



**VILLAGE COUNCIL REGULAR MEETING AGENDA
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, MARCH 22, 2024 1:00 P.M.**

1. CALL TO ORDER AND NOTICE OF MEETING

2. ROLL CALL

3. APPROVAL OF THE AGENDA

4. APPROVAL OF THE MINUTES OF THE FEBRUARY 16, 2024 VILLAGE COUNCIL REGULAR MEETING

5. A. CITIZEN'S FORUM –for non-agenda items only. Limit to 5 minutes per person (please email awooldridge@vtsv.org to sign up)

B. CITIZEN'S FORUM - Public comment on agenda items. Limit of 5 minutes per person. This is an opportunity for the public to comment on items appearing on the meeting agenda, except for Public Hearing items. Subsequent public comment by persons not directly affected will generally be permitted only at the discretion of the presiding officer during discussion of agenda items by and among the Council members and persons and entities who are directly affected.

6. COMMITTEE REPORTS

A. Planning & Zoning Commission

B. Public Safety Committee

C. Firewise Community Board

D. Parks & Recreation Committee

E. Lodger's Tax Advisory Board

7. REGIONAL REPORTS

8. MAYOR REPORT

A. Consideration to Appoint Parks & Recreation Committee Members

B. Discussion of Village Website and Marketing

9. STAFF REPORT

10. OLD BUSINESS

11. NEW BUSINESS

A. Consideration to Approve **Resolution No. 2024-567**, a Resolution to approve participation in the Public Employees Retirement Association Municipal Fire Member Coverage Plan 1

B. Consideration to Approve adjustments to Development Impact Fee (DIF) assessment for TSVI's new Hotel St. Bernard (HSB), accept DIF owed to the Village in the amount of \$304,406.55, and release from escrow a balance of \$725,427.55 for return to TSVI

C. Consideration to Approve Plowing of Municipal Roads in Amizette

D. Consideration to Approve **Resolution No. 2024-568**, A Resolution Requesting a time extension for the Financial Assistance from the New Mexico State Highway and Transportation Department FY2022-2024 NM DOT Municipal Arterial Program (MAP) Cooperative Agreement L500522

E. Consideration to Approve **Resolution No. 2024-566** Approving Setup and Budget approval for a new Fire Enterprise fund

F. Consideration to Approve **Resolution No. 2024-569** Approving the Parks and Recreation Committee Scope, Roles, and Relations

G. Consideration to Publish and Post **ORDINANCE 2024-10** Amending Ordinance No. 2022-10 to Update the Building Construction Codes to Include the 2021 New Mexico Energy Conservation Codes

H. Consideration of Action with Regard to the Bid Received for the Phoenix Switchback Water Line

Replacement Rebid

I. Consideration to Approve an Agreement between the Village of Taos Ski Valley and A&S Enterprises Inc. for Installation of a Digital Phase Converter for a Kachina Area Distribution Pump

J. Consideration to Approve Award for Fire Hydrant Purchase to Core and Main

K. Consideration to Approve Award for Sewer Plant Blower Installation for Extended Capacity to A&S Enterprises

L. Consideration to Approve Awarding a Contract for a Service Agreement for a Plant Alarm Notification SCADA System to Hyperion International Technologies, LLC

M. Consideration to Approve Request Letter to the Lodgers Tax Board for Use of remaining \$45,000 Allotted for 2023 ski season NCRTD service to be Budgeted for Village Website Upgrade

12. MISCELLANEOUS

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

14. ADJOURNMENT

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



**VILLAGE COUNCIL REGULAR MEETING DRAFT MINUTES
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, FEBRUARY 16, 2024 1:00 P.M.**

1. CALL TO ORDER AND NOTICE OF MEETING

The regular meeting of the Village of Taos Ski Valley Council was called to order by Mayor Chris Stanek at 1:00 p.m. Notice of the meeting was properly posted.

2. ROLL CALL

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

Governing Body Present:

Mayor Chris Stanek

Councilor Henry Caldwell

Councilor Chris Stagg

Councilor Doug Turner

Councilor Tom Wittman

3. APPROVAL OF THE AGENDA

Mayor Stanek said that Mayor Pro Tem Wittman would run the meeting if the time went past 3:00 p.m. Agenda item 10.B will be moved to item 12.A

MOTION: To approve the agenda as written

MOTION: Councilor Wittman

SECOND: Councilor Turner

PASSED: 4-0

4. APPROVAL OF THE MINUTES OF THE JANUARY 19, 2024 VILLAGE COUNCIL REGULAR MEETING

MOTION: To approve the minutes of the January 19, 2024 Village Council Regular Meeting

MOTION: Councilor Turner

SECOND: Councilor Wittman

PASSED: 4-0

5. A. CITIZEN'S FORUM –for non-agenda items only. Limit to 5 minutes per person (please email awooldridge@vtsv.org to sign up)

A. Resident Matthew Hayner expressed his concerns with the new Council meeting format with fewer opportunities for the public to comment and ask questions, he said. He said that having multiple closed sessions at Council meetings leaves the community feeling underinformed.

