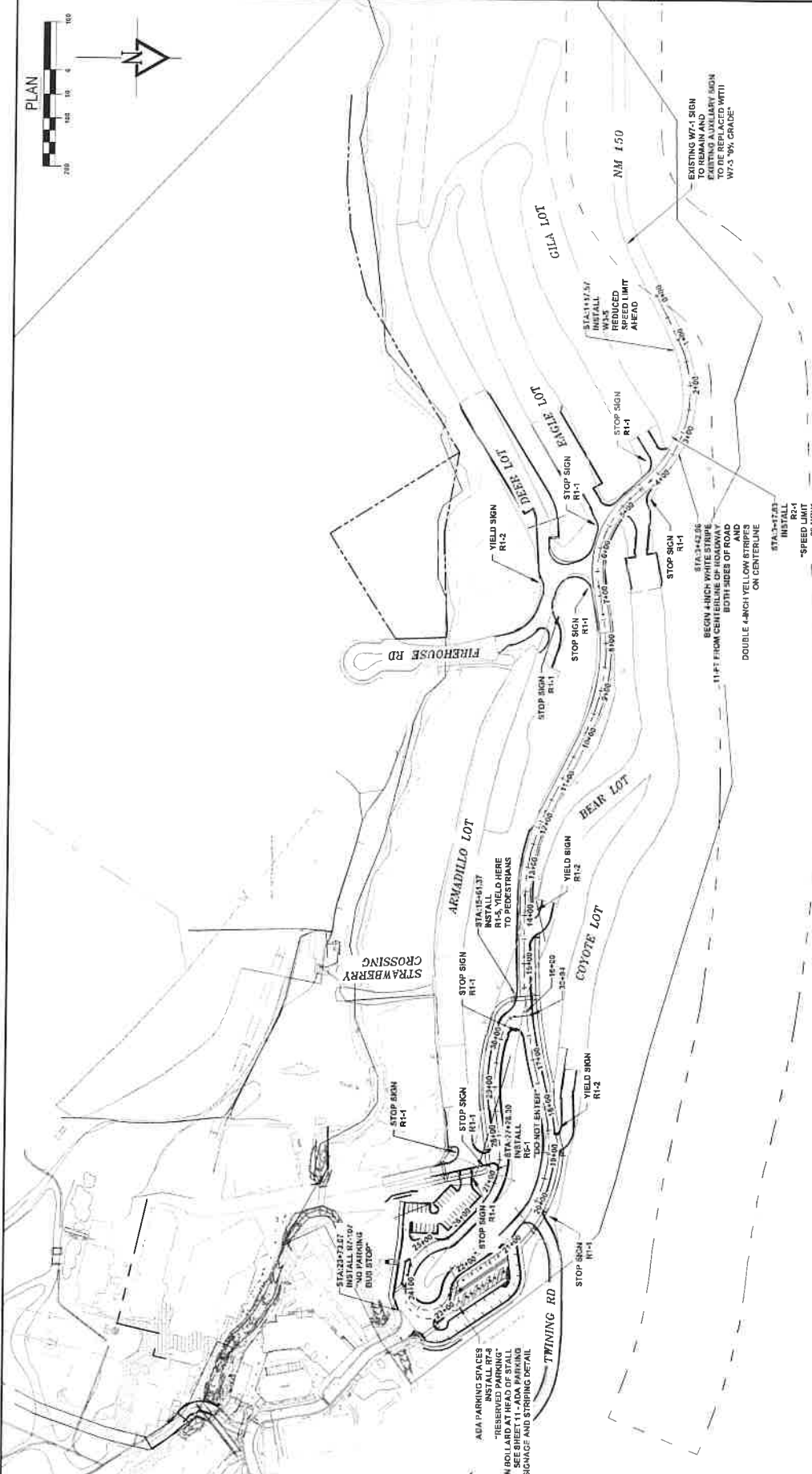
A diamond-shaped warning sign with a black border. Inside, a black silhouette of a rock is shown falling from a cliff face.

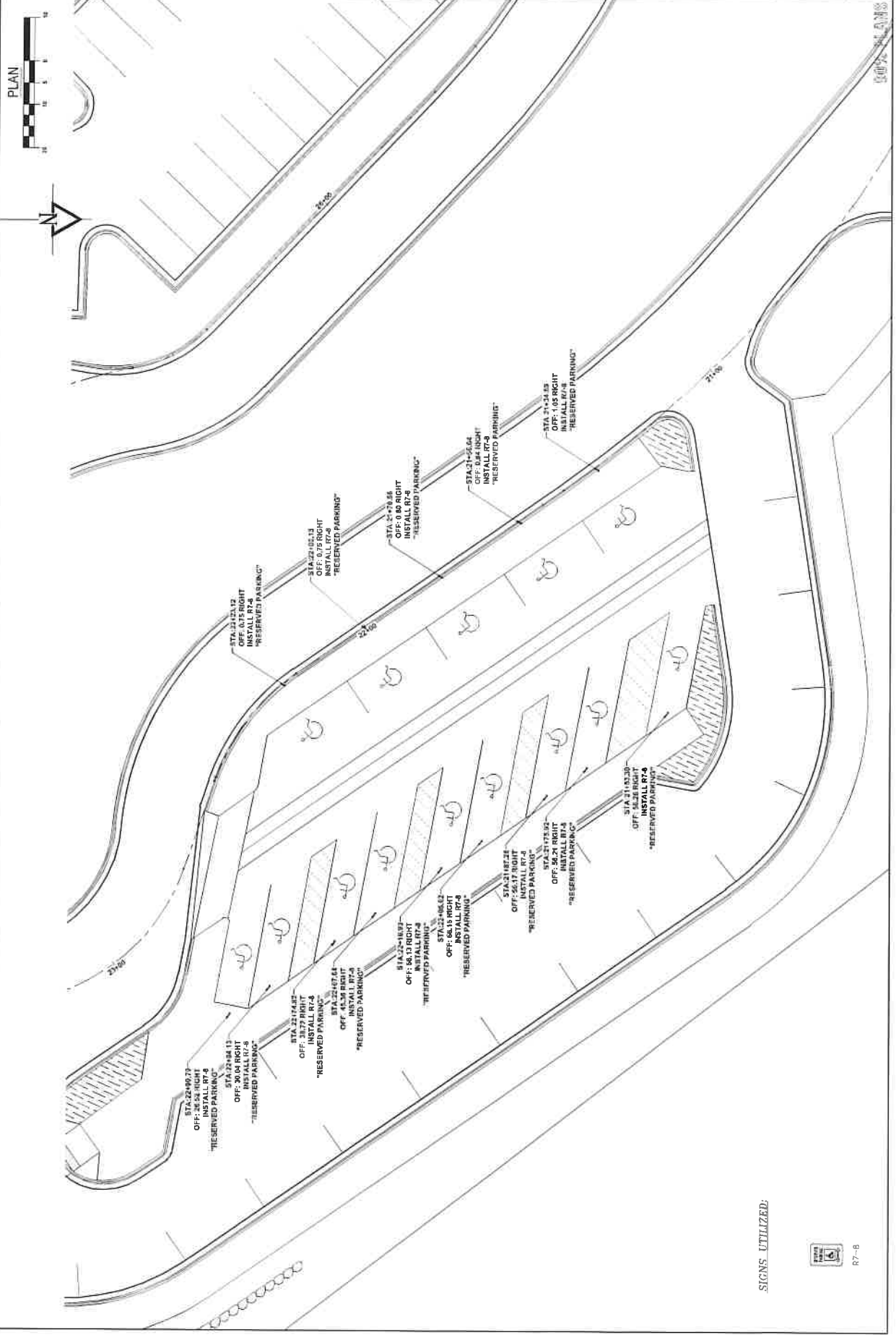
UNLESS
OTHERWISE
POSTED

A circular white sign with a black border. It features a thick black horizontal bar across the center. The words "DO NOT" are written vertically in black capital letters on the left side of the bar, and "ENTER" is written vertically in black capital letters on the right side of the bar.SIGNS UTILIZED:

| SIZE (INCHES) | WUTCD DESIGNATION | WUTCD SYMBOL |
|------------------|----------------------|-----------------|
|------------------|----------------------|-----------------|

| MUTCD DESIGNATION | SIZE (INCHES) |
|----------------------|------------------|
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SIGNS UTILIZED:



R7-8

Date of Submittal
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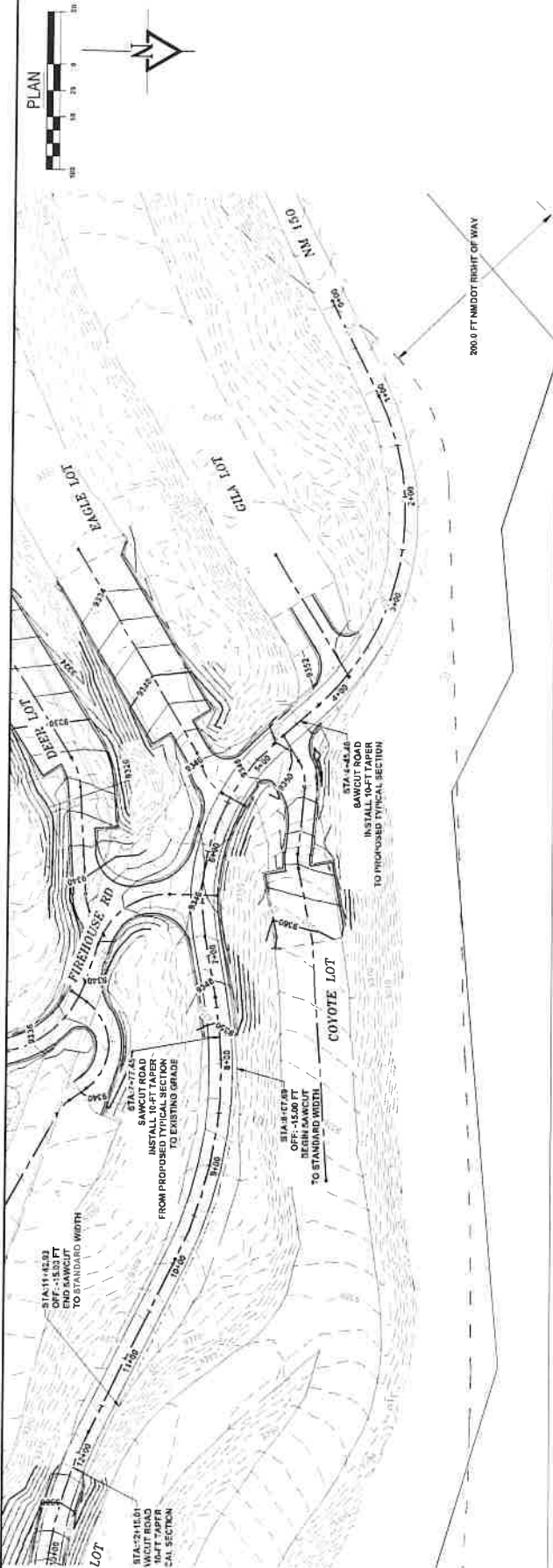
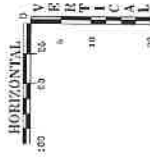
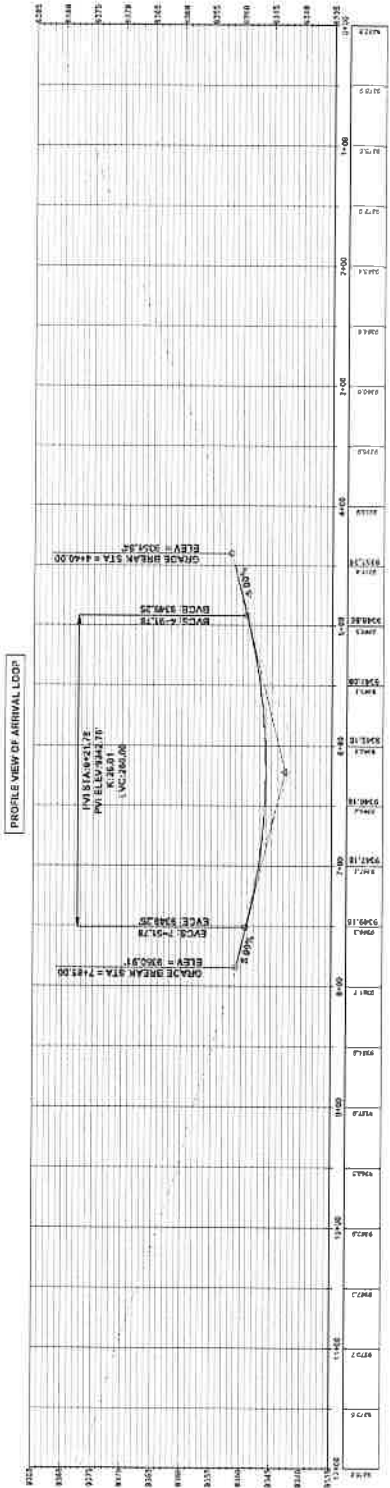
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Short Elliott
Hendrickson, Inc.
924 West Avenue, Unit C
Bismarck, ND 58101
Phone: (701) 325-4348
Fax: (701) 325-4202

TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
ENTRY RD STA 0+00 TO 13+00

REVISIONS:



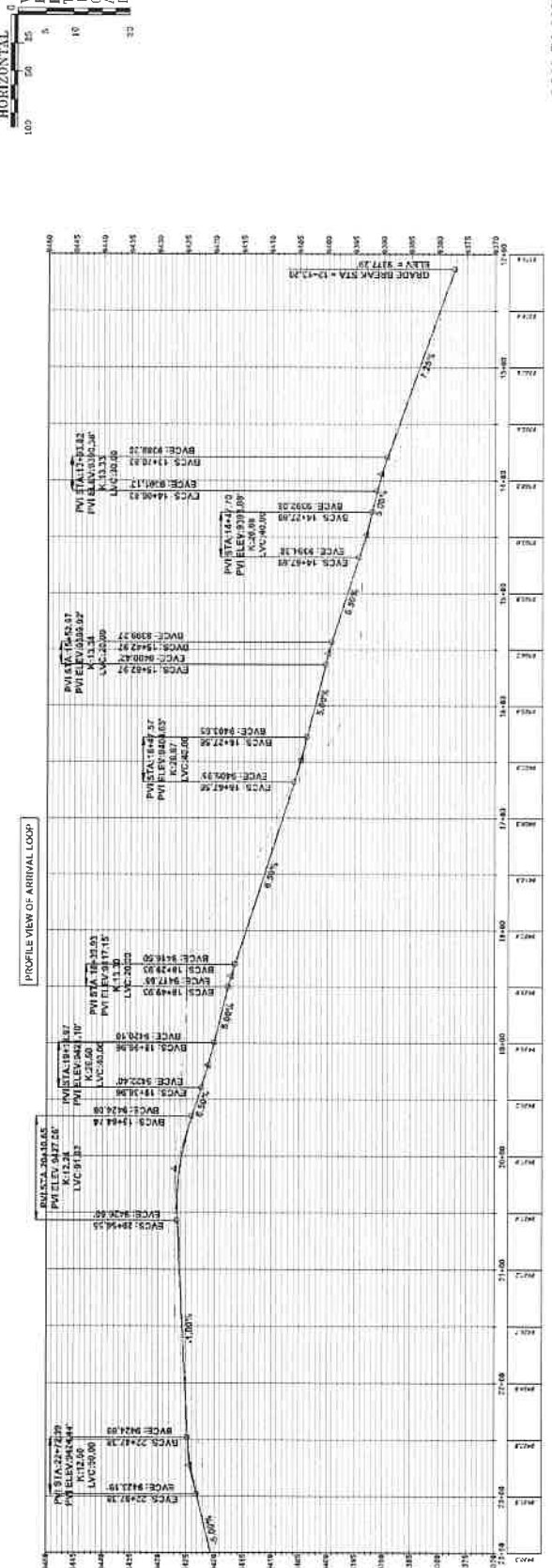
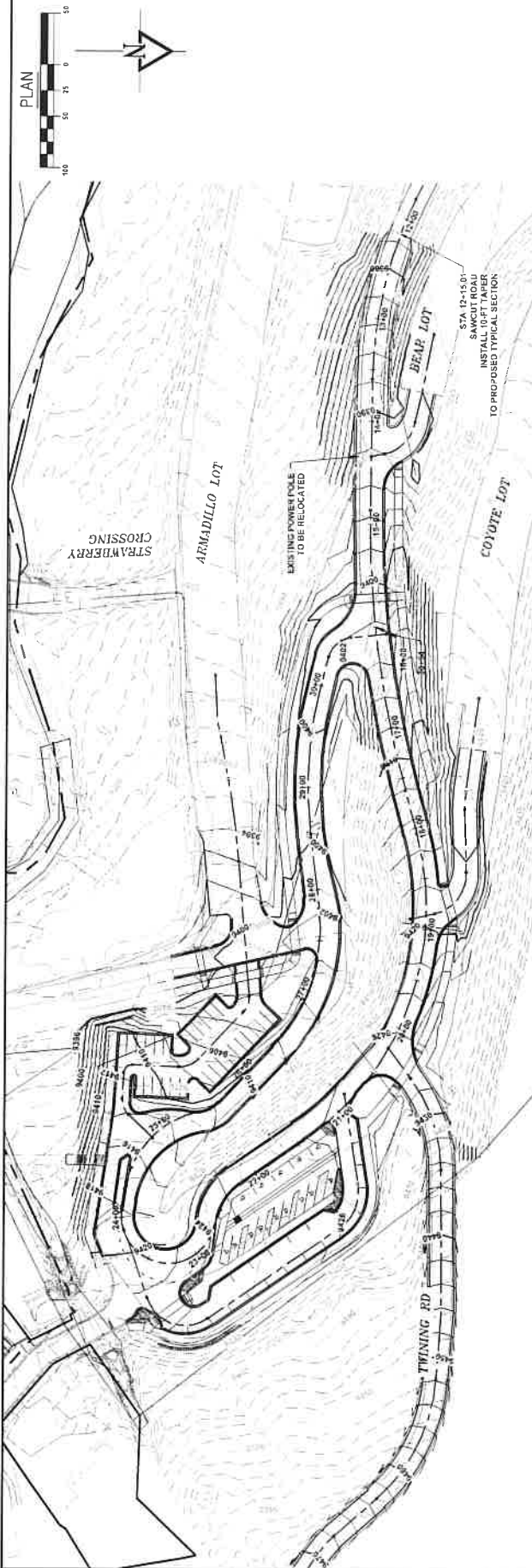
**Short Elliott
Hendrickson, Inc.**
934 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (303) 395-1516
Fax: (970) 395-4502

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13

2005.04.26



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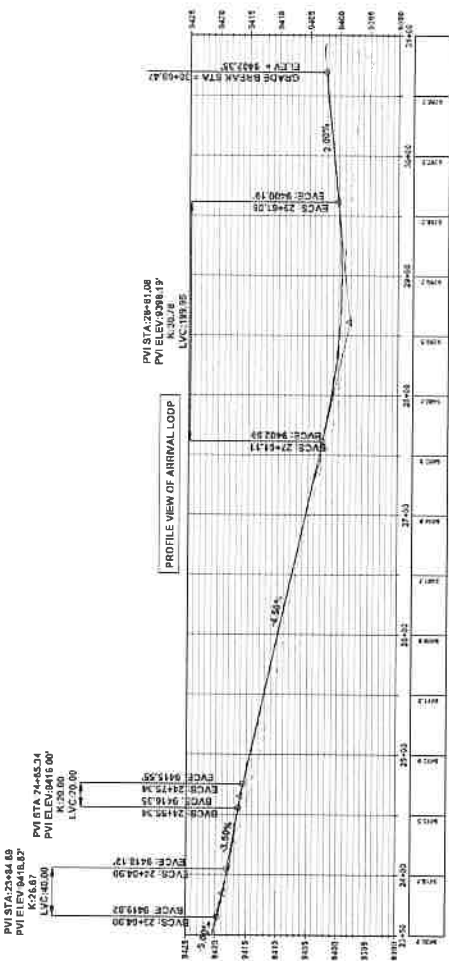
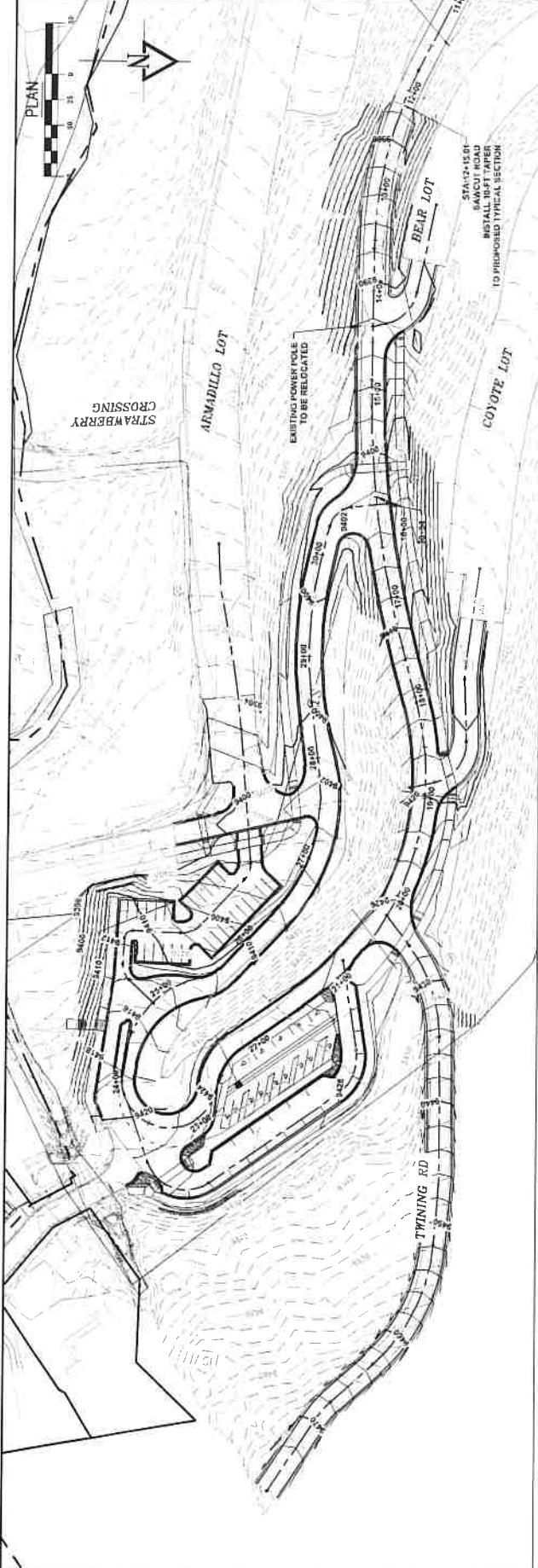
SEH
934 Kaib Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 393-4306
Fax: (970) 393-4302

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Hendrickson, Inc.

TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
ENTRY RD STA 23+50 TO 30+50

REVISIONS:

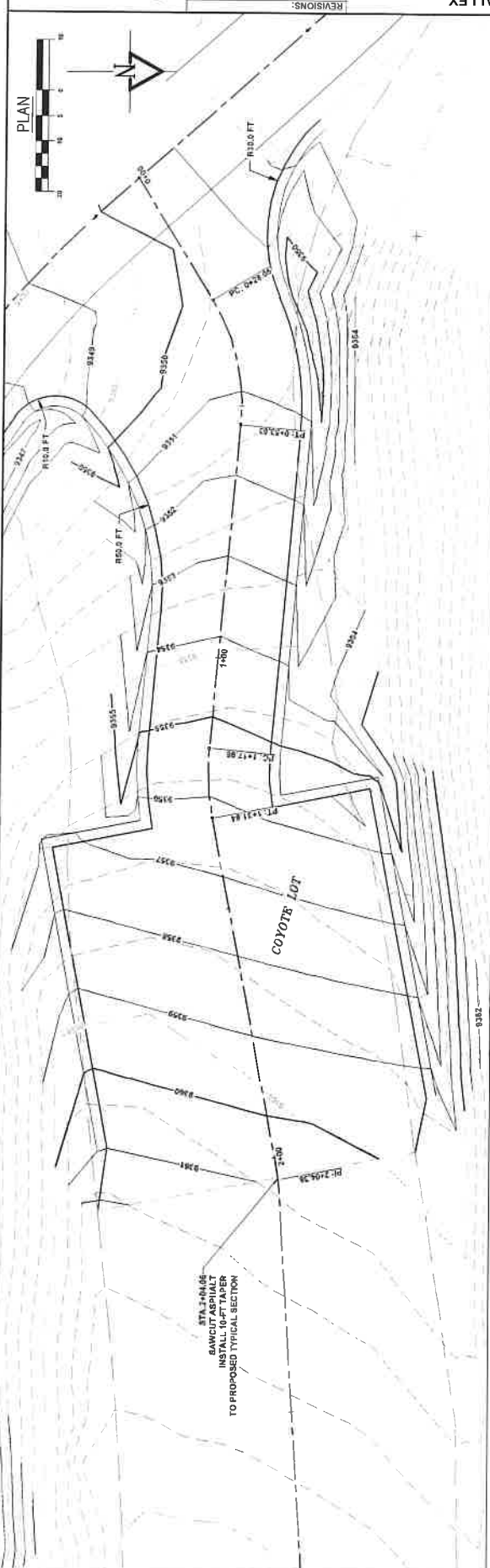
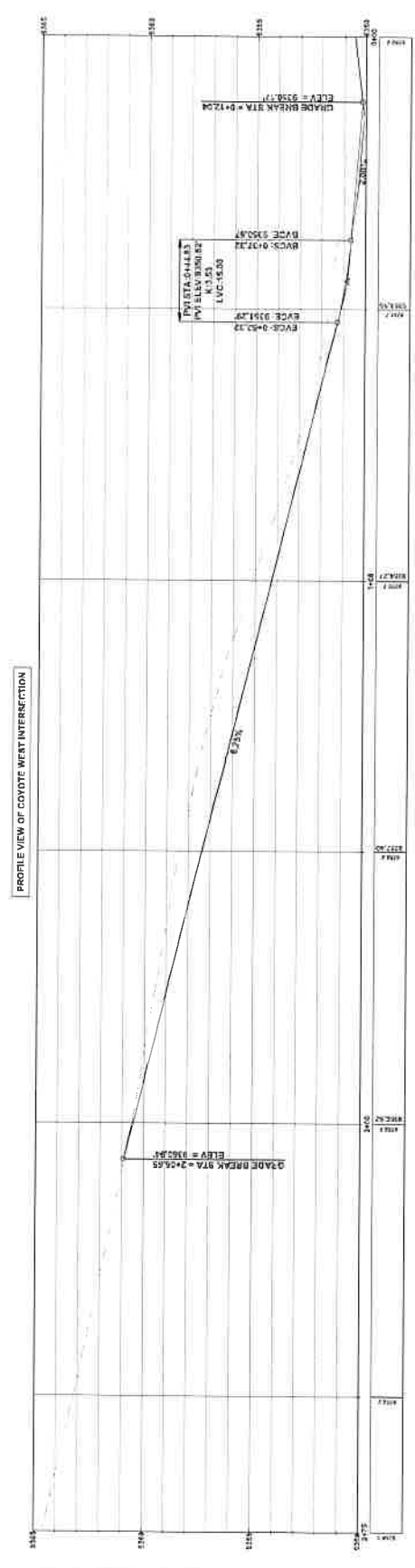
811
CALL 811
BEFORE YOU DIG
Two working days
before you dig
Call before you dig





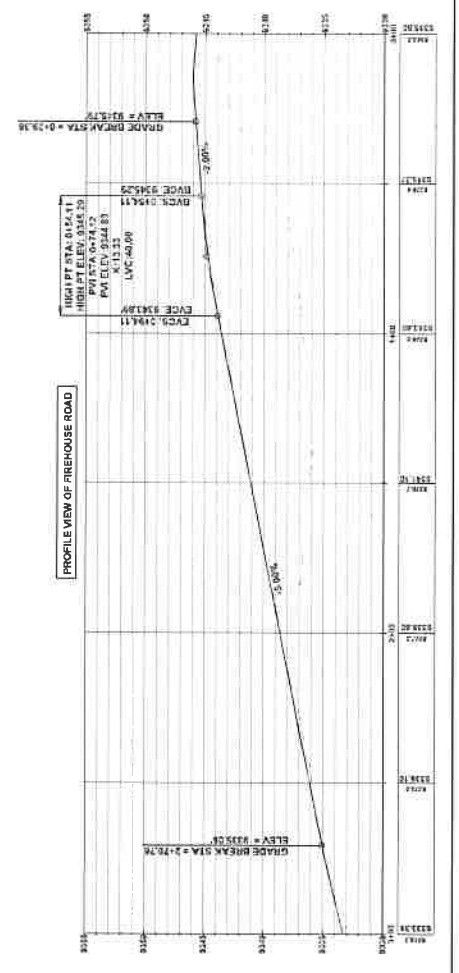
SEH
 Short Elliott
 Hendrickson, Inc.
 934 Main Avenue, Unit C
 Durango, Colorado 81301
 Phone (970) 385-4546
 Fax: (970) 385-4502

**TAOS SKI VALLEY
 ENTRY ROAD REALIGNMENT
 COYOTE WEST LOT PLAN AND PROFILE**

REVISIONS:
 CALL NUMBER: 811
 BEFORE YOU DIG
 CALL 811
 811



| | | | | | | | |
|--|---|--|--|----------------------------|--|-----------------------|--------------------|
| <p>  CALL 811 2 WORKING DAYS BEFORE YOU DIG </p> | <p>  SEH </p> | <p> Short Elliott Hendrickson, Inc. 934 Main Avenue, Unit C Durango Colorado 81301 Phone: (970) 395-4546 Fax: (970) 395-4502 </p> | <p> TAOS SKI VALLEY ENTRY ROAD REALIGNMENT FIREHOUSE ROAD PLAN AND PROFILE </p> | <p> REVISIONS: </p> | <p> TM Drawn: TM Drafted: DC Checked: Date of Submittal 04/30/2021 </p> | <p> OF 39 </p> | <p> 17 </p> |
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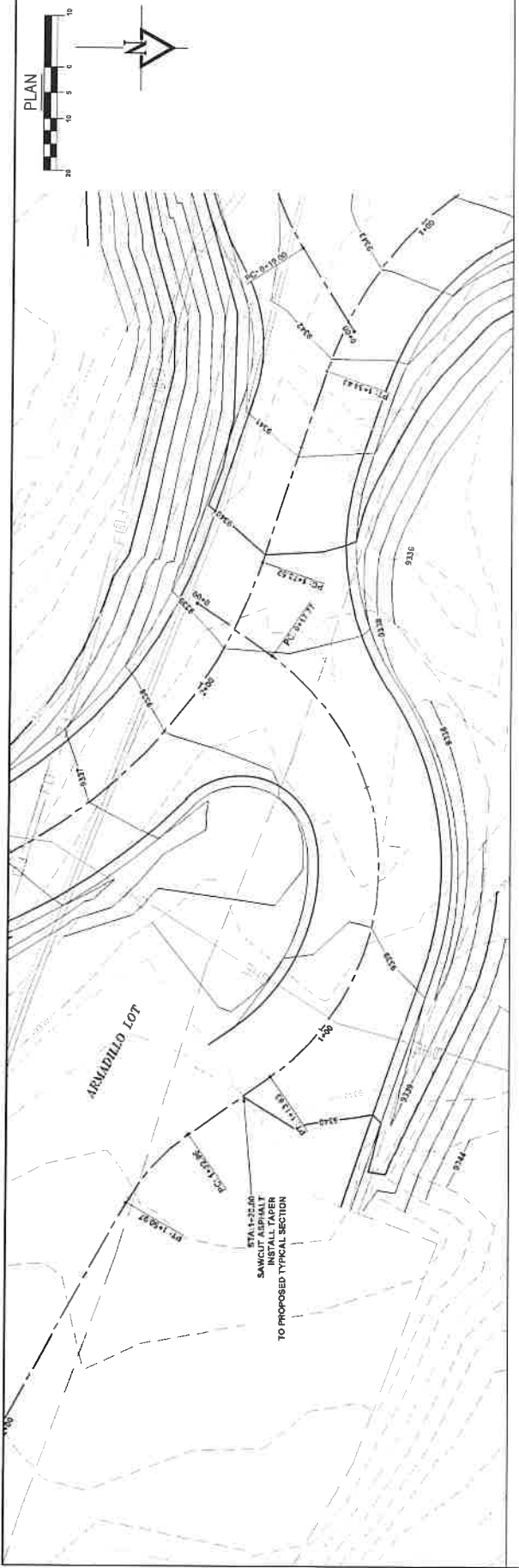
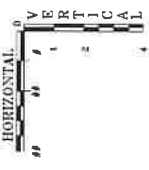
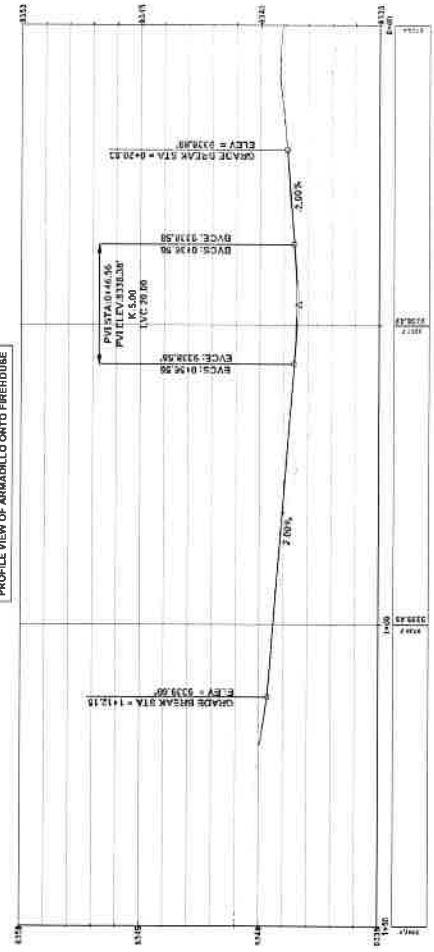


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TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
ARMADILLO ONTO FIREHOUSE
PROFILE

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


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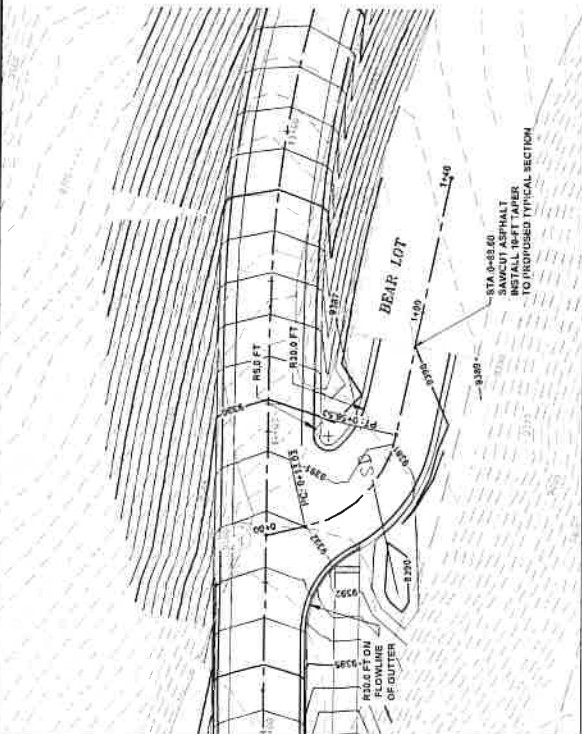
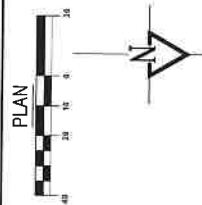
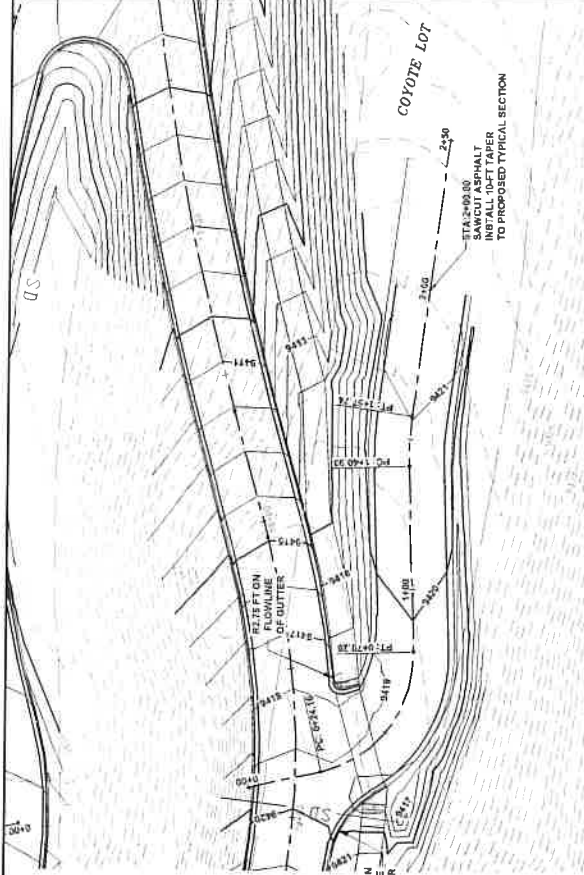
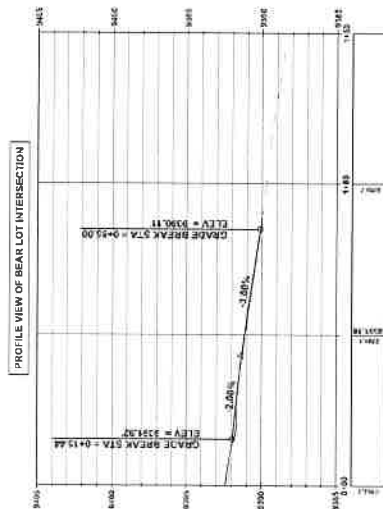
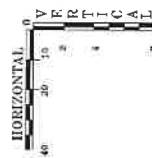
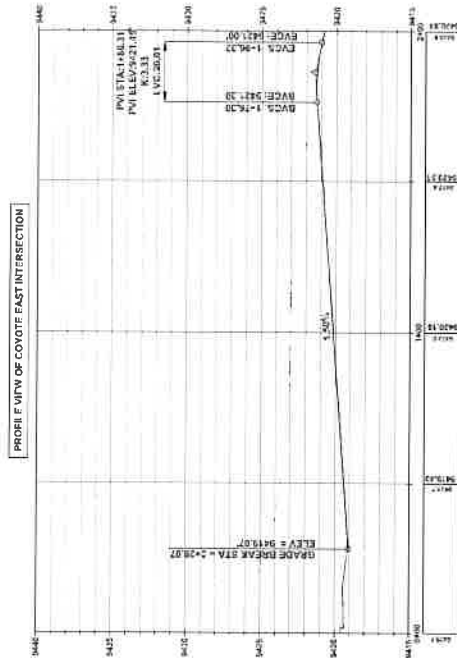
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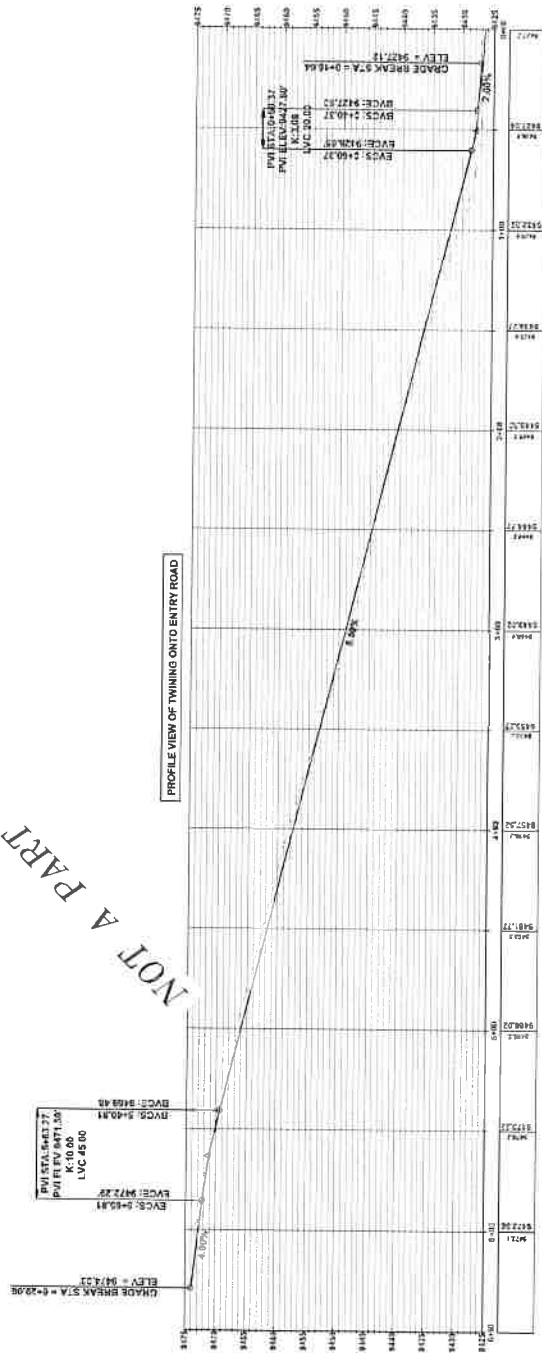
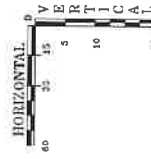


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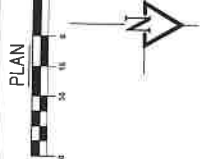
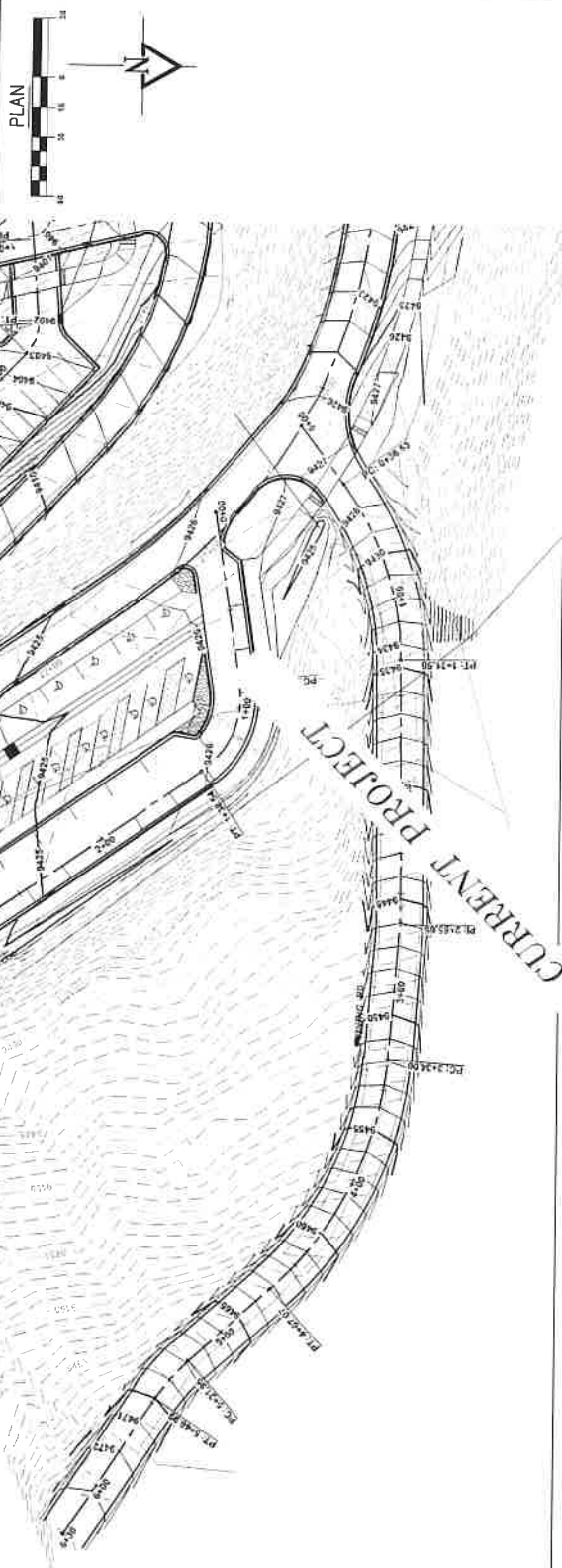
TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
PROFILE

REVISIONS:

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PROFILE VIEW OF TWINNING ONTO ENTRY ROAD



NOT A PART OF CURRENT PROJECT

90% PLANS

22

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Date of Submittal
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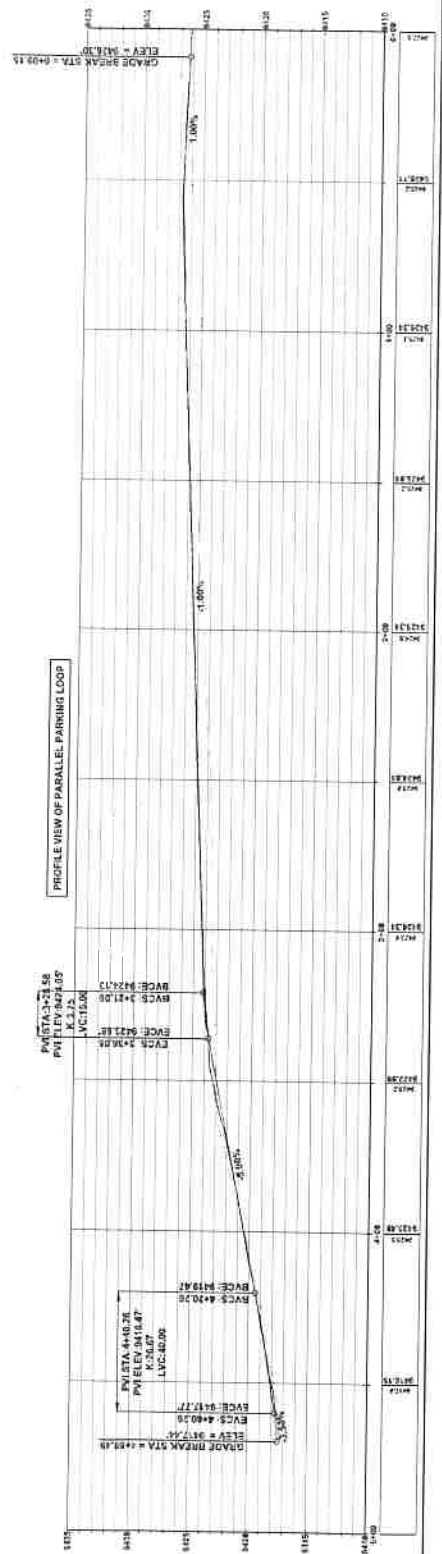
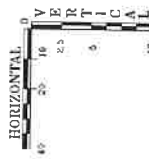


Short Elliott
Hendrickson, Inc.
834 Kato Avenue, Unit C
Durham, Colorado 81301
Phone: (970) 395-4348
Fax: (970) 395-4202

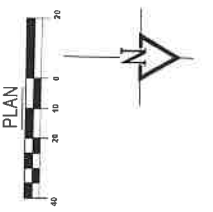
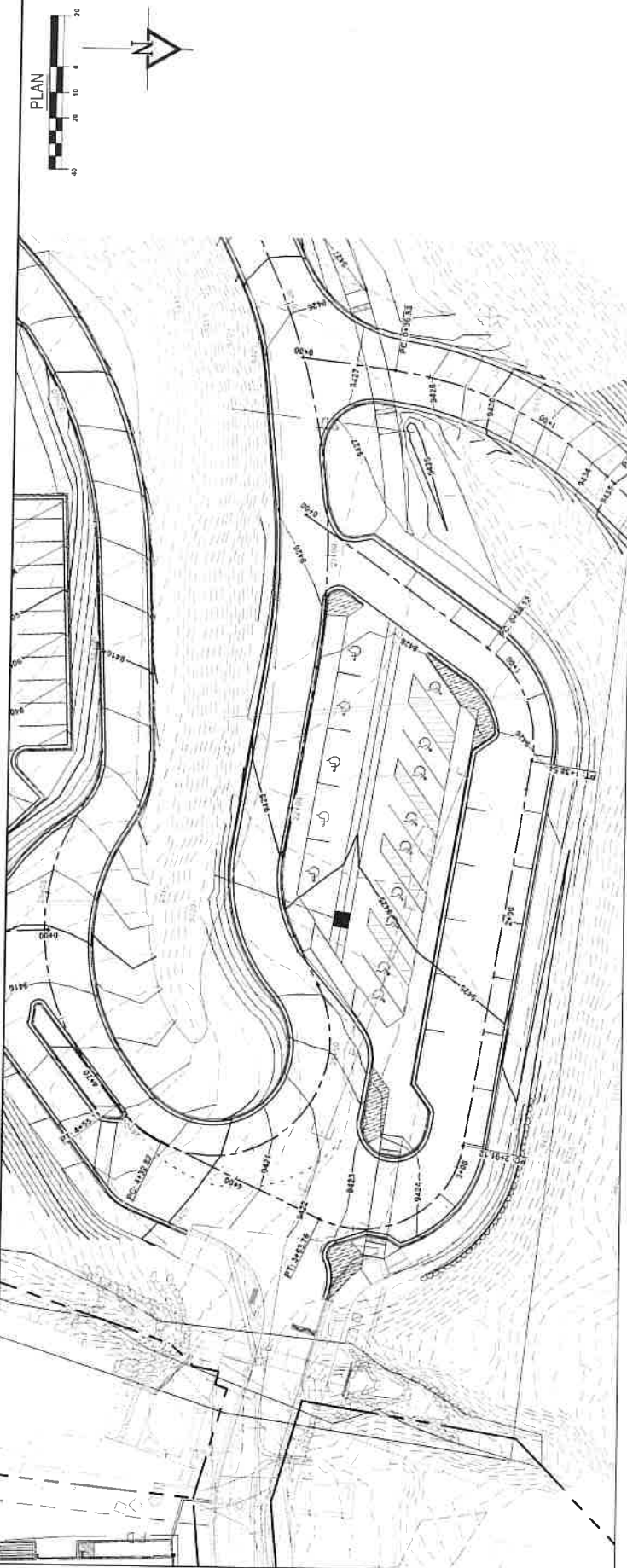
TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
PARALLEL LOOP PLAN AND PROFILE

