

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2023-538**, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2024, NM LGRF DOT.

DATE: June 27, 2023

PRESENTED BY: Anthony Martinez, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village Council needs to approve a resolution for State Highway and Transportation Department funding. After passage of the attached resolution, the Highway Department will be drafting a contract for Village approval for the 2024 road project. The Village requests that NMDOT contribute \$104,702.25 with the Village to match or exceed \$34,900.75 for a total contract price of \$139,603.00 which is consistent with recent funding applications with NMDOT.

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

RECOMMENDATION: Approval of **Resolution No. 2023-538**, a resolution authorizing the approval for financial assistance from the New Mexico State Highway and Transportation Department

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2023-538**

WHEREAS, the Village of Taos Ski Valley has been invited to participate in the FY 2024 New Mexico Department of Transportation's);

WHEREAS, the Village of Taos Ski Valley has need of assistance to;

WHEREAS, the Village has identified need for planning and design of a public road project from NM 150 to Twinning Road that is needed to protect the public good and convenience and will serve the public of the municipality and the list is as follows;

Planning, design, construction, reconstruction, pavement rehabilitation, construction management, Drainage and Misc. improvements –

WHEREAS, the Village is awarded for the project cost of \$139,603.00 with the local match requirement of \$34,900.75 and the Department share of \$104,702.25.

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

- 1. Council Directs the Village Mayor Pro-Tem to enter into agreement for the COOP program (#L500533).

ADOPTED THIS 27 DAY OF June 2023.

Mayor Pro-Tem Tom Wittman

ATTEST:

Ann Marie Wooldridge
Village Clerk



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

June 1, 2023

Village of Taos Ski Valley
7 Firehouse Road
PO Box 100
Taos Ski Valley NM, 87525
ATTN: John Avila, Village Administrator

Re: FUNDING 2023/2024 LGRF PROGRAM

Dear Mr. Avila,

At this point, I would like to inform you that the New Mexico Department of Transportation Commission has approved your project for 2023/2024. The funding amount is as follows:

<u>Control No.</u>	<u>Entity Share (25%)</u>	<u>State Share (75%)</u>	<u>Project Total</u>
L500533	\$34,900.75	\$104,702.25	\$139,603.00

The following will be the scope of work:

Design roadway reconstruction Curb, gutter, and sidewalk Drainage improvements Permanent signing.

If the above funding amount requires that your project be adjusted from what was originally proposed (i.e. **Changing lengths or adding or deleting roads with NO change in scope for "type of work to be done"**), please submit the new adjusted project with the roads that are to be done and/or their new lengths. In this submittal you will need to submit a new Estimated Cost Summary detailing the above and all their corresponding costs, map of the new location and the new total for the Project.

Please submit the **resolution** for your project including the project scope, project limits, project location and the project amounts as indicated above. Upon receipt of your resolution, I will generate four agreements for execution.

If changing the scope - **as to type of work to be done** - is necessary, then you will need to submit to the District Engineer a request for this scope change in writing explaining the reason for the change and a new resolution indicating the new scope of work. This will require approval at the next State Transportation Commission meeting.

To ensure funding of this project the agreements must be fully executed by June 30, 2023. Therefore, we will need the above as soon as possible.

Please do not hesitate to contact me at (505)477-1765, if you have any questions.

Sincerely,

Amanda Niño

Amanda Niño
New Mexico Department of Transportation D-5
Local Government Road Fund Coordinator

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. _____
Vendor No. 43561
Control No. L500533

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and Village of Taos Ski Valley (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Design roadway reconstruction Curb, gutter, and sidewalk Drainage improvements Permanent signing, as described in Control No. L500533, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is One Hundred Thirty-nine Thousand, Six Hundred and Three Dollars and zero cents. **(\$139,603.00)**, to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: \$104,702.25

Design roadway reconstruction Curb, gutter, and sidewalk Drainage improvements Permanent signing.

2. Public Entity’s required proportional matching share shall be 25%: \$34,900.75

3. Total Project Cost: \$139,603.00

b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Thirty-nine Thousand, Six Hundred and Three Dollars and zero cents. **(\$139,603.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction,**

and Cost form, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Tribal/Local Public Agency State Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2024**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this

Agreement may terminate immediately upon written notice of the Department to the Public Entity.

- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____ Date: _____
Assistant General Counsel

Village of Taos Ski Valley

By: _____ Date: _____
Title: _____

Attest: _____
Village Administrator

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

[illegible]

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2023-539**, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2023 - 2024, NM DOT Municipal Arterial Program (MAP) Cooperative Agreement

DATE: June 27, 2023

PRESENTED BY: Anthony Martinez, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village Council needs to approve a resolution for State Highway and Transportation Department funding. After passage of the attached resolution, the Highway Department will be drafting a contract for Village approval for the 2023-2024 road project. The Village requests that NMDOT contribute \$113,741.00 with the Village to match or exceed \$37,914.00 for a total contract price of \$151,655.00 which is consistent with recent funding applications with NMDOT.

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

RECOMMENDATION: Approval of **Resolution No. 2023-539**, a resolution authorizing the approval for financial assistance from the New Mexico State Highway and Transportation Department

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2023-539**

WHEREAS, the Village of Taos Ski Valley has been invited to participate in the FY 2024 New Mexico Department of Transportation's Municipal Arterial Program (MAP);

WHEREAS, the Village of Taos Ski Valley has need of assistance to develop, improve and establish Right Of Way for planned public roadway that connects to NM 150 to Village public streets that are not on the state highway system but distribute the state highway system traffic throughout the Village;

WHEREAS, the Village has identified need for planning and design of a public road project from NM 150 to Twinning Road that is needed to protect the public good and convenience and will serve the public of the municipality and the list is as follows;

Planning, design, construction, reconstruction, pavement rehabilitation, construction management, Drainage and Misc. improvements – Twinning Road construction.

WHEREAS, the Village is awarded for the project cost of \$151,655.00 with the local match requirement of \$37914.00 and the Department share of \$113,741.00.

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

- 1- Council Directs the Village Mayor Pro-Tem to enter into agreement for the MAP program (#L500564).

ADOPTED THIS 27 DAY OF June 2023.

Mayor Pro-Tem Tom Wittman

ATTEST:

Ann Marie Wooldridge
Village Clerk



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

June 12, 2023

John Avila, Village Administrator
Village of Taos Ski Valley
P.O. Box 100
Taos Ski Valley, New Mexico 87525

Dear John Avila:

We are pleased to inform you that your application for Municipal Arterial Program (MAP) funds for the project scope: '**Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements-Twinning Road Construction**' was approved by the State Transportation Commission on May 18, 2023, and will be included in the New Mexico Department of Transportation's FY24 LGRF Program.

Your project has been assigned Control No. **L500564**. Please be sure to reference this number in all communications with the New Mexico Department of Transportation regarding this project.

The total estimated cost for your project is **\$151,655.00** the Department has allocated **\$113,741.00** in MAP funds, with a local match requirement of **\$37,914.00**.

The Project Oversight Division will develop a project agreement and forward to you for signature. If you have any questions or comments, please contact me at (505) 699-9946.

Sincerely,

Clarissa Martinez
Project Oversight Division, State Grants Manager

C: Amanda Nino, LGRF Coordinator
Mr. Paul Brasher, District 5 Engineer

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. _____
Vendor No. 0000052151
Control No. HW2L500564

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and Village of Taos Ski Valley (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements**. This Project will be referred to interchangeably as "Project" or "Project Control No. **L500564**." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is One Hundred Fifty One Thousand Six Hundred Fifty Five Dollars and No Cents (**\$151,655**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: \$113,741

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,
Construction Management, Drainage and Misc. Improvements

2. Public Entity's required proportional matching share shall be 25%: \$37,914

3. Total Project Cost: \$151,655

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Fifty One Thousand Six Hundred Fifty Five Dollars and No Cents (**\$151,655**).
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
- d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Exhibit A**, "Minimum Design Standards", which is incorporated into this Agreement.
- j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
- k. Comply with **Exhibit C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
- l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- m. Prior to Project construction, furnish the Department's District 5 Office the "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
- n. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the "**Certification of Construction Phase**" form, which is attached as Certification No. 2.
- o. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the "**AS BUILT Summary of Costs and Quantities**" form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.

- p. Failure to timely provide Certification Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- r. Advertise, let, and supervise the construction of the Project.
- s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- t. Allow the Department to perform a final inspection of the Project to determine if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Tribal/Public Agency State Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.

- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws

governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended By District 5

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Village of Taos Ski Valley

By: _____

Date: _____

Title: _____

Attest: _____
Name and Title

EXHIBIT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
 - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
 - g. **DEPARTMENT'S** Action Plan;
 - h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
 - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
 - j. **DEPARTMENT'S** Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In

no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1
CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L500564

I, _____, in my capacity as _____ of
_____ do hereby certify with reference to the aforementioned Project
Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition)**] Local Public Agencies, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
___ a. have been relocated
___ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):

- _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
- 11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
- 12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
- 13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
- 14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
- 15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
- 16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
- 17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does hereby
certify that the aforementioned matters stated herein are true to his/her knowledge and belief and
does hereby set his/her hand and seal this day and year specified below:

Village of Taos Ski Valley

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L500564

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L500564** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

Village of Taos Ski Valley

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

**AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT**

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution 2023- 540 Election Resolution**

DATE: June 27, 2023

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

Village Ordinance No. 2023-72 was adopted in March 2023, which approves the Village of Taos Ski Valley joining the Regular Local Election occurring on November 7, 2023.

The municipality is required to let the Taos County Clerk and the Secretary of State know the number and terms of office to be held in the Regular Local Election. More details about voting hours and locations will be provided over the next few months.

RECOMMENDATION:

Staff recommends adoption of **Resolution No. 2023-540** to begin the process for the November 7, 2023 Regular Local Election.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2023-540**

ELECTION RESOLUTION

Be it resolved by the Governing Body of the Village of Taos Ski Valley that:

- A. A Regular Local Election for the election of Municipal Officers shall be held on November 7, 2023. Polls will open at 7:00 a.m. and close at 7:00 p.m.
- B. At the Regular Local Election, persons shall be elected to fill the following elective offices:
1. ONE Mayor for a four year term
 2. ONE Councilor for a four year term
 3. ONE Councilor for a four year term
- C. Voters in the Village of Taos Ski Valley, Precinct 33, may vote at the Inn at Taos Valley, 1314A Highway 150, Taos Ski Valley, NM.
- D. Absentee Voting. Applications for absentee ballots may be obtained from the office of the Taos County Clerk or through the Voter Portal at NMVOTE.ORG. The Taos County Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voter's immediate family, or by the caregiver to the voter until 5:00 p.m. November 4, 2023.
Early Voting. Early voting on a tabulator will be conducted in the office of the Taos County Clerk during the regular hours and days of business, beginning on Tuesday, October 10, 2023 during the regular hours and days of business and on the Saturday immediately prior to election day from 10:00 a.m.-6:00 p.m.
- E. All Declarations of Candidacy shall be filed with the Taos County Clerk on Tuesday, August 29, 2023 between the hours of 9:00 A.M. and 5:00 P.M. To be a candidate, a person must be registered to vote in the in the district on the date the proclamation calling a local election is filed in the Office of the Secretary of State, August 7, 2023.

Adopted and approved this 27th day of June, 2023.

Mayor Pro Tem Wittman _____

ATTEST: Ann M. Wooldridge, Municipal Clerk _____

Ann Marie Wooldridge

From: Elections HelpDesk <Elections@sos.nm.gov>
Sent: Wednesday, June 7, 2023 11:13 AM
To: Ann Marie Wooldridge
Subject: [Ticket #57996] [EXTERNAL] Village of Taos Ski Valley LOE Opt-in Ordinance 2023

On Jun 07, 2023 @ 11:12 am, Lydia Herbert wrote:

Thank You Clerk Wooldridge for submitting your Opt-in Resolution.