B. Ben Cook spoke about the good job on the part of Village staff dealing with recent storms and hazardous conditions on the roads. He will gather a committee to organize funds for this year's Village Staff holiday party, he said. He said that he has been dismayed by recent activity on the part of the Village government, namely not yet collecting the entirety of the development impact fees for the Hotel St. Bernard, not yet collecting the impact fees for the new Firehouse first floor, and not addressing the road made in Amizette.

B. CITIZEN'S FORUM - Public comment on agenda items. Limit of 5 minutes per person. This is an opportunity for the public to comment on items appearing on the meeting agenda, except for Public Hearing items. Subsequent public comments by persons not directly affected will generally be permitted only at the discretion of the presiding officer during discussion of agenda items by and among the Council members and persons and entities who are directly affected.

A. Resident Mike Fitzpatrick spoke about his concern with the Village's General Fund making transfers of funds to the Water and Sewer Enterprise Funds. He also spoke about his concerns with the Village signing a lease in a building that TSVI owns, which is the new Firehouse.

6. COMMITTEE REPORTS

A. Planning & Zoning Commission: Councilor Wittman said that the February 5, 2024 Meeting had been canceled. The next scheduled meeting is on March 4, 2024. (Note: this was later cancelled.)

B. Public Safety Committee: Councilor Caldwell reported on a meeting held on February 5, 2024. Items discussed were the recent notification to residents of the availability of obtaining house numbers through the Village, the follow-up on the trash compactor, grease bins, and work being done to improve signage at the compactor. The Committee applauded the efforts of the Public Safety Department and the Public Works Department in assisting both visitors and residents in recent snowfalls. Building Inspector Jalmar Bowden will be making forward strides in the spring by contacting residents about the NFL Grant follow-up. The planned emergency exercises are still being conducted with the Police Department and Taos County Emergency Management. Application for a grant to re-write the CWPP will be underway. The next scheduled meeting for Public Safety/Firewise will be March 4, 2024, via Zoom.

C. Firewise Community Board: see above.

D. Parks & Recreation Committee: Committee Chair Joan Woodard reported on a meeting held at the end of January 2024. Moving forward, all meetings are planned to be held on the fourth Tuesday of every month at 2:00 p.m., via Zoom and in-person. Membership applications have been received for new members and the Committee is busy restructuring with these new members. The Committee has developed a Charter to better understand its roles and responsibilities. Work will be taking place on the summer trails plan.

E. Lodger's Tax Advisory Board

7. REGIONAL REPORTS

8. MAYOR REPORT

Mayor Stanek announced the first Special Council Workshop to be held on Saturday March 16, 2024 at 2:00 p.m. at the Lake Fork Room and via Zoom.

9. STAFF REPORT

Administrator Avila presented all the Village Departments' reports. Training and certifications are being updated in the Police, Fire, and Public Works Departments.

10. OLD BUSINESS

A. PUBLIC HEARING: Consideration to Approve Ordinance No. 2024-51, amending Regulations Requiring Underground Electric Utility Service and amending Planning, Connection, and Penalties sections of Ordinance 2015-51

PUBLIC HEARING

Resident Matthew Hayner asked whether there would be any reimbursement for owners who were previously connected to electrical underground.

No one spoke for or against.

The Public Hearing was closed.

MOTION: To Approve Ordinance No. 2024-51, amending Regulations Requiring Underground Electric Utility Service and amending Planning, Connection, and Penalties sections of Ordinance 2015-51

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

MOTION: Councilor Caldwell **SECOND:** Councilor Wittman

The question concerning certain language in the Staff Report will not be included in the Ordinance.

PASSED: 4-0

B. Consideration to Approve an Interim Lease with Option to Purchase the Neal King Memorial Firehouse Condominium Unit 101 of TSV Firehouse, 9 Firehouse Road, Village of Taos Ski Valley, Taos County, New Mexico (This item may follow closed session.)

MOTION: To move agenda item 10.B to agenda item 12.A

MOTION: Councilor Wittman **SECOND:** Councilor Turner **PASSED:** 4-0

(AGENDA ITEM MOVED TO 12.A)

11. NEW BUSINESS

A. Consideration to Approve **Resolution No. 2024-565** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, Increasing Revenues and Expenses in the Wastewater Enterprise Fund to accommodate the 2023/24 Increased Contractor Cost not currently in the Budget

MOTION: To Approve **Resolution No. 2024-565** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, Increasing Revenues and Expenses in the Wastewater Enterprise Fund to accommodate the 2023/24 Increased Contractor Cost not currently in the Budget

MOTION: Councilor Caldwell **SECOND:** Councilor Wittman **PASSED:** 4-0

B. Discussion and Direction to develop a Memorandum of Understanding with Taos Area Mutual Domestic Water and Sewer Systems to share equipment and staffing when needed

MOTION: To Direct and develop a Memorandum of Understanding with Taos Area Mutual Domestic Water and Sewer Systems to share equipment and staffing when needed