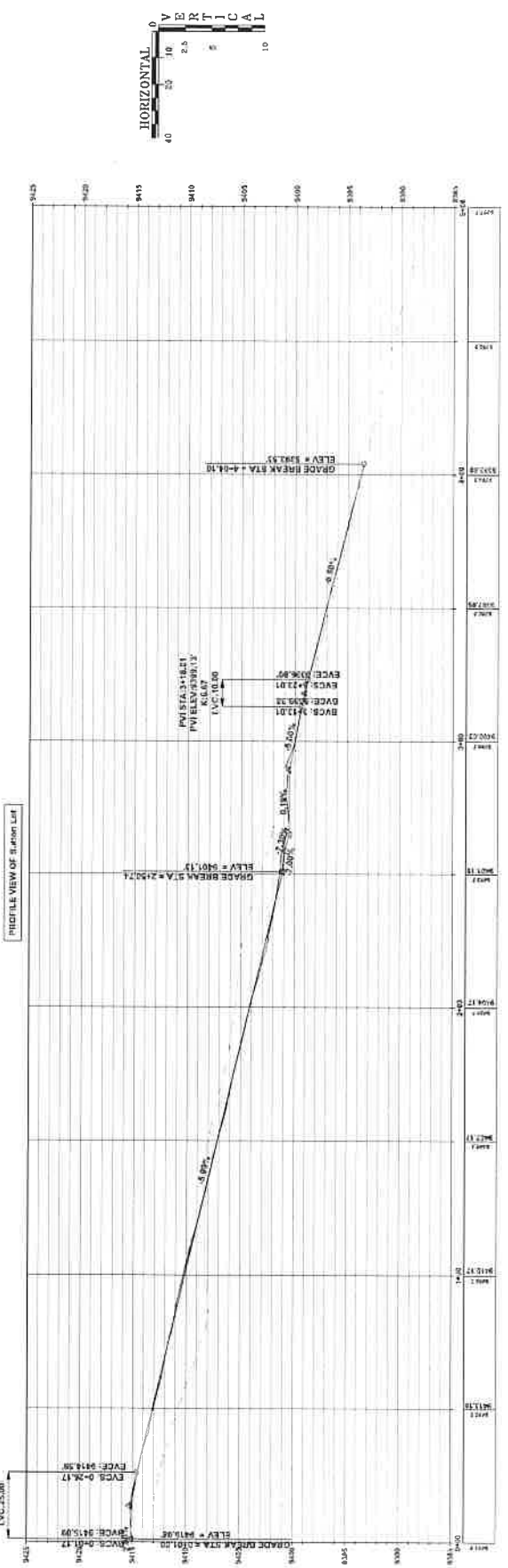
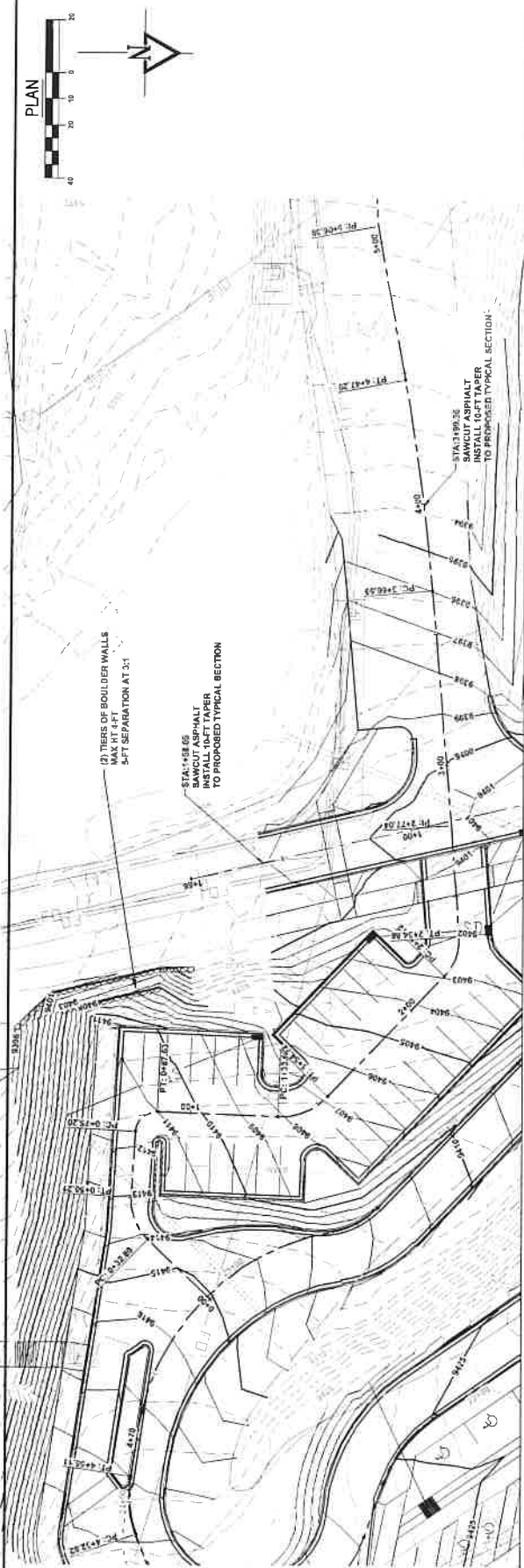
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Lead Lines Only
Call before you dig



PROFILE VIEW OF PARALLEL PARKING LOOP





Date of Submittal
04/30/2021

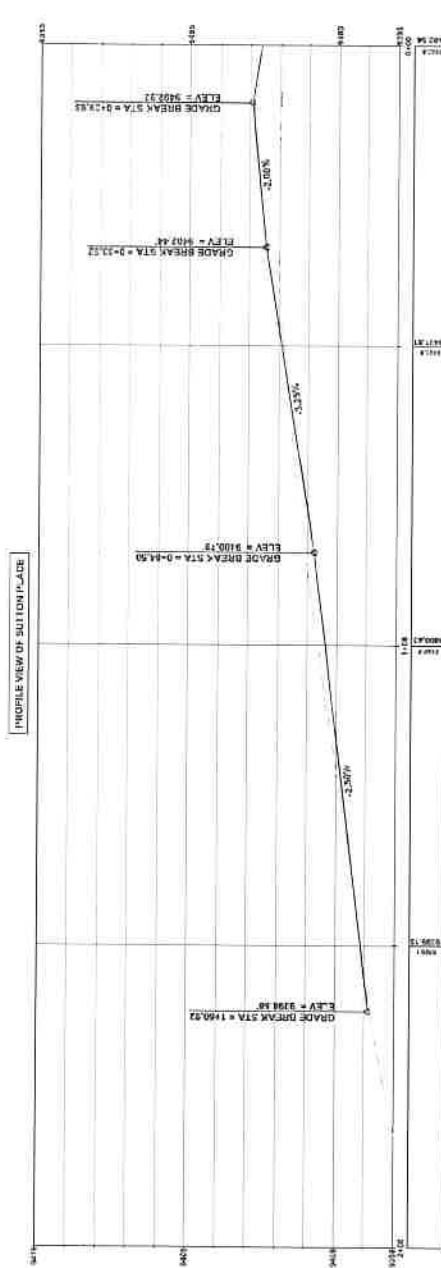
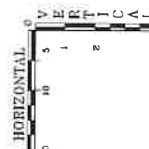
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SEH
Short Elliott
Hendrickson, Inc.
934 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 399-4346
Fax: (970) 399-4202

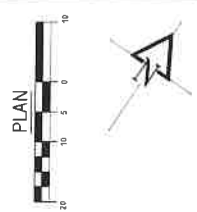
TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
SUTTON PLACE PLAN AND PROFILE

REVISIONS:

CALL 611
BEFORE YOU DIG
Two working days
before you dig
811
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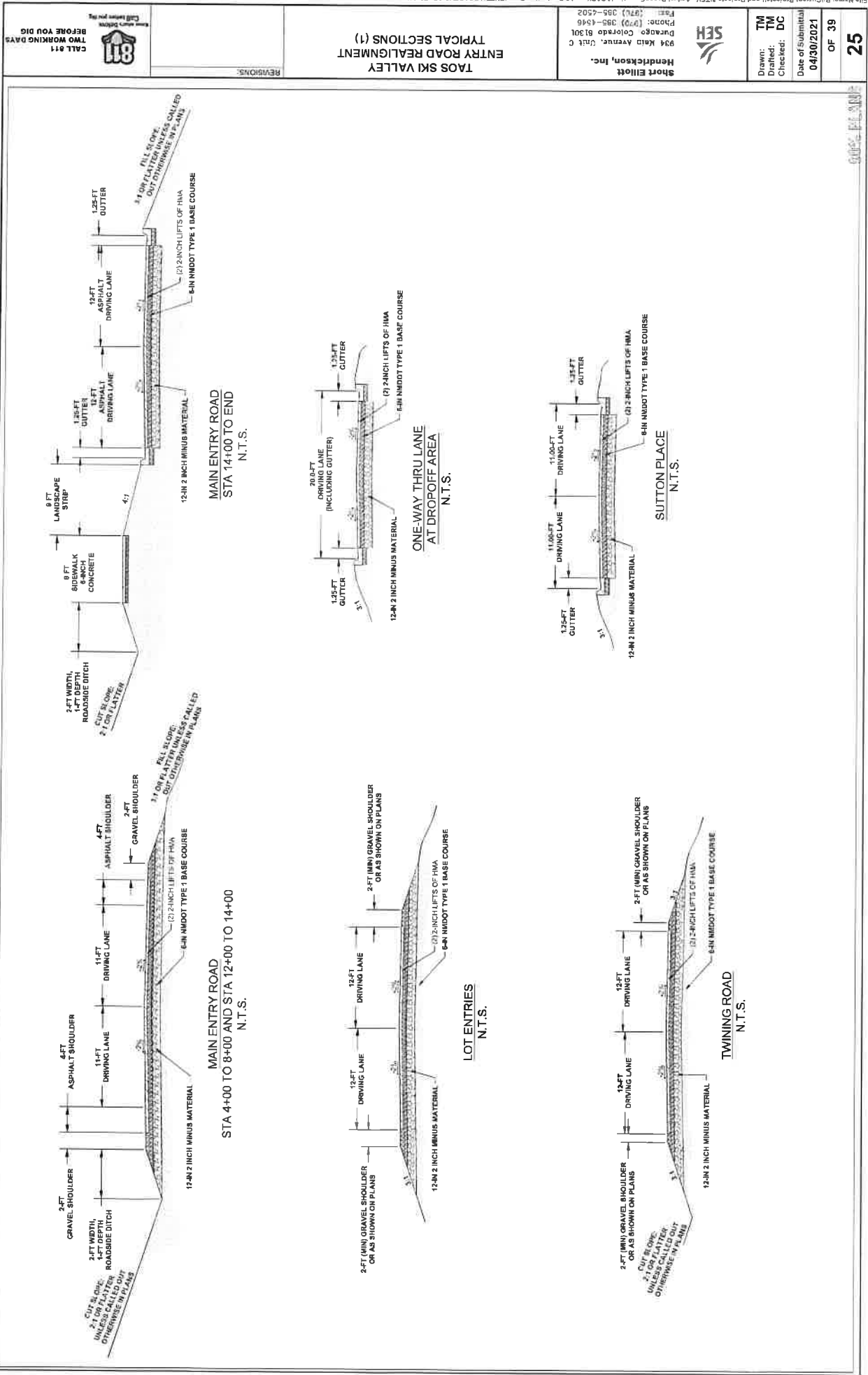
PROFILE VIEW OF SUTTON PLACE

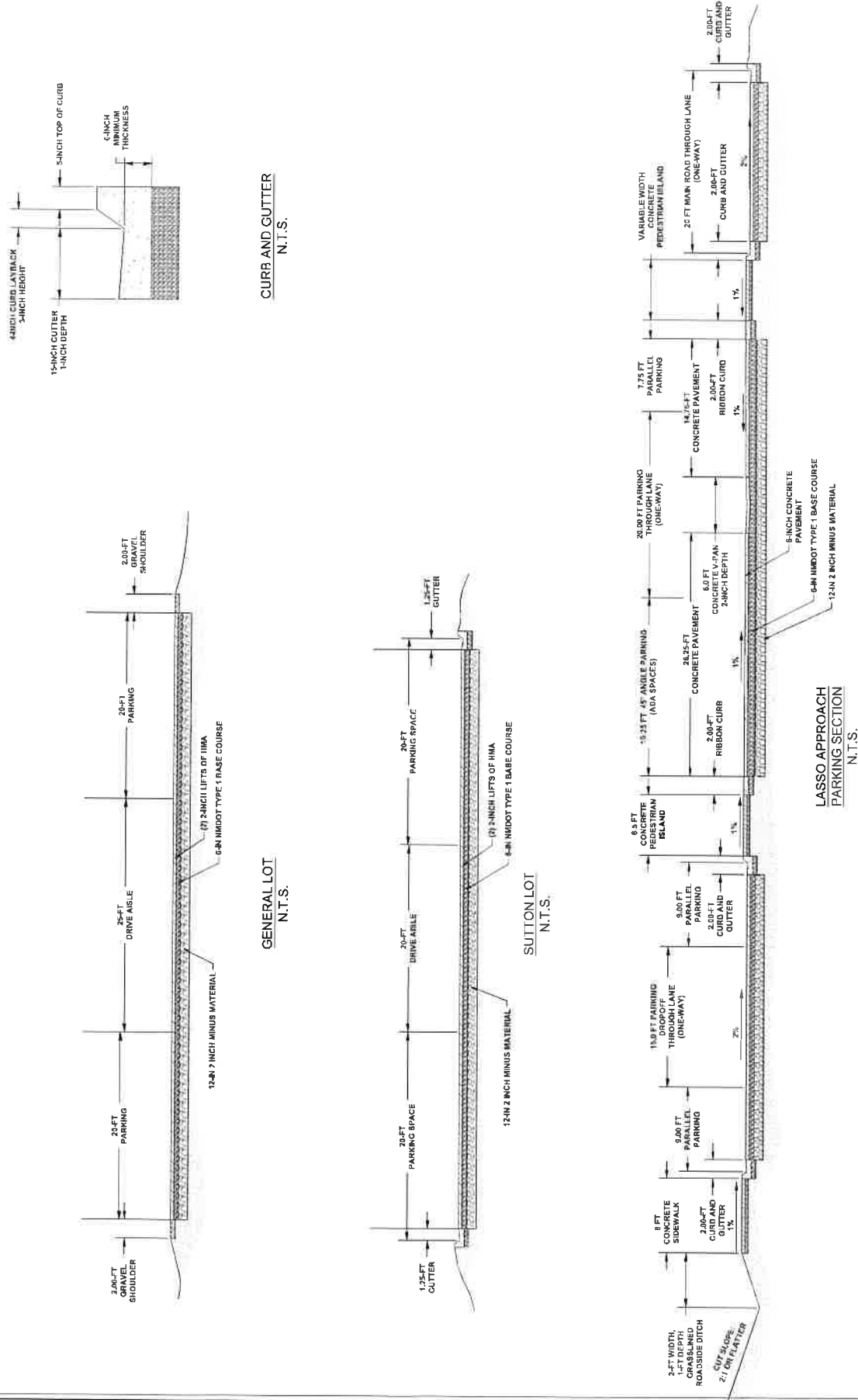


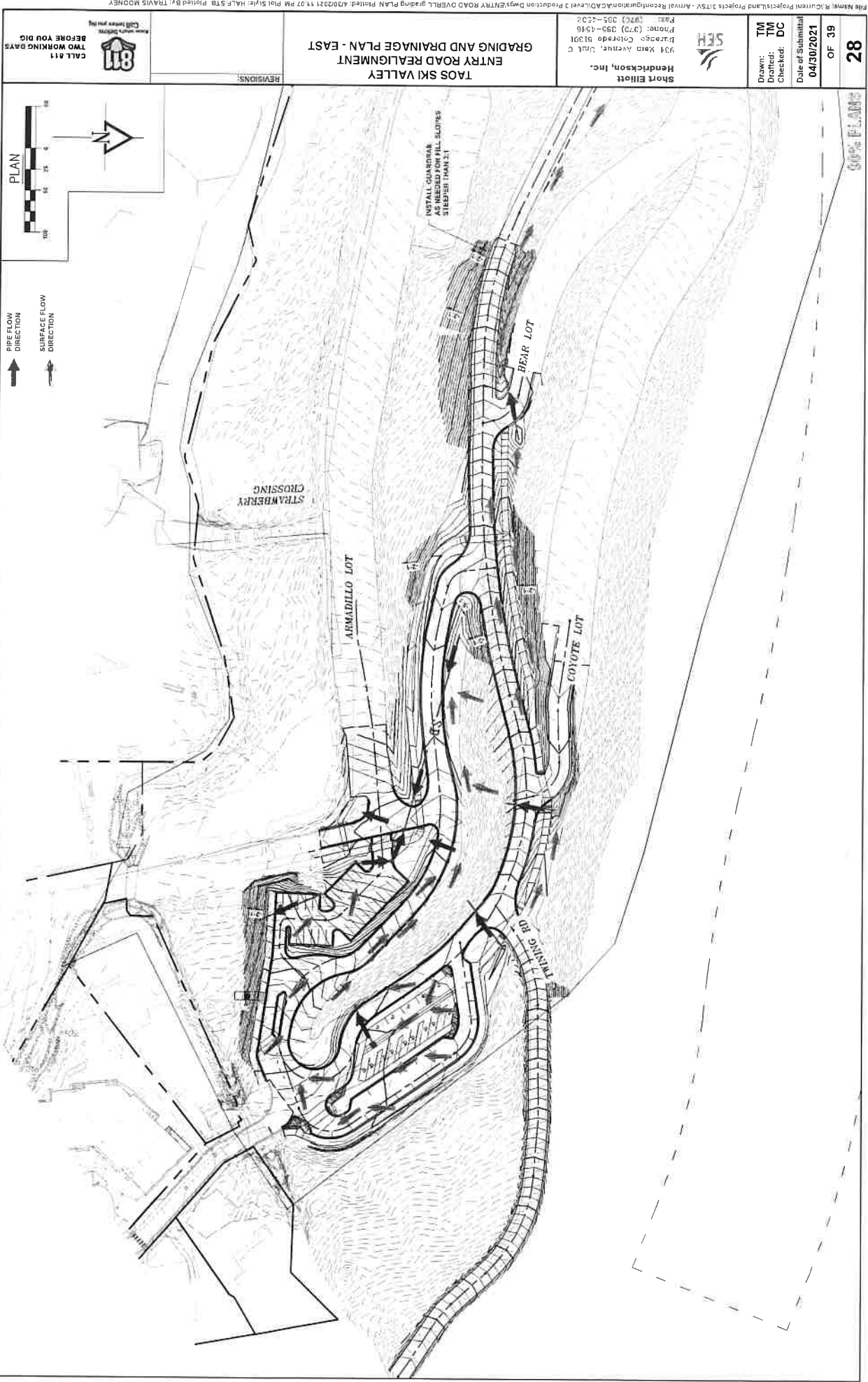
PLAN



STA 11+04.92
SAW CUT ASPHALT
INSTALL 10 FT TAPER
TO PROPOSED TYPICAL SECTION







811
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TWO WORKING DAYS
ADVANCE NOTICE

**TACOS SKI VALLEY
ENTRY ROAD REALIGNMENT
GRADING AND DRAINAGE PLAN - EAST**

Short Elliott
Hendrickson, Inc.
934 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 399-4316
Fax: (970) 399-4322



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Date of Submittal: 04/30/2021
Sheet: 28 OF 39

80% PLAN



PLAN

0 5 10 15 20

20

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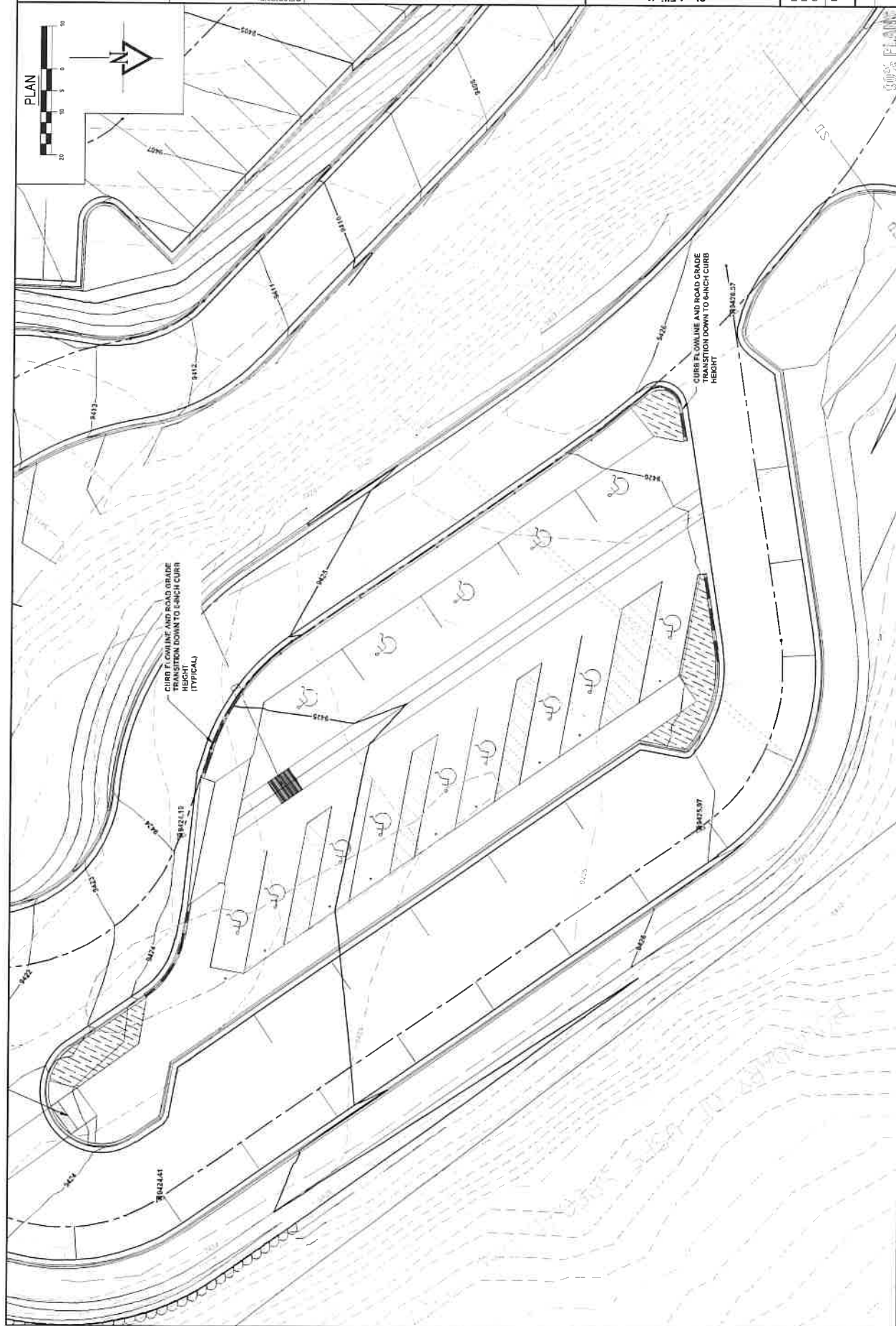
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REVISIONS:

TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
GRADING PLAN - SUTTON LOT

Short Elliott
Hendrickson, Inc.
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OF 39
29



Date of Submittal
04/30/2021

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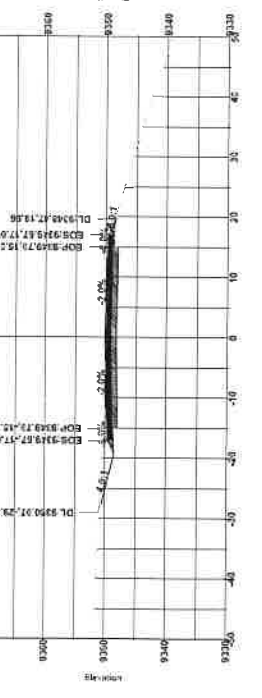
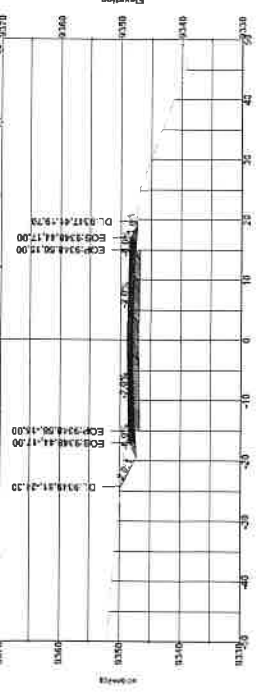
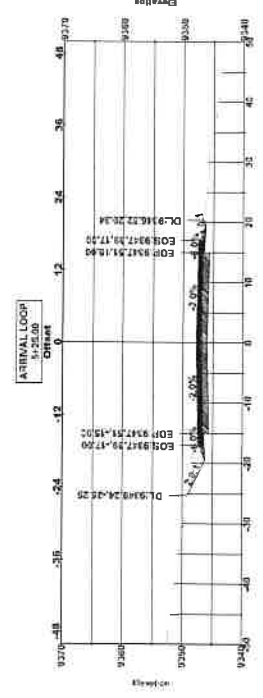
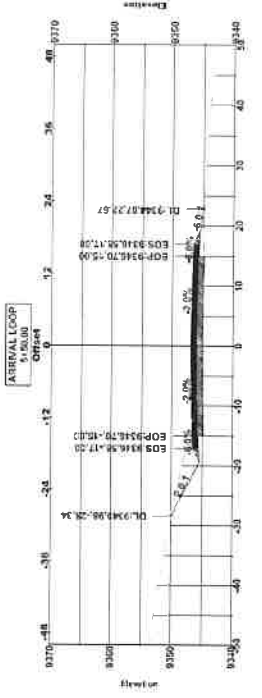
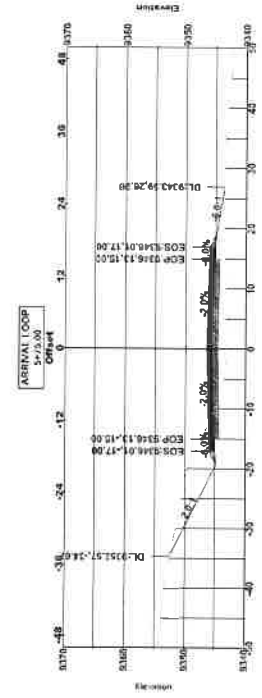
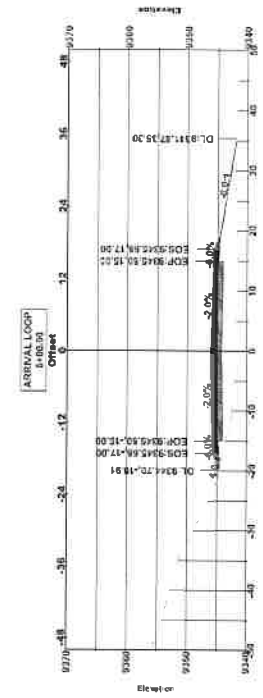


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Fax: (970) 383-4302

TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
CROSS SECTIONS STA 4+75 TO 6+00

REVISIONS:

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1 OF 39

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04/30/2021

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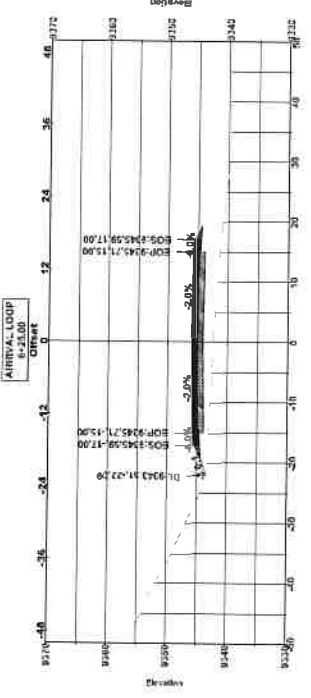
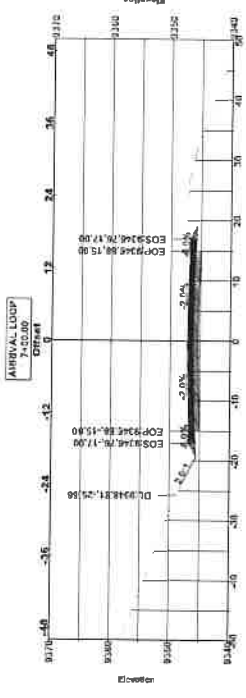
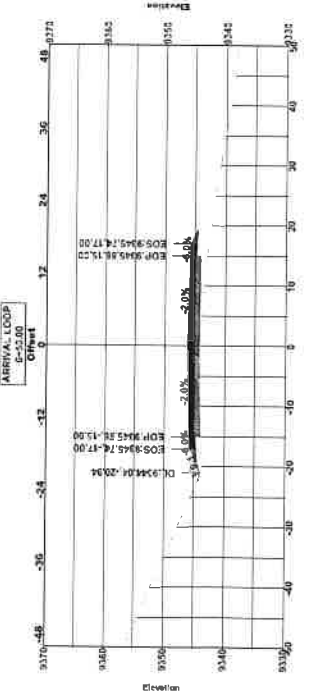
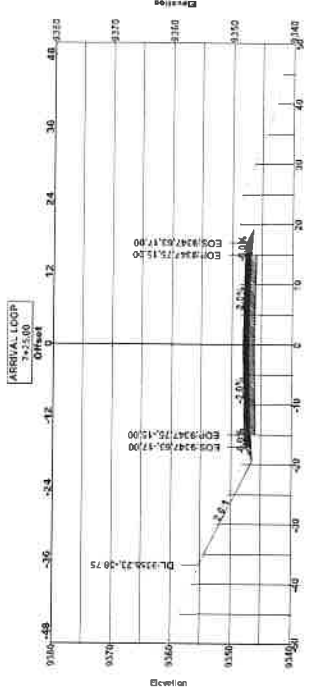
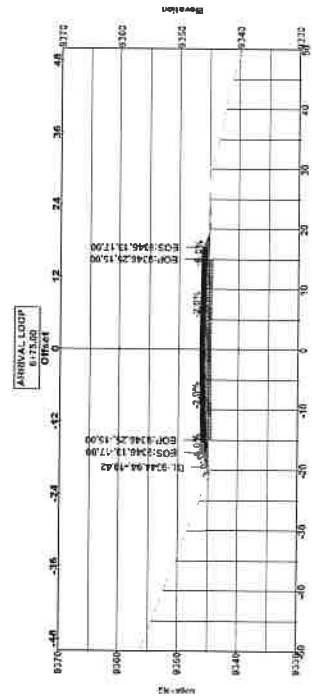
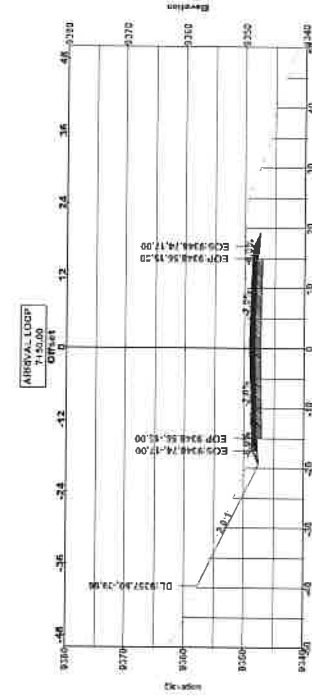


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TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
CROSS SECTIONS STA 6+25 TO 7+50

REVISIONS:

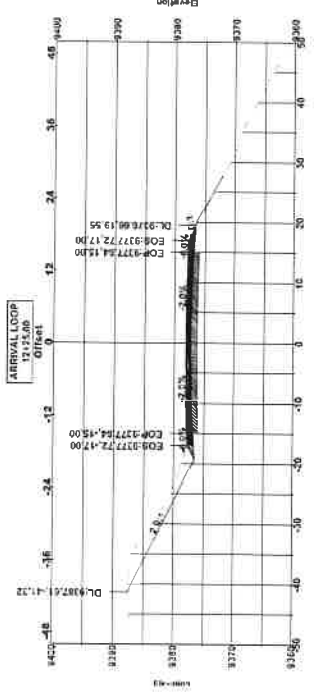
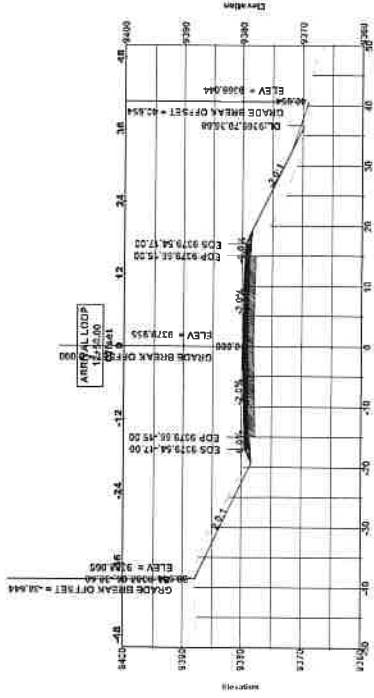
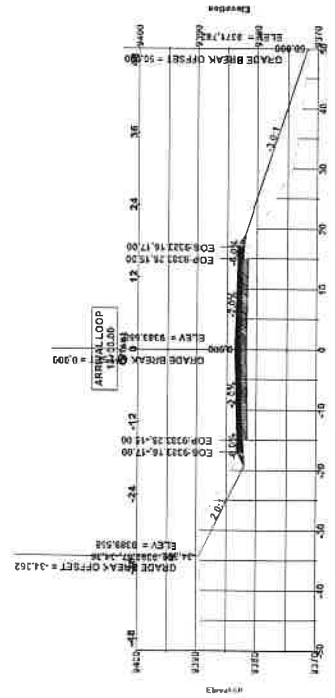
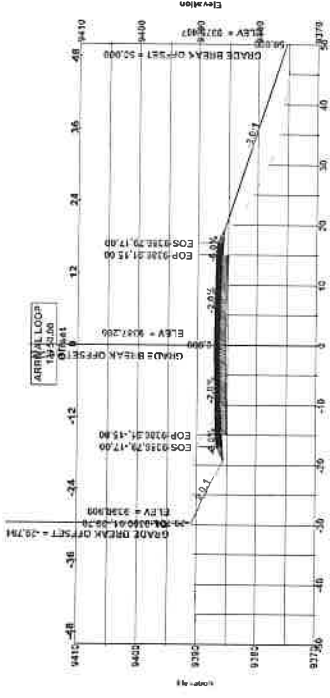
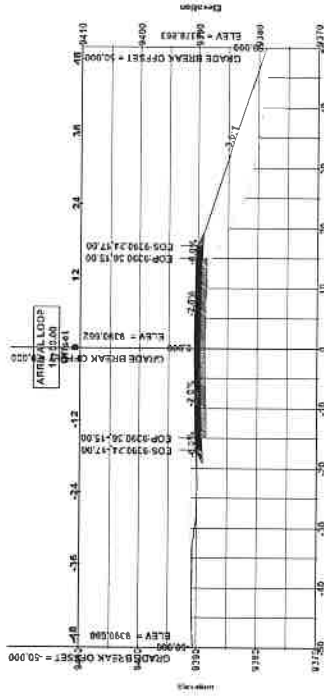
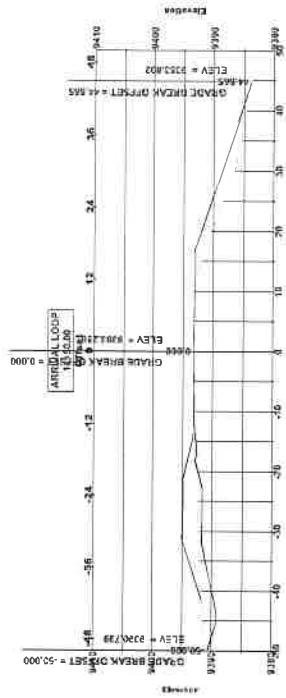
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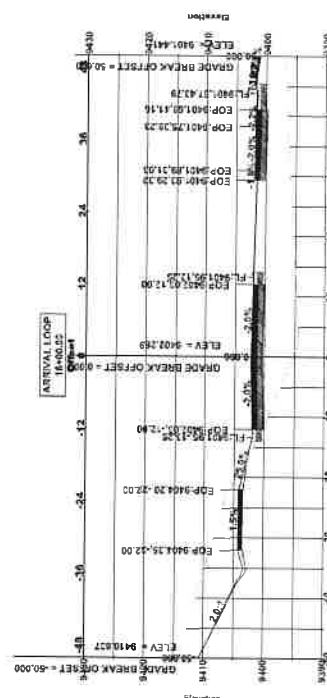


TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
CROSS SECTIONS STA 12+25 TO 14+50

REVISIONS:

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TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
CROSS SECTIONS STA 17-50 TO 19+00



The image contains four vertical alignment diagrams, each showing elevation (0 to 4200) versus stationing (-48 to 48). The diagrams are arranged in a 2x2 grid. Each diagram includes data for arrival loop, grade break offset, and various elevations and offsets.

Top Left Diagram:

- ARRIVAL LOOP: 18.00.00
- GRADE BREAK OFFSET: 23.36
- ELEV = 9418.07
- ELEV = 9417.84
- ELEV = 9417.73
- ELEV = 9417.55
- ELEV = 9418.03
- GRADE BREAK OFFSET: 23.36

Top Right Diagram:

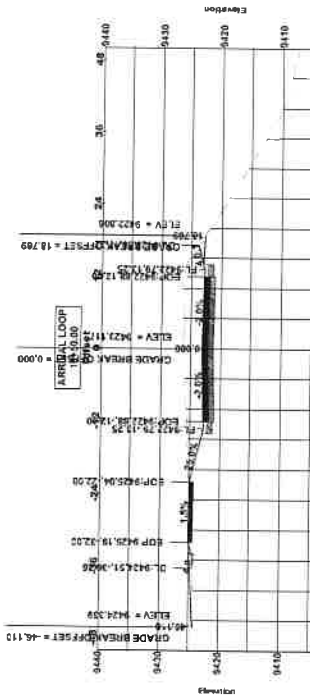
- ARRIVAL LOOP: 18.00.00
- GRADE BREAK OFFSET: 23.36
- ELEV = 9418.07
- ELEV = 9417.84
- ELEV = 9417.73
- ELEV = 9417.55
- ELEV = 9418.03
- GRADE BREAK OFFSET: 23.36

Bottom Left Diagram:

- ARRIVAL LOOP: 18.00.00
- GRADE BREAK OFFSET: 23.36
- ELEV = 9418.07
- ELEV = 9417.84
- ELEV = 9417.73
- ELEV = 9417.55
- ELEV = 9418.03
- GRADE BREAK OFFSET: 23.36

Bottom Right Diagram:

- ARRIVAL LOOP: 18.00.00
- GRADE BREAK OFFSET: 23.36
- ELEV = 9418.07
- ELEV = 9417.84
- ELEV = 9417.73
- ELEV = 9417.55
- ELEV = 9418.03
- GRADE BREAK OFFSET: 23.36



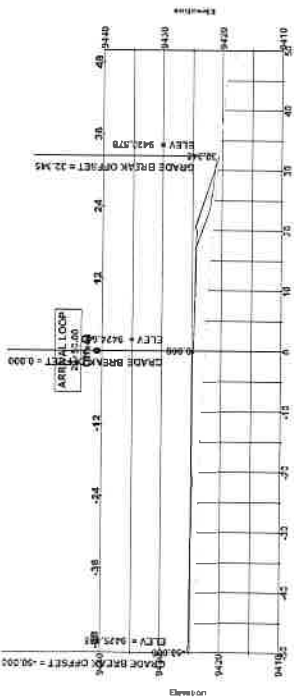
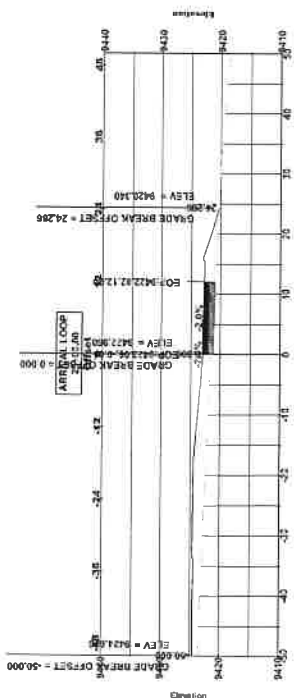
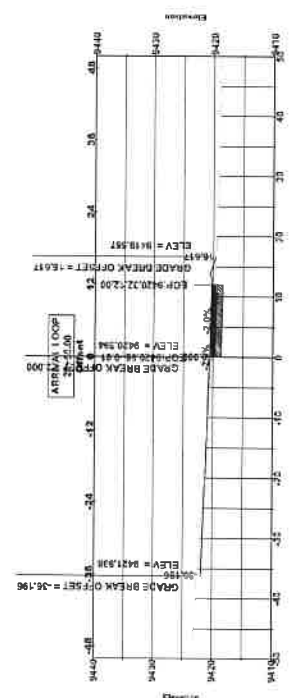
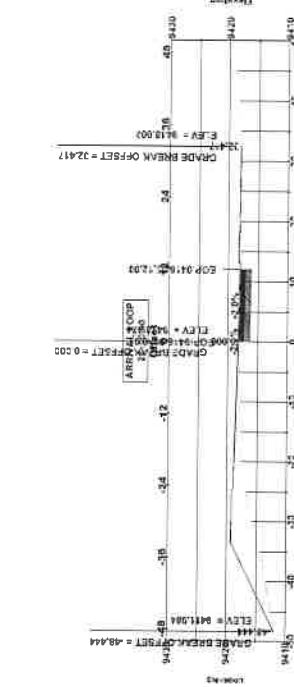
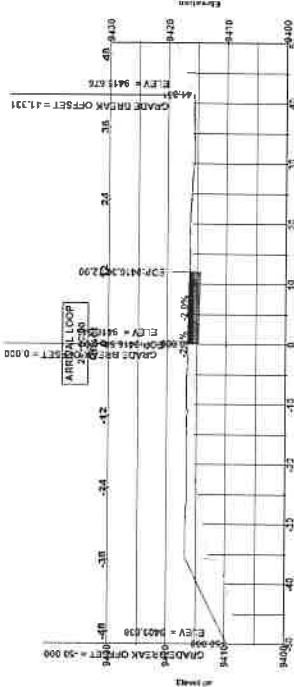
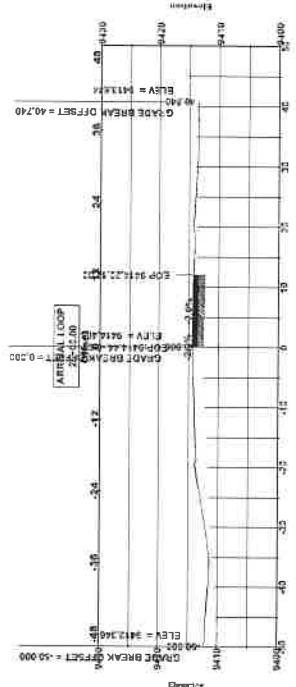


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TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
CROSS SECTIONS STA 22+50 TO 25+00

REVISIONS:

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04/30/2021

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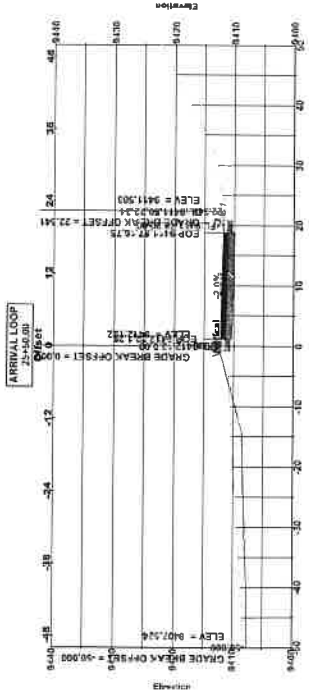
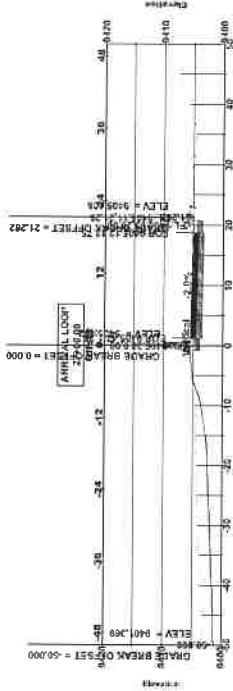
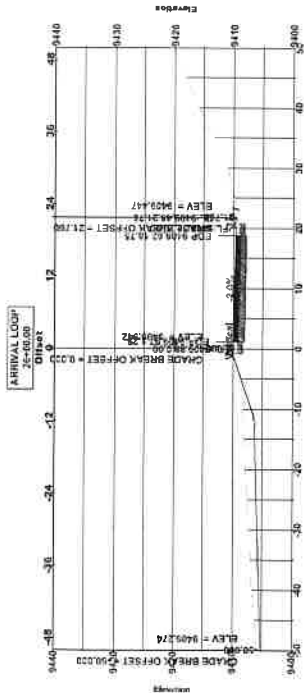
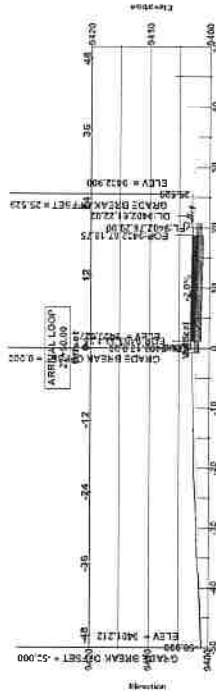
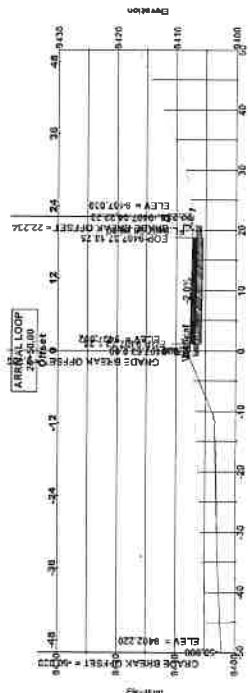
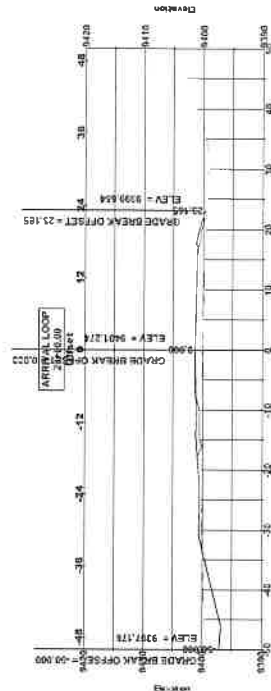


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TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
CROSS SECTIONS STA 25+50 TO 28+00

REVISIONS

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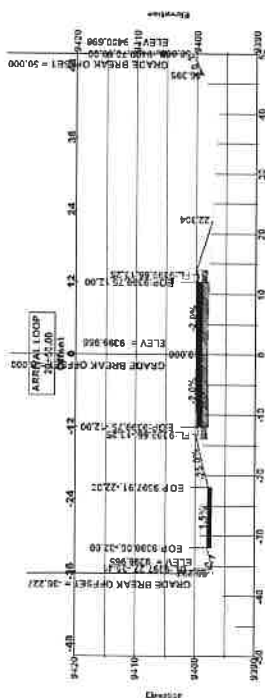
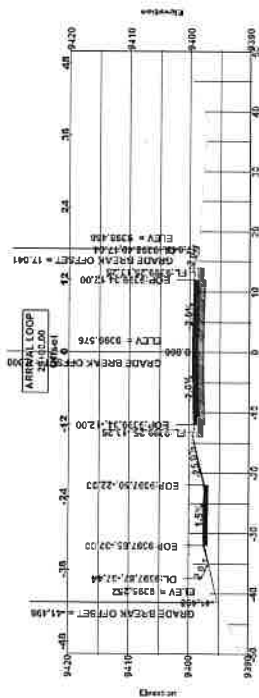
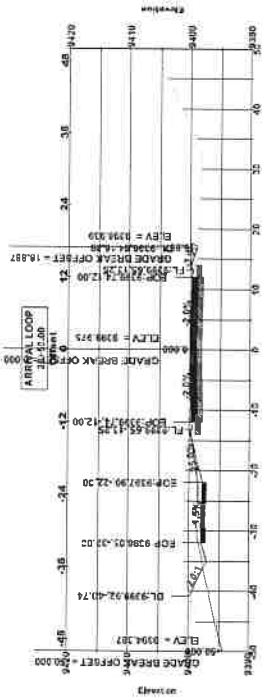


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TAOS SKI VALLEY
ENTRY ROAD REALIGNMENT
CROSS SECTIONS STA 28+50 TO 29+50

REVISIONS:

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Council Notes for November 23 ,2021 Meeting:

Revenues:

GRT : This month last year: \$82,049 This month this Year: \$114,462 *

Last Year YTD: \$270,930 This Year YTD: \$309,141

The TIDD received \$39,758 in October for August collections.

- Please note that GRT collections for October are overstated. TRD was contacted because the amount seemed off to the baseline and what the TIDD received. It was confirmed that a filer used the incorrect code. The Village is waiting to hear back from TRD as to how it will be handled. If this were correct, collections through October would be up 14%.

Lodgers Tax:

This month last year: \$17,195

This Month this year: \$22,967

YTD Last year: \$53,373 YTD This year YTD: \$106,823

REVENUES:

- We received \$14,367 in hold harmless GRT revenue in October which will be transferred to the USDA fund for monthly loan payments and reserves for the WWTP
- Combined Water and sewer sales are down 2.5-3%
- Lodger's tax collections are up 100%
- Village received \$315.79 in property tax collections in October 2021. Collections remain up 2%.

• EXPENSES:

- Materials and supplies are down from last year because the Twining Road dust control work was included in these months in FY2021 but not in FY2022.
- Dues and fees are up. NMML annual membership dues increased significantly this year.
- Equipment repair expense is down.... less major equipment repairs year to date.
- Small equipment is up because of new firearms for the police department. Their weapons were 20 years old.
- Vehicle maintenance is up because of repairs to backhoe
- The Village has been receiving fuel invoice from TSVI in a more timely manner this year so the fuel expense is more accurately stated for FY2022 YTD.
- We have not made any capital equipment purchases yet this fiscal year. Last year the Village purchased an electronic message board and some pumps.

Net income at the end of October \$415,568. Less Fire Loan disbursement revenue (\$454,115):

Actual Net LOSS: (38,547.54)

Oct 2021 Ending balance: Water fund \$6,530.28 (This includes the transfer of \$20,000 in Sept)
Sewer Fund \$8,024.80 (No transfer was made to the sewer fund)

OTHER:

- The audit was submitted on 10/1/2021 along with the TIDD audit.