We welcome you to the Opted-In group!

Regards,

L. Herbert

NM SOS Elections

(505) 827-3600 Option 2

Ticket History

On Jun 07, 2023 @ 11:11 am, Lydia Herbert wrote:

Thank You Clerk Wooldridge for submitting your Opt-in Resolution.

We welcome you to the Opted-In group!

Regards,

L. Herbert

On Jun 07, 2023 @ 09:01 am, Charles Romero wrote:



Village of Taos Ski Valley
PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525
(575) 776-8220 (575) 776-1145 Fax
E-mail: vtsv@vtsv.org Website: www.vtsv.org

Mayor:
Council: Henry Caldwell, Brent Knox,
J. Christopher Stagg, Thomas Wittman

June 6, 2023

Honorable Maggie Toulouse Oliver
Secretary of State
Executive Legislative Building
Santa Fe, New Mexico 87503

ATTN: Bureau of Elections

Dear Madam Secretary:

Enclosed please find a copy of Ordinance No. 2023-72, adopted by the Village of Taos Ski Valley on March 28, 2023, declaring that the Village of Taos Ski Valley has chosen to opt-in to the Local Government Election to be held on November 2, 2023.

The ordinance also reduces the terms of office for those municipal officers who would normally be elected in March of 2024.

Should you have any questions or require additional information, please let me know.

Sincerely,

Ann Marie Wooldridge
Village Clerk
Village of Taos Ski Valley
Enc.

VILLAGE OF TAOS SKI VALLEY
ORDINANCE NO. 2023-72

AN ORDINANCE PURSUANT TO NMSA 1978, SECTION 1-22-3.1 (2018) TO OPT IN FOR THE ELECTION OF THE MUNICIPAL OFFICERS OF THE VILLAGE OF TAOS SKI VALLEY IN THE NEXT REGULAR LOCAL ELECTION.

WHEREAS, on July 1, 2018 the Local Election Act went into effect as Chapter 1, Article 22, NMSA 1978 establishing the Regular Local Election, a consolidated election day for non-partisan local government bodies on the first Tuesday after the first Monday in November of each odd-numbered year; *and*

WHEREAS, the Local Election Act also established the Municipal Officer Election Day on the first Tuesday in March of even-numbered years; *and*

WHEREAS, the Local Election Act provides the option for each municipality to determine if its elective officers shall be elected on the Municipal Officer Election Day on the first Tuesday of March in even numbered years or at the Regular Local Election on the first Tuesday after the first Monday in November of odd numbered years; *and*

WHEREAS, the Village of Taos Ski Valley has considered the issues related to opting in to the Regular Local Election Act, including uniformity of procedure and convenience for the voters.

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

SECTION 1. MUNICIPAL OFFICERS TO BE ELECTED AT THE REGULAR LOCAL ELECTION

Pursuant to Subsection B of Section 1-22-3.1 NMSA 1978, the Village of Taos Ski Valley opts in to the election of its municipal officers in the November Regular Local Election.

SECTION 2. ADJUSTMENT OF TERMS TO CORRESPOND WITH NEW ELECTION DATE

To begin with the Regular Local Election in November 2023, the terms of office for the current municipal office holders shall be adjusted, so that:

(A) municipal officers elected or appointed to a term ending in 2024 shall serve until December 31, 2023, the new term of the position shall be elected at the regular local election in November 2023, and the new term shall commence January 1, 2024; *and*

(B) municipal officers elected or appointed to a term ending in 2026 shall serve until December 31, 2025, the new term of the position shall be elected at the regular local election in November 2025, and the new term shall commence January 1, 2026.

SECTION 3. FILING WITH SECRETARY OF STATE

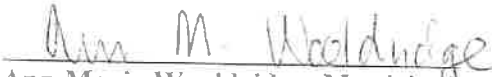
Following approval of this ordinance, the Municipal Clerk shall file a copy of the ordinance with the Secretary of State no later than June 30, 2023.

PASSED, APPROVED, AND ADOPTED on this 28th day of March, 2023.



The Hon. Thomas P. Wittman
Mayor Pro Tem, Village of Taos Ski Valley

ATTEST:



Ann Marie Wooldridge, Municipal Clerk



2023 Opt-In Election Calendar

Election to be held Tuesday, November 7, 2023

Note: Bolded dates are deadlines for Municipal Clerk. Blank cell below timeframes are for your targeted dates for completion (if different from the deadline dates)

TIME FRAME	DATE	ACTION	STATUTE
By 15 days before meeting to adopt		Publish Notice of Public Hearing for Ordinance to opt-in.	3-17-3
	Between February 1, 2023 and June 15, 2023	Adopt Opt-In Ordinance. Ordinance determines if the terms of office of the current office holders will be shortened or lengthened. NOTE: A municipality may change its charter by ordinance or as otherwise provided by the municipality to conform its election schedule with the requirements of this section. (1-22-3.2B)	1-22-3.1B
	Between February 1, 2023 and June 15, 2023	Adopt ordinance to choose between top-two runoff election and a ranked-choice runoff election (Note: can be part of opt-in ordinance)	1-22-16C
	Between February 2, 2023 and June 16, 2023	Publish adopted ordinance(s)	3-17-5B
	By January 30, 2023	Deadline to request an alternate early voting site in the municipality from the County Clerk NOTE: If requested, municipality must provide the Ballot on Demand (BOD), supplies and staff to operate the site.	1-22-19C
	By June 30, 2023	Send a copy of Opt-In Ordinance to the Secretary of State	1-22-3.1B
	By June 30, 2023	Send a copy of Run-off choice Ordinance to the Secretary of State	1-22-16C
Between 120-150 days prior	Between June 10, 2023 and July 10, 2023	Municipality must notify the Secretary of State of all municipal positions to be filled at the next local government election. [Recommend this be done by resolution]	1-22-4B
On 90th day	On August 9, 2023	Secretary of State issues resolution (proclamation) for a regular local election	1-22-4A

Prior to 70th day		Municipality must adopt any ordinances and/or resolutions to establish ballot questions NOTE: See the corresponding statutes for the timelines for the type of question being considered (GRT, Bond, Liquor, etc)	
By 70th day	By August 29, 2023	Deadline for County Clerk to submit any ballot questions to the Secretary of State for the Local Elections Ballot.	1-16-8
On 70th day	On August 29, 2023 9:00 AM and 5:00 PM	Candidate Filing Day - candidates file declaration of candidacy with the County Clerk NOTE: To be a candidate, a person must be registered to vote in the district on the date the proclamation calling a local election is filed in the office of the secretary of state [August 7, 2019] (1-22-3B)	1-22-7A
On 63rd day	On September 5, 2023 9:00 AM and 5:00 PM	Write-In Candidate Filing Day - candidates file declaration of candidacy with County Clerk NOTE: To be a candidate, a person must be registered to vote in the district on the date the proclamation calling a local election is filed in the office of the secretary of state [August 7, 2019] (1-22-3B)	1-22-8.1C
By 63rd day	By September 5, 2023	Last day to withdraw candidacy	1-10-6C(1)
By 60th day	By September 8, 2023 By 5:00 PM	Deadline for County Clerk to certify candidate and place name on ballot	1-22-10A
28 days before the election	Between October 10, 2023 to November 4, 2023	Absentee ballots may be cast or early voting on a tabulator in the County Clerk's Office during regular business hours and from 10 a.m. to 6 p.m. on the Saturday immediately prior to the election.	1-6-5.7A
3rd Saturday prior to the election through the Saturday before the election	Between October 21, 2023 to November 4, 2023	Early voting at an alternative voting location	1-6-5.7B
By 7th day	By October 31, 2023	Deadline for any group of three candidates to file a written notice to appoint watchers for the election	1-2-27B
	November 7, 2023	Regular Local Election Day	1-22-3A
Between 6th day after and 10th day after	Between November 13, 2023 and November 17, 2023	Local Canvassing Board will meet to canvass election	1-13-13

No sooner than 24 days after	Starting December 1, 2023	Secretary of State issues certificates of election to the winning candidates and certifies the passage or defeat of any bond question	1-13-16B
	On January 1, 2024	Term of Office begins for newly elected candidates Note: The oath of office shall be issued before the candidate may enter upon the duties of the office.	1-22-18
Blackout periods for Special Elections (1-12-71)		70 days prior to or following any statewide election	

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Disposition of Records according to the Municipal Records Retention Schedule

DATE: June 27, 2023

PRESENTED BY: Ann Marie Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: In September 2019 the Village adopted **Resolution 2020-410** adopting the Municipal Records Retention schedule that was recommended by the Clerks of the NM Municipal League Staff will follow the guidelines for the proposed retention schedule until any changes are brought before Council, however the motion to approve suggested adding one year to the retention guidelines across the board as the Village is just beginning this process.

The goal for implementing this program is to become more organized and efficient, to be able to easily find and retrieve records, and to reduce costly storage space. Box contents will be reviewed before disposition.

RECOMMENDATION: Staff recommends a motion to approve the accompanying list of boxes of records for disposition.

New Mexico Records Retention Schedule - 10-18-2018

New code	DESCRIPTION	Department	RETENTION
18.01.001	Non-record Materials	General	None
18.01.002	Administrative Files (Manager/Department Head)	General	5 years
18.01.003	Administrative Policies	General	Until superseded by new code
18.01.004	Administrative Reference Files (Non-executive levels)	General	until no longer needed for reference
18.01.005	Americans with Disabilities (ADA) Accommodations	General	3 years after file close
18.01.006	Americans with Disabilities (ADA) Compliance Files	General	Until superseded or 1 year after affected grievances have been resolved closed
18.01.007	Appraisals - Valuations	General	5 years after file close
18.01.008	Calendars and Schedules	General	Until no longer needed for reference.
18.01.009	Code of Conduct	General	Until superceded by new code then review for historical value
18.01.010	Committee Files, Ad Hoc	General	Until no longer needed for reference.
18.01.011	Complaint Files	General	1 year after close of file
18.01.012	Construction Project Files	General	Permanent
18.01.013	Correspondence Files (Elected/Executive Level)	General	2 years after close of fiscal year in which created then review for historical value
18.01.014	Correspondence Files (Staff Level)	General	1 year after close of fiscal year in which created
18.01.015	Denied, Rejected or Withdrawn Records	General	2 years after file close
18.01.016	Equipment and Supplies	General	3 years after disposition of equipment
18.01.017	Facility Use Agreements	General	4 years after termination of agreement
18.01.018	Feasibility Studies	General	5 years after completion or cancellation of study.
18.01.019	Incident Files	General	3 years after file close
18.01.020	Indexes and Finding Aids	General	Until superseded or until related records are destroyed.
18.01.021	Insurance Claims	General	3 years after case closed or until settlement agreement terms are met
18.01.022	Insurance Policies	General	10 years after expiration of policy provided no claims/suits pending
18.01.023	Inventories	General	3 years after audit report
18.01.024	Joint Powers Agreements	General	10 years after termination of agreement
18.01.025	Leases	General	3 years after close of file
18.01.026	Lists and Directories	General	Until superseded
18.01.027	Logs - Fiscal	General	3 years after audit released