MOTION: Councilor Wittman **SECOND:** Councilor Turner **PASSED:** 4-0

C. Consideration to Approve the Village Continuing as a Member of the New Mexico Self Insurers Fund in the updated Joint Powers Agreement

MOTION: To Approve the Village Continuing as a Member of the New Mexico Self Insurers Fund in the updated Joint Powers Agreement

MOTION: Councilor Stagg **SECOND:** Councilor Wittman **PASSED:** 4-0

12. CLOSED SESSION

A. Discussion of the Purchase or Acquisition of Real Property

This matter may be discussed in closed session under Open Meetings Act exemption 10-15-1(H) (8)

MOTION: To go into closed session in the matter of the purchase or Acquisition of Real Property

MOTION: Councilor Wittman **SECOND:** Councilor Stagg **PASSED:** 4-0

MOTION: To go into open session in the matter of the purchase or Acquisition of Real Property

MOTION: Councilor Wittman **SECOND:** Councilor Stagg **PASSED:** 4-0

(12.A) Consideration to Approve an Interim Lease with Option to Purchase the Neal King Memorial Firehouse Condominium Unit 101 of TSV Firehouse, 9 Firehouse Road, Village of Taos Ski Valley, Taos County, New Mexico (This item may follow closed session.)

MOTION: To Approve an Interim Lease with Option to Purchase the Neal King Memorial Firehouse Condominium Unit 101 of TSV Firehouse, 9 Firehouse Road, Village of Taos Ski Valley, Taos County, New Mexico

MOTION: Councilor Wittman **SECOND:** Councilor Turner **PASSED:** 2-1

Voting Nay: Councilor Caldwell **Abstaining:** Councilor Stagg

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13. MISCELLANEOUS

A. Councilor Wittman asked the Public Works Department to put more gravel on Twining Road because of the potholes, as well as in front of the Village Office on 7 Firehouse Road.

B. Councilor Caldwell requested that snow plowing of the roads in Amizette be put on the next Village Council Meeting agenda.

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

The next meeting of the Village Council will be the Special Council Workshop on Saturday March 16, 2024 at 2:00 p.m. at the Lake Fork Room and also via Zoom. The next Regular meeting of the Village Council will be held on Friday March 22, 2024 at 1:00 p.m. via Zoom.

15. ADJOURNMENT

MOTION: To Adjourn the meeting

MOTION: Councilor Wittman **SECOND:** Councilor Turner **PASSED:** 4-0

Mayor Chris Stanek

Attest: _____
Village Clerk, Ann Marie Wooldridge

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

Village of Taos Ski Valley

Parks and Recreation Committee Report to Village Council

March 22, 2024

The Parks and Recreation Committee met on February 27, 2024 for its regular monthly meeting. A quorum of members attended as well as a few community members. The committee affirmed the plan to meet the 4th Tuesday of each month at 2 pm with zoom teleconference as an option.

The committee discussed several topics including the development of a strategic plan, an annual plan to summer 2024, the request for Lodger's Tax funds, grant opportunities, and review and monitoring of trails work. Also discussed was ideas and plans for a memorial bench program to honor significant figures in the history of Taos Ski Valley. Committee members have also attended webinars on grant opportunities in New Mexico and conducted research on ideas for reestablishing games for outdoor recreation during the summer.

A request was submitted to the Lodger's Tax Board from PARC for FY 24/25.

On March 14, the committee chair filed a police report on the theft of a custom-made log bench from Kachina Vista Municipal Park. The committee is hopeful for its return.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Appoint Parks & Recreation Committee Members

DATE: March 22, 2024

PRESENTED BY: Joan Woodard

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Parks & Recreation Committee wishes to have the Mayor appoint the Committee members as listed in the attached document. The Council would make a motion, second it, and then vote on this action.

RECOMMENDATION: Recommend Mayor to consider appointing the proposed members with a motion and vote by Village Council.

Village of Taos Ski Valley
Parks and Recreation Committee
March 22, 2024

Membership Roster and Officers

Joan Woodard (chair)	(board experience; resident Upper Twining)
Katherine Kett (vice chair)	(experienced member of PARC; former chair)
Ryan Scovil (secretary)	(experienced Parks & Rec professional; TSVI rep.)
Amanda Straka	(resident of Amizette; TSV small business mgr)
Dan Vaughn (Kerrie Brokaw, alt.)	(TSV Chamber representative; current executive direc.)

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Discussion of Village Website and Marketing

DATE: March 22, 2024

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: Discussion

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

There have been discussions about changing the Village website.

Some ideas have been submitted regarding the process of starting this work.

Currently, the Village Administrator and the Village Clerk have met with Chamber of Commerce Director Dan Vaughan about gathering information on various platforms and associated costs.

The Village Administrator has presented a letter for approval by Council at this meeting for a request on a possible source of funding for the website through lodgers tax..

RECOMMENDATION: This item is for discussion only.