VILLAGE OF TAOS SKI VALLEY
Profit & Loss Prev Year Comparison
July through October 2021

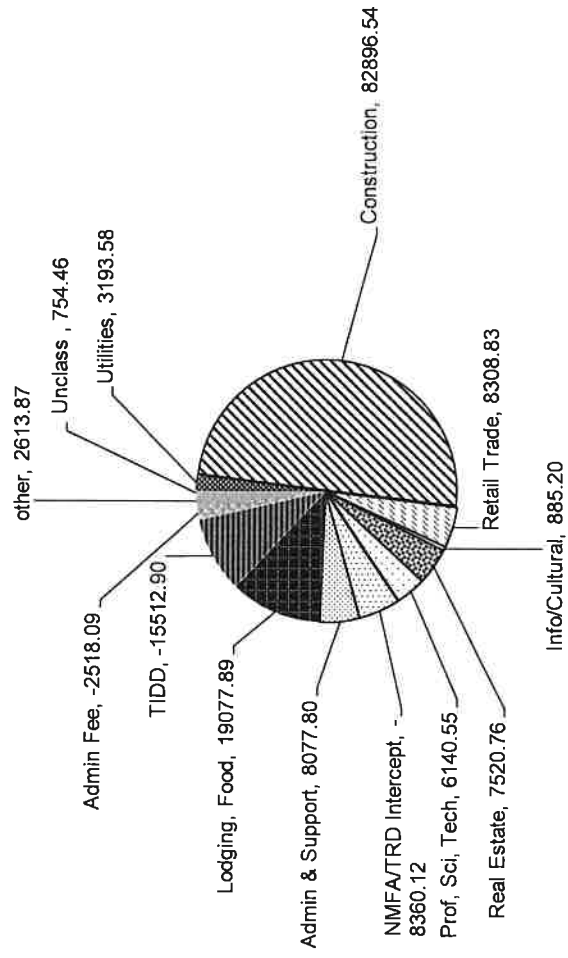
| | Jul - Oct 21 | Jul - Oct 20 | \$ Change | % Change |
|--|---------------------|---------------------|-------------------|---------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 4016 · Revenue - GRT ITG Telecom | 43.44 | 0.00 | 43.44 | 100.0% |
| 4017 Revenue GRT Comp Tax | 2,924.32 | 0.00 | 2,924.32 | 100.0% |
| 4012 · REVENUE -Water Sales | 53,090.07 | 54,465.02 | -1,374.95 | -2.52% |
| 4013 · Revenue - Sewer | 193,012.13 | 199,652.07 | -6,639.94 | -3.33% |
| 4018 · REVENUE- GRT HB 6 | 253.34 | 380.00 | -126.66 | -33.33% |
| 4019 · REVENUE-Hold Harmless GRT | 48,452.99 | 44,145.03 | 4,307.96 | 9.76% |
| 4020 · REVENUE - GRT MUNICIPAL | 300,939.05 | 132,562.48 | 168,376.57 | 127.02% |
| 4021 · REVENUE - GRT- STATE | 0.00 | 132,367.09 | -132,367.09 | -100.0% |
| 4025 · REVENUE -LIQUOR LICENSES | 500.00 | 0.00 | 500.00 | 100.0% |
| 4026 · REVENUE - BUSINESS LICENSE | 3,730.00 | 2,255.00 | 1,475.00 | 65.41% |
| 4027 · REVENUE - OTHER | 40,568.64 | 26,374.31 | 14,194.33 | 53.82% |
| 4028 · REVENUE - GASOLINE TAX | 1,764.02 | 1,781.54 | -17.52 | -0.98% |
| 4029 · REVENUE - LODGER'S TAX | 106,823.30 | 53,373.38 | 53,449.92 | 100.14% |
| 4031 · REVENUE - PARKING FINES | 35.00 | 490.00 | -455.00 | -92.86% |
| 4034 · REVENUE - MOTOR VEHICLE FEES | 6,081.06 | 6,230.15 | -149.09 | -2.39% |
| 4035 · REVENUE - BUILDING PERMITS | 10,166.88 | 25,478.42 | -15,311.54 | -60.1% |
| 4036 · REVENUE -Licenses/Permits Other | 750.00 | 80.00 | 670.00 | 837.5% |
| 4037 · REVENUE - GENERAL GRANTS | 28,104.50 | 303,222.71 | -275,118.21 | -90.73% |
| 4040 · REVENUE - WATER CONNECTION FEES | 0.00 | 4,699.36 | -4,699.36 | -100.0% |
| 4041 · REVENUE - SEWER CONNECTION FEES | 0.00 | 3,784.18 | -3,784.18 | -100.0% |
| 4046 · REVENUE - SOLID WASTE FEE | 22,749.41 | 23,291.02 | -541.61 | -2.33% |
| 4047 · REVENUE - OTHER OPERATING | 2,947.69 | 860.33 | 2,087.36 | 242.62% |
| 4049 · REVENUE - FIRE GRANTS | 106,403.50 | 50,950.40 | 55,453.10 | 108.84% |
| 4050 · REVENUE - IMPACT FEES | 0.00 | 6,873.40 | -6,873.40 | -100.0% |
| 4058 · Plan Review Fees | 1,124.48 | 6,256.65 | -5,132.17 | -82.03% |
| 4061 · Bond Proceeds | 454,115.50 | 0.00 | 454,115.50 | 100.0% |
| 4100 · Miscellaneous Revenues | | | | |
| 4110 · Misc Revenue- TIDD reimburse | 3,806.56 | 2,300.25 | 1,506.31 | 65.49% |
| Total 4100 · Miscellaneous Revenues | 3,806.56 | 2,300.25 | 1,506.31 | 65.49% |
| 4190 · Rental Fees | 5,000.00 | 6,450.00 | -1,450.00 | -22.48% |
| 7004 · REVENUE - FINANCE CHARGE ON W/S | 1,251.80 | 843.70 | 408.10 | 48.37% |
| 7005 · REVENUE - INTEREST INCOME | 1,767.04 | 4,544.27 | -2,777.23 | -61.12% |
| 7006 · REVENUE -INVESTMENT INTEREST | 24.21 | 3,739.82 | -3,715.61 | -99.35% |
| 7007 · REVENUE - INTEREST IMPACT FEES | 16.24 | 17.61 | -1.37 | -7.78% |
| 7010 · REVENUE - AD VALOREM TAX | 11,725.01 | 11,474.15 | 250.86 | 2.19% |
| 9000 · BEG. BALANCE | 0.00 | 0.00 | 0.00 | 0.0% |
| Total Income | 1,408,170.18 | 1,108,942.34 | 299,227.84 | 26.98% |
| Gross Profit | 1,408,170.18 | 1,108,942.34 | 299,227.84 | 26.98% |
| Expense | | | | |
| 6100 · Salary and Benefits | | | | |
| 6112 · SALARIES - STAFF | 307,458.74 | 342,871.24 | -35,412.50 | -10.33% |
| 6113 · SALARIES - ELECTED | 10,504.56 | 11,817.63 | -1,313.07 | -11.11% |
| 6114 · SALARIES - PART TIME | 0.00 | 3,055.00 | -3,055.00 | -100.0% |
| 6115 · Overtime salaries | 947.61 | 2,137.38 | -1,189.77 | -55.67% |
| 6121 · WORKER'S COMP INSURANCE | 10,306.00 | 10,208.44 | 97.56 | 0.96% |
| 6122 · HEALTH INSURANCE | 70,747.34 | 68,537.42 | 2,209.92 | 3.22% |
| 6125 · FICA EMPLOYER'S SHARE | 19,363.54 | 21,945.65 | -2,582.11 | -11.77% |
| 6126 · WORKMAN'S COMP PERSONAL ASSESS | 81.70 | 86.00 | -4.30 | -5.0% |
| 6127 · SUTA STATE UNEMPLOYEMENT | 315.43 | 274.03 | 41.40 | 15.11% |
| 6128 · PERA Employer Portion | 29,211.85 | 32,115.68 | -2,903.83 | -9.04% |
| 6130 · HEALTH INCENTIVE - SKI PASS/GYM | 600.00 | 600.00 | 0.00 | 0.0% |
| 6133 · Life Insurance | 318.26 | 331.29 | -13.03 | -3.93% |
| 6134 · Dental Insurance | 4,562.92 | 4,385.31 | 177.61 | 4.05% |
| 6135 · Vision Insurance | 801.40 | 773.76 | 27.64 | 3.57% |

VILLAGE OF TAOS SKI VALLEY
Profit & Loss Prev Year Comparison
July through October 2021

| | Jul - Oct 21 | Jul - Oct 20 | \$ Change | % Change |
|--|--------------|--------------|-------------|----------|
| 6136 · FICA -EMPLOYER SHARE MEDICARE | 4,528.61 | 5,132.43 | -603.82 | -11.77% |
| Total 6100 · Salary and Benefits | 459,747.96 | 504,271.26 | -44,523.30 | -8.83% |
| 6220 · OUTSIDE CONTRACTORS | 194,500.19 | 387,233.10 | -192,732.91 | -49.77% |
| 6225 · ENGINEERING | 2,064.92 | 59,083.10 | -57,018.18 | -96.51% |
| 6230 · LEGAL SERVICES | 24,899.85 | 48,712.20 | -23,812.35 | -48.88% |
| 6242 · ACCOUNTING | 4,753.72 | 4,457.08 | 296.64 | 6.66% |
| 6244 · AUDIT | 0.00 | 0.00 | 0.00 | 0.0% |
| 6251 · WATER PURCHASE, STORAGE | 93.53 | 90.61 | 2.92 | 3.22% |
| 6252 · INTERNET | 2,847.36 | 684.88 | 2,162.48 | 315.75% |
| 6253 · ELECTRICITY | 25,181.02 | 28,971.87 | -3,790.85 | -13.09% |
| 6256 · TELEPHONE | 5,691.63 | 5,891.25 | -199.62 | -3.39% |
| 6257 · RENT PAID | 750.00 | 0.00 | 750.00 | 100.0% |
| 6258 · WATER CONSERVATION FEE | 148.53 | 164.15 | -15.62 | -9.52% |
| 6259 · Natural Gas | 1,033.41 | 695.99 | 337.42 | 48.48% |
| 6270 · LIABILITY & LOSS INSURANCE | 84,199.00 | 75,629.57 | 8,569.43 | 11.33% |
| 6310 · Advertising | 1,220.92 | 0.00 | 1,220.92 | 100.0% |
| 6312 · CHEMICALS & NON DURABLES | 5,191.44 | 3,378.40 | 1,813.04 | 53.67% |
| 6313 · MATERIAL & SUPPLIES | 16,850.18 | 37,635.86 | -20,785.68 | -55.23% |
| 6314 · Dues/fees/registration/renewals | 5,006.31 | 3,142.00 | 1,864.31 | 59.34% |
| 6315 · BANK CHARGES | 595.27 | 679.83 | -84.56 | -12.44% |
| 6316 · Software | 2,420.54 | 2,414.12 | 6.42 | 0.27% |
| 6317 · Personal Protective Equipment | 3,020.85 | 7,064.91 | -4,044.06 | -57.24% |
| 6318 · Postage | 697.00 | 835.90 | -138.90 | -16.62% |
| 6320 · EQUIPMENT REPAIR & PARTS | 694.05 | 14,381.47 | -13,687.42 | -95.17% |
| 6321 · BUILDING MAINTENANCE | 0.00 | 45.14 | -45.14 | -100.0% |
| 6322 · SMALL EQUIP & TOOL PURCHASES | 2,616.00 | 822.69 | 1,793.31 | 217.98% |
| 6323 · SYSTEM REPAIR & PARTS | 1,618.50 | 0.00 | 1,618.50 | 100.0% |
| 6331 · OUTSIDE TESTING SERVICES | 1,938.43 | 0.00 | 1,938.43 | 100.0% |
| 6332 · EQUIPMENT RENTALS | 8,074.20 | 2,185.00 | 5,889.20 | 269.53% |
| 6417 · VEHICLE MAINTENANCE | 9,274.35 | 4,809.60 | 4,464.75 | 92.83% |
| 6418 · FUEL EXPENSE | 6,157.33 | 3,407.60 | 2,749.73 | 80.69% |
| 6432 · TRAVEL & PER DIEM | 788.79 | 0.00 | 788.79 | 100.0% |
| 6434 · TRAINING | 2,864.23 | 827.00 | 2,037.23 | 246.34% |
| 6435 · Training Elected Officials | 349.64 | 0.00 | 349.64 | 100.0% |
| 6560 · Payroll Expenses | 0.00 | 0.00 | 0.00 | 0.0% |
| 6570 · Other Operations Expenses | 7,117.99 | 5,084.13 | 2,033.86 | 40.0% |
| 6712 · LAB CHEMICALS & SUPPLIES | 880.77 | 2,598.92 | -1,718.15 | -66.11% |
| 6716 · LAB TESTING SERVICES | 3,415.71 | 2,379.60 | 1,036.11 | 43.54% |
| 8322 · CAPITAL EXPENDITURES | 0.00 | 28,161.05 | -28,161.05 | -100.0% |
| 8428 · Debt Service GRT FY2020 repay | 10,386.60 | 10,386.60 | 0.00 | 0.0% |
| 8430 · USDA FY20 Interest Expense | 52,226.50 | 58,582.17 | -6,355.67 | -10.85% |
| 8431 · USDA FY20 Principal Expense | 43,285.50 | 36,929.83 | 6,355.67 | 17.21% |
| Total Expense | 992,602.22 | 1,341,636.88 | -349,034.66 | -26.02% |
| Net Ordinary Income | 415,567.96 | -232,694.54 | 648,262.50 | 278.59% |
| Other Income/Expense | | | | |
| Other Expense | | | | |
| 9001 · TRANSFER TO (IN) FUND | -322,855.87 | -741,328.46 | 418,472.59 | 56.45% |
| 9002 · TRANSFER FROM (OUT) FUND | 322,855.87 | 741,328.46 | -418,472.59 | -56.45% |
| Total Other Expense | 0.00 | 0.00 | 0.00 | 0.0% |
| Net Other Income | 0.00 | 0.00 | 0.00 | 0.0% |
| Net Income | 415,567.96 | -232,694.54 | 648,262.50 | 278.59% |

| | |
|---|-------------|
| Actual Loss when Fire Loan removed: July-Oct FY 2022 profit/(Loss) | (38,547.54) |
|---|-------------|

Village of Taos Ski Valley Gross Receipts Distribution October 2021



| | | | |
|--------------------|------------|--------------------|------------|
| Utilities | 3,193.58 | Utilities Fee | 3,193.58 |
| Unclass | 754.46 | Unclass | 754.46 |
| other | 2,613.87 | other | 2,613.87 |
| Admin Fee | -2,518.09 | Admin Fee | -2,518.09 |
| TIDD | -15,512.90 | TIDD | -15,512.90 |
| Lodging, Food | 19,077.89 | Lodging, Food | 19,077.89 |
| Admin & Support | 8,077.80 | Admin & Support | 8,077.80 |
| NMFA/TRD Intercept | 8360.12 | NMFA/TRD Intercept | 8360.12 |
| Prof, Sci, Tech | 6,140.55 | Prof, Sci, Tech | 6,140.55 |
| Real Estate | 7,520.76 | Real Estate | 7,520.76 |
| Info/Cultural | 885.20 | Info/Cultural | 885.20 |
| Retail Trade | 8,308.83 | Retail Trade | 8,308.83 |
| Construction | 82,896.54 | Construction | 82,896.54 |

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 2012 | \$64,073.01 | \$26,203.38 | \$23,181.89 | \$42,430.30 | \$60,186.45 | \$32,954.89 | \$47,797.29 | \$207,267.40 | \$162,805.78 | \$182,358.83 | \$200,924.87 | \$42,673.54 |
| YTD | \$64,073.01 | \$90,276.39 | \$113,458.28 | \$155,888.58 | \$216,075.03 | \$249,029.92 | \$296,827.21 | \$504,094.61 | \$666,900.39 | \$849,259.22 | \$1,050,184.09 | \$1,092,857.63 |
| FY 2013 | \$36,835.14 | \$20,863.12 | \$45,705.38 | \$27,699.69 | \$66,674.98 | \$48,677.59 | \$50,727.81 | \$178,549.60 | \$163,125.28 | \$166,032.40 | \$203,817.88 | \$21,818.85 |
| YTD | \$36,835.14 | \$57,698.26 | \$103,403.64 | \$131,103.33 | \$197,778.31 | \$246,455.90 | \$297,183.71 | \$475,733.31 | \$638,858.59 | \$804,890.99 | \$1,008,708.87 | \$1,030,527.72 |
| FY 2014 | \$32,785.51 | \$20,399.76 | \$33,382.63 | \$32,521.83 | \$42,153.17 | \$47,625.85 | \$41,859.55 | \$187,697.06 | \$165,940.26 | \$157,119.60 | \$217,538.39 | \$33,070.40 |
| YTD | \$32,785.51 | \$53,185.27 | \$86,567.90 | \$119,089.73 | \$161,242.90 | \$208,868.75 | \$250,728.30 | \$438,425.36 | \$604,365.62 | \$761,485.22 | \$979,023.61 | \$1,012,094.01 |
| FY 2015 | \$50,101.37 | \$20,302.81 | \$45,180.40 | \$67,963.83 | \$54,978.94 | \$102,903.79 | \$88,137.83 | \$228,895.80 | \$200,123.07 | \$208,944.00 | \$231,566.84 | \$70,845.96 |
| YTD | \$50,101.37 | \$70,404.18 | \$115,584.58 | \$183,548.41 | \$238,527.35 | \$341,431.14 | \$429,568.97 | \$658,464.77 | \$858,587.84 | \$1,067,531.84 | \$1,299,098.68 | \$1,369,944.64 |
| FY 2016 | \$37,891.82 | \$20,239.04 | \$97,742.38 | \$25,839.07 | \$197,397.64 | \$95,985.99 | \$224,614.99 | \$103,161.00 | \$166,682.00 | \$180,838.00 | \$201,624.53 | \$38,366.93 |
| YTD | \$37,891.82 | \$58,130.86 | \$155,873.24 | \$181,712.31 | \$379,109.95 | \$475,095.94 | \$699,710.93 | \$802,871.93 | \$969,553.93 | \$1,150,391.93 | \$1,352,016.46 | \$1,390,383.39 |
| FY 2017 | \$119,909.94 | \$55,423.48 | \$87,873.13 | \$142,357.47 | \$41,995.22 | \$148,618.10 | \$142,636.32 | \$187,613.18 | \$204,129.97 | \$165,451.68 | \$208,890.93 | \$76,774.96 |
| YTD | \$119,909.94 | \$175,333.42 | \$263,206.55 | \$405,564.02 | \$447,559.24 | \$596,177.34 | \$738,813.66 | \$926,426.84 | \$1,130,556.81 | \$1,296,008.49 | \$1,504,899.42 | \$1,581,674.38 |
| FY 2018 | \$29,864.17 | \$48,702.07 | \$58,630.68 | \$75,354.62 | \$89,599.77 | \$118,550.59 | \$207,717.57 | \$250,972.85 | \$212,959.98 | \$187,022.24 | \$243,419.70 | \$35,925.42 |
| YTD | \$29,864.17 | \$78,566.24 | \$137,196.92 | \$212,551.54 | \$302,151.31 | \$420,701.90 | \$628,419.47 | \$879,392.32 | \$1,092,352.30 | \$1,279,374.54 | \$1,522,794.24 | \$1,558,719.66 |
| FY 2019 | \$54,483.94 | \$55,106.22 | \$86,640.50 | \$136,554.40 | \$141,644.03 | \$189,464.82 | \$258,317.57 | \$323,305.93 | \$301,671.26 | \$252,340.78 | \$319,694.92 | \$86,838.09 |
| YTD | \$54,483.94 | \$109,590.16 | \$196,230.66 | \$332,785.06 | \$474,429.09 | \$663,893.91 | \$922,211.48 | \$1,245,517.41 | \$1,547,188.67 | \$1,799,529.45 | \$2,119,224.37 | \$2,206,062.46 |
| FY 2020 | \$73,181.77 | | \$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 |
| FY 2021 | \$68,159.90 | \$74,233.88 | \$46,486.94 | \$82,049.26 | \$89,940.38 | \$149,265.06 | \$122,193.28 | \$251,925.28 | \$236,440.15 | \$214,210.24 | \$289,075.34 | \$55,873.27 |
| YTD | \$68,159.90 | \$142,393.78 | \$188,880.72 | \$270,929.98 | \$360,870.36 | \$510,135.42 | \$632,328.70 | \$884,253.98 | \$1,120,694.13 | \$1,334,904.37 | \$1,623,979.71 | \$1,679,852.98 |
| FY 2022 | \$68,717.19 | \$41,194.60 | \$84,767.28 | \$114,462.17 | | | | | | | | |
| YTD | \$68,717.19 | \$109,911.79 | \$194,679.07 | \$309,141.24 | \$309,141.24 | \$309,141.24 | \$309,141.24 | \$309,141.24 | \$309,141.24 | \$309,141.24 | \$309,141.24 | \$309,141.24 |

Current month GRT collections reflects money generated 2 months prior.

*Funds pending correction from filer using wrong crs code FY22 Oct

LODGERS' TAX

| | July | August | September | October | November | December | January | February | March | April | May | June |
|---------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 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 | \$101,282.31 | \$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 | \$96,688.81 | \$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 |
| FY 2019 | \$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 |
| FY 2020 | \$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 | \$88,226.73 | \$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 |
| FY 2021 | \$8,171.37 | \$15,170.58 | \$12,836.91 | \$17,194.52 | \$14,423.38 | \$6,231.96 | \$55,290.11 | \$42,558.56 | \$84,760.20 | \$96,555.93 | \$10,267.66 | \$7,219.30 |
| YTD | \$8,171.37 | \$23,341.95 | \$36,178.86 | \$53,373.38 | \$67,796.76 | \$74,028.72 | \$129,318.83 | \$171,877.39 | \$256,637.59 | \$353,193.52 | \$363,461.18 | \$370,680.48 |
| FY 2022 | \$18,245.95 | \$38,815.26 | \$26,765.37 | \$22,996.72 | | | | | | | | |
| YTD | \$18,245.95 | \$57,061.21 | \$83,826.58 | \$106,823.30 | \$106,823.30 | \$106,823.30 | \$106,823.30 | \$106,823.30 | \$106,823.30 | \$106,823.30 | \$106,823.30 | \$106,823.30 |

FY2022 TIDD GRT Distribution

| Date | VTSV Increment | State Increment | Admin Fees | Pay Backs | Total TIDD | NMFA & DS | Hold Harmless | VTSV Cash |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| 7/15/2020 | 33,001.75 | 26,100.24 | (470.56) | | 58,631.43 | 8,360.12 | 10,955.34 | 68,159.90 |
| 8/15/2020 | 91,310.13 | 72,214.82 | (1,301.95) | | 162,223.00 | 8,360.12 | 17,351.58 | 74,233.88 |
| 9/15/2020 | 4,754.39 | 3,760.14 | (67.80) | | 8,446.73 | 8,360.12 | 5,914.84 | 46,486.94 |
| 10/15/2020 | | | | | | 8,360.12 | 9,054.12 | 82,049.26 |
| 11/15/2020 | 41,033.88 | 32,452.60 | (585.07) | (5,287.34) | 67,614.07 | 8,360.12 | 13,955.88 | 89,940.88 |
| 12/15/2020 | 42,857.41 | 33,894.84 | (611.07) | | 76,141.18 | 8,360.12 | 20,107.93 | 149,265.05 |
| 1/15/2021 | 25,691.54 | 19,586.12 | (366.32) | | 45,643.98 | 8,360.12 | 15,674.26 | 122,193.28 |
| 2/16/2021 | 20,570.43 | 16,268.94 | (293.30) | | 36,546.07 | 8,360.12 | 28,223.93 | 251,925.28 |
| 3/22/2021 | 35,997.19 | 28,455.45 | (677.71) | | 63,774.93 | 8,360.12 | 25,921.01 | 236,440.00 |
| 4/20/2021 | 16,939.11 | 13,542.64 | (316.75) | | 30,165.00 | 8,360.12 | 23,486.48 | 214,210.24 |
| 5/15/2021 | 9,444.65 | 7,470.15 | (177.75) | | 16,737.05 | 8,360.12 | 31,704.13 | 289,075.34 |
| 6/16/2021 | 38,058.81 | 30,658.74 | (708.42) | | 68,009.13 | 8,360.12 | 6,105.71 | 55,823.77 |
| TOTAL FY21 | 359,659.29 | 284,404.68 | (5,576.70) | (5,287.34) | 633,932.57 | 100,321.44 | 208,455.21 | 1,679,803.82 |

| | | | | | | | | |
|-------------------|------------------|-------------------|-------------------|----------|-------------------|------------------|------------------|-------------------|
| 7/15/2021 | 22,594.97 | 17,869.77 | (425.27) | | 40,039.47 | 8,360.12 | 10,081.12 | 68,717.19 |
| 8/15/2021 | 22,292.78 | 36,146.76 | (413.32) | | 58,026.22 | 8,360.12 | 10,960.32 | 41,194.66 |
| 9/15/2021 | 32,826.02 | 51,922.38 | (617.83) | | 84,130.57 | 8,360.12 | 13,044.53 | 84,767.28 |
| 10/15/2021 | 15,512.90 | 24,537.46 | (291.97) | | 39,758.39 | 8,360.12 | 14,367.03 | 114,462.17 |
| 11/15/2021 | | | | | | | | |
| 12/15/2021 | | | | | | | | |
| 1/15/2022 | | | | | | | | |
| 2/16/2022 | | | | | | | | |
| 3/22/2022 | | | | | | | | |
| 4/20/2022 | | | | | | | | |
| 5/15/2022 | | | | | | | | |
| 6/16/2022 | | | | | | | | |
| TOTAL FY22 | 93,226.67 | 130,476.37 | (1,748.39) | - | 221,954.65 | 33,440.48 | 48,453.00 | 309,141.30 |

TOTAL FY2016-FY2022 4,409,757.80 3,527,657.75 (65,580.91) (80,952.08) 7,791,615.20 408,816.77 964,171.49 9,729,912.50

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

| Law Enforcement | Monthly Public Safety Report | | Oct-21 | Totals |
|--------------------------------|------------------------------|----------|-------------|--------|
| | R. Salazar | V. Vigil | S. Trujillo | |
| 911 Hang Up | 1 | | | |
| Alcohol Offense - Adult | | | | |
| Animal Calls | | 1 | | 1 |
| Arrests | | | | |
| Assists to other Agencies | | 3 | | 3 |
| B & E / Burglary | | | | |
| Battery or Assault | | | | |
| Business Alarm | | 3 | | 3 |
| Citizen Assists/Contacts | 21 | 25 | | 46 |
| Civil Stand-by/Civil Complaint | | | | |
| Disorderly /Disturbance | | | | |
| Domestic Calls | | 1 | | 1 |
| Embezzlement | | | | |
| Foot Patrol Hours | 28 | 22 | | 50 |
| Found/Lost Property | | 1 | | 1 |
| Fraud Complaint | | | | 1 |
| Harassment | | | | |
| Health Orders | | | | |
| Larceny | | 1 | | 1 |
| Law Unknown/Information | | | | |
| Missing Adult/Person | | | | |
| MVC's | | | | |
| Narcotics Adult | | | | |
| Parking Citations | | | | |
| Private Property Crash | | | | |
| Property Damage | | | | |
| Reckless Driver | 1 | | | 1 |
| Residential Alarm | 3 | 1 | | 4 |
| Shots Fired | | | | |
| Suspicious Persons/Vehicles | | 1 | | 1 |
| Theft | 1 | | | 1 |
| Traffic Enforcement Hours | 12 | 15 | | 27 |
| Traffic Hazard | | 1 | | 1 |
| Traffic Stops | 0 | 2 | 1 | 3 |
| Tresspass Warnings | | 1 | | 1 |
| Vehicle Alarm | | | | |
| Vehicle Theft | 1 | | | 1 |
| Verbal Warnings | | 5 | | 5 |
| Welfare Check | 2 | | | 2 |
| Written Citations | | | | |
| Written Warnings | | | | |
| Fire Alarm | 1 | 1 | | 2 |
| Fire Calls | 1 | | | 1 |
| Fire/EMS | 1 | 1 | | 2 |
| SAR | | 1 | | 1 |

Report for Taos Ski Valley Fire Rescue

Month of October

Calls

- Fire Calls
 - 4 Fire/CO alarm
 - 1 Elevator Rescue
 - 7 Sign of Smoke
 - 1 Brush Fire
 - 1 Down Powerline
- EMS/SAR
 - No EMS Calls

Total of 14 calls for the month of October

Total calls year to date are 93

2021 Dodge 5500 Mini Pumper is in the finishing stages of equipment installation and waiting on delivery date from sales representative.

Planning & Community Development Department
Monthly Report to the Village Council
November 2021

Projects Updates and Key Initiatives:

Twining Road Reconstruction Project - Preliminary engineering and design (30%) completed. Survey 90% completed. Successfully granted \$100,000 to complete final design and engineering from 2021 Legislative Capital Outlay request supported by Rep. K. Ortiz. Status presentation to Council at December meeting. Intent remains to have all engineering and design work completed during 2022.

Water Plan Report - Project has evolved into a collaboration effort between TSVI and the Village. Draft report completed and currently under Village staff review. New report will provide a concise summary of VTSV's water supply across time and various expected climatic conditions and the projected water demand into the near and medium-term future. Report will delineate how much water supply remains to serve new and projected development. The concise summary report will help guide land use planning and development decision making.