New code	DESCRIPTION	Department	RETENTION
18.01.028	Logs - General	General	Until no longer needed, then review for historical value
18.01.029	Maintenance and Repair	General	3 years after date of last entry
18.01.030	Maps, Drawings and Plans	General	Permanent
18.01.031	Material Safety Data Sheets (MSDS)	General	30 years after discontinuance of substance per 29 CFR 1910.1020(d) (1) (ii)(B)
18.01.032	Photographs	General	Until no longer needed for reference then review for historical value
18.01.033	Policies and Procedures	General	Until superseded by new manual of procedure
18.01.034	Press and News Releases	General	Until no longer needed for reference, then review for historical value
18.01.035	Primary Mission Records	General	Permanent
18.01.036	Project Control File, Non-construction	General	1 year after close of fiscal year in which project completed or canceled
18.01.037	Property Assessments	General	3 years after close of fiscal year in which final action taken
18.01.038	Property Files	General	Permanent. After property is sold, disposed of, or relinquished, review for historical value.
18.01.039	Public Records (IPRA) Files	General	1 year after file close
18.01.040	Publicity and Promotion	General	Until no longer needed for reference, then review for historical value.
18.01.041	Reference Files	General	Until no longer needed for reference Finance files: until audit report released
18.01.042	Reports - General	General	2 years after date file closed
18.01.043	Reports - Injuries	General	2 years after date of accident report
18.01.044	Security and Access	General	3 years after date file closed
18.01.045	Speeches - Elected Officials	General	Until no longer needed for reference, then review for historical value.
18.01.046	Transportation and Trip Permits	General	3 years after date file closed
18.01.047	Video Recordings	General	Until informational value ends, then transfer to archives for review
18.01.048	Work Order Files	General	1 year from date file closed
18.02.001	Legal Case Files	Legal	10 years after case closed <i>Confidential: 14-2-1 NMSA 1978, 32A-1-3.B NMSA 1978, 32A-2-32 NMSA 1978, 32A-3B-22 NMSA 1978, 32A-4-33 NMSA 1978, 32A-5-8 NMSA 1978, and 32A-6-15 NMSA 1978</i>
18.02.002	Legal Case Files - Juvenile	Legal	10 years after case closed or until any minor involved attains age 21, whichever is longer <i>Confidential: 14-2-1 NMSA 1978, 32A-1-3.B NMSA 1978, 32A-2-32 NMSA 1978, 32A-3B-22 NMSA 1978, 32A-4-33 NMSA 1978, 32A-5-8 NMSA 1978, and 32A-6-15 NMSA 1978</i>

New code	DESCRIPTION	Department	RETENTION
18.02.003	Legal Opinions	Legal	Permanent
18.03.001	Accounts Payable	Finance	3 years after audit report
18.03.002	Accounts Receivable	Finance	3 year after audit report
18.03.003	Audit Reports	Finance	Permanent
18.03.004	Budget - Operating	Finance	3 years after audit report
18.03.005	Collection	Finance	3 years after audit report
18.03.006	Construction Grant Records	Finance	10 years after completion of project
18.03.007	Contract and Agreements	Finance	1 year after termination of contract, provided audit report released
18.03.008	Contract Tax File (Form 1099)	Finance	4 years after termination of contract or agreement
18.03.009	Donations	Finance	3 years after audit report
18.03.010	Employer's Quarterly Federal Tax Return File (Form 941)	Finance	10 years after calendar year created
18.03.011	Fixed Assets	Finance	3 years after audit report
18.03.012	Garnishments	Finance	3 years after termination of employee
18.03.013	General Finance Records	Finance	3 years after audit report
18.03.014	Grant Administration Files	Finance	6 years after termination of grant
18.03.015	HUD Reporting File	Finance	3 years after close of fiscal year in which created
18.03.016	Internal Audit File	Finance	5 years after close of fiscal year audited
18.03.017	Non-Tax Transaction Certificates	Finance	1 year after last transaction or until audit released NOTE: new certificates are issued by Taxation and Revenue every 10 years, 7-9-43D, NMSA 1978
18.03.018	Payroll Files	Finance	3 years after audit report
18.03.019	Payroll Register, Year End Report	Finance	55-years after date created
18.03.020	Petty Cash Fund Files	Finance	Until Audit Report released
18.03.021	Purchasing	Finance	3 years after audit report
18.03.022	Reports - Accounting:	Finance	3 years after audit report
18.03.023	Signature Authorizations	Finance	1 year after close of fiscal year in which no longer authorized
18.03.024	Surplus and Disposal	Finance	3 years after audit report
18.03.025	Vendor Maintenance Files	Finance	3 years after file close
18.03.026	W-2 Reports	Finance	5 years after close of calendar year for which created

New code	DESCRIPTION	Department	RETENTION
18.04.001	Background Investigation - Hired	Human Resources	3 years after employee terminated or retired <i>Confidential: 14-2-1D, NMSA 1978</i>
18.04.002	Background Investigations - Not Hired	Human Resources	3 years after investigation <i>Confidential: 14-2-1D, NMSA 1978</i>
18.04.003	Classification And Compensation Plan	Human Resources	3 years after superseded
18.04.004	Classification Study Files	Human Resources	10 years after study is superseded
18.04.005	Drug and Alcohol Abuse Program Files	Human Resources	3 years after close of fiscal year in which created
18.04.006	Drug and Alcohol Testing	Human Resources	1 year from date of determination <i>Confidential: 14-2-1.A, NMSA 1978</i>
18.04.007	Employee Eligibility Verification (FORM I-9) Files	Human Resources	3 years from date of hire or 1 year from date of separation of employment, whichever is later (8 CFR 274A.2) <i>Confidential: Portions of this record may be confidential pursuant, but not limited to, 5 USC, Section 552a (i.e., social security number).</i>
18.04.008	Employee Medical Records	Human Resources	3 years after employee terminated <i>Confidential: 14-2-1.A, NMSA 1978</i>
18.04.009	Employee Medical Records - Hazardous Materials	Human Resources	30 years after separation from employment
18.04.010	Equal Employment Opportunity (EEO) Statistics - Annual Printout	Human Resources	Permanent
18.04.011	Equal Employment Opportunity (EEO) and Affirmative Action - Compliance Files	Human Resources	5 years after file closed
18.04.012	Equal Employment Opportunity (EEO) and Affirmative Action - Other Records	Human Resources	2 years after date created <i>Confidential: 10-15-1, NMSA 1978.</i>
18.04.013	Equal Employment Opportunity (EEO) and Affirmative Action - Plans	Human Resources	3 years after issued or until no longer needed for reference
18.04.014	Equal Employment Opportunity (EEO) and Affirmative Action - Regulations and Policies	Human Resources	Until obsolete or superseded, then review for historical value
18.04.015	Grievance and Complaint Files, Employee	Human Resources	3 year after file closed
18.04.016	Group Insurance Employee Files	Human Resources	3 years after employee terminated or retired, or 3 years after termination of effective period. <i>Confidential: 14-6-1, NMSA 1978</i>
18.04.017	Hiring and Recruitment	Human Resources	3 years after file close
18.04.018	Human Resources Memoranda	Human Resources	Permanent
18.04.019	Job Description	Human Resources	Once new description is issued
18.04.019	Labor Relations	Human Resources	3 year after file closed
18.04.020	Municipal Organizational Charts	Human Resources	Until superseded and until no longer needed for reference, then transfer to archives
18.04.021	Personnel Action/ Status Change Request	Human Resources	3 years after file close
18.04.022	Personnel Files	Human Resources	55 years after employee terminated or retired
18.04.023	Retirement Records - PERA	Human Resources	3 years after employee terminated or rehired
18.04.024	Retirement Records -Non-PERA	Human Resources	70 years after employee's date of birth or 6 years after deceased
18.04.025	Surety Bond - Claims	Human Resources	3 years after case closed

New code	DESCRIPTION	Department	RETENTION
18.04.026	Surety Bond - Policy	Human Resources	10 years after expiration of policy, provided no claims or suits pending.
18.04.027	Training Material	Human Resources	3 years after course conducted
18.04.028	Unemployment Compensation Claims - Quarterly Printout	Human Resources	3 years after audit released
18.04.029	Volunteers	Human Resources	1 year after audit released
18.04.030	Worker's Compensation Claims	Human Resources	3 years after end of calendar year in which file closed <i>NOTE: Claim files containing health information are confidential. (14-6-1, NMSA 1978)</i>
18.05.001	Data Backup	Information Technology	Until replaced by more current backup or until archives are no longer needed for reference.
18.05.002	Network Security Audit Files	Information Technology	5 years from date of final report <i>Confidential: Portions of this record may contain confidential information pursuant, but not limited to 44 U.S.C. 3544(a)(1)(A).</i>
18.05.003	Systems and Network	Information Technology	1 year after discontinuance of system, provided all magnetic data files are authorized for disposal or transferred to new or alternate system
18.05.004	Web Management	Information Technology	1 year after discontinuance of the system.
18.05.005	Web Management - Content	Information Technology	1 year after site is updated or changed
18.05.006	Web Management - Transactional Web Sites	Information Technology	3 years after site is updated or changed.
18.06.001	Assessments/Taxes	Clerk	3 years after close of fiscal year in which assessment is paid
18.06.002	Business License and Business Registration	Clerk	3 years after close of fiscal year in which license issued
18.06.003	Claim of Lien	Clerk	6 years after lien release
18.06.004	Election Administration - Ballots	Clerk	45 days after canvass or resolution of contest or recount (1-12-69B, NMSA 1978)
18.06.005	Election Administration - Canvass	Clerk	Permanent
18.06.006	Election Administration - Other	Clerk	2 years after the election. NOTE: State law retention when there is no contest, recount or judicial inquiry is only 45 days after canvass. (1-12-69B, NMSA 1978)
18.06.007	Election Administration - Special Election	Clerk	Permanent
18.06.008	Election Campaign Contribution Reports	Clerk	2 years after election date or until termination of office, whichever is longer
18.06.009	Election District Files	Clerk	2 years after superseded by new redistricting
18.06.010	Franchise Files	Clerk	6 years after termination of franchise
18.06.011	Industrial Revenue Bonds	Clerk	6 years after termination of agreements beyond the bond life
18.06.012	Liquor Licenses	Clerk	3 years after close of fiscal year in which license issued

New code	DESCRIPTION	Department	RETENTION
18.06.013	Meetings - Agendas	Clerk	After next meeting date but no longer than 2 years after meeting date
18.06.014	Meetings - Minutes	Clerk	Permanent
18.06.015	Meetings - Minutes of Other Bodies	Clerk	5 years
18.06.016	Meetings - Recordings	Clerk	After minutes have been transcribed and accepted at the next meeting but no longer than 2 years after meeting date
18.06.017	Municipal Bond Certificates of Destruction	Clerk	6 years after date created (6-10-62, NMSA 1978)
18.06.018	Municipal Bond Schedule and Bond Register	Clerk	2 years after final payment (6-10-62, NMSA 1978)
18.06.019	Municipal Bonds, Notes, Interest Coupons, and Certificates of Indebtedness	Clerk	10 years after date of maturity (37-1-25, NMSA 1978)
18.06.020	Oath of Office	Clerk	Permanent
18.06.021	Ordinance Code	Clerk	Until superseded by new compilation then review for historical value
18.06.022	Ordinances	Clerk	Permanent
18.06.023	Permits, Short Term	Clerk	3 years after close of fiscal year in which permit issued
18.06.024	Petitions	Clerk	1 year after close of fiscal year in which received
18.06.025	Records Retention and Disposition Schedule	Clerk	Until superseded by new schedule
18.06.026	Resolutions	Clerk	Permanent
18.07.001	Annexations	Community Development	Permanent
18.07.002	Annexations - Other Records	Community Development	1 year after property annexed
18.07.003	Appeals, Planning and Zoning Board	Community Development	Permanent
18.07.004	Building Code Violation	Community Development	10 years after date of final resolution
18.07.005	Building Files	Community Development	Permanent
18.07.006	Building Inspection Files	Community Development	10 years after date of certificate of occupancy or final resolution
18.07.007	Building, Mechanical, Plumbing And Electrical Inspections	Community Development	1 year after final inspection
18.07.008	Building Permit Application	Community Development	2 years from inspection date
18.07.009	Building Permit Construction Plans - Commercial	Community Development	Permanent
18.07.010	Building Permit Construction Plans - Residential	Community Development	1 years from date of certificate of occupancy
18.07.011	Certificate of Occupancy	Community Development	10 years from date of issuance
18.07.012	Code Enforcement Violations Case Files	Community Development	3 years from date the case is closed
18.07.013	Conditional Use Permits	Community Development	Permanent.