Per my earlier email, here are the questions:

I think if we (council and staff) can answer the questions below we can better create and SOW and come up with associated costs to redo our site.

1. List the primary goals of the website.
2. What are the main sections of the website, and how many pages roughly will be in each?
3. What are the top 3 things you want to communicate on the homepage?
4. Who will be visiting the website predominantly? And what percentage are frequent repeats vs occasional visitors?
5. What will be their reasons for visiting, and what will they need to do?
6. Will there need to be a secured area for private documents? Who would need access?
7. Describe the ideal functionality of the news section.
8. Describe the ideal functionality of the calendar feature.
9. Is there any additional functionality or technology you would like to add that's not currently on the website?
10. What areas of the website will be updated frequently?

- E-commerce elements (if any), such as payment.
- User account creation and management.
- Forms for contact, feedback, or surveys.
- Integration with external APIs.
- Social media integrations.
- Multilingual support or localization.
- Search Functionality - What is the scope of searching?
- Here are some examples to peruse and use as a baseline for our meeting this morning.
- Carlsbad, CA
- The Carlsbad, CA example is more intended for look, feel and organization. They have a great deal more services and requirements than VTSV, i would imagine.
- Angel Fire
- The angel fire example is more inline w/ the amount of content i would imagine the Village would need, though i'm not too crazy about the overall design. The content organization seems to be efficient and easy to navigate.
- Jackson Hole
- Has a nicely organized site - while it seems to be a bit dated in terms of design, the organization and document archives are easily accessible by users.
- The City of Grants, NM would be an example of an approach / design i would avoid.
- Civic Plus
- Lastly, in terms of development houses, this group handles a good deal of local governments, the understand product requirements for municipalities and my guess is their platform is user friendly. Most likely quite affordable as well.

John Avila
Village Administrator
Village of Taos Ski Valley Council
Staff Monthly Briefing
March 22, 2024



*** STAFF REPORT***

FINANCE

Request for Proposals and Bids:

Water and Wastewater; RFB 2024-06: A&S Enterprise Inc, RFB 2024-07: Prodigy Builders Inc., RFB 2024-08: Core & Main, RFB 2024-09: Hyperion International Technologies, LLC, RFP: Phoenix Switchback Waterline Replacement; DUB-L-EE LLC

Electrical Undergrounding: RFP 2024-05 The Village of Taos Ski Valley Request For Proposals: Electrician to underground individual services, Due: March 28, 2024 at 3pm (MST)

Ultra Sonic Water Meters: 2024-001 The Village has issued a Request for Proposal for an Ultra Sonic Meter Software System Pilot Project, Due March 28, 2024 at 3pm (MST)

- **QUESTION:** A proposed contractor asked in regard to the remote shut off valve if the line will have to be cut to install?
- **ANSWER:** To install the remote shutoff the line may need to be cut for meter installation in the building.
- **QUESTION:** Is there a controlled water shut off to avoid flooding and water cleanup if so?
- **ANSWER:** For the times that an installation is scheduled, the Public Works permit process will require a VTSV employee to stand by and assist to shut off the In-Road cutoff valves.
- **QUESTION:** Will the Village be conducting its own installation?
ANSWER: The Village expects the Contractor to install, but Village Staff will need to be instructed on how to conduct installation. The Village does not plan to hire a separate contractor

Finance Report for March 22, 2024 Meeting:

Public Safety:

Public Works:

WWTP

Prodigy services for temporary replacement of a Wastewater Operator Level 4 are contracted for the season and to anticipate backup coverage or additional support after staff Operator is hired. They have begun to coordinate procedures for operations, corrective responses and process planning with the site supervisors and other assigned staff. All required oversight reporting has been submitted by staff, but Prodigy now is the operator of record. The certified contract operator can provide the services of a Level 4 Wastewater Operator for the Village of Taos Ski Valley (MBR) Membrane Bioreactor System that was placed in operation in the last few years. It requires Operator oversight for operational procedures and reporting, including but not limited to: Semi-Annual Sludge Report, Annual DMR Quality Assurance Report, Biosolid Annual Report, Disinfectant Level Quarterly Operating Report, Monthly (DMR) Discharge Monitoring Report, Village Council Report.

Prodigy is monitoring and interpreting information from the SCADA system, but with OVIVO leaving the plant a new remote notification is required so information can be available for any emergency alarm.

Water

Plummer finished preparing the Kachina Booster Pump Station Project drawings, project manual, and advertisement for bids ready to go to the newspaper. Advertisement should be out for Sunday 3/31/2024, with a pre-bid site walk on 4/10/2024 and bid deadline of 4/30/2024.