AmeriCorps Program Coordination - The Village is presently hosting an AmeriCorps Member during the 2021-22 program year. Scotney Blackburn began her service year with the Village on October 12th. Until late August 2022, she will be assisting the Village Park & Recreation Committee on numerous tasks and activities such as trail design and construction, signage, special events, and community outreach. In addition, she will be supporting the FireWise Committee on wildfire mitigation measures and Village-wide property fire hazard assessments as well as expanding the Village's social media presence.

Development Impact Fees Updated Study - On November 1st, the Planning and Zoning Commission considered and recommended for approval the updated 2021 Capital Improvement Plan. A Resolution adopting the same will be presented at the December 14 Council meeting.

Avalanche Hazard Assessment & Mapping Update - A detailed review and report to update the village's avalanche hazard maps and the existing avalanche hazard zoning ordinance. The existing avalanche hazard maps are based on a 2001 Study by Arthur I. Mears, P.E. Since 2001, notable advances in avalanche science and new snow and avalanche data will lead to improvements in the Village's understanding and better land use regulations to protect the public's health, safety, and welfare. The Update continues to be delayed due to procurement

issues. Necessary fieldwork will not be completed prior to snowfall. Project to be resumed next Spring.

Planning GIS Office - Task/project work ongoing including continued coordination on E911 NexGen Compliance and address updating, underground electric in Amizette, Village public roads inventory and map, staff training on GIS functionality and to improve workflow efficiency, and wildland fire rating system development.

Planning Commission Meetings - No December meeting. Next scheduled meeting is January 10, 2022.

PUBLIC WORKS UPDATE
November 23, 2021

- Water:
 - Monthly sampling
 - Water Sold
 - Total 534,120 gallons
 - Residential 84,830 gallons
 - Commercial 449,290 gallons
 - Maintenance and Repairs
 - Repaired faulty fitting on Green Tank altitude valve
 - Repaired faulty fitting on Pioneer Glades PRV
 - Isolated altitude valve for Pioneer Glades altitude valve
 - Manually controlled
 - Worked with Wheeler Peak Condos to connect water service line to the Kachina Water Tank
 - As of November 16, 2021, they are connected to the Kachina Water Tank with improved pressure without the need of booster pumps.
 - Checking on dead end by-pass service connections for preventative maintenance for freeze protection
- Wastewater:
 - Compliance report for October 2021
 - Compliance – No issues to report.

| Date | BOD Data | | pH | TSS | | NH ₃ (Ammonia) | | Total P | | Flow, MGD | | E.Coli | Fecal | Date | Total N: mg/L | | Total N: lb/d | | Influent Flow MG | |
|------------------|----------|-------|--------|------|-------|---------------------------|------|---------|------|-----------|----------------|--------|-------|------------|-----------------|-----------------|---------------|-------|---------------------|--------|
| | mg/L | lb/d | | mg/L | lb/d | mg/L | lb/d | mg/L | lb/d | Daily | Weekly Average | CFU | CFU | | TKN + NO3 + NO2 | TKN + NO3 + NO2 | | | | |
| 13 | 2.00 | 0.56 | 7.51 | 0.35 | 0.10 | 0.42 | 0.12 | 0.73 | 0.20 | 0.033 | 0.032 | 1.00 | 1.00 | 13 | 2.31 | | 0.64 | 0.024 | | |
| 27 | | | 7.70 | | | | | | | 0.016 | 0.018 | 1.00 | 1.00 | 27 | 0.00 | | 0.00 | 0.017 | | |
| Total | | 0.56 | | | 0.10 | | 0.12 | | 0.20 | 0.745 | 0.116 | | | Total | Total Nitrogen | | | | | |
| 7 Day Avg (MAX) | 2.00 | 0.56 | 7.80 | 0.35 | 0.10 | 0.42 | 0.12 | 0.73 | 0.20 | 0.038 | 0.023 | 1.00 | 1.00 | 7 Day Avg | 2.31 | | 0.64 | 0.729 | | |
| Min | 2.00 | 0.56 | 7.35 | 0.35 | 0.10 | 0.42 | 0.12 | 0.73 | 0.20 | 0.011 | 0.016 | 1.00 | 1.00 | Min | mg/L lb/d | | | | 0.046 | |
| 30 Day Avg (AVG) | 2.00 | 0.56 | | 0.35 | 0.10 | 0.42 | 0.12 | 0.73 | 0.20 | 0.024 | 0.023 | 1.00 | 1.00 | 30 Day Avg | 2.31 | | 0.64 | 0 | | |
| 120.00 | | 98.33 | 235.00 | | 99.85 | | | | | | | | | | | | | | | 0.0243 |
| Frequency | 1 | | 21 | 1 | | 1 | | 1 | | 31 | | | 2 | 2 | | | | | | |
| | BOD Data | | pH | TSS | | NH ₃ | | Total P | | Flow, MGD | | E.Coli | Fecal | | | | | | | |

- Plant and Collections Update
 - Compared to the flow in 2020, we are down 13.7% for the month of October.
- Roads:
 - Maintaining drainage along the roadway
 - Cleaning of the Drop Inlets (DI's) and bar ditch maintenance
 - Blading of roadway and potholes
 - Upper Twining Road
 - Screening of raw material for road projects
- Equipment
 - Routine equipment maintenance
 - Prepping equipment for snow removal
- General Public Work tasks
 - Housekeeping in the buildings

DMR Copy of Record

| | | |
|---|---|---|
| Permit Permit #: NM0022101 | Permittee: Permittee Address: TAOS SKI VALLEY, VILLAGE OF 7 FIREHOUSE RD. 38 OCEAN BLVD. TAOS SKI VALLEY, NM 87525 | Facility: Facility Location: TAOS SKI VALLEY, VILLAGE OF 7 FIREHOUSE RD. TAOS SKI VALLEY, NM 87525 |
| Major: Yes | | |
| Permitted Feature: 001 External Outfall | Discharge: 001-A TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO | |
| Report Dates & Status Monitoring Period: From 10/01/21 to 10/31/21 | DMR Due Date: 11/15/21 | Status: NeDMR Validated |
| Considerations for Form Completion | | |
| Principal Executive Officer First Name: Anthony | Title: Public Works Director | Telephone: 575-776-9220 |
| Last Name: Martinez | | |
| No Data Indicator (NODI) | | |
| Form NODI: | | |

| Code | Parameter Name | Monitoring Location | Season # | Param. NODI | Quantity or Loading | Value 1 | Qualifier 1 | Value 2 | Qualifier 2 | Value 3 | Qualifier 3 | Quantity of Concentration | Value 4 | Qualifier 4 | Value 5 | Qualifier 5 | Units | # of E.C. | Frequency of Analysis | Sample Type |
|-------|--|---------------------|----------|-------------|--|---------------|-------------|---|-------------|---|-------------|---------------------------|---------------|-------------|---|-------------|---|--------------------------|--------------------------|-------------|
| 00310 | BOD, 5-day, 20 deg. C | 1 - Effluent Gross | 1 | - | Sample = 0.56 Permit Req. = 23.8 30DA AVG Value = 35.77 DA AVG NODI | 0.56 | <= | 23.8 30DA AVG | <= | 35.77 DA AVG | <= | 2.0 | 2.0 | <= | 30.0 30DA AVG | <= | 45.07 DA AVG | 19 - mg/L | 01/30 - Monthly | 24 - COMP24 |
| 00400 | pH | 1 - Effluent Gross | 0 | - | Sample = 7.35 Permit Req. = 6.6 MINIMUM Value = 8.8 MAXIMUM NODI | 7.35 | >= | 6.6 MINIMUM | <= | 8.8 MAXIMUM | <= | 7.8 | 7.8 | <= | 12 - SU | <= | 12 - SU | 05DW - 5 Days Every Week | GR - GRAB | |
| 00530 | Solids, total suspended | 1 - Effluent Gross | 1 | - | Sample = 0.1 Permit Req. = 23.8 30DA AVG Value = 35.77 DA AVG NODI | 0.1 | <= | 23.8 30DA AVG | <= | 35.77 DA AVG | <= | 0.35 | 0.35 | <= | 30.0 30DA AVG | <= | 45.07 DA AVG | 19 - mg/L | 01/30 - Monthly | 24 - COMP24 |
| 00600 | Nitrogen, total [as N] | 1 - Effluent Gross | 3 | - | Sample = 0.64 Permit Req. = 21.1 30DA AVG Value = 31.77 DA AVG NODI | 0.64 | <= | 21.1 30DA AVG | <= | 31.77 DA AVG | <= | 2.31 | 2.31 | <= | 12.7 30DA AVG | <= | 19.07 DA AVG | 19 - mg/L | 01/30 - Monthly | 24 - COMP24 |
| 00610 | Nitrogen, ammonia total [as N] | 1 - Effluent Gross | 1 | - | Sample = 0.12 Permit Req. = 5.34 30DA AVG Value = 5.347 DA AVG NODI | 0.12 | <= | 5.34 30DA AVG | <= | 5.347 DA AVG | <= | 0.42 | 0.42 | <= | 3.2 30DA AVG | <= | 3.27 DA AVG | 19 - mg/L | 01/30 - Monthly | 24 - COMP24 |
| 00665 | Phosphorus, total [as P] | 1 - Effluent Gross | 3 | - | Sample = 0.2 Permit Req. = 0.8 30DA AVG Value = 1.27 DA AVG NODI | 0.2 | <= | 0.8 30DA AVG | <= | 1.27 DA AVG | <= | 0.73 | 0.73 | <= | 2.5 30DA AVG | <= | 3.75 DA AVG | 19 - mg/L | 01/30 - Monthly | 24 - COMP24 |
| 50050 | Flow, in conduit or thru treatment plant | 1 - Effluent Gross | 0 | - | Sample = 0.024 Permit Req. = 0.023 Value = 0.038 NODI | 0.024 | <= | 0.023 | <= | 0.038 | <= | 0.038 | 0.038 | <= | 0.038 | <= | 0.038 | 03 - MGD | 01/01 - Daily | TM - TOTALZ |
| 50060 | Chlorine, total residual | 1 - Effluent Gross | 0 | - | Sample = 19.0 INST MAX Permit Req. = 9 - Conditional Monitoring - Not Required This Period Value = 9 - Conditional Monitoring - Not Required This Period NODI | 19.0 INST MAX | <= | 9 - Conditional Monitoring - Not Required This Period | <= | 9 - Conditional Monitoring - Not Required This Period | <= | 19.0 INST MAX | 19.0 INST MAX | <= | 9 - Conditional Monitoring - Not Required This Period | <= | 9 - Conditional Monitoring - Not Required This Period | 28 - ug/L | 05DW - 5 Days Every Week | GR - GRAB |
| 51040 | E. coli | 1 - Effluent Gross | 0 | - | Sample = 32 CFU/100mL Permit Req. = 32 CFU/100mL Value = 235.0 DAILY MX NODI | 32 | <= | 32 | <= | 235.0 DAILY MX | <= | 32 | 32 | <= | 235.0 DAILY MX | <= | 235.0 DAILY MX | 32 - CFU/100mL | 02/30 - Twice Per Month | GR - GRAB |



CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Taos County, State of New Mexico, canvass the Local Election held in said county, November 2, 2021, certify that the canvass results text file sent to the office of secretary of state is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, November 9, 2021

Date

ATTEST:

Blaine R. Montoya

Clerk

Jim Fambro

Jim Fambro (Nov 15, 2021 12:12 MST)

Member

Candace O'Donnell

Candace O'Donnell (Nov 16, 2021 10:04 MST)

Chairman

Darlene Vigil

Darlene Vigil (Nov 15, 2021 15:41 MST)

Member

Anjanette Brush

Anjanette Brush (Nov 15, 2021 15:36 MST)

Member



Member

Member

County Summary

Canvass Sheet

[illegible]

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: PUBLIC HEARING: Consideration to Approve Amended Ordinance No. 2022-30 Approving Rezoning of Bull of the Woods Lots B & C from Special Use Zone to Residential Zone

DATE: November 23, 2021

PRESENTED BY: Patrick Nicholson, Planning & Community Development Director and Susan Baker, esq., Village Attorney

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: Per application of the new property owner, a zone change is requested from Special Use Zone to Residential Zone to better conform with the zoning and use of surrounding properties and align with future development intentions. Under the current Special Use Zone, residential construction is not permitted. During the P&Z October 4, 2021 meeting, the Village Planning and Zoning Commission voted to recommend approval of Amended Ordinance 2022-30. At the October 26 Village Council meeting, the item was recommended to be formally published and a public hearing scheduled for the November 23 Council meeting.

The applicant has provided a preliminary site plan of the future property development and brief proposal narrative, which are included as Exhibits A-B.

The subject properties are located North of Bull of the Woods Road between Bull of the Woods Road and the Rio Hondo. These properties are two of three lots in the area presently zoned Special Use (SU). They are the two uppermost properties - see Exhibit C.

RECOMMENDATION: The Planning & Zoning Commission and Staff recommend approval of Amended Ordinance 2022-30 Rezoning Bull of the Woods Lots B & C from Special Use Zone to Residential Zone.

**VILLAGE OF TAOS SKI VALLEY
AMENDED ORDINANCE NO. 2022-30**

**AN ORDINANCE OF THE VILLAGE OF TAOS SKI VALLEY REZONING
BULL OF THE WOODS LOTS B AND C FROM SPECIAL USE TO
RESIDENTIAL**

WHEREAS, the owners of Bull of the Woods Lots B and C have submitted a formal application to the Village seeking a rezone of their properties from Special Use to Residential; and

WHEREAS, both the Planning and Zoning Commission and Council of the Village of Taos Ski Valley held public hearings to review this application for rezone of Lots B and C, where public comment was heard: and

WHEREAS, both the Planning and Zoning Commission and Council find that this rezone is compatible with the surrounding neighborhood and should be granted.

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

Section 1. REZONE GRANTED

Bull of the Woods, Lots B and C are rezoned to Residential effective upon adoption and publication of this Ordinance. The Village's Official Zoning Map is hereby amended to reflect this rezone, pursuant to Section 10 of the Village's Zoning Code, Amended Ordinance No. 2022-30.

**PASSED, ADOPTED, AND APPROVED BY THE COUNCIL FOR THE
VILLAGE OF TAOS SKI VALLEY.**

Christof Brownell, Mayor

ATTEST:

Ann Wooldridge, Village Clerk



BULL OF THE WOODS LOTS B & C

7A05 SKI VALLEY, NM 87525

Sheet and Revision



SITE PLAN

| | | | |
|----------------|----------|----------|--------------|
| Author | AW | Scale | 1/8" = 1'-0" |
| Checker | AS | AS NOTED | |
| Project Number | 019.010 | | |
| Issue Date | 02.28.20 | | |
| Sheet | | | |

A1.01

KEYNOTES

- PROPOSED DRIVEWAY ACCESS ROAD TO BE REVIEWED BY CIVIL ENGINEER
- PROPOSED MAIN HOUSE (LOT B) - PHASE 1
- PROPOSED GUEST HOUSE (LOT B) - PHASE 1
- PROPOSED MAIN HOUSE (LOT C) - PHASE 2
- PROPOSED GUEST HOUSE (LOT C) - PHASE 3
- PROPERTY LINE
- SETBACK LINE (AS DIMENSIONED)

GENERAL NOTES

- SQUARE FOOTAGE ESTIMATES
- MAIN HOUSE LOT B: 2400-3000 SF
- GUEST HOUSE LOT B: 800-1200 SF
- MAIN HOUSE LOT C: 2400-3000 SF
- GUEST HOUSE LOT C: 800-1200 SF

LEGEND

- PROPOSED RESIDENTIAL STRUCTURE
- PROPOSED DRIVEWAY

1 SITE PLAN
REVISION 1.01



Rezoning Application

Prepared for: Village of Taos Ski Valley, Planning Commission

Prepared by: Alec Whitten, Owner

August 24, 2021

PROPOSAL

Background

We recently purchased Lots B & C (at the top of Bull of the Woods Road, directly across from Snowshoe Lane) intending to eventually make Taos Ski Valley our home. In order to bring zoning in alignment with our desired use, we are applying to have the property rezoned from "Special Use" to "Residential-Single Family."

We understand that these lots were originally zoned as "Special Use" to maintain flexibility in development options. As we intend to build residential structures in line with neighboring properties, we feel that the more restrictive "Residential-Single Family" designation better reflects our plans to build within the context of the neighborhood and adjacent land.

Project Outline

We understand that rezoning the properties as "Residential-Single Family" would allow us to build a primary residence and secondary (guest house) on each lot, Lot B and Lot C. We plan to first build structures on Lot B only, with the possibility of later developing Lot C.

One challenge these lots present is providing vehicular access to the future homes. Assuming that a driveway would have to pass from one property into the other and back to provide access to the potential building pads on both lots, we plan to build the driveway for both lots at the same time, despite initially building structures only on Lot B. This driveway approach will continue to be evaluated as we move forward with the project and hire consultants to assist us with the work.

Conclusion

We are applying to rezone these properties to the "Residential-Single Family" designation, as multiple conversations with Patrick Nicholson and other future neighbors indicate that this rezoning will best enable our goal of building a home for our family that is sensitive to its community and environment.

Thank you for your consideration,

Alec Whitten
Whitten Family Trust

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2022-493 Requesting Acceptance and Approval of the FY2021 Final Audit

DATE: November 23, 2021

PRESENTED BY: Nancy Grabowski/Southwest Accounting Solutions Robert Peixotto

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED?: Not Recommended

BACKGROUND INFORMATION: The fiscal year 2021 audit was submitted to the State Auditor's office on October 1, 2021. The audit has now been approved and finalized by the Office of the State Auditor. Copies of the audit have been distributed to the Mayor and Council along with the letter from the auditors with a discussion of the financial status of the Village of Taos Ski Valley. A copy of the release letter from the State Auditor is included as Exhibit A. The Village received an unmodified opinion.

RECOMMENDATION: Motion to approve **Resolution No. 2022-493** to accept and approve the final FY2021 audit.

VILLAGE OF TAOS SKI VALLEY

RESOLUTION NO. 2022-493

A RESOLUTION REQUESTING ACCEPTANCE AND APPROVAL OF THE FY2021 FINAL AUDIT

WHEREAS, the Village of Taos Ski Valley is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2021; and,

WHEREAS, the Village of Taos Ski Valley has directed the accomplishment of the audit for FY2021 be completed; and,

WHEREAS, this audit has been completed and presented to the Village of Taos Ski Valley per the November 8, 2021, Letter from the State Auditor authorizing release of the FY2021 audit; and

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that "Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable;" and,

NOW THEREFORE, BE IT RESOLVED that the Village of Taos Ski Valley does hereby accept and approve the completed audit report, with one finding as indicated within this document.

ACCEPTED AND APPROVED this 23rd day of November 2021 in regular session by the Village of Taos Ski Valley Council at Village of Taos Ski Valley, Taos County, New Mexico.

PASSED, ADOPTED, AND APPROVED this 23rd day of November 2021.

VOTES: Yes No

VILLAGE OF TAOS SKI VALLEY, NEW MEXICO

Christof Brownell, Mayor

ATTEST:

Ann M. Wooldridge, Village Clerk

BRIAN S. COLÓN, ESQ. CFE
STATE AUDITOR



NATALIE CORDOVA, CPA
DEPUTY STATE AUDITOR

State of New Mexico
Office of the State Auditor

CONSTITUENT SERVICES
(505) 476-3821

Via: Email

11/8/2021
John Avila, Administrator
javila@vbw.org
Village of Taos Ski Valley

OSA Ref No. 6171

Re: Authorization to Release 2021 Village of Taos Ski Valley Audit Report

The Office of the State Auditor (OSA) received the audit report for your agency on 10/1/2021. The OSA has completed the review of the audit report required by Section 12-6-14(B) NMSA 1978 and any applicable provisions of the Audit Rule. This letter is your authorization to make the final payment to the Independent Public Accountant (IPA) who contracted with your agency to perform the financial and compliance audit. In accordance with the audit contract, the IPA is required to deliver to the agency the number of copies of the report specified in the contract.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become a public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the OSA. Once the five-day period has expired, or upon the OSA's receipt of a written waiver:

- the OSA will send the report to the Department of Finance and Administration, the Legislative Finance Committee and other relevant oversight agencies;
- the OSA will post the report on its public website; and
- the agency and the IPA shall arrange for the IPA to present the report to the governing authority of the agency, per the Audit Rule, at a meeting held in accordance with the Open Meetings Act, if applicable.

The IPA's findings and comments are included in the audit report on page 82-83. It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.

Sincerely,

A handwritten signature in black ink, appearing to be "B. Colón", with a stylized flourish at the end.

Brian S. Colón, Esq. CFE
State Auditor

cc. Southwest Accounting Solutions



11/5/2021

RE: Contract Postal Units (CPU)

Business Owner/Member of the Community

A Post Office in Your Community

As a member of the Taos Ski Valley Community you can take advantage of a unique income opportunity.

The U.S. Postal Service is seeking to form a partnership with business owner or an individual who is interested in providing postal products and services to the community and maintain a small Post Office (PO) box section. The partnership will help provide added value to the community as well as a business. You will need to have adequate space to house the facility, approximately 200 square feet.

The contract will pay the partner an annual fixed rate paid out in 12 equal payments.

We are looking for interested businesses or members of the community in the area:
Taos Ski Valley, New Mexico - 87525

If you are interested in learning more about submitting a bid for this contract and becoming a Partner with the **United States Postal Service**, please contact me no later than **11/19/2021**.

Antonia.M.Leyba@usps.gov
(575) 758-2081

I look forward to hearing from you to discuss this unique business opportunity.

Sincerely,

Antonia Leyba

Antonia Leyba
Taos, NM Post Office

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2022-492**

WHEREAS, The Contract Postal Unit (CPU) operating at Box Canyon, 7 Thunderbird Road, will not be conducting business in Taos Ski Valley after the January termination date;

WHEREAS, the Village was asked to intervene in a private Contract Postal Unit agreement in order to not have cluster boxes installed at NM150 Mile Marker 7

WHEREAS, the Village has taken measures to contact and appeal to USPS offices to reconsider closing the CPU in the Village and has engaged businesses that expressed willingness to support the current contract;

WHEREAS, the Village allowed permission for installation in an alternative location for boxes and invited State and Federal offices to the Village Special Meeting on October 12, 2021 to address options for a business to maintain the Contract Postal Unit within the Taos Ski Valley;

WHEREAS, the Taos Post Office notified Taos Ski Valley businesses requesting that any business in the Village of Taos Ski Valley interested in the CPU operation to contact them by November 19, 2021, if interested in continuing a Contract Postal Unit;

WHEREAS, the Village has learned that no applications from private businesses have been received by the Taos Post Office in time to save the Taos Ski Valley Contract Postal Unit;

WHEREAS, Village Council direction to budget sufficient subsidy and to pursue application for a Contract Postal Unit is required for Staff authorization to engage in the operation of the private multi-year agreement;

WHEREAS, the United States Postal Service has definite requirements to apply for and to operate a Contract Postal Unit;

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

1. The Council directs Staff to make application for the Contract Postal Unit within the Village of Taos Ski Valley,
2. Upon notice of approval that a Budget Adjustment Resolution be requested sufficient to subsidize the operation of the Contract Postal Unit,
3. That application to the Lodgers Tax Board be made to fund this activity during the Ski Season for the good of tourism activity.

PASSED, APPROVED, AND ADOPTED THIS 23rd DAY OF NOVEMBER 2021.

Mayor Christof Brownell

ATTEST: _____
Ann Marie Wooldridge, Village Clerk

PART 1 – CONTRACT POSTAL UNIT SCHEDULE

1.1 CONTRACT POSTAL UNIT OPERATION

The supplier agrees to operate a Contract Postal Unit (CPU) in a facility operated by a supplier, at a supplier-owned or leased site, under contract to the Postal Service to provide specified Postal Services and supplies to the public, the terms and conditions established herein. Days and hours of operation will be coordinated with the designated postal official listed in Attachment 1, who will serve as the Postal Service point of contact with the supplier. A copy of the notice of appointment defining this individual's authority will be furnished to the supplier upon award. The contract will be for an indefinite term, subject to the rights of termination specified herein. The supplier must provide the services listed in Attachment 1, Requirements. The property required for the operation of this CPU is identified in Attachment 1.

The supplier agrees to operate a Contract Postal Unit (CPU) under the terms and conditions established herein for the fixed annual price of \$_____. (Supplier insert offer in the space provided).

NAICS SELF-CERTIFICATION

For supplier self-certification, NAICS code 453998, ALL OTHER MISC STORE RETAILERS, is applicable to this solicitation (for more information visit www.sba.gov).

1.2 ACKNOWLEDGMENT OF AMENDMENTS

The supplier acknowledges receipt of amendments to the solicitation numbered and dated as follows:

| Amendment Number | Date | Amendment Number | Date |
|------------------|-------|------------------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

PART 2 – SOLICITATION PROVISIONS

2.1 PROVISION 4-1 STANDARD SOLICITATION PROVISIONS

- a. **Submission of Offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified on this solicitation.

As a minimum offers must show:

- (1) Page 1, Item 10, individual or company name, dba, mailing address, city, state zip and contact name.
 - (2) Page 1, Item 11, physical address of CPU, telephone number, fax number and email address
***** DO NOT USE A POST OFFICE BOX ADDRESS FOR THE PHYSICAL ADDRESS *****
 - (3) Page 1, Item 12a, Taxpayer identification number (TIN) or Social Security Number (SSN). The TIN is the supplier's tax identification number used on the U.S. Treasury Form 941, *Employers Quarterly Federal Tax Return*.
 - (4) Page 1, Item 12b, Parent Company's TIN (if applicable)
 - (5) Page 1, Item 16b, Signature of Person Authorized to Sign, and Item 16c, Printed Name and Title of Person Authorized to Sign.
 - (6) Provide all other information requested by Part 2 – Solicitation Provisions of this solicitation.
 - (7) Provide all the information requested by Attachment 2 – Contract Postal Unit – Supplier Business Proposal and Information and Insert percentage offer in Attachment 4, Compensation.
- b. **Business Disagreements.** Business disagreements may be lodged with the Supplier Ombudsman if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Section 601 (available for review at www.gpoaccess.gov/ecfr). The Supplier Ombudsman will consider the disagreement only if it is lodged in accordance with the time limits and procedures described in 39 CFR Section 601. The Supplier Ombudsman's decisions are available for review at <http://www.usps.com>.
- c. **Late Offers.** Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interests of the Postal Service.
- d. **Type of Contract.** The Postal Service plans to award a **Firm-fixed price** contract under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.
- e. **Contract Award.** The Postal Service may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. Discussions may be conducted if the Postal Service determines they are necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service; accept other than the lowest offer, and waive informalities and minor irregularities in offers received. The Postal Service reserves the right to award multiple (firm-fixed or performance-based) price contracts under this solicitation.