New code	DESCRIPTION	Department	RETENTION
18.07.014	Fence/Shed Permits	Community Development	1 year from date of completion
18.07.015	Flood Plain Management Records	Community Development	Permanent
18.07.016	Geographic Information System (GIS) Records	Community Development	Until no longer needed for reference
18.07.017	Home Occupation Permits	Community Development	3 years after business ceases to exist
18.07.018	Metropolitan Redevelopment - Studies and Plans	Community Development	Permanent
18.07.019	Metropolitan Redevelopment - Other Records	Community Development	5 years after completion or cancellation then review for historical value
18.07.020	Non Conforming Certificates	Community Development	Permanent
18.07.021	Plans	Community Development	Until no longer needed for reference or implementation then review for historical value
18.07.023	Project Files And Studies	Community Development	5 years after completion or cancellation then review for historical value
18.07.022	Sign Permits - Exceptions	Community Development	1 year after business ceases or when new company/subdivision changes sign completely
18.07.024	Sign Permits - Commercial	Community Development	Permanent
18.07.025	Sign Permits - Temporary	Community Development	1 year after event or election occurs
18.07.026	Special Event Permits	Community Development	2-years after event occurs
18.07.027	Special Event Registration Records	Community Development	1 year after expiration
18.07.028	Street Excavation Permit	Community Development	4 years after close of fiscal year in which permit issued
18.07.029	Subdivision Plats	Community Development	Permanent
18.07.030	Subdivisions	Community Development	10 years after file close
18.07.031	Subdivisions - Property Owner Notification	Community Development	5 years after file close
18.07.032	Variance	Community Development	Permanent
18.07.033	Zone Map Amendments	Community Development	Permanent
18.07.034	Zoning Case Files	Community Development	3 years after close of fiscal year in which case closed
18.07.035	Zoning Interpretations	Community Development	Permanent
18.07.036	Zoning Permit Files	Community Development	3 years after date of final inspection
18.07.037	Zoning Violation Files	Community Development	3 years after date of final resolution
18.08.001	Emergency Dispatch Records	Communications	3 years after date of call
18.08.002	House Check Records	Communications	2 years after date of call
18.08.003	Law Enforcement Telecommunications System	Communications	1 year
18.08.004	Master Street Addressing Guide (MSAG)	Communications	Until superseded or until no longer needed for reference

New code	DESCRIPTION	Department	RETENTION
18.09.001	Alarm Report	Fire & EMS	Permanent
18.09.002	Building Emergency Evacuation File	Fire & EMS	Until superseded by new plan/information
18.09.003	Building Inspection Files (Fire and Rescue)	Fire & EMS	3 years after inspection date (UFC 103.3.4)
18.09.004	Building Layout Files	Fire & EMS	Until superseded by new business or public use of building or building razed
18.09.005	Disaster Recovery File	Fire & EMS	Until superseded by new plan or information
18.09.006	Emergency Equipment Checklist	Fire & EMS	1 year after close of calendar year in which created
18.09.007	Emergency Equipment Checklist - SCBA	Fire & EMS	1 year after disposal of equipment
18.09.008	Emergency Management Basic Plan	Fire & EMS	Permanent <i>Note: Tactical information is confidential per 14-2-1A(7), NMSA 1978</i>
18.09.009	Emergency Medical Services Files (EMS)	Fire & EMS	10 years after date created
18.09.010	Emergency Medical Services (EMS) Files - Billing	Fire & EMS	3 years after close of fiscal year in which final payment received or 3-years after close of fiscal year in which file closed
18.09.011	Fire Drills	Fire & EMS	6 months after close of calendar year in which created
18.09.012	Fire Hydrant Maintenance	Fire & EMS	Permanent
18.09.013	Fire Investigation Case Files	Fire & EMS	5 years after date investigation closed
18.09.014	Hazardous Waste Inspections And Violations Records	Fire & EMS	Permanent
18.09.015	Inspections	Fire & EMS	Permanent
18.09.016	Prefire Plans	Fire & EMS	Permanent
18.09.017	Volunteer First Responder Files	Fire & EMS	5 years after termination of last service
18.10.001	Animal Control Files	Police	1 year after file closed
18.10.002	Arrest Reports - Adult	Police	5 years after date of incident or until investigation closed, whichever is longer
18.10.003	Arrest Reports - Juvenile	Police	5 years after date of incident or at age 19, whichever is less, providing investigation closed. <i>Confidential: 32A-2-32, NMSA 1978</i>
18.10.004	Arrest Warrants	Police	5 years after prosecution completed
18.10.005	Citations	Police	3 years after date citation issued (30-1-8H, NMSA 1978)
18.10.006	Complaints And Grievances	Police	3 years
18.10.007	Confidential Source (Informant) Files	Police	3 years after case closed. Until no longer needed for reference <i>Confidential: 14-2-1A, NMSA 1978</i>
18.10.008	Crime Prevention Files	Police	5 years after event date

New code	DESCRIPTION	Department	RETENTION
18.10.009	Criminal History Records (Rap Sheet) - Adult	Police	Permanent
18.10.010	Criminal History Records (Rap Sheet)- Juvenile	Police	2 years after date of incident or at age 19, whichever is longer <i>Confidential: 32A-2-32, NMSA 1978</i>
18.10.011	Criminal Investigation Case Files - Adult	Police	5 years after investigation closes <i>Confidential: 32A-2-32, NMSA 1978</i>
18.10.012	Criminal Investigation Case Files - Juvenile	Police	5 years after investigation closed or until juvenile reaches age 19 whichever is less <i>Confidential: 32A-2-32, NMSA 1978</i>
18.10.013	Emergency Action Books	Police	Until no longer needed for reference <i>Note: Tactical information is confidential per 14-2-1A(7), NMSA 1978</i>
18.10.014	Emergency Management Reports and Records	Police	5 years after close of federal fiscal year in which created
18.10.015	Extraditions	Police	3 years after close of fiscal year in which created
18.10.016	Gang Activity File	Police	Until informational value ends <i>Confidential: 32A-2-32 NMSA 1978</i>
18.10.017	Incident Reports (Offence/Incident Reports) - Adult	Police	5 years after date of incident or until investigation closed, whichever is longer
18.10.018	Incident Reports (Offence/Incident Reports) - Juvenile	Police	5 years after date of incident or until juvenile reaches age 19, whichever is less, provided investigation closed <i>Confidential: 32A-2-32, NMSA 1978</i>
18.10.019	Internal Affairs Case File	Police	3 years after termination of officer <i>Confidential: 14-2-1A NMSA 1978 unless appealed through an administrative open meeting process</i>
18.10.020	Internal Affairs Case File - Dismissed	Police	3 years after complaint dismissed or cleared <i>Confidential: 14-2-1A, NMSA 1978 unless appealed through an administrative open meeting process</i>
18.10.021	NCIC Records	Police	Until cleared, canceled or purged due to expiration (in accordance with the NCIC operating rules)
18.10.022	Pawn Shop Tickets	Police	5 years after date created
18.10.023	Pawnbroker Files	Police	1 month after entered into computer system
18.10.024	Property and Evidence	Police	1 year after date of disposition of all property and evidence for each case
18.10.025	Radio Frequency/Telephone Audio Recordings (911 Recorded Calls)	Police	3 year after date of call
18.10.026	Restraining Orders	Police	Until expires
18.10.027	Seizure or Forfeiture Files	Police	6 years after close of fiscal year in which property transferred to municipality
18.10.028	Uniform Accident Report	Police	5 years after date of accident (30-1-8D NMSA 1978)
18.10.029	Uniform Accident Report - Fatal	Police	25 years after date of accident <i>Confidential: 66-7-213, 66-7-215 and 14-6-1, NMSA 1978</i>
18.10.030	Video Recording - Case File	Police	1 year after date of incident or 60 days after date of court disposition, whichever is less
18.10.031	Video Recording - Other	Police	90 days after date created
18.11.001	Controlled Substance & Drug Issuance Files	Detention	3 years after fiscal year close (30-31-16D, NMSA 1978)
18.11.002	Facility Incident Files - Adult	Detention	2 years after fiscal year close

New code	DESCRIPTION	Department	RETENTION
18.11.003	Facility Incident Files - Juvenile	Detention	5 years after date of incident or until investigation closed, whichever is longer
18.11.004	Facility Medical Files	Detention	5 years after date of incident or until juvenile reaches age 19, whichever is less, provided investigation closed. <i>Confidential: 32A-2-32, NMSA 1978</i>
18.11.005	Federal Retainer Requests	Detention	10 years after date of treatment <i>Confidential: 14-6-1 NMSA 1978</i>
18.11.006	Inmate (Prisoner) Case Files	Detention	3 years after date custody of resident is transferred to federal law enforcement entity
18.12.001	Bond Book/Cash Bond Record	Municipal Court	3 years after close of fiscal year in which created
18.12.002	Check Register	Municipal Court	3 years after close of fiscal year in which created
18.12.003	Court Docket	Municipal Court	3 years after case closed
18.12.004	Court Docket Book	Municipal Court	3 years from date of last entry
18.12.005	Criminal Case File, DWI	Municipal Court	Permanent
18.12.006	Criminal Case File, Non-DWI	Municipal Court	3 years after case closed
18.12.007	Master Computer Record	Municipal Court	10 years after case closed
18.13.001	Discharge of Effluent Permits	Public Works	10 years after destruction of facility
18.13.002	Flow Charts, Wastewater	Public Works	10 years
18.13.003	Infrastructure Project Files (Infrastructure Development Plans)	Public Works	Permanent
18.13.004	Line Locations	Public Works	3 years after close of fiscal year in which work order issued
18.13.005	Meter Readings	Public Works	3 years after close of fiscal year in which created
18.13.006	Sludge Disposal Files	Public Works	5 years after date created (40 CFR 122.41)
18.13.007	Street Maintenance	Public Works	5 years after date created
18.13.008	Traffic Signals Intersection Files	Public Works	5 years after date created
18.13.009	Utility Customer Service Files	Public Works	3 years after close of fiscal year in which canceled or deposit refunded to customer
18.13.010	Utility Facility Files	Public Works	Permanent
18.13.011	Utility Maintenance Files - Annual Summary	Public Works	10 years after close of fiscal year in which created
18.13.012	Utility Maintenance Files - Other Records	Public Works	5 years after close of fiscal year in which created (40 CFR 503.17, Clean Water Act Sections 308-402 (33 U.S.C. 1318-1342))
18.13.013	Utility Service Files	Public Works	3 years after audit release
18.13.014	Utility Turnoff Notice and Delinquent Report	Public Works	3 years after audit report release
18.13.015	Vehicle Files	Public Works	3 years after disposition of vehicle