NMED staff are reviewing the technical aspects on behalf of the State. Once the contract language is approved. Per the SAP funding agreement NMED will review it next to move to RFP contract requirement. To include below specification:

“Master Meter comparison to customer meters will be conducted and readings at the following locations will be compared to the meters served by the same: Chlorination Building, Kachina Booster Station, Kachina Water Tank, Green Tank, Beaver Pond, John Burroughs, Pioneer Glade and Rio Hondo” The RFP for hydrostatic, automatic read meter, pilot project is posted and can be found on the Village website. <https://www.vtsv.org/request-for-proposal-for-pilot-project-ultra-sonic-meter-software-system/>

Policy: The Village has recently amended our water billing credit policy to encourage the installation of remote read meters. The Village went through the process of installing the remote-read meters to demonstrate to the public how to install and the issues that might arise with the installation. Hydrant meters are being purchased for contractor use. A strict **requirement to meter all nonservice water use** is in effect (Including VTSV). To get an accurate accounting and safeguard water pipes from damage, no water use will be authorized unless it is supervised and accounted for.

Village Complex

Before the Village Complex became available the Police Department was assigned to an unheated construction trailer for 20 years.

The use of the units as office space and EMS bunking rather than as apartment housing has reduced the average cost per unit of sewage pumping and utilities budget while under development. Because as

apartments, 10 units alone will require over 2,000 Ft Sq for parking, the site would not be likely to accommodate a Village Hall in Amizette. Currently making use of the property as the Building Inspector, Public Safety Housing/Bunking Police and Fire Administration Offices. The estimated cost to replace the benefits of office use is over \$200,000 a year.

The interest among employees in housing at the Village Complex continues to grow, but the operation is an enterprise fund and must produce enough revenue to cover expenses or be part of compensation.

100% occupancy of available units is possible once repairs are completed.

Village complex repairs are now complete after final cabinet repair and cleaning and await final inspection next week.

Building Department Council Report:

Kit Carson Electric (KCEC) Facility Undergrounding

Ordinance 2024-15 is on the agenda to improve the ability for Code Enforcement to encourage resident installation of KCEC underground service at all available locations. The program to assist residents was previously used by Code Enforcement before taking any corrective action allowed by the ordinance. The use of public funds to install critical public safety infrastructure is allowed in the private easements as a valuable benefit to the Village (VTSV O-2015-51), program. During COVID emergency, material and equipment delays, staffing shortage and price increases further affected the ability to complete projects, but the main setback is getting easements on NM150. Estimated cost to underground per property is \$30,000. From KCEC; RedTail was scheduled to start the long awaited easement survey before EOY with VTSV observation. The most recent information is that the survey work will start on NM150 as of April 8th.

While waiting for permits from NMDOT/USFS the Village has also continued to install underground facilities to residential properties that are not restricted by state and federal permissions: Zaps, Emma, Gusdorf, E-G Alley, Porcupine, Phoenix, Coyote, Chipmunk and Upper Twinning are (KCEC identified) priority projects. The underground electric service was completed on Upper Twinning, but connections may require queuing for transformers, early request for service is advised. The joint trench project on Pheonix has allowed NM Gas connections in the area this summer, as well. A Request for Electric contractor services is currently posted for due date 3/28/24

Reminder: Once the underground service is available near a property, the steps to connecting underground are:

The Owner to engage a contract electrician for work on their property,

Then together contact Kit Carson Electrical Cooperative with the meter number and request a *service upgrade to an underground service*, **KCEC** and the electrician will contact the Village for underground permitting and start credit request for public Right of Way work,

Proceed with underground work and connect to the underground service.

Planning and Zoning:

TIDD

The Tax Increment Development District is the mechanism that certain economic development investments by the designated developer (TSVI) Taos Ski Valley Inc. are to be funded by tax revenues from the (VTSV) Village, County and the State. The tax is charged in most areas of the Village for project funding and correction for the misdirected payments is now addressed and paid on a yearly basis. TIDD is a separate political subdivision of the State, and the Board has fiduciary responsibility for oversight of those taxpayer dollars that pay the Tax Increment Bonds.

The planning documents, Village Water Study, the first amendment Water Line Repair Plan and second amendment for Master Meters and remote read installation and the third amendment Phoenix-Coyote water line replacement design are expected as TIDD eligible projects. TIDD eligible projects are intended to be dedicated after they are completed. As facility projects were accepted for dedication by the Village, the record is forwarded to the TIDD Board for future review and approval for reimbursement of the TSVI developer. TSVI has entered into an MOU with the Village to conduct water study and engineering and is progressing with equipment purchase and installation project of Master Meters and design of priority line replacement of Pheonix Water Loop

The Entry Road is a pending TIDD project that includes handicap parking and underground electric. The Entry Road development by Taos Ski Valley Inc. has been presented to the Village at the Council Workshop. Questions and comments are provided to TSVI for their application to US Forest Service permit. The Village gave support to the USFS Master Development Plan submission by resolution. USFS has indicated that the project has been approved. KCEC undergrounding as part of the project will allow removal of overhead lines in parking and the first 400 feet of Twinning Road.

The Thunderbird- Ernie Blake Road improvements are the next anticipated TIDD project to be reviewed for dedication when the official dedication package is received. Preliminary review documentation is submitted, Staff of the Village and of the TIDD have had these documents to review in preparation of the dedication submittal. Waiting for the final dedication package. Final Design approval by Council at meeting of 10/9/2019.