- f. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp9.htm>. If checked, the following provision is incorporated in this solicitation by reference:
- g. ☐ Provision 3-1, Notice of Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)

2.2 PROVISION 4-2 EVALUATION

- a. General. The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered. Supplier specific factors shown under item one (1) below will be evaluated on a pass or fail basis. Offerors whose supplier-specific evaluation factors are found acceptable will have their proposal-specific factors evaluated. Proposal-specific factors shown under item two (2) below will be evaluated according to the criteria, to include handicapped accessibility. Proposals which do not propose facilities that are handicapped accessible, or which do not demonstrate, to the Postal Service's satisfaction, how the facility will meet the applicable accessibility standards before service begins, will not be evaluated further. Failure to provide any of the information requested in Attachment 2 of this solicitation may disqualify your proposal from consideration. The performance evaluation factors (proposal-specific and supplier-specific factors), when combined, are considered to be ☐ **more important**, ☐ **less important**, ☐ **as important** as price. The following performance evaluation factors will be used in the evaluation of offers:
- (1) **Supplier-Specific Factors – Pass or Fail Basis (See Attachment 2)**
- (a) Past performance
 - (b) Capability
- (2) **Proposal-Specific Factors (See Attachment 2)**
- (a) Characteristics of the Supplier's Retail Facility
 - (i) Location
 - (ii) Current Business Volume
 - (iii) Physical Characteristics (including accessibility to the handicapped)
 - (iv) Parking and Public Transportation (including handicapped parking)
 - (b) Characteristics of the Proposed CPU Facility within the Supplier's Retail Facility
 - (c) Staffing
- b. **Notice of Award.** The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.

2.3 PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (NOVEMBER 2012)

- A. *Type of Business Organization.* The offeror, by checking the applicable blocks, represents that it:

1. Operates as:

- ☐ a corporation incorporated under the laws of the state of _____; or country of _____ if incorporated in a country other than the United States of America.
- ☐ an individual;
- ☐ a partnership;
- ☐ a joint venture;
- ☐ a limited liability company;
- ☐ a nonprofit organization; or
- ☐ an educational institution; and

2. Is (check all that apply)

- ☐ a small business concern;
- ☐ a minority business (indicate minority below):
 - ☐ Black American
 - ☐ Hispanic American
 - ☐ Native American
 - ☐ Asian American:
- ☐ a woman-owned business; or
- ☐ none of the above entities.

- a. A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction

companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.

- b. *Minority Business.* A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)
- c. *Woman-owned Business.* A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.
- d. *Educational or Other Nonprofit Organization.* Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

3. Is (check all that apply)

- ☐ a Postal Service employee or a business organization substantially owned or controlled by such an individual
- ☐ a spouse of a Postal Service employee or a business organization substantially owned or controlled by such an individual
- ☐ another family member of a Postal Service employee or a business organization substantially owned or controlled by such an individual
- ☐ an individual residing in the same household as a Postal Service employee or a business organization substantially owned or controlled by such an individual.

(Note: Offers from any of the sources listed in subparagraph A.3, may not be considered for an award pending review and recommendation by the Postal Service Ethics Office.)

B. *Parent Company and Taxpayer Identification Number*

1. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.
2. Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations. Offeror's TIN: _____
3. IRS Form W-9, Request for Taxpayer Identification Number and Certification. You must complete a copy of IRS Form W-9 and attach it to this certification.
4. Check this block if the offeror is owned or controlled by a parent company: ☐
5. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____
Parent Company's Main Office: _____
Address: _____
No. and Street: _____
City: _____ State: _____ ZIP Code: _____
Parent Company's TIN: _____

6. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group
Name of Common Parent: _____
Common Parent's TIN: _____

C. *Certificate of Independent Price Determination*

1. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:
 - a. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

2. Each person signing this proposal certifies that:

- a. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
- b. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

3. Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

D. *Certification of Nonsegregated Facilities*

1. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.
2. As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
3. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):
Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

E. *Certification Regarding Debarment, Proposed Debarment, and Other Matters* (This certification must be completed with respect to any offer with a value of \$100,000 or more.)

1. The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:
 - a. Are ___ are not ___ presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;
 - b. Have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - c. Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;
 - d. Have ___ have not ___ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
 - e. Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.
2. The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in E.1 and E.2 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's *Supplying Practices*). The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.

6. Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by E.1 and E.2 of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.
8. The certification in E.1 and E.2 of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the contracting officer may terminate the contract resulting from this solicitation for default.

F. *Incorporation by Reference.* Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp9.htm>. If checked, the following provision(s) is incorporated in this solicitation by reference: (contracting officer will check as appropriate)

1. Provision 1-2: Domestic Source Certificate – Supplies
2. Provision 1-3: Domestic Source Certificate - Construction Materials
3. Provision 9-1: Equal Opportunity Affirmative Action Program
4. Provision 9-2: Preaward Equal Opportunity Compliance Review
5. Provision 9-3: Notice of Requirements for Equal Opportunity Affirmative Action

2.4 DEPOSIT OF ASSETS REQUIREMENTS (March 2006)

- a. Except for payment bonds required for construction contracts, any offeror required to submit a surety bond as a result of this solicitation may instead deposit assets in a form acceptable to the Postal Service in an amount set forth in Attachment 1.
- b. When assets are deposited, the offeror **must** execute the Postal Service bond form made a part of this solicitation. Failure to deposit assets acceptable to the Postal Service may be cause for termination of the contract for default.

2.5 BOND

The supplier, within fifteen (15) days after notice of contract award, will be responsible for obtaining and maintaining a Contract Postal Unit bond in the amount specified in Attachment 1 - Requirements. The bond must be executed by a Surety Company approved by the U.S. Treasury Department (see Treasury Department Circular 570 at <http://www.fms.treas.gov/c570/index.html>) using the Contract Postal Unit Bond format in Attachment 3 of this solicitation. The supplier's failure to provide the Host Administrative Office with a bond may result in the contract being terminated on notice.

2.6 CERTIFICATION OF STATUTORY COMPLIANCE

The supplier (**check applicable box**) certifies that the business location within which it proposes to operate the Contract Postal Unit (CPU) ☐ **is, or by the time service begins** ☐ **will be**, in compliance with all applicable Federal, state, and municipal laws, codes and regulations. With respect to handicapped accessibility, offerors must propose facilities that are handicapped accessible, pursuant to the applicable standards, or must set forth plans demonstrating how a non-accessible facility will meet the applicable accessibility standards prior to the start of service.

PART 3 – CONTRACT CLAUSES

3.1 CLAUSE 4-1 GENERAL TERMS AND CONDITIONS

- a. **Assignment.** If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with: (1) the Postal Service; (2) the office, if any, designated to make the payment, and the Postal Service has acknowledged the assignment in writing; (3) the surety or sureties upon any bond and (4) assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.
- b. **Changes**
 - (1) The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract in the following:
 - (a) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;
 - (b) Statement of work or description of services;
 - (c) Method of shipment or packing;
 - (d) Places of delivery of supplies or performance of services;
 - (e) Delivery or performance schedule;
 - (f) Postal Service furnished property or facilities.

- (2) Any other written or oral order (including direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order under this paragraph, provided that the supplier gives the contracting officer written notice stating (a) the date, circumstances, and source of the order and (b) that the supplier regards the order as a change order.
 - (3) If any such change affects the cost of performance or the delivery schedule, the contract will be modified to effect an equitable adjustment.
 - (4) The supplier's claim for equitable adjustment must be asserted within 30 days of receiving a written change order. A later claim may be acted upon – but not after final payment under this contract – if the contracting officer decides that the facts justify such action.
 - (5) Failure to agree to any adjustment is a dispute under Clause B-9, Claims and Disputes, which is incorporated into this contract by reference (see Clause 4.2.a.1). Nothing in that clause excuses the supplier from proceeding with the contract as changed.
- c. **Patent Indemnity.** The supplier will indemnify the Postal Service and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.
 - d. **Payment.** The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. All payments will be made using Electronics Funds Transfer (EFT) to the supplier's servicing financial institution. Payment is made automatically, in arrears, by the St. Louis Accounting Service Center in twelve (12) equal monthly installments. Seasonal contracts will be paid in arrears, for each full month or partial month of service. Public Service Contracts are paid once annually, in arrears, after the contract anniversary date or on the contract termination date. Payment will be made within thirty (30) days after the end of the performance period.
 - e. **Taxes.** The Postal Service will not withhold any Social Security, Federal, State or local taxes from any payments made under this contract. The Postal Service bears no responsibility for making the supplier's required payment of these taxes.
 - f. **Other Compliance Requirements.** The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.
 - g. **Order of Precedence.** Any inconsistencies in this solicitation or contract will be resolved by giving precedence in the following order; (1) the schedule of supplies and services; (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws unique to the Postal Service Contracts paragraphs of this clause; (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) other documents, exhibits, and attachments, and (8) the specifications.
 - h. **Shipping.** The supplier must deliver goods that meet the prescribed physical limitations of the current USPS Domestic Mail Manual either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement. The supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure usability upon receipt.
 - i. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp10.htm>.

The following clauses are incorporated in this contract by reference:

- (1) B-1, Definitions (March 2006)
- (2) B-15, Notice of Delay (March 2006)
- (3) B-16, Suspensions and Delays (March 2006)
- (4) B-19, Excusable Delays (March 2006)
- (5) B-30, Permits and Responsibilities (March 2006)

3.2 **CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (July 2009)**

- a. **Incorporation by Reference**
 - (1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp10.htm>. The following clauses are incorporated in this contract by reference:
 - (1) Clause 1-5, *Gratuities or Gifts* (March 2006)
 - (2) Clause B-9, Claims and Disputes (March 2006)
 - (3) Clause B-25, *Advertising of Contract Awards* (March 2006)
 - (4) Clause 9-1, *Convict Labor* (March 2006)
 - (5) Clause 9-5, *Contract Work Hours and Safety Standards Act — Safety Standards* (March 2006)

- (2) If checked, the following additional clauses are also incorporated in this contract by reference:
- (1) ☒ Clause 1-1, *Privacy Protection* (July 2007) (1.6.6)
 - (2) ☐ Clause 1-6, *Contingent Fees* (March 2006)
 - (3) ☐ Clause 1-9, *Preference for Domestic Supplies* (March 2006)
 - (4) ☐ Clause 1-10, *Preference for Domestic Construction Materials* (March 2006)
 - (5) ☐ Clause 3-1, *Small, Minority, and Woman-owned Business Subcontracting Requirements* (March 2006)
 - (6) ☒ Clause 3-2, *Participation of Small, Minority, and Woman-owned Businesses* (March 2006)
 - (7) ☐ Clause 9-2, *Contract Work Hours and Safety Standards Act — Overtime Compensation* (March 2006)
 - (8) ☐ Clause 9-3, *Davis-Bacon Act* (March 2006)
 - (9) ☐ Clause 9-6, *Walsh-Healey Public Contracts Act* (March 2006)
 - (10) ☒ Clause 9-7, *Equal Opportunity* (March 2006)
 - (11) ☐ Clause 9-10, *Service Contract Act* (March 2006)
 - (12) ☐ Clause 9-11, *Service Contract Act — Short Form* (March 2006)
 - (13) ☐ Clause 9-12, *Fair Labor Standards Acts and Services Contract Act — Price Adjustments* (February 2010)
 - (14) ☒ Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)
 - (15) ☒ Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (February 2010)

b. Examination of Records.

- (1) Records. "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (2) Examination of Costs. If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.
- (3) Cost or Pricing Data. If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
 - (a) The proposal for the contract, subcontract, or modification;
 - (b) The discussions conducted on the proposal(s), including those related to negotiating;
 - (c) Pricing of the contract, subcontract, or modification; or
 - (d) Performance of the contract, subcontract or modification.

c. Reports. If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:

- (1) The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

d. Availability. The supplier must maintain and make available at its office at all reasonable times the records, materials, and other

evidence described in paragraphs (a) through (d) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:

- (1) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and
- (2) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.
- (3) Payment Offsets. As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments under this contract are subject to offset in whole or in part to for the supplier's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments. Suppliers with questions concerning a payment offset should contact the Treasury Offset Program call center at 1/800-304-3107.

3.3 CLAUSE 2-12 POSTAL SERVICE PROPERTY - Short Form

- a. Upon delivery to the supplier of Postal Service property, the supplier assumes the risk and responsibility for its loss or damage. The supplier shall assume all responsibility and liability for all Postal Service furnished property. USPS and supplier will be responsible for property maintenance as detailed in Part VI of Attachment 1 --Requirements.
- b. Upon the completion or sooner termination of this contract, the supplier must prepare for shipment, deliver f.o.b. origin, or dispose of the Postal Service property not consumed in performing this contract or previously delivered to the Postal Service, as directed or authorized by the contracting officer. The net proceeds of any disposal will be credited to the contract price or will be paid to the Postal Service as directed by the contracting officer.

3.4 CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE (March 2006)

The contracting officer will appoint a contracting officer's representative (COR) and Host Administrative Office (HAO). The HAO will be responsible for the day-to-day administration of the contract, who will serve as the Postal Service point of contact with the supplier on all routine matters. The COR will oversee the HAO and his/her responsibilities. A copy of the notice of appointment defining the COR's authority, along with a list of the HAO's responsibilities, will be furnished to the supplier upon award of contract.

3.5 **CLAUSE 7-2 ADDITIONAL BOND SECURITY**

If any surety furnishing a bond in connection with this contract becomes unacceptable to the Postal Service or fails to furnish reports on its financial condition as requested by the contracting officer, or if the value of postal funds, the postage value available in the postage evidencing system (postage meter) and accountable paper increases to the point where the security furnished becomes inadequate in the Host Administrative Office's opinion, the supplier must promptly furnish additional bond security as required to protect the interests of the Postal Service.

3.6 **CLAUSE 7-3 DEPOSIT OF ASSETS INSTEAD OF SURETY BONDS (March 2006)**

- a. If the supplier has deposited assets instead of furnishing sureties for any bond required under this contract and the assets are in the form of checks, currency or drafts, the contracting officer will hold the assets in an account for the supplier's benefit.
- b. Upon contract completion, the supplier's funds will be returned as soon as possible, unless the contracting officer determines that part or all of the account is required to compensate the Postal Service for costs it incurs as a result of the supplier's delay, default, or failure to perform. In such a case, the entire account will be available to compensate the Postal Service.

3.7 **APPEARANCE, LOCATION AND SECURITY**

The Contract Postal Unit area, as well as the interior and exterior of the supplier's premises, must be kept clean, neat, uncluttered and in good repair. Windows must be clean and unobstructed. Facility identification and logo will be appropriately placed, visible and in good condition. Lighting must be adequate and properly maintained. Counters must be attractively organized to facilitate customer transactions. Signs (Hours of Operation and Collection Times, etc.) and promotional displays must be current and appropriate for the season. Trash receptacles must be available and clean. The Contract Postal Unit must not be located in or directly connected to a room where intoxicating beverages are sold for consumption on the premises. When the Contract Postal Unit is closed or unattended, the round dater must be kept in a secure location *as well as* any other accountable postal equipment. *Mail received from the public must be kept in a location that is secure from tampering and is not accessible to anyone other than authorized CPU employees. Registered Mail items must be kept under lock and key until dispatched to a Postal Service employee authorized to collect Registered Mail.*

3.8 **PROHIBITED TRANSACTIONS**

The supplier **may not**, in the Contract Postal Unit or in any part of the supplier's premises in which it is located, offer directly or by subcontract, lease, or sublease or otherwise provide:

- a. Commercial mail receiving (private mailbox) services;
- b. Third party delivery services, including serving as a drop-off or collection point for such services; or
- c. Any products or services, which the contracting officer determines, are similar to, or competitive with, the products and services offered by the Postal Service. Fax service and copy service are examples of products which are not similar to, or competitive with, those of the Postal Service.

3.9 **POSTAL FUNDS**

All moneys received from the operation of the Contract Postal Unit are the property of the U.S. Postal Service, and not the property of the supplier. Funds received in the operation of the CPU shall be kept separate and apart from all other funds received by the supplier.

3.10 **LIABILITY**

The supplier assumes the risk of, and will be responsible for, any loss of or damage to Postal Service moneys and property, except when the supplier can show that (1) the supplier complied with all of the security requirements contained in this contract and the losses occurred despite that compliance; and (2) that the losses did not result from the acts or omissions of the supplier or its personnel.

3.11 **TRAINING**

Customer service, product knowledge and equipment training modules are required and will be provided to the supplier's personnel by the Postal Service. Prior to or within 30 days of beginning work, supplier personnel who will be providing Contract Postal Unit (CPU) services will receive forty (40) hours of training. The Postal Service will provide the supplier a training schedule no later than 15 days prior to the Operation Date (See Attachment 1 - Requirements). The supplier must notify the HAO within one business day whenever a person is retained to work in the CPU, requesting that initial training be provided to that person. In addition, the Postal Service may require the supplier's personnel to complete eight (8) hours of training per year in each year subsequent to the year of their initial training. The supplier will be responsible for salary and benefits of its personnel who attend the required training. If approved by the Contracting Officer, the required training may be provided by the supplier's USPS certified trainer.

3.12 **ADVERTISING**

Upon commencement of Contract Postal Unit operation, the Postal Service may provide initial advertising to market the Contract Postal Unit, at no cost to the supplier, as well as appropriate camera-ready USPS logo art work for use in advertising initiated and paid for by the supplier. Any supplier sponsored CPU advertising which incorporates the USPS logo must be furnished to the Postal Service for its review and written approval at least 30 days before its publication deadline. The USPS logo is a Postal Service trademark and cannot be altered.

3.13 **NEW SERVICES, PRODUCTS AND TECHNOLOGY**

During the term of this contract, the contracting officer may, in accordance with the *Changes* clause, add or remove postal services to be provided under this contract. In the event new services are ordered, the Postal Service, at its own expense, will provide the supplier with additional training and if necessary the equipment or technology needed to provide the new service.

3.14 CONTRACT POSTAL UNIT IDENTITY

- a. The Contract Postal Unit shall be known as the UNITED STATES POST OFFICE CONTRACT UNIT.
- b. Subject to the terms of this Agreement, USPS grants to the supplier a non-exclusive, non-transferable and terminable license to use USPS Trademarks, including the marks Post Office, United States Post Office, Postal Service, United States Postal Service, United States Post Office Contract Unit and the Eagle Logo on the signs provided to the supplier by the Postal Service and in any USPS -approved advertising in the manner specified by USPS.
- c. The Postal Service, at its own expense, will provide all exterior and interior signage for the purpose of identifying the location as a Contract Postal Unit. The supplier, at its own expense, is responsible for obtaining needed permits (if any) and installing the signs in mutually agreed upon locations on the exterior and interior of the CPU location. The signs must be maintained in good repair, at supplier expense, for the duration of the contract. The signs may not be modified or moved without the prior written approval of the contracting officer. Upon termination of the contract, the supplier, at its own expense, is responsible for removing the signs, disposing of them as directed by the contracting officer, and restoring the location to its original condition.
- d. Except as specified in this paragraph, the supplier is not authorized to include the name, POST OFFICE, in its corporate name, trade name or business name. The supplier is not authorized to use any USPS trademarks or logos, including the mark Post Office, in any other manner without the prior approval of the Postal Service.
- e. The supplier acknowledges that USPS Trademarks, including but not limited to the marks Post Office, United States Post Office, Postal Service, United States Postal Service and the Eagle Logo are trademarks owned solely and exclusively by USPS and agrees to use USPS trademarks only in the form and manner (with appropriate legends) prescribed by USPS. The supplier agrees not to use any other trademark or service mark in connection with any USPS Trademarks without prior written approval of USPS. The supplier agrees to mark all advertising and other uses of USPS Trademarks with a legend indicating that USPS Trademarks are the property of USPS and that they are being used under license from USPS, together with any other legends or marking that may be required by law. All use of USPS Trademarks by the supplier shall inure to the benefit of USPS.

3.15 PERFORMANCE REVIEWS

- a. Contract performance reviews may be held periodically to promote continuous quality improvement and improve the business relationship. All aspects of contract performance will be discussed during these reviews.
- b. Any changes to this contract as a result of the performance review will be incorporated by a bilateral modification or a bilateral written agreement between the HAO and the supplier.

3.16 INSPECTION OF CONTRACT POSTAL UNIT

The Postal Service, reserves the right, without prior notice, to conduct audits and customer surveys and to review and inspect the supplier's performance and the quality of service at any time during the operating hours of the Contract Postal Unit. A written report will be submitted to the supplier for corrective action, if necessary.

3.17 POSTAL RETAIL PRODUCT AND SERVICE PROMOTIONS AND COMPENSATION

During the contract term from time to time, on such schedule as it may establish, the Postal Service may direct the supplier to participate in promotions of one or more of the retail products and services listed in Attachment I, Parts IV and V. During any such promotion, the Postal Service will measure the supplier's performance (expressed in terms of total revenues or percentages of revenues) against the comparable revenues of other CPU suppliers within a designated geographic unit (such as a Postal Service District or Area), all as established by the rules of the promotion. For participation in such promotion, supplier shall be entitled to receive such additional compensation as specified in the promotion's rules for its performance relative to that of the other participating CPU suppliers. The Postal Service will provide the supplier with all instructions, rules and support materials required for each promotion.

3.18 CHANGES IN SUPPLIER'S LEASE AND/OR BUSINESS OPERATIONS

If the supplier is leasing this space, by signing this proposal the supplier certifies that the supplier's lease authorizes the supplier to perform alterations to the premises and that services to be performed under the contract do not violate the supplier's lease contract. The supplier must notify the Postal Service, in writing of the following, within the time frames shown below:

- a. Within five (5) days after notification from the owner of the leased building in which the Contract Postal Unit is located of the owner's intent to cancel the lease or not to renew the lease. The contracting officer may terminate the contract if the supplier cannot relocate to a location that serves the needs of the Postal Service.
- b. At least one hundred twenty (120) days before the supplier closes, sells, or relocates a business it operates in conjunction with the Contract Postal Unit.

3.19 TRANSFER OF CONTRACT

- a. The supplier may not transfer (assign to another party) this contract, any interest in it, or any claims based on it -- except under the circumstances described in b. below. If the supplier does so, the Postal Service may, at any time after notifying the supplier in writing, terminate the contract and use any other rights and remedies it has by law.
- b. **Exceptions**
 - (1) The Postal Service may recognize a transfer as valid if all of the supplier's assets, or all those involved in fulfilling the contract, are transferred.
 - (2) Payments owed the supplier may be transferred to a bank, trust company or other financial institution, including any Federal lending agency, if all amounts payable are transferred and the transfer is to a single party (who may be an agent or trustee for two or more parties who are involved in the financing).

- c. For any transfer to be valid, the supplier must give the Postal Service written notice with the transfer paper attached and obtain approval from the Postal Service in writing. Copies of the notice and attachments must be filed with: the Postal Service; the surety or sureties on any Contract Postal Unit bond and the Postal Service, if any that has been designated to make payment.

3.20 BOND NOTIFICATION

The supplier **must** notify the HAO within five (5) days if the supplier's surety cancels its Contract Postal Unit bond or if the supplier changes sureties.

3.21 REQUEST FOR PRICE ADJUSTMENT

- a. After the supplier has had the contract for at least two full years, and thereafter, two years since the last price increase was effective, the supplier may request an increase in the contract's annual price. The written request must provide a detailed explanation, with supporting documentation, to justify the increase based on either or both of the following reasons:
 - (1) Direct cost increases for rent, utilities, taxes and labor. (If the CPU is operated in conjunction with another business, the increased costs must be prorated and only those costs associated with the operation of the CPU will be considered.)
 - (2) Increased benefit to the Postal Service. The benefit may derive from increased real revenue (not from fee or rate increases), increased transactions, or other improvements (must be specific).
- b. The request must be submitted to the Host Administrative Office (HAO) for forwarding to the contracting officer.
- c. The contracting officer may accept the request, deny the request, or negotiate with the supplier to reach agreement on a new annual price. If the request is denied or no agreement is reached, the supplier may continue at the same annual price or the contract may be terminated by either party in accordance with Termination on Notice clause. If the request is accepted or agreement is reached on another amount, the supplier must waive its right to terminate the contract on notice for one year beginning from the effective date of the new price.

3.22 CONTRACTS BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES (CONTRACT POSTAL UNIT)

- a. Generally, the Postal Service does not enter into contracts with its employees, their immediate families, or business organizations substantially owned or controlled by Postal Service employees or their immediate families. "Immediate family" means spouse, minor child or children, and individuals related to the employee by blood who are residents of the employee's household. Postal Service employees and their immediate family may not be involved in the administrations or operations of a Contract Postal Unit (CPU).
- b. A Postal Service employee or an immediate family member of a Postal Service employee or a business organization substantially owned or controlled by a Postal Service employee or immediate family member. (Note: if the offeror is a Postal Service employee or an immediate family member of a Postal Service employee or a business organization substantially owned or controlled by a Postal Service employee or immediate family member the offer will not be considered for award.)"
- c. All supplier personnel assigned to the Contract Postal Unit must be professionally attired and wear name tags. All personnel must project a professional image of the Postal Service at all times while operating the CPU.
- d. The contracting officer may require removal of an employee from the CPU operations if, in the opinion of the Postal Service the employee cannot do the work or fails to comply with applicable standards of conduct.

3.23 TERMINATION ON NOTICE

This contract may be terminated by either party upon **one hundred twenty (120) days' written notice**. In the event of such termination, neither party will be liable for any costs, except for payment in accordance with the payment provisions of the contract for actual services rendered prior to the effective date of the termination. When required to protect the Postal Service's interests, the contracting officer may terminate the contract upon one day's written notice.