New code	DESCRIPTION	Department	RETENTION
18.13.016	Vehicle (Fleet) Maintenance Files	Public Works	3 years after close of fiscal year in which created
18.14.001	Concession Records	Parls & Recreation	3 years after close of fiscal year in which created
18.14.002	Group Organization Records	Parls & Recreation	3 years after date created
18.14.003	Herbicide and Pesticide File	Parls & Recreation	2 years after date created
18.14.004	Park And Facility Usage Files	Parls & Recreation	Until change occurs in equipment
18.14.005	Recreation Program Files	Parls & Recreation	1 year after close of fiscal year in which created
18.14.006	Recreational Leagues	Parls & Recreation	1 year after league dissolution
18.15.001	Censorship or Complaint Files	Library and Museum Services	5 years after date of last entry
18.15.002	Collection Management - Library	Library and Museum Services	Until no longer needed for reference <i>Note: many items are confidential per 18-9-4, NMSA 1978</i>
18.15.003	Collection Management - Museum	Library and Museum Services	Permanent
18.15.004	Borrowing/Loaning Records	Library and Museum Services	5 years after date created <i>NOTE: Comply with applicable provisions of legal agreement regarding confidentiality of records concerning each gift.</i>
18.15.005	Gift Donors File	Library and Museum Services	Until obsolete <i>Confidential: 18-9-4, NMSA 1978</i>
18.15.006	Patron Management	Library and Museum Services	5 years after date materials used. <i>Confidential: 18-9-4, NMSA 1978</i>
18.15.007	Requests for Reproduction of Copyrighted Works	Library and Museum Services	3 years after the calendar year in which created per United States Copyright Office Circular 21, p. 19 <i>Confidential: 18-9-4, NMSA 1978</i>
18.15.008	Statistical Reports	Library and Museum Services	20 years
18.16.001	Cemetery Files	Cemetery	Permanent
18.17.001	Airport and Aviation Regulations	Transit and Airport	5 years after superceded or repealed
18.17.002	Airport Conditions and Inspections	Transit and Airport	6 months after date submitted to FAA
18.17.003	Airport Crash Rescue Operation Files	Transit and Airport	5 years after date of incident
18.17.004	Airport Safety Officers Files	Transit and Airport	5 years after date created
18.17.005	Screening Activities Report	Transit and Airport	6 months after date submitted to FAA
18.17.006	Transit Operations Files	Transit and Airport	3 years after fiscal year close
18.18.001	Animal Files	Zoo and Aquarium	until disposition of animal

New code	DESCRIPTION	Department	RETENTION
18.18.002	Animal Transaction Files	Zoo and Aquarium	3 years after fiscal year close
18.18.003	Breeding Loan Files	Zoo and Aquarium	1 year after termination of loan
18.19.001	Housing Authority Tenant Application Files	Housing Authority	3 years after fiscal year close
18.19.002	Housing Discrimination Complaint file	Housing Authority	3 years after file close
18.19.003	Tenant File (Housing Authority)	Housing Authority	6 years after termination of lease
18.20.001	Commercial Drivers Certification	MVD	3 years from date of issuance.
18.20.002	Driver's Licenses	MVD	3 years from date of issuance

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SOLICITORS ORDINANCE MATERIALS

ADVISORY COMMITTEE MEETINGS

COUNTY ZONING ADVISORY

INSURANCE RFP

OAT OF OFFICE

UTILITY FRANCHISES

DIRECTOR OF PUBLIC SAFETY APPLICANTS/ FINALISTS

AVALANCHE ORDINANCE

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ACCOUNTS PAYABLE 1996/97

CASH DIBURSEMENTS JOURNAL FY97

PAYROLL ADJUSTMENTS FY97

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FY97 COMP/VACATION/SICK

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TIMECARDS

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FY97 INTERFUND TRANSFERS

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DEPOSIT SUMMARY SHEETS FY97

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VTSV BOX 17 (FY 2000)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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PAYROLL ALLOCATIONS
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VTSV BOX 18 (FY 97-00)

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PARKING TICKETS 1999-PAID
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BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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STATE AUDITOR CORRESPONDENCE
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USFG INSURANCE-PREMIUM ADJUSTMENT STATEMENT
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BOND ADVISORS
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CDBG FUNDING
COLFAX CO. SUBDIVISION REGS.
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VTSV BOX 25 (FY 2001)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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LIABILITY, WORKMANS COMP, DISABILITY, FIREFIGHTERS ETC.

VTSV/TWSD BOX 28

BOX CONTENTS- VILLAGE OF TAOS SKI VALLEY
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BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 33 (FY98-2001)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV PAYROLL REGISTER JULY 1, 2002-JULY 31, 2002
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VTSV BOX 40 (FY 2003)

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VTSV BOX 46 (FY 2004)

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VTSV BOX 49 (FY 2005)

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BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 50 (FY 2005)

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BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 55 (FY 2006)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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SAP-03-0355-STB
06-05-01 ROAD COOP
06-03-01 KIT CARSON ELECTRIC

PARKER EXCAVATION BREAKOUT OF BILLS
NM CLEAN AND BEAUTIFUL
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VTSV BOX 57 (FY 2007)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 58 (FY 2007)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 62 (FY 2007)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 63 (FY 2007)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
ACCOUNTS PAYABLE S-Z
PENALTY ASSESSMENT 2007
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VTSV BOX 71 (FY 2008)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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DOCKET LOG, CASH BONDS & FORMS, SCREENING FORMS
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VTSV BOX 76 (FY 2009)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 78 (FY 2009)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 82 (FY 2009)

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VTSV BOX 86

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 87 (FY 2010)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 88 (FY 2010)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 89 (FY 2010)

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VTSV BOX 91 (FY 2011)

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VTSV BOX 92 (FY 2011)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 93 (FY 2011)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 94 (FY 2011)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 95 (FY 2011)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 97

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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SYSTEM) (VILLAGE)
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VTSV ACH CHECK COPIES FY 12
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VTSV BOX 103

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV PAYROLL CHECK COPIES FY 13 #1
VTSV PAYROLL CHECK COPIES FY 13#2
FY 2013 BUSINESS REGISTRATION
QTR. RPT 1996-2001
NM DEPT OF FINANCE & ADMIN QUARTERLY REPORTS 09/01-03/04

VTSV BOX 106

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
VTSV ACH DEPOSITS FY 13
SEPT. AUG 2012 BANK STATEMENTS
VTSV BILLING DEPOSIT WORKSHEETS 03/01/13-06/30/13 FY 13 #3
VTSV BILLING DEPOSIT WORKSHEETS 11/01/12-02/28/13 FY 13 #2
VTSV BILLING DEPOSIT WORKSHEETS 07/01/12-10/31/12 FY 13 #1
TAXES-NM GROSS RECEIPTS COLLECTED #4
VTSV EFTPS FY 13
VTSV ACH CHECK COPIES FY 13
VTSV PAYROLL CHECK COPIES FY 13 #3
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APPLICANTS FOR VILLAGE ADMINISTRATOR JUNE 8, 2011
VOIDED CHECKS FY 13
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VTSV BOX 107

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
VTSV DEPOSIT ALLOCATIONS FY 13
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VTSV-GENERAL JOURNAL FY 2013
TAXES-NM GROSS RECEIPTS COLLECTED #2
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VTSV BOX 108 (FY 2013)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
SPECIAL PROJECTS 09-03-01 THROUGH 12-05-03
ACCOUNTS PAYABLE A-C

VTSV BOX 109 (FY 2013)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 110 (FY 2013)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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BILLING LEDGER 05/30/07-08/23/10
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VTSV BOX 111 (FY 2014)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
VTSV DEPOSIT ALLOCATIONS FY 14 #1
VTSV DEPOSIT ALLOCATIONS FY 14 #2
VTSV EFTPS FY 14
NATION WIDE 457 RETIREMENT PLAN
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VTSV ACH DEPOSITS FY 14
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VTSV PAYROLL CHECK COPIES #1
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VTSV PAYROLL CHECK COPIES #3
BUSINESS REGISTRATIONS FY 15
VTSV BILLING WORKSHEET # 1, #2, #3

VTSV BOX 112 (FY 2014)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
TIMECARDS 7/19/14-06/21-14

VTSV BOX 113 (FY 2014)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
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VTSV BOX 143 (FY 2018)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
DEPOSIT BOOK FOR FINANCE 02/21/17-06/2017
2017 VOID CHECKS, GASOLINE TAX, (NMTRD) FY 2015-2016
MOTOR VEHICLE (NMTRD) FY 2015-2016
ACH DEPOSITS FY 16-DEC 2017
BILLING DEPOSIT WORKSHEETS JULY 2016-JUNE 2017

VTSV BOX 148 (FY 2017)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
ACCOUNTS PAYABLE M-S

VTSV BOX 149 (FY 2017)

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
ACCOUNTS PAYABLE T-Z

TWSD BOX 112

FY 2001 ACCOUNTS PAYABLE FILES (A-Z)

TWSD BOX 104

FY 2000

FILES G THROUGH (AP)

TWSD BOX 103

FY 2000

FILES A THROUGH F (AP)

CHECK REGISTERS/ QUICKEN REPORTS

AP CHECK COPIES

VEHICLE MAINTENANCE FILES

BLANK FORMS SERIES 1992-TYPE 5 & 9

TWSD BOX 101

GENERAL JOURNALS

TAX FILES

TWSD BOX 98

TIME SHEETS FY 99

CHECK COPIES FY 99

CHECK REGISTER REPORTS FY 99

QUICKEN DATA FY 99

TWSD BOX 97

ACCOUNTS PAYABLE FY 99

TWSD BOX 89

FY 98

PAYROLL

COMP, VACATION AND SICK TIME

PURCHASE ORDER CONTROL SHEET

MONTHLY BILLING AND RECEIVABLE SUMMARIES

DEPOSIT BACK UP SHEETS- 01/01/98 THRU 06/30/98

ACCOUNTS PAYABLE FY 1998/99

TWSD BOX 84

LANTASTIC NETWORK SOLUTION 7.0

SOURCECOM SUCCESS ESSENTIALS

MISCELLEANEOUS COMPUTER DISKS

SNOWPLOWING WORKSHEETS 01/95-06/98

TWSD BOX 78

FY 98 AUDIT PROPOSALS

TWSD- PAYROLL (OPERATING) CHECK COPIES, VOIDS 7/97-12/97

TWSD- RESERVE ACCOUNT- 1ST STATE CHECK COPIES, VOIDS FY 98 #21700834

TWSD-CENTINEL # 0503053 CHECK COPIES, VOIDS 1/98-7/98

CASH DISBURSEMENTS JOURNAL 7/01/97-06/30/97 (WATER CAPITAL,
SEWER CAPITAL, AD VALOREM CAPITAL

TWSD FINANCIAL STATEMENTS FY 98 7/97-6/98

CASH DISBURSEMENTS JOURNAL 7/01/97-06/30/97 (GENERAL OPERATIING,
RESERVE ACCOUNT)

TWSD MONTHLY GENERAL LEDGER FY 98 7/97-6/98

CENTINEL BANK DEPOSIT RECORD

12/30/97-04/09/98 08/07/97-12/24/97

03/20/97-07/30/97 11/13/96-03/19/97

02/28/96-11/08/96 02/28/96-06/26/96

11/06/95-02/27/96 06/26/95-11/03/95

FIRST STATE BANK DEPOSIT RECORD

02/10/94-06/05/98

INSURANCE 1995-96

INSURANCE 1996-97

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PAYROLL FY98
CONSOLIDATED CENTINEL ACCOUNT
CONSOLIDATED STO ACCOUNT
CENTINEL BANK STATEMENTS
DEPOSIT BACK-UP SHEETS FY 98
MONTHLY GENERAL LEDGER FY 98 7/97 TO 6/98
FINANCIAL REPORTS FY98 7/97 TO 6/98
CASH DISBURSEMENTS JOURNAL
ACCOUNTS PAYABLE JOURNAL
CASH ACTIVITY SUMMARY
1 PAGE BUDGET SUMMARY
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THE INN AT SNAKEDANCE
ST. BERNARD HOTEL & CONDOMINIUMS
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LAS PASADOS PROPERTIES
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RIO HONDO CONDOMINIUMS
ROCKY MOUNTAIN CONDOMINIUMS
SIERRA DEL SOL CONDOMINIUMS
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INNSBRUCK LODGE AND CONDOMINIUMS
KAMMERDIENER CABINS
KANDAHAR CONDOMINIUMS
THE AUSTING HAUS HOTEL
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AMIZETTE INN
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VTSV BOX 10 (FY 98)

BOX CONTENTS- VILLAGE OF TAOS SKI VALLEY
ACCOUNTS PAYABLE, FY98
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VTSV BOX 11 (FY 2000)

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CENSUS 2000 MATERIALS

VTSV BOX 12

BOX CONTENTS-VILLAGE OF TAOS SKI VALLEY
BUDGETING AND FINANCIAL ACCOUNTING MANUAL FOR LOCAL GOV. 1994
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VTSV BOX 13 (FY 98-99)

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VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2023-542** requesting a permanent Budget Adjustment to the FY2023 budget (BAR) to increase the transfers out of the General fund (03), while increasing the transfers in for pledged funds to the USDA (63) for debt service

DATE: June 27, 2023

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended.