Regional reports:

- **The NCRTD proposal for winter service was further developed as directed, an amended schedule was drafted and accepted by Council January 5, 2024. However, the NCRTD service was only available for the last weeks of the season.**

The initial negation developed an agreement for a long-term contract where the entities: North Central Regional Transportation Division, Town of Taos, Taos County and the Village pay for the service, with NCRTD responsible for at least half the cost and the other entities sharing the rest of the burden equally. And there is a multi-year automatic CPI adjustment agreement that was passed by NCRTD and Taos County so far. Draft Amended NCRTD and TSVI schedules.

There is record of the public asking for stops in Amizette in the **NCRTD 2019 Survey of Service**, but I could not find that in Village LTB records. NCRTD did mention that they had asked Village staff about bus locations as the project started. Other than planning a bus stop on Thunderbird I could not find a request for Amizette stops to Village staff, although there was mention from the then NCRTD Planner that they would be addressed. Below is a comment in a NCRTD survey that asks for Amizette stops:

"Community Specific Concerns/Suggestions Transit Service ☐ We need service to all the hotels. A stop at Anisette is needed. Add two quick stops to the routes in Taos for lodging. You could have one at the beginning of Anisette and one a little more towards the end of it. That way you cover all the little lodges. ☐ Extend the bus route out to hiker parking, it's promoted extensively. ☐ We need a partnership with the village, Ski Corporation, and RTD that would bring people from the base up there as well. It's about two and a half miles. ☐ We need more frequency of service not once every four hours, but maybe every twenty minutes or something like that. NCRTD 2-32 Transit Service Plan Update Tech Memo No 2: Community Outreach ☐ We deal with a lot of visitors who are trying to make it up from

Santa Fe to here through the bus connections and it is a little tricky, because the services are not that frequent. Trying to get to Taos from Santa Fe to the Ski Valley, and then back, you have to stay until 3:00 p.m. or 4:00 p.m. and make it down to Santa Fe. You could make it to the town of Taos on weekends and one day a week for the people who aren't working. ☐ Have a Blue Bus meet the Rail Runner by the DOT stop, so that could work for other students who are reluctant because they think they'll be abandoned. Friday evenings would be good. ☐ I've heard from a number of people that come here for ski week from all over the country, and they can get down into town for visiting, eating and such but they cannot get back up to the ski valley. We need transportation service so visitors can go down into town for dinner or something, then get a reliable ride back to their hotel during the ski season. ☐ The TSV Green Route (fare free) provides service on the weekends only during the season. The town of Taos is working on becoming a summer tourist destination with their concerts and so on, and I think there would be very good ridership throughout that central core of the town of Taos during the summer. That would also provide access to the resort and valley here in summer and provide a way for the residents that don't have vehicles to get up to these hyper areas. ☐ A lecture series up here at the ski valley happens right after skiing on Friday at 4:00 p.m. in the season, so not a big issue. But, there's a lot of the retired who love to come to these lectures, and they have asked me about driving to the lectures over the course of the summer, and for those I think it starts at around 6:00 p.m., so I have received requests from the elderly community for transportation to attend the speaker series. ☐ A lot from the shops in town, and they all seem to share interest in creating more traffic between the ski valley and town, especially with the art galleries and shops. "

- **Taos Regional Landfill Board (LFB) 3/21/24 10am:** Action to reduce Green House gases needs to be a focus of local government entities and is requested of LFB. The Methane gas measurement is the explosive levels of gas which are a higher measurement than what is tested at the Taos Landfill.
- **The Enchanted Circle COG:** March 21, 2024 2pm
- **Greater Valle de Taos Meeting on March 27th - Moved to April 3rd** Due to numerous activities during Holly Week, we are moving the meeting previously scheduled for Wednesday March 27th We will hold the meeting on Wednesday April 3rd. **MAU Draft** .
- Rio Hondo Watershed Plan meeting scheduled for this **Thursday, March 21 from noon to 2 p.m.** As always, lunch will be served starting at 11:30 a.m. Please RSVP and come a little early to serve yourself a plate so we can get started on time. **Agenda**

To: Village Property Owners

Re: Underground Connection to Kit Carson Electrical Lines

Recently questions have come up about the efforts to transition from overhead to underground electric service, how to get Kit Carson Electric underground lines installed and what is needed to connect. Briefly, the Village Council recently passed Ordinance 2024-51, which clarifies the requirement for property owners to switch to underground lines once those are available near the property. The Village is coordinating with the local electricity provider, Kit Carson Electric Cooperative (KCEC) , to convert overhead lines to underground within the public Right-of-Way and bring underground service near each property. Presently, KCEC underground service lines are available for new connections along Zaps, Phoenix, Chipmunk, and Coyote Roads, and in Amizette along Emma and Gusdorf Roads.