3.24 CLAUSE B-39: INDEMNIFICATION (MARCH 2006)

The supplier must save harmless and indemnify the Postal Service and its officers agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from negligent acts or omissions of the supplier, any subcontractor, or any employee, agent, or representative of the supplier or any subcontractor.

ATTACHMENT I - REQUIREMENTS

I. DESCRIPTION

The Contract Postal Unit will report to the following:

Postmaster

Title

Taos Main Post Office

Installation Name

318 Paseo Del Pueblo Norte

Street Address

Taos, NM 87571-9998

City, State, ZIP+4

(575) 758-2081

Telephone Number (include area code)

TYPE OF CONTRACT POSTAL UNIT (CPU):

This CPU ☒ is a Community Post Office (CPO), ☐ is not a Community Post Office.

SPACE REQUIREMENTS: Floor space must equal a minimum of 100 square feet.

Wall space must equal a minimum of 10 linear feet.

CONTRACT POSTAL UNIT BOND AMOUNT: \$10,000.00. Any change to the above bond amount after contract award must be agreed to, in writing, by both the supplier and the HAO. Copies of the change will be maintained by the supplier, HAO, and the District Retail Office.

AREA/LOCATION (identify general boundaries and attach map)

Within the Community of Taos Ski Valley, Taos NM 87525

II. OPERATIONAL DATE:

The Contract Postal Unit (CPU) contract term will commence upon receipt of the Contract Postal Unit bond and notification from the CPU Coordinator that the supplier training and signage requirements have been completed and accepted by the Postal Service. If the Contract postal unit is operated on a seasonal basis the opening date will be N/A and the closing date will be N/A each year of operation.

III. SERVICE DAYS AND HOURS

The CPU must be ready to be open to the public, Monday through Friday: Winter: from 9:00 a.m. to 5:00 p.m. Summer: from 10:00 a.m. to 3:30 p.m. Saturday Winter: from 9:00 a.m. to 5:00 p.m. Summer: from 10:00 a.m. to 1:30 p.m., and Sunday from N/A a.m. to N/A p.m. If the retail business is open to the public on Holidays, the CPU must be open to the public too. Any change to these hours after contract award must be agreed to, in writing, by both the supplier and the Host Administrative Office (HAO). Copies of the change will be maintained by the supplier, HAO, and the District Retail Office.

IV. SERVICES - The supplier must provide the following services:

| A. STAMPS & PRODUCTS | B. DOMESTIC MAIL | C. INTERNATIONAL MAIL | D. SPECIAL SERVICES |
|---|--|---|--|
| Stamps Stamped Envelopes Stamped Postal Cards | Express Mail Service Priority Mail Service First Class Mail Service Parcel Post | Express Mail International Priority Mail International First Class Mail International | Insured Mail Certified Mail Return Receipt Delivery Confirmation Svc Signature Confirmation Svc Registered Mail |

V. OTHER SERVICES - The supplier must provide the services checked below.

| |
|--|
| <input type="checkbox"/> Commercial Mail Boxes (Private mailbox) services (enter existing number of boxes - not to exceed) _____ |
| <input checked="" type="checkbox"/> Post Office Boxes - Number: <u>260</u> |
| <input checked="" type="checkbox"/> Competitive Services - (Limited to what is listed here) UPS & Fed X |
| <input checked="" type="checkbox"/> Other (must be listed here and already existing) <u>Money Orders</u> |

VI. PROPERTY/EQUIPMENT/SUPPLIES:

The indicated provider will furnish each item of property, equipment, and supplies necessary to operate this Contract Postal Unit. Neither party provides the item if "N/A" is checked.

| ITEM | PROVIDED BY | | INSTALLED BY | | MAINTAINED BY | | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| | USPS | SUPPLIER | USPS | SUPPLIER | USPS | SUPPLIER | |
| EQUIPMENT | | | | | | | |
| Cash Register | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Mobile Delivery Confirmation Device (MDCD) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Postage Meter | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Electronic Scale | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Post Office Boxes | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Safe | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| FURNITURE | | | | | | | |
| Counter(s) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Desk W/File Drawer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Sack Rack(s) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SIGNS | | | | | | | |
| Exterior | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Interior | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| SUPPLIES | | | | | | | |
| Accountable Paper | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| USPS Forms | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Name Tags | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Office Supplies | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| MISCELLANEOUS | | | | | | | |
| Utilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Telephone Instrument(s) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Data Line | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| OTHER | | | | | | | |
| Money Order Imprinter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2022-494** Approving the Village of Taos Ski Valley 2022 Legislative Priority Request

DATE: November 23, 2021

PRESENTED BY: John Avila

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village Administration hopes to seek legislative funding during the 2022 Legislative Session. For support of the request for funding it is prudent that the Village Council pass a Resolution supporting the request for priority Capital Projects.

This action does not preclude the Legislature funding other Village projects but directs Staffs' efforts for the application process.

The Village's 2022 legislative capital improvement project priorities, in rank order are:

- 23.1 Kachina Distribution Lines,
- 23.3 Water Line Upgrades and Expansion,
- 23.10 Wastewater Line Upgrades and Expansion for Amizette,
- 24.1 Waterline Upgrades and Expansion for Amizette,
- 23.4 Renovate and Expand Primary Fire Station #1,
- 23.6 Multipurpose Trails,
- 23.9 Renovate and Expand New Village Hall Complex Public Safety,
- 23.7 Acquire Snow Storage Area/Land

RECOMMENDATION: Staff recommends the approval of **Resolution No. 2022-494** for 2022 Legislative Priorities request for capital improvement project funding. Although Legislative funding is eligible for other projects, Staff efforts should be as directed, to secure funding for the Village priority projects: 23.1 Kachina Distribution Lines 23.3 Water Line Upgrades and Expansion, 23.10 Wastewater Line Upgrades and Expansion for Amizette; 24.1 Waterline Upgrades and Expansion for Amizette; 23.4 Renovate and Expand Primary Fire Station #1; 23.6 Multipurpose Trails; 23.9 Renovate and Expand New Village Hall Complex Public Safety; 23.7 Acquire Snow Storage Area/Land.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2022-494**

**A RESOLUTION APPROVING THE VILLAGE OF TAOS SKI VALLEY 2022
LEGISLATIVE CAPITAL IMPROVEMENT PRIORITY REQUEST**

WHEREAS, the Village Council of the Village of Taos Ski Valley ("Governmental Unit") is a qualified entity authorized to do business in the Village of Taos Ski Valley, located in Taos Ski Valley, New Mexico; and

WHEREAS, as such, the Village Council of the Village of Taos Ski Valley the designated municipal officials authorized to conduct business in Taos Ski Valley, New Mexico; and

WHEREAS, the Village Administrator is authorized to submit Capital Outlay Requests for the capital improvement priorities from the Village 2023-2027 ICIP, which the Village has identified as the following: Kachina Distribution Lines, Water Line Upgrades and Expansion, Wastewater Line Upgrades and Expansion for Amizette, Waterline Upgrades and Expansion for Amizette, Renovate and Expand Primary Fire Station #1, Multipurpose Trails, Renovate and Expand New Village Hall Complex Public Safety, and Acquire Snow Storage Area/Land; and

WHEREAS, the Village could use additional funding to help in the construction and completion of these projects.

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

That the Village of Taos Ski Valley Council authorizes the Village Administrator to submit Capital Outlay Requests and approves the designation of the following: 23.1 Kachina Distribution Lines 23.3 Waterline Upgrades and Expansion, 23.10 Wastewater Line Upgrades and Expansion for Amizette; 24.1 Waterline Upgrades and Expansion for Amizette; 23.4 Renovate and Expand Primary Fire Station #1; 23.6 Multipurpose Trails; 23.9 Renovate and Expand New Village Hall Complex Public Safety; 23.7 Acquire Snow Storage Area/Land as priority Capital Improvement projects for 2022 Legislative Priority Requests.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2021.

THE VILLAGE OF TAOS SKI VALLEY

By: _____
Christof Brownell, Mayor

(Seal)

ATTEST:

Ann M. Wooldridge, Village Clerk

VOTE: For _____ Against _____

| Year & Priority | Project Name | Total Cost | Funded | Unfunded Amount | 2023 | 2024 | 2025 | 2026 | 2027 |
|-----------------|---|---------------|--------------|-----------------|--------------|--------------|--------------|--------------|--------------|
| 23.1 | Kachina Distribution Lines | \$ 225,000 | | \$ 225,000 | \$ 225,000 | | | | |
| 23.2 | Twining Rd. Improvements - Planning, Engineering, Design, & Construction | \$ 5,400,000 | \$ 362,500 | \$ 5,037,500 | \$ 2,725,000 | \$ 1,500,000 | \$ 812,500 | | |
| 23.3 | Water Line Upgrades and Expansion Village Wide (see note for specific segments) | \$ 6,500,000 | | \$ 6,500,000 | \$ 2,000,000 | \$ 2,000,000 | \$ 1,000,000 | \$ 1,000,000 | \$ 500,000 |
| 23.4 | Renovate and Expand Primary Fire Station #1 | \$ 2,500,000 | | \$ 2,500,000 | | \$ 1,500,000 | \$ 1,000,000 | | |
| 23.5 | Fire Hydrants Additional (see note for locations) | \$ 250,000 | | \$ 250,000 | | \$ 125,000 | \$ 125,000 | | |
| 23.6 | Multi-Purpose Trails (Amizette to Kachina) Planning, Acquisition, and Development | \$ 750,000 | | \$ 750,000 | | \$ 250,000 | \$ 250,000 | | |
| 23.7 | Acquire Snow Storage Area/Land | \$ 1,500,000 | | \$ 1,500,000 | \$ 250,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 | \$ 300,000 |
| 23.8 | Pumper Tender (Fire Dept.) | \$ 500,000 | | \$ 500,000 | \$ 500,000 | | | | |
| 23.9 | Renovate and Expand New Village Hall Complex (incl. Public Safety facilities) | \$ 3,350,000 | \$ 1,200,000 | \$ 2,150,000 | \$ 1,850,000 | \$ 300,000 | | | |
| 23.10 | Water Line Upgrades and Expansion - Amizette | \$ 12,694,584 | | \$ 12,694,584 | | | | | |
| 24.1 | Water Line Upgrades and Expansion - Amizette | \$ 4,750,000 | | \$ 4,750,000 | | | | | |
| 24.2 | Road Improvements Village Wide (see note for specific locations) | \$ 12,687,808 | | \$ 12,687,808 | \$ 1,000,000 | \$ 2,000,000 | \$ 2,687,808 | \$ 4,594,584 | \$ 4,000,000 |
| 24.3 | Purchase Public Safety Vehicles and Equipment | \$ 150,000 | | \$ 150,000 | \$ 150,000 | \$ 150,000 | | \$ 2,750,000 | \$ 2,000,000 |
| 24.4 | Road Grader | \$ 250,000 | | \$ 250,000 | | \$ 250,000 | | \$ 4,000,000 | \$ 3,000,000 |
| 24.5 | Fire Rescue Truck | \$ 400,000 | | \$ 400,000 | | \$ 400,000 | | | |
| 24.6 | Helpaid Site Development | \$ 230,000 | | \$ 230,000 | | \$ 750,000 | | | \$ 250,000 |
| 24.7 | Public Safety Building Land Acquisition | \$ 750,000 | | \$ 750,000 | | | | | |
| 24.8 | Electric Vehicle Charging Station | \$ 75,000 | | \$ 75,000 | | | \$ 230,000 | | |
| 24.9 | Solar Energy Collection and Panel Installation | \$ 175,000 | | \$ 175,000 | | | \$ 75,000 | | |
| 24.10 | Gunsile Springs Engineering, Design, Construction and Distribution Lines | \$ 1,750,000 | | \$ 1,750,000 | | | \$ 175,000 | | |
| 24.11 | Water Line Upgrades and Expansion - Bull of the Woods | \$ 1,000,000 | | \$ 1,000,000 | | | \$ 1,750,000 | | |
| 24.12 | Purchase Replacement Fire Engine | \$ 475,000 | | \$ 475,000 | | | \$ 1,000,000 | | |
| 25.1 | Fire Sub-station #2 Expand and Renovate | \$ 1,500,000 | | \$ 1,500,000 | | | \$ 475,000 | | |
| 25.2 | Undergrounding of Electric Lines Village Wide | \$ 2,000,000 | \$ 400,000 | \$ 1,600,000 | \$ 400,000 | \$ 400,000 | \$ 400,000 | \$ 1,500,000 | |
| 25.3 | Waste/Water Line Upgrades and Expansion - Bull of the Woods | \$ 750,000 | | \$ 750,000 | | | \$ 750,000 | \$ 400,000 | \$ 400,000 |
| 25.4 | Public Safety Repeater Building | \$ 150,000 | | \$ 150,000 | | | | | |
| 25.5 | Phoenix Spring Redevelopment & Repair (Planning, Engineering, Design, & Construction) | \$ 500,000 | | \$ 500,000 | | \$ 250,000 | \$ 250,000 | \$ 150,000 | |
| 25.6 | Purchase Village Vehicles | \$ 150,000 | | \$ 150,000 | | | | | |
| 25.7 | Hiker Parking Lot Expansion or Additional Location and Improvements | \$ 350,000 | | \$ 350,000 | | \$ 350,000 | \$ 250,000 | \$ 150,000 | |
| 25.8 | Public Transit (NCRID) Stops/Pull-outs/Shelters (match) | \$ 150,000 | | \$ 150,000 | | | | | |
| 25.9 | Kachina Wetland Park Improvements | \$ 300,000 | | \$ 300,000 | \$ 50,000 | \$ 350,000 | \$ 150,000 | | |
| 25.10 | Public Restrooms and Recreational Structures | \$ 350,000 | | \$ 350,000 | \$ 300,000 | \$ 300,000 | \$ 150,000 | | |
| 25.11 | Pumper Vactor Truck - Purchase and Equip | \$ 175,000 | | \$ 175,000 | \$ 350,000 | | | | |
| 25.12 | Snow Dragon (snow melt) | \$ 150,000 | | \$ 150,000 | | \$ 350,000 | | \$ 175,000 | |
| 26.1 | Public Works Material & Vehicle Storage Building | \$ 750,000 | | \$ 750,000 | | | \$ 150,000 | \$ 150,000 | |
| 26.2 | Surface Water Treatment Plant Gunsite (Plan, Engineer, Design, & Construction) | \$ 1,500,000 | | \$ 750,000 | | | \$ 500,000 | \$ 500,000 | \$ 250,000 |
| 26.3 | Land Acquisition for Conservation Easements (SWPP Phoenix and Gunsite) | \$ 350,000 | | \$ 350,000 | | | \$ 1,500,000 | \$ 1,500,000 | |
| 26.4 | Recycling Facility - Planning, Design, & Construction | \$ 300,000 | | \$ 300,000 | | | \$ 350,000 | \$ 350,000 | |
| 26.5 | Public Works Dumptruck | \$ 125,000 | | \$ 125,000 | | | \$ 50,000 | \$ 50,000 | \$ 250,000 |
| 26.6 | Purchase Water Truck | \$ 100,000 | | \$ 100,000 | | | | | \$ 12 |

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Memorandum of Agreement between the Village of Taos Ski Valley and the Town of Taos for the North Central Regional Transit District Winter Transit Service to the Village of Taos Ski Valley

DATE: November 23, 2021

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley is a Member of the NCRTD and Mayor Brownell is the designated representative. The Village has had a Memorandum of Agreement with NCRTD in prior years, to provide Winter Transit Service to the Taos Ski Valley. The Service this year is expanded by two additional round trips Monday through Sunday for 341 TSV Green Route.

The North Central Rural Transportation Department has proposed to the Village of Taos Ski Valley, Town of Taos, Taos County a cost allocation to resume Winter Service to the Taos Ski Valley. The NCRTD proposed the expanded winter service for \$ 150,000, with cost allocation of \$60,000 for NCRTD, \$45,000 for the Village, \$25,000 for the Town and \$20,000 for the County

The Village and NCRTD have previously made the agreement for service for the Winter (Ski Season) supported by Lodgers Tax and contributions from the Town and recently the County. The MOU with the Town of Taos allows their financial support of \$25,000 to the NCRTD winter service.

Should conditions not allow the service this Winter, the NCRTD can discontinue service and as in the past when not able to complete the program the Village receives a prorated credit. Should funding not be available to meet the commitment, the Village may terminate the agreement. *Notice of termination by either party shall be effective upon the date of receipt.*

STAFF RECOMMENDATION: Staff recommends approval of the MOA between the Village and the Town of Taos for the NCRTD to provide the Winter of 2021-2022 Transportation Service Route to Taos Ski Valley



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

This Memorandum of Agreement is entered into this _____ day of November, 2021 by and between the Town of Taos ("Town"), a duly organized and incorporated municipality in the State of New Mexico, and the Village of Taos Ski Valley ("Village"), a duly organized and incorporated municipality in the State of New Mexico for the purpose of utilizing the North Central Rural Transit District ("NCRTD") to operate a bus line ("Taos Green Chile Line") route between the Town and the Village.

WHEREAS, the Village has entered into a MOA (attached) with NCRTD to operate a bus line route between the Town and the Village for the 2021/22 ski season dates of December 18, 2021 to through March 22, 2022;

WHEREAS, the NCRTD is requesting \$90,000.00 to operate the Taos Green Chile Line for the 2021/22 ski season operations as set-forth by the MOA between the Village and NCRTD (attached);

WHEREAS, the Village has committed \$45,000.00, Taos County has committed \$20,000.00, and the Town has agreed to commit \$25,000.00 for purposes of funding the Taos Green Chile Line for the 2021/22 ski season operations;

WHEREAS, the NCRTD has worked with the Village, the Town, and County to develop the Taos Green Chile Line service schedules (Attachment A to MOA between the Village and NCRTD); and

WHEREAS, all parties understand that this service will provide needed and convenient bus service for employees, visitors, and residents, as well as to support tourism.

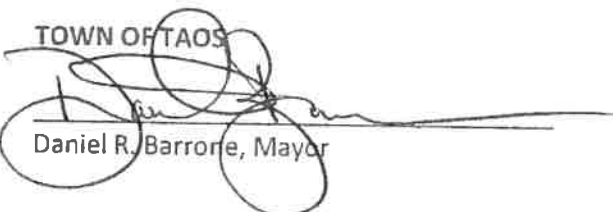
NOW, THEREFORE IT IS AGREED between the Town and the Village as follows:

1. Service Provided. Bus services provided are outlined in service schedules (Attachment A to MOA between the Village and NCRTD) and dependent on the terms in the MOA between NCRTD and the Village. No fares will be charged.
2. Term of Service. Funding is for full bus service from December 18, 2021 to through March 22, 2022.
3. Sum Paid to the Village. The Village will act as the fiscal agent with NCRTD. Once supporting documentation is provided that the Village has expended funds to the NCRTD as set-forth by the MOA between the Village and NCRTD (attached as exhibit A), the Town agrees to pay the sum of \$25,000.00 to the Village.
4. Liability. As between the parties, each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 through 41-4-27. The parties hereto agree that this document is not intended, by any provisions or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any of the provisions of this Agreement.
5. Appropriations and Authorizations. This Agreement is contingent upon there being sufficient appropriations available and sufficient legal authority. Each party shall be the sole and final determiner of whether sufficient appropriations and legal authority exist for their local government. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.
6. Termination. This Agreement may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective day of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective thirty (30) days from the time of delivery to the other party (personally or at his/her office) or when delivered to the Town Office or Village Office. If the Town terminates this contract, no refund will be forthcoming from the Village. In no event shall termination nullify obligations of either party prior to the effective date of termination.
7. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
8. Scope of Agreement. This Agreement incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.

9. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
10. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the Village/Town. Any legal proceeding brought against the Town, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, and State of New Mexico.
11. Illegal Acts. Pursuant to N.M.S.A. 1978 (as amended), § 13-1-191, it shall be unlawful for either party to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

TOWN OF TAOS



Daniel R. Barrone, Mayor

Date signed

ATTEST:

Francella Garcia, Town Clerk
Budget Line Item: 29-00-44005

ADMINISTRATIVE APPROVAL:


Richard Bellis, Town Manager

11/3/21
Date signed

APPROVED AS TO FORM:


Attorney for the Town

11/16/2021
Date signed

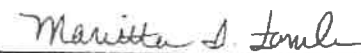
VILLAGE OF TAOS SKI VALLEY

Christof Brownell, Mayor

Date signed

ATTEST:

Ann M. Wooldridge, Village Clerk


Marietta Fambro, Finance Director

11/2/21
Date signed

APPROVED AS TO FORM

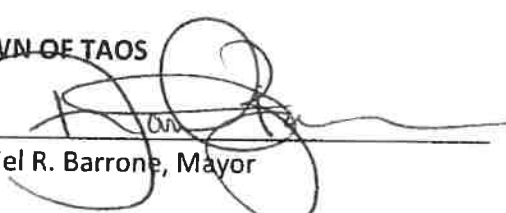
Village Attorney

Date signed

9. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
10. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the Village/Town. Any legal proceeding brought against the Town, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, and State of New Mexico.
11. Illegal Acts. Pursuant to N.M.S.A. 1978 (as amended), § 13-1-191, it shall be unlawful for either party to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.


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

TOWN OF TAOS


Daniel R. Barrone, Mayor

Date signed

ATTEST:


Francella Garcia, Town Clerk
Budget Line Item: 29-00-44005

ADMINISTRATIVE APPROVAL:


Richard Bellis, Town Manager

11/3/21
Date signed

APPROVED AS TO FORM:

Attorney for the Town

Date signed

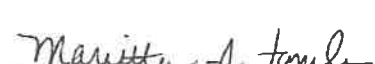
VILLAGE OF TAOS SKI VALLEY

Christof Brownell, Mayor

Date signed

ATTEST:

Ann M. Wooldridge, Village Clerk


Marietta Fambro, Finance Director

11/2/21
Date signed

APPROVED AS TO FORM

Village Attorney

Date signed

Monday - Sunday Service

[illegible]

* If exiting at El Monte Sagrado, on Southbound trips, please notify your Transit Operator upon boarding the bus.
 (-) The bus does not stop at this location during this trip.

(-) The bus does not stop at this location during this trip.

RTD

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Memorandum of Agreement between the Village of Taos Ski Valley and Taos County for the North Central Regional Transit District Winter Transit Service to the Village of Taos Ski Valley

DATE: November 23, 2021

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley is a Member of the NCRTD and Mayor Brownell is the designated representative. The Village has had a Memorandum of Agreement with NCRTD in prior years, to provide Winter Transit Service to the Taos Ski Valley. The Service this year is expanded by two additional round trips Monday through Sunday for 341 TSV Green Route.

The North Central Rural Transportation Department has proposed to the Village of Taos Ski Valley, Town of Taos, Taos County a cost allocation to resume Winter Service to the Taos Ski Valley. The NCRTD proposed the expanded winter service for \$ 150,000, with cost allocation of \$60,000 for NCRTD, \$45,000 for the Village, \$25,000 for the Town and \$20,000 for the County

The Village and NCRTD have previously made the agreement for service for the Winter (Ski Season) supported by Lodgers Tax and contributions from the Town and recently the County. The MOU with Taos County allows their financial support of \$20,000 to the NCRTD winter service.

Should conditions not allow the service this Winter, the NCRTD can discontinue service and as in the past when not able to complete the program the Village receives a prorated credit. Should funding not be available to meet the commitment, the Village may terminate the agreement. *Notice of termination by either party shall be effective upon the date of receipt.*

STAFF RECOMMENDATION: Staff recommends approval of the MOA between the Village and Taos County for the NCRTD to provide the Winter of 2021-2022 Transportation Service Route to Taos Ski Valley



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

This Memorandum of Agreement is entered into this 9th day of November, 2021, by and between Taos County ("County"), a duly organized and incorporated municipality in the State of New Mexico, and the Village of Taos Ski Valley ("Village"), a duly organized and incorporated municipality in the State of New Mexico for the purpose of utilizing the North Central Regional Transit District (NCRTD) to operate a bus line (Taos Chile Line) route between Taos County and the Village.

WHEREAS, the Village has entered into an MOA (attached) with NCRTD to operate a bus line route between Taos County and the Village for the 2021/22 ski season dates of December 18, 2021 to through March 22, 2022;

WHEREAS, the NCRTD is requesting \$90,000 to operate the attached schedule (exhibit A) as updated from the previous year.

WHEREAS, the Village has committed \$45,000.00, Taos County has committed \$20,000.00, and the Town of Taos has committed \$25,000.00, through a separate agreement, to fund the Taos Chile Line 2021/22 ski season operations.

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

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

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

1. Service Provided. Bus services provided are outlined on service schedules (attachment A) and dependent on the terms in the MOA between NCRTD and the Village. No fares will be charged.
2. Term of Service. Funding is for full bus service from December 18, 2021, to through March 22, 2022.

3. Sum Paid to the Village. The Village will act as the fiscal agent with NCRTD. Once supporting documentation is provided that the Village has expended funds to the NCRTD, the County agrees to pay the sum of \$20,000.00 to the Village.
4. Liability. As between the parties, each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 through 41-4-27. The parties hereto agree that this document is not intended, by any provisions or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any of the provisions of this Agreement.
5. Appropriations and Authorizations. This Agreement is contingent upon there being sufficient appropriations available and sufficient legal authority. Each party shall be the sole and final determiner of whether sufficient appropriations and legal authority exist for their local government. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.
6. Termination. This Agreement may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective day of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective thirty (30) days from the time of delivery to the other party (personally or at his/her office) or when delivered to the County Office or Village Office. If the County terminates this contract, no refund will be forthcoming from the Village. In no event shall termination nullify obligations of either party prior to the effective date of termination.
7. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
8. Scope of Agreement. This Agreement incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
9. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
10. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the Village/County. Any legal proceeding brought against the County, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, and State of New Mexico.

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

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

TAOS COUNTY

VILLAGE OF TAOS SKI VALLEY

Candace O'Donnell
Candace O'Donnell, Chairperson

Christof Brownell, Mayor

Nov 9, 2021
Date

Date

ATTEST:

ATTEST:

Valerie Montoya
Valerie Montoya, County Clerk

Ann M. Wooldridge, Village Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM

Randy M. Autio
Randy Autio, Contract County Attorney

Village Attorney

Nov 15, 2021

Date

Date