BACKGROUND INFORMATION: The Village submitted its fiscal year 2022-23 budget in July of 2022. The budgeted amount for the transfers of the Hold Harmless portion of the GRT collections from the general fund to the debt service fund is deficient for the Fiscal Year due to the June 2022 payment being made in July 2022 and thus adding a 13th month to the total for this fiscal year. In order to make the June 2023 transfer during this FY23, the following transfer increase is requested:

General Fund (03) Transfer Out:	\$9,200
USDA Debt Service (63)/Transfer In:	\$ 9,200

RECOMMENDATION: Staff recommends approval of **Resolution No. 2023-542** to amend the budget for FY2023, to increase the transfers out of the General fund to the USDA Fund (63) for debt service.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2023-542**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE
FY2023 BUDGET (BAR) TO INCREASE THE TRANSFERS IN FOR PLEDGED
FUNDS TO THE USDA (63) FOR DEBT SERVICE FROM THE GENERAL FUND (03)**

WHEREAS, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on June 27, 2023 proposes to make an adjustment to the Fiscal 2022-23 budget as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>
General Fund (11000/03)	Transfer Out (9002/61200)	\$ 9,200.00
USDA D/S (40300/63)	Transfer In (9001/61100)	(\$ 9,200.00)

WHEREAS, at the regular meeting of the Village of Taos Ski Valley Governing body on June 27, 2023, it considered adjustments to its budget for the Fiscal Year 2022-2023; and

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

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

WHEREAS, it is the majority opinion of this Council that the proposed budget adjustments meet the requirements as currently determined for Fiscal Year 2022-2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2022-2023 be amended accordingly.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2023

THE VILLAGE OF TAOS SKI VALLEY

By: _____
Tom Wittman, Mayor Pro Tem

(Seal)

ATTEST:

Ann M. Wooldridge, Village Clerk

VOTE: For _____ Against _____

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Appointment of Planning & Zoning Commission Selection Committee Members

DATE: June 27, 2023

PRESENTED BY: Mayor Pro Tem Wittman

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

The Ordinance revising the terms and method of appointment for P&Z Commissioners was adopted in July 2022. As outlined in this Ordinance, a lottery drawing will take place at the August 7, 2023 P&Z Commission meeting to determine the Commission members afforded a six year term and those Commissioners afforded a four year term.

At the June 2023 P&Z Commission meeting, Commissioner Stagg voluntarily resigned.

A slate of proposed members for a Selection Committee is provided for review.

RECOMMENDATION: Recommendation for the Council to Approve the Appointment of Selection Committee Members to advertise for applicants to the P&Z Commission for the open position, to review the applications, and to recommend an applicant to the Mayor Pro Tem for appointment with Council approval

THE VILLAGE OF TAOS SKI VALLEY ORDINANCE 22-15

REVISION OF ORDINANCE 97-15, REVISING THE PLANNING AND ZONING COMMISSION MEMBERSHIP, SELECTION, APPOINTMENT, TERMS OF OFFICE AND REMOVAL FROM OFFICE; ESTABLISHING THE DUTIES AND POWERS OF THE COMMISSION

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

SECTION 1. CREATION.

There is hereby created a Planning and Zoning Commission {hereinafter "Commission"} of the Village of Taos Ski Valley (hereinafter "Village")

SECTION 2. MEMBERSHIP, APPOINTMENT, TERMS OF OFFICE AND
REMOVAL FROM OFFICE.

- A. The Commission shall consist of seven (7) members who shall be appointed by the Mayor with the consent of the Village Council (hereinafter "Council"). Members shall be residents of the planning and platting jurisdiction of the Village, Administrative officials of the Village may be appointed ex-officio, non-voting members of the Commission.
- B. The Commission reconstituted in 2022 shall be composed of the existing members who will draw from a lottery to determine three (3) members afforded a four (4) year term and the remaining four members a six (6) year term. Each subsequent term of a member on the Commission shall be four (4) years or less in order to maintain the original staggering of terms of membership. A vacancy in the membership of the Commission shall be filled for the remainder of the unexpired term.

- C. When a vacancy occurs, the position will be advertised and a five {5} person Committee appointed by the Council will select the best qualified applicant and provide that name to the Mayor for appointment. The Mayor shall appoint the applicants with Council approval as set forth in NMSA Section 3-19-2. The Committee shall be composed of three {3} Commissioners, one {1} Councilor, and one (1) Village resident at large. The Council will determine the composition of this Committee after asking for volunteers from the respective bodies. The Mayor will appoint these Committee members for a four-year (4) term with approval of the Council.
- D. After a public hearing and for cause stated in writing and made part of the public record, the Mayor with the approval of the Village Council may remove a member of the Commission.

SECTION 3. POWERS AND DUTIES.

The Commission shall have such powers and duties as are necessary to:

- A. Fulfill and perform its functions, promote municipal planning, and carry out the purposes of Section 3-19-1 through 3-19-12 NMSA 1978 as amended, which Sections are hereby incorporated by reference and made part of this ordinance; and,
- B. Promulgate and enforce regulations governing the subdivision of land within the planning and platting jurisdiction of the Village as provided by Section 3-19-6 and Section 3-20-1 through 3-20-16 NMSA 1978, as amended, which Sections are hereby incorporated by reference and made part of this ordinance; and,
- C. To promulgate and enforce regulations governing zoning within the platting and planning jurisdiction of the Village as provided in Sections 3-21-1 through 3-21-11 NMSA 1978, as amended, which Sections are hereby incorporated by reference and made part of this ordinance; and,

- D. To serve as the Board of Appeals as required by Section IV articles A through F of Village Ordinance 2022-10 pertaining to the New Mexico Residential Building Code ,Title 14.7.3 and the New Mexico Commercial Building Code, Title 14.7.2 ; and,
- E. Perform such other functions as the Village Council may from time-to-time grant to the Commission for the purpose of promoting health, safety, moral or general welfare of the Village.

SECTION 4. ORGANIZATION AND MEETINGS.

- A. OFFICERS: The Commission shall elect one (1) of its members as Chairman for a four(4) year term and create and fill any other offices as it may deem appropriate.
- B. CONDUCT OF BUSINESS: The Commission shall adopt and publish such rules and regulations for the conduct of business as it deems appropriate.
- C. MEETINGS: The Commission shall hold regularly scheduled meetings at least once a month or as required. All meetings shall be held in accordance with Village Resolution 2022-501 and as amended from time to time, pertaining to Open Meetings and Public Notice Act.
- D. QUORUM: A quorum of the Commission shall be a majority of its members.
- E. RECORDS: A public record shall be kept of all transactions, findings, resolutions, determinations and actions of the Commission. All public

records shall be open to inspection as provided by the Inspection of Public Records Act Sections 14-2-4 et. Seq. NMSA 1978

F. REPORTS: The Commission shall submit to the Village Council at its regular monthly meeting a report on the conduct of its monthly meeting.

G. CONFLICT OF INTEREST: A Commission member having any potential conflict of interest on any policy, decision, or determination before the Commission shall disclose to each of the other members the nature of his potential conflict as provided in the Government Conduct Act, NMSA 1978, Chapter 10, Article 16 as amended. A Commissioner with a conflict of interest shall abstain from voting. The Disclosure shall be recorded in the Commission's minutes.

H. PENALTY: Failure to disclose a conflict of interest shall be punishable by a fine not to exceed \$500.00 {five hundred dollars) or by imprisonment not to exceed ninety (90) days or both a fine and imprisonment.

SECTION 5. SEVERABILITY.

Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. REPEAL.

All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. The repealed shall not

be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect July 29, 2022.

PASSED, APPROVED AND ADOPTED This 26th day of July, 2022.

Vote: For 4 Against 0

A handwritten signature in dark ink, appearing to read "Thomas P. Wittman", written over a horizontal line.

For Mayor NEAL KING
MAYOR PRO-TEM THOMAS P. WITTMAN

ATTEST:

Clerk Ann M. Wooldridge

Proposal for Village Council to Approve a Selection Committee for future Planning and Zoning Commissioners, IAW Ordinance 2022-15:

3 Current Commissioners:

- 1) Nichols
- 2) Woodard
- 3) Wittman

1 Councilor:

- 1) Stagg

1 Village Resident:

- 1) Mitch Daniels

These individuals have all personally volunteered to perform this important task.

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Appointment of a Planning & Zoning Commissioner Emeritus

DATE: June 27, 2023

PRESENTED BY: Mayor Pro Tem Wittman

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

At the June 2023 P&Z Commission meeting, Commissioner Stagg voluntarily resigned.

RECOMMENDATION: Recommendation for the Council to Approve the Appointment of J. Christopher Stagg as P&Z Commissioner Emeritus.



Village of Taos Ski Valley
PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525
(575) 776-8220 (575) 776-1145 Fax
E-mail: vtsv@vtsv.org Website: www.vtsv.org

Mayor:
Council: Henry Caldwell, Brent Knox,
J. Christopher Stagg, Thomas Wittman

June 27, 2023

SUBJECT: Commissioner Emeritus Status
TO: Village Council
FROM: Tom Wittman Mayor Pro-tem

The Village of Taos Ski Valley confers on J. Christopher Stagg the title of Planning and Zoning Commissioner Emeritus. This status is afforded to Chris as a tribute to his distinguished service on the Planning and Zoning Commission from 2002 to 2023, and his invaluable contributions to the success of the Commission.

This position honorably discharges him from active Commissioner status, but he will be asked to provide mentorship and advice on all matters coming before the Planning and Zoning Commission. He will be notified of all Planning and Zoning meetings, in the hope that his schedule will permit attendance. When in attendance, he will be included in the roll call for attending Commissioners. During matters of Discussion, he will be given the normal preference to speak that is typically afforded to other Commissioners.

He will be asked not to make motions, and to not vote with the Commission as part of a normal quorum. The Commission Chair will ask the Commissioner Emeritus how he would have voted on the motion after the official vote is recorded. This result will then be recorded in the official minutes. If the Commission is required to convene to a Closed Session, he will be excused from attending. There is no time limit on this status and the position will be recorded in the normal assignment of Commission members by the Village Council. The elected Village Council members will make a motion to grant this status to J. Christopher Stagg.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve a 5% salary increase for all employees for the upcoming fiscal Year 23/24, as indicated in the adopted Preliminary Budget for FY24.

DATE: June 27, 2023

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended.

BACKGROUND INFORMATION: An annual salary increase for all employees for the upcoming fiscal Year 23/24 of 5% was figured into the FY24 Preliminary Budget, for COLA (4%) and Merit (1%). Council approval is requested before the FY24 pay cycle begins.

During this current fiscal year, the increases were implemented late, causing increased payroll bookkeeping costs for payments of catchup amounts and related intricate adjustments to PERA. We would like to avoid this scenario in FY24 by beginning the fiscal year payroll with the correct salaries. It will also help with our conversion into the new Caselle accounting software to start with the correct amounts.