The Village and KCEC are to coordinate and bear the cost of installing underground line in the public Right of Way (ROW). The owner is responsible for the installation of underground service from the edge of property to each structure served by electricity on the property. Residents are to work directly with a local electrical contractor to re-connect all private property buildings to underground service and thereafter remove all overhead de-energized lines.

Once the underground service is available near a property, the steps to connecting underground are:

The Owner to engage a contract electrician for work on their property;

Then together they contact Kit Carson Electrical Cooperative with the meter number and request a service upgrade or change to an underground service;

Proceed with underground work and connect to the underground service.

Finance Report for March 22, 2024 Meeting:

Revenues Dec 2023:

GRT: This month last year: \$296,313

This month this Year: \$311,401

Last Year YTD: \$929,617

This Year YTD: \$1,094,375

Lodgers Tax:

This month last year: \$133,714

This Month this year: \$123,107

YTD Last year: \$401,954

YTD This year YTD: \$361,887

REVENUES:

- We received **\$65,755** in hold harmless GRT revenue in February which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is up 18% from last year.
- Fiscal YTD Combined Water and sewer revenues collected are up 23% from last year.
- Fiscal YTD Lodger's tax collections are down 10% from last year.
- Fiscal YTD Building permits are down 68% from last year.
- The Village received **\$24,212** in property tax collections in Feb 2024.
FYTD Property Tax Collections are up 3.6% from last year.
- The TIDD received **\$545,585** in GRT in Feb 2024.

EXPENSES:

- July 23 – Feb 24 Expenses vs same period LY are increased mostly due to:
 - Expenses in Professional Contractors incurred for Water Line Replacement on Cliffhanger Loop & Upper Twining & Hiker Parking Loop, payments for repairs at TML, payments made to Huitt Zollars/Twining Rd Design for combined Current and Prior Year invoices received in July, payments to Plummer & Usemco for the Booster Pump, payment to Anchorbuilt for KC undergrounding work, payments to Dennis Engineering for assisting on WTB application, payments to Lobbyist, payments to W/S Contractor while looking for a PW director, increased payments in EMS for contractors, Medical Director, and Pharmacy Consultants, payment on IT invoices from 2022 discovered not paid while there was no finance director.
 - Increased maintenance & repairs on equipment & vehicle than LFYTD. We have more vehicles due to LE acquired 4 more vehicles this Fiscal Year. Building Maintenance increase is the TML baseboard heater repairs. Increased supplies for Lab chemicals.
 - Increased payroll costs in GL -increased # of employees FYTD vs last year & increased OT in Law Enforcement, EMS, Water, Wastewater.
 - Emergency repairs & replacements - parts for various tanks & valves.
 - Purchase of Pointman Software & balance paid on Caselle software.
 - Capital purchases/acquisitions – LE Vehicles & John Deere Loader.

February/March Events

Grant reimbursements for CWSRF Subaward for Water System repairs have been submitted for expenses paid through Sept 30, 2023. We have received one of the disbursements and expect to receive the 2nd disbursement in the 3/15/24-3/31/24 date range. Grant reimbursement requests for CWSRF Subaward for Water System repairs for payment since Sept 2023 will be submitted this month, and that request will use the remaining funds in that grant. Grant reimbursements for NMED Water Booster Station Design have been received for expenses paid to date. Applications for DOT LGRF COOP Grant and DOT MAP grant for FY25 have been submitted by the due date of 3/15. A Resolution to extend the unused 2022 DOT MAP grant that expires @ 6/24 is included in this month's agenda items. Budget planning with department heads has begun. **Budget workshop with council is scheduled for Tuesday April 16th, 2PM.**

January 2023 GRT rate reduction for VTSV location

GRT rates for VTSV went from 9.4375% to 9.3125% for the period of July – December 2022.

This reduction of 0.125% is due to state legislation lowering the state portion of the total from 5.125% to 5%. The portion of the state piece allotted to the Village remains unchanged @ 1.225% of the total. The reduction comes entirely out of the portion that goes to the state. Previously it was 3.9%. In this period, it is reduced to 3.775%.

The total % going to the Village is the municipal 2.4375% (Village ordinances total including Hold Harmless) plus the state piece allotted to municipalities of 1.225% = 3.6625%. This is the same % the Village was previously receiving before this period's reduction in overall rate.

GRT rates for VTSV went from 9.3125% to 8.8125% for the period of Jan – June 2023.

This reduction of 0.5% is due to the sunseting of a Taos County higher education tax. This reduction only affects the county portion. The village municipality does not receive any of the county portion at this time, and so the total % to VTSV is unaffected by this period's rate reduction.

GRT rates for VTSV will go from 8.8125% to 8.9375% for the period of July - Dec 2023.

This increase of 0.125% is due to a combination of:

State legislation lowering the state portion of the total from 5.0% to 4.875%, results in a decrease of 0.125%. The portion of the state piece allotted to the Village remains unchanged @ 1.225%. The reduction comes entirely out of the portion that goes to the state. Previously it was 3.775%. In this period, it will be reduced to 3.650%. The total % to VTSV is unaffected by this rate decrease.