RECOMMENDATION: Staff recommends Council approval of a 5% salary increase for all employees for the upcoming fiscal Year 23/24, as indicated in the adopted Preliminary Budget for FY24.

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

AGENDA ITEM TITLE: Consideration to Approve participation in “the Enchanted Circle EMS Cooperative Agreement” an agreement for Emergency Medical Services among participating agencies of the Enchanted Circle.

DATE: June 27, 2023

PRESENTED BY: John Avila

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village now has the benefit of Emergency Medical Service as unique Department functionally and is organized to schedule services with other agencies within the Village. The Enchanted Circle entities have seen the increased need to be able to organize assistance from other agencies in case of an emergency. This precaution is encouraged by Federal Emergency Management Agency incident command preparation to ensure support of separate jurisdictions in the community in case of large-scale incidents.

RECOMMENDATION: Staff recommends that Council approve the agreement to participate in the Enchanted Circle EMS Cooperative Agreement.



COOPERATIVE AGREEMENT **FOR EMERGENCY MEDICAL SERVICES**

Among Participating Agencies of the Enchanted Circle

TITLE

This agreement shall be known as “**The Enchanted Circle EMS Cooperative Agreement**”.

PURPOSE

This agreement is entered into by agencies with Emergency Medical Services responsibilities in the areas of Taos, Colfax and Mora counties popularly known as the Enchanted Circle, for the purpose of authorizing interagency assistance, in conjunction with the Enchanted Circle Fire and EMS Mobilization Guide (Mob Guide).

RECITALS

Whereas, all parties have responsibility to provide Emergency Medical Services in their respective jurisdiction's; and

Whereas each party's responsibility includes planning for large scale EMS incidents that require resources beyond those normally available within their jurisdiction; and

Whereas all parties desire to enter into an agreement that will provide for cooperative interagency assistance and response to large scale EMS incidents; and

Whereas all parties recognize the need for an operating plan to coordinate interagency responses that is revised and updated periodically.

Now therefore, all the undersigned parties mutually agree to the following:

DEFINITIONS

For the purposes of this cooperative agreement, the following definitions shall apply:

Agency – Any municipal fire department, county fire district, certified ambulance service or organization responsible for providing emergency medical services located in Taos, Colfax or Mora counties.

Emergency Medical Services – The rescue and medical procedures performed by qualified personnel in circumstances of unanticipated medical crisis, which are intended to prevent loss of life or aggravation of physical or psychological illness or injury.

Incident – any occurrence which requires a response and action by trained emergency services personnel.

COOPERATIVE INTERAGENCY ASSISTANCE

Under the terms of this agreement, each agency agrees to supply personnel, equipment, and services to assist and aid any other participating agency as deemed necessary, subject to the availability of resources. It shall be the responsibility of any agency providing assistance under this Agreement, to assure that a capability to meet reasonably expected demand for emergency services in its jurisdiction be maintained. This need may be met by the “redistribution” of uncommitted resources to provide a regional response capability. It is understood and expected that cooperative assistance must be reciprocal. Specifically, the intent of this agreement is **NOT** for one ambulance service to be able to rely on the service of another ambulance service for any known period of time, unless a prior written agreement is reached.

ENCHANTED CIRCLE FIRE AND EMS MOBILIZATION GUIDE

The agencies participating in this Agreement shall collectively implement and update annually the Enchanted Circle Fire and EMS Mobilization Guide. This Mob Guide will identify jurisdictional boundaries, available resources, and procedures for activating resources and dispatching resources, move up and coverage patterns and a directory of authorized agency representatives.

PERSONS AUTHORIZED TO SIGN THIS AGREEMENT

This Agreement shall be signed by a person or persons authorized to commit resources and bind the agency entering into this Agreement pursuant to the terms of this Agreement.

GOOD FAITH EFFORT

Each agency entering into this Agreement shall make a good faith effort to satisfy its obligations under this Agreement and associated operating plans in the Mob Guide.

REMUNERATION AND LIABILITY FOR RENDERED SERVICES

No party to this agreement shall be entitled to any reimbursement for all or any part of costs incurred by such party in furnishing interagency assistance as provided for in this agreement or associated operating plans. This prohibition does not waive, limit, or deny the right of certificated ambulance services to charge patient care and transport fees as authorized by an approved tariff.

This agreement does not preclude agencies from entering into separate agreements with other individual agencies for services and compensation thereof. Separate written agreements with individual agencies for services and compensation for any period of time for which expanded services/call volume are anticipated or needed are **NOT** covered in this Cooperative Agreement. A party to this Agreement does not intend, by any provision 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 provision or provisions of this agreement. The agencies further agree that, by entering into this agreement, they do not waive their sovereign immunity, do not waive any defense(s) they may have or any limitation(s) of liability pursuant to the New Mexico Tort Claims Act or any other provision of law.

AMENDMENT

This agreement shall not be altered, changed, or amended except in writing executed by all parties to the agreement.

TERM OF THIS AGREEMENT

This agreement shall become effective between signatory agencies at the time of signature, and shall continue in effect until January 1, 2030, at which time it shall automatically expire unless expressly renewed. Additional agencies may choose to enter into this agreement at any time.

TERMINATIONS

An agency's agreement to comply with the terms and conditions of this Agreement may be withdrawn by any party upon notification to all other parties at least sixty (60) prior to the intended date of withdrawal.

APPLICABLE LAW

This agreement shall be governed by the laws of the State of New Mexico.

APPROVED:

Department/Agency: _____

By: _____ Title: _____

Signature: _____ Date: _____

APPROVED:

Department/Agency: _____

By: _____ Title: _____

Signature: _____ Date: _____

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

AGENDA ITEM TITLE: Consideration to Approve an amendment to the Village of Taos Ski Valley agreement with Rocky Mountain Youth Corp to include additional expenses for the Trails capital project

DATE: June 27, 2022

PRESENTED BY: Planning and Community Development Director Patrick Nicholson , John Avila Village Administrator

STATUS OF AGENDA ITEM: New Business

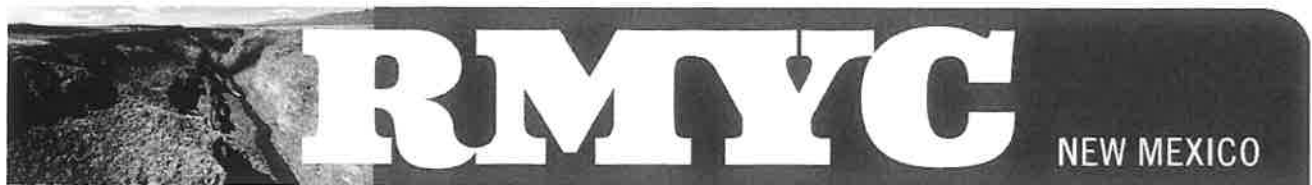
CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village entered into an agreement in January 2003, with the Rocky Mountain Youth Corps (RMYC) to design and construct Village Trails. The \$224,899 project is largely “Trails Plus” grant funded but does require permission to improve Village Property and at least a contribution of \$35,001. The capital project is eligible for Impact Fee funding. After initial planning and design of the project, it was realized that an additional \$25,000 of funding, so in accordance with agreement item, 2.4 Changes/Additional Services. An agreement amendment to obtain a more complete project is sought, to include but not limited to:

- Purchase of materials for three (3) picnic tables that will be constructed and installed by RMYC at locations designated by the Village (VTSV);
- Purchase of materials for 10-15 trail signs that will be constructed and installed by RMYC at locations designated by VTSV, and design and production of the Kachina Wetland education sign;
- Surveying work on multiple parcels as needed.
- Additional materials as determined by VTSV or RMYC during this project.

All other terms and conditions of the agreement shall remain in effect. Any additional amendment requests shall be made in writing and only upon mutual agreement by both parties.

RECOMMENDATION: Staff recommends approving the Contract Amendment for the Trails Capital Project contract with RMYC to include additional expenses of \$25,000 to improve the Village Trail project value to \$249,899.



June 20, 2023

Patrick Nicholson
Village of Taos Ski Valley
7 Firehouse Road
Taos Ski Valley, NM 87525

Dear Mr. Nicholson,

Pursuant to conversations with you and the Village of Taos Ski Valley (VTSV), and in accordance with item 2.4 Changes/Additional Services of the written agreement between VTSV and Rocky Mountain Youth Corps (RMYC), we hereby submit a request for a modification of our agreement to include an additional \$25,000.00. The additional funding will be allocated to the following:

- Purchase of materials for three (3) picnic tables that will be constructed and installed by RMYC at locations designated by VTSV;
- Purchase of materials for 10-15 trail signs that will be constructed and installed by RMYC at locations designated by VTSV, and design and production of the Kachina Wetland education sign;
- Surveying work on multiple parcels as needed;
- Additional materials as determined by VTSV or RMYC during the course of this project.

All other terms and conditions of the agreement shall remain in effect. Any additional amendment requests shall be made in writing and only upon mutual agreement by both parties.

Thank you,

Darien Fernandez
Conservation Program Director,
Rocky Mountain Youth Corps

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT between *the Village of Taos Ski Valley, 7 Firehouse Road, Taos Ski Valley, NM 87525 (VTSV)* and *the Contractor, Rocky Mountain Youth Corps, 1203 King Drive Taos, NM 87571 (RMYC)* shall be effective as of the date of the last signature below. VTSV and Contractor agree that Contractor will perform the professional services identified in Exhibit A - Summary of Scope of Work & Exhibit B - Grant Proposal Application associated with:

PROJECT NAME: VTSV Trail Improvements

PRINCIPAL CONTACTS:

VTSV Contact: Name: Patrick Nicholson, Planning & Community Development Director
Address: 7 Firehouse Road
Taos Ski Valley, NM 87525
Phone: 575.770.5601
Email: pnicholson@vtsv.org

Name: Caroll Griesedieck, Finance Director
Address: 7 Firehouse Road
Taos Ski Valley, NM 87525
Phone: 575.776.8220
Email: carroll@vtsv.org

RMYC Contact: Name: Darien Fernandez, Conservation Program Director
Address: PO Box 1960
Ranchos de Taos, NM 87557
Phone: 575.751.1420 x25
Email: darien@youthcorps.org

Name: Rosanna Aragon, Finance Director
Address: PO Box 1960
Ranchos de Taos, NM 87557
Phone: 505.263.7585
Email: Rosanna@youthcorps.org

SCOPE OF SERVICES:

Background:

The Parties have a desire to establish a cooperative relationship to benefit youth of Taos by providing opportunities for job training, personal development, conservation service, and natural resource appreciation while at the same time accomplishing work that contributes to and benefits the land and resources of the Village of Taos Ski Valley.

Purpose:

The purpose of this agreement is to define the roles and responsibilities of each party in this collaboration.

Responsibilities of RMYC

- A. Recruit, hire and train one staff Coordinator, one staff Crew Supervisor and seven Corpsmembers to perform the tasks and complete the project as defined in the Grant Application and Award.
- B. Coordinate all project activities and daily tasks, including purchasing project materials and supplies.
- C. Administrator project grant award funds to insure completion of Scope of Work
- D. Manage and oversee all personal necessary to complete the project as described in Exhibit A.
- E. Maintain all personnel employment files and process all payroll.
- F. RMYC will maintain all necessary insurances, including Worker Compensation and Liability for the extent of this Agreement.
- G. Provide detailed work schedule for crew.
- H. Provide technical support and project oversight.

Responsibilities of VTSV

- A. Support RMYC in its efforts to recruit, hire, and train program staff and Corpsmembers.
- B. Upon receiving invoices from RMYC, make timely payments for its portion of the total project budget.
- C. Provide leadership, guidance and direction on conservation project work to be performed by the youth crew.
 - a. Approve and collaborate with RMYC on detailed work schedule for crew.

Joint Responsibilities

- A. Both organizations agree to collaborate in sending out press releases to document and promote the project activities and successes.
- B. Weekly work schedule to be developed by VTSV and RMYC in advance of project work.
- C. Either party may terminate this agreement by 30-day written notification with reason and effective date.
- D. Support in the training, coaching and curriculum development for Corpsmembers.

COMPENSATION: RMYC shall be compensated for actual labor and materials required to provide the Scope of Work as defined in Exhibit A. Total compensation shall not exceed \$35,001. RMYC will invoice VTSV for the work performed and materials required as outlined in Exhibit C - Final Budget.

GENERAL TERMS AND CONDITIONS

1. TERM

This Agreement shall take effect on the last date of signature below and shall continue through October 15, 2024 unless otherwise terminated pursuant to Sections 10 or 11 or extended by written amendment.

2. SERVICES

2.1. BASIC SERVICES

RMYC shall provide VTSV the project deliverables and services as described in this Agreement within the periods stipulated herein. Services will be paid for by VTSV as indicated herein.

2.2. SCHEDULE

Contractor will perform services under this Agreement expeditiously and with professional diligence. Unless specific periods of time are specified in this Agreement, RMYC's obligation to render services hereunder will

be for a period that may reasonably be required for the completion of said services.

2.3. AUTHORIZATION TO PROCEED

Execution of this Agreement by VTSV will be authorization for RMYC to proceed with the Scope of Services as scheduled, unless otherwise provided for in this Agreement.

2.4. CHANGES/ADDITIONAL SERVICES

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the VTSV. For some projects the Scope of Services may not be fully definable during the initial stages and/or the VTSV may at any time during the term of this Agreement make changes to the Scope of Services. If such facts are discovered as the Project progresses, or changes that are requested by VTSV, change the cost of, or time for, performing the services hereunder, VTSV and RMYC shall negotiate an amendment to this Agreement. In such event, RMYC will promptly provide VTSV with a proposed amendment to this Agreement to recognize such changes.

3. TERMS OF PAYMENT

As a precondition to receipt of any payments under this Agreement, RMYC shall submit invoices to VTSV for services rendered and reimbursable expenses incurred.

4. VTSV-PROVIDED INFORMATION

VTSV shall provide to RMYC all criteria and full information as to VTSV requirements for the Project and furnish all available information pertinent to the Project.

5. PRINCIPAL CONTACTS

All notices under this Agreement shall be sent to the above designated Principal Contacts.

6. PROMPT NOTICE

VTSV and RMYC will each give prompt written notice to the other whenever they observe or otherwise become aware of hazardous environmental conditions or of any development that affects the scope or timing of RMYC's Scope of Services.

7. SITE ACCESS

VTSV will arrange for safe access to and make provisions for RMYC to enter project sites as required for RMYC to perform the Services under this Agreement.

8. OBLIGATIONS OF CONTRACTOR

8.1 INDEPENDENT CONTRACTOR

RMYC is an independent contractor, not an agent or employee of VTSV, and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. RMYC shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees. RMYC is not authorized to act on behalf of the VTSV, and actions of RMYC are not actions of the VTSV.

8.2 PERFORMANCE

RMYC will perform its Services using that standard and degree of care, skill and diligence ordinarily exercised under the same conditions by professionals practicing in the same field at the same time providing similar services. RMYC represents and warrants to VTSV that RMYC is not subject to any obligations, contracts or restrictions that would prevent it from entering into or carrying out the provisions of this Agreement. Contractor further represents and warrants that it has all of the personnel, qualifications, education, and experience required to complete the Scope of Services required under this Agreement.

8.3. INSURANCE

RMYC will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with statutory requirements, RMYC's business requirements and prudent business practices for work of the nature covered by this project. Certificates evidencing such coverage will be provided to VTSV upon request.

8.4. COMPLIANCE WITH LAWS

RMYC will comply with all applicable laws and permit requirements in effect at the time the Services are performed hereunder.

8.5. EQUAL OPPORTUNITY EMPLOYMENT

RMYC represents that it is committed to the principles of equal opportunity and affirmative action in employment and procurement. RMYC further represents that it does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

8.6. TAXES AND ASSESSMENTS

RMYC shall assume full responsibility for payment of all applicable, federal, state, and local taxes and special assessments with respect to RMYC's performance of its obligations and receipt of payment under this Agreement.

9. INDEMNIFICATION

To the fullest extent permitted by law, RMYC agrees to indemnify and hold harmless VTSV from and against any liability, damages and costs, (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused during the performance of professional services under this Agreement, by the negligent acts, errors, and omissions of or anyone for whom RMYC is legally responsible.

10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice. In such event, RMYC will be entitled to compensation for Services properly performed up to the date of termination.

11. AMENDMENT AND LIMITS OF AGREEMENT

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement supersedes all prior agreements and understandings between the parties. This Agreement can only be amended by written instrument signed by both parties.

12. SEVERABILITY

The various terms, provisions and covenants contained in this Agreement shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

13. WAIVER

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

14. GOVERNING LAW/SOVEREIGN IMMUNITY

This Agreement shall be governed by the laws of the State of New Mexico. The VTSV, for itself, its departments, enterprises, sub-entities, officials, officers, employees and agents, does not and will not consent

to suit with respect to any dispute, claim or action arising under, in connection with or otherwise relating in any way to this Agreement.

15. MATERIAL ADVERSE EFFECT

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the VTSV or RMYC. Such material adverse effect may be created by or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs either party's ability to operate in accordance with the provisions of this Agreement.

16. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement nor the performance of the parties hereunder is intended to benefit, nor shall inure to the benefit of, any third party, including SCD's contractors, if any.

17. SUCCESSOR, ASSIGNS, AND BENEFICIARIES

Neither VTSV or RMYC may assign, subcontract, sublet, or transfer any rights under or interest (including but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

18. AUTHORITY

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

IN WITNESS WHEREOF, persons authorized to commit the resources of the Parties have executed this Agreement as follows:

Accepted for Village of Taos Ski Valley:

By: _____
John Avila, Village Administrator

Date: _____

Accepted for Rocky Mountain Youth Corps:

By: _____
Darren Fernandez, Conservation Program Director

Date: _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Discussion and consideration to approve FY24 utility rates.

DATE: June 27, 2023

PRESENTED BY: John Avila, Village Administrator and Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended.

BACKGROUND INFORMATION: With the adoption of Ordinance 2019-68 utility rates adjustments are approved through Council Resolution. Staff requires approval by Village Council of a Water/Sewer utility rate % adjustment to current rates to provide for expenses in the budget. The Final Budget Resolution is planned to be introduced at the next Council Meeting of July 25, 2023, and will reflect the rate adjustment that Council approves. An approved rate adjustment amount is needed from the Council for Staff to correctly prepare the resolution for the next meeting. Upon approval of the resolution, a rate adjustment will be implemented into the July 23 billing cycle. **Attached:** are rate % adjustments that provide for different levels of revenues to pay expenses.

	Current Rate	% Increase	FY24 Rate
Fixed Rate	\$61.45 / EQR	_____	_____
Usage	\$0.0486 / Gallon	_____	_____

RECOMMENDATION: Staff recommends Council approves a utility rate increase % amount so that a resolution can be introduced at the July 25 Council Meeting in time for the Final Budget submission deadline and preparation of the July 31 billing date for the first month of the new fiscal year. And in time to update the implementation of the new accounting system.

ESTIMATED W/S RATE INCREASE PERCENTAGES BASED ON AMOUNT OF TRANSFERS NEEDED TO COVER UNFUNDED EXPENSES

revenues are based on FY23 budget with no increase

	water	sewer	combo	
1 revs	177,650.00	729,100.00	906,750.00	36.95% would raise additional: \$ 335,044.13
transfers in	225,000.00	110,000.00	335,000.00	If FY transfers (required to supplement revs in order to cover expenses) are this amount
	FY24 budgeted transfers		36.95%	Then rates would need to be raised by this amount to avoid needing transfers
	water	sewer	combo	
2 revs	177,650.00	729,100.00	906,750.00	31.98% would raise additional: \$ 289,978.65
transfers in	200,000.00	90,000.00	290,000.00	If FY transfers (required to supplement revs in order to cover expenses) are this amount
			31.98%	Then rates would need to be raised by this amount to avoid needing transfers
	water	sewer	combo	
3 revs	177,650.00	729,100.00	906,750.00	23.16% would raise additional: \$ 210,003.30
transfers in	150,000.00	60,000.00	210,000.00	If FY transfers (required to supplement revs in order to cover expenses) are this amount
	FY23 Transfers made		23.16%	Then rates would need to be raised by this amount to avoid needing transfers
	water	sewer	combo	
4 revs	177,650.00	729,100.00	906,750.00	19.85% would raise additional: \$ 179,989.88
transfers in	120,000.00	60,000.00	180,000.00	If FY transfers (required to supplement revs in order to cover expenses) are this amount
			19.85%	Then rates would need to be raised by this amount to avoid needing transfers
	water	sewer	combo	
5 revs	177,650.00	729,100.00	906,750.00	17.65% would raise additional: \$ 160,041.38
transfers in	100,000.00	60,000.00	160,000.00	If FY transfers (required to supplement revs in order to cover expenses) are this amount
			17.65%	Then rates would need to be raised by this amount to avoid needing transfers
	water	sewer	combo	
6 revs	177,650.00	729,100.00	906,750.00	15.44% would raise additional: \$ 140,002.20
transfers in	90,000.00	50,000.00	140,000.00	If FY transfers (required to supplement revs in order to cover expenses) are this amount
			15.44%	Then rates would need to be raised by this amount to avoid needing transfers
	water	sewer	combo	
7 revs	177,650.00	729,100.00	906,750.00	13.23% would raise additional: \$ 119,963.03
transfers in	80,000.00	40,000.00	120,000.00	If FY transfers (required to supplement revs in order to cover expenses) are this amount
			13.23%	Then rates would need to be raised by this amount to avoid needing transfers
	water	sewer	combo	
8 revs	177,650.00	729,100.00	906,750.00	8.82% would raise additional: \$ 79,975.35
transfers in	80,000.00	0.00	80,000.00	If FY transfers (required to supplement revs in order to cover expenses) are this amount
			8.82%	Then rates would need to be raised by this amount to avoid needing transfers
	water	sewer	combo	
9 revs	177,650.00	729,100.00	906,750.00	5.51% would raise additional: \$ 49,961.93
transfers in	50,000.00	0.00	50,000.00	If FY transfers (required to supplement revs in order to cover expenses) are this amount
			5.51%	Then rates would need to be raised by this amount to avoid needing transfers

Attachment
Utility Rate Agenda Item

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

AGENDA ITEM TITLE: Consideration to Authorize the Mayor Pro-Tem and the Village Administrator to negotiate a final agreement for easement with Mr. Alan Johnson on his property adjacent and to the west of the of Village property at 1346 NM150.

DATE: June 27, 2023

PRESENTED BY: John Avila

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village apartment units at the complex at 1346 NM150 received substantial damage from tree falls during the several wind squall emergencies. Starting the repair work has been delayed until the recent insurance payment had been received. Access to the damaged buildings at 1346 NM150 is hampered by the inaccessible location of the units on the property. Extra expense would be required to access the units for construction through the Village Complex and over retaining walls and structures. Mr. Johnson has offered to allow access through his property by a construction easement and is ready to allow the easement to stand as a Fire Mitigation corridor after the construction is completed. The cost to the Village to prepare the access on Mr. Johnson's adjacent land is comparable to the cost to access the units for construction.

RECOMMENDATION: Authorize negotiation of a final easement agreement for access on the Johnson property to allow construction this season.