The county rate increased adding 0.25% to the total. This is the result of the county gross receipts tax increase voted for in November. 2022 The Village Municipality does not receive any of the county grt portion currently, and so the total % to VTSV is unaffected by this rate increase.

Per the GRT revenues portions that the Village receives:

The total Municipal GRT rate is 2.4375% and the total Municipal portion of the state GRT is 1.225% . These are unchanged from the previous period.

GRT rates for VTSV will remain at 8.9375% for the period of January – June 2024.

VILLAGE OF TAOS SKI VALLEY

GROSS RECEIPTS & LODGER'S TAX COLLECTION SUMMARY

Gross Receipts Tax
CURRENT RATE = 9.3125%

GROSS RECEIPTS

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2013	\$36,835.14	\$20,863.12	\$45,705.38	\$27,699.69	\$66,674.98	\$48,677.59	\$50,727.81	\$178,549.60	\$163,125.28	\$166,032.40	\$203,817.88	\$21,818.85
YTD	\$36,835.14	\$57,698.26	\$103,403.64	\$131,103.33	\$197,778.31	\$246,455.90	\$297,183.71	\$475,733.31	\$638,858.59	\$804,890.99	\$1,008,708.87	\$1,030,527.72
FY 2014	\$32,785.51	\$20,399.76	\$33,382.63	\$32,521.83	\$42,153.17	\$47,625.85	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,868.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,568.97	\$658,464.77	\$858,587.84	\$1,067,531.84	\$1,299,098.68	\$1,369,944.64
FY 2016	\$37,891.82	\$20,239.04	\$97,742.38	\$25,839.07	\$197,397.64	\$95,985.99	\$224,614.99	\$103,161.00	\$166,682.00	\$180,838.00	\$201,624.53	\$38,366.93
YTD	\$37,891.82	\$58,130.86	\$155,873.24	\$181,712.31	\$379,109.95	\$475,095.94	\$699,710.93	\$802,871.93	\$969,553.93	\$1,150,391.93	\$1,352,016.46	\$1,390,383.39
FY 2017	\$119,909.94	\$55,423.48	\$87,873.13	\$142,357.47	\$41,995.22	\$148,618.10	\$142,636.32	\$187,613.18	\$204,129.97	\$165,451.68	\$208,890.93	\$76,774.96
YTD	\$119,909.94	\$175,333.42	\$263,206.55	\$405,564.02	\$447,559.24	\$596,177.34	\$738,813.66	\$926,426.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,864.17	\$48,702.07	\$58,630.68	\$75,354.62	\$89,599.77	\$118,550.59	\$207,717.57	\$250,972.85	\$212,959.98	\$187,022.24	\$243,419.70	\$35,925.42
YTD	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,556,719.66
FY2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,062.46
FY2020	\$73,181.77		\$83,775.61		\$88,409.53	\$146,106.99	\$125,934.38	\$319,335.98	\$239,931.17	\$274,561.13	\$264,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,652,811.41
FY2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06	\$122,193.28	\$251,925.28	\$236,440.15	\$214,210.24	\$289,075.34	\$55,873.27
YTD	\$68,159.90	\$142,393.78	\$188,880.72	\$270,929.98	\$360,870.36	\$510,135.42	\$632,328.70	\$884,253.98	\$1,120,694.13	\$1,334,904.37	\$1,623,979.71	\$1,679,852.98
FY2022	\$68,717.19	\$41,194.60	\$84,767.28	\$114,462.17	\$87,852.52	\$130,134.55	\$101,812.08	\$288,224.10	\$264,254.52	\$288,432.00	\$387,016.42	\$60,037.50
YTD	\$68,717.19	\$109,911.79	\$194,679.07	\$309,141.24	\$396,993.76	\$527,128.31	\$628,940.39	\$917,164.49	\$1,181,419.01	\$1,469,851.01	\$1,856,867.43	\$1,916,904.93
FY2023	\$54,648.70	\$35,075.40	\$68,454.10	\$80,723.22	\$126,212.90	\$125,573.69	\$142,615.65	\$296,312.84	\$293,244.12	\$267,784.55	\$346,834.02	\$55,904.39
YTD	\$54,648.70	\$89,724.10	\$158,178.20	\$238,901.42	\$365,114.32	\$490,688.01	\$633,303.66	\$929,616.50	\$1,222,860.62	\$1,490,645.17	\$1,837,479.19	\$1,893,383.58
FY2024	\$77,579.64	\$40,289.61	\$98,554.84	\$140,391.56	\$171,645.23	\$176,712.83	\$77,799.85	\$311,401.34				
YTD	\$77,579.64	\$117,869.25	\$216,424.09	\$356,815.65	\$528,460.88	\$705,173.71	\$782,973.56	\$1,094,374.90	\$1,094,374.90	\$1,094,374.90	\$1,094,374.90	\$1,094,374.90

Current month GRT collections reflects money generated 2 months prior.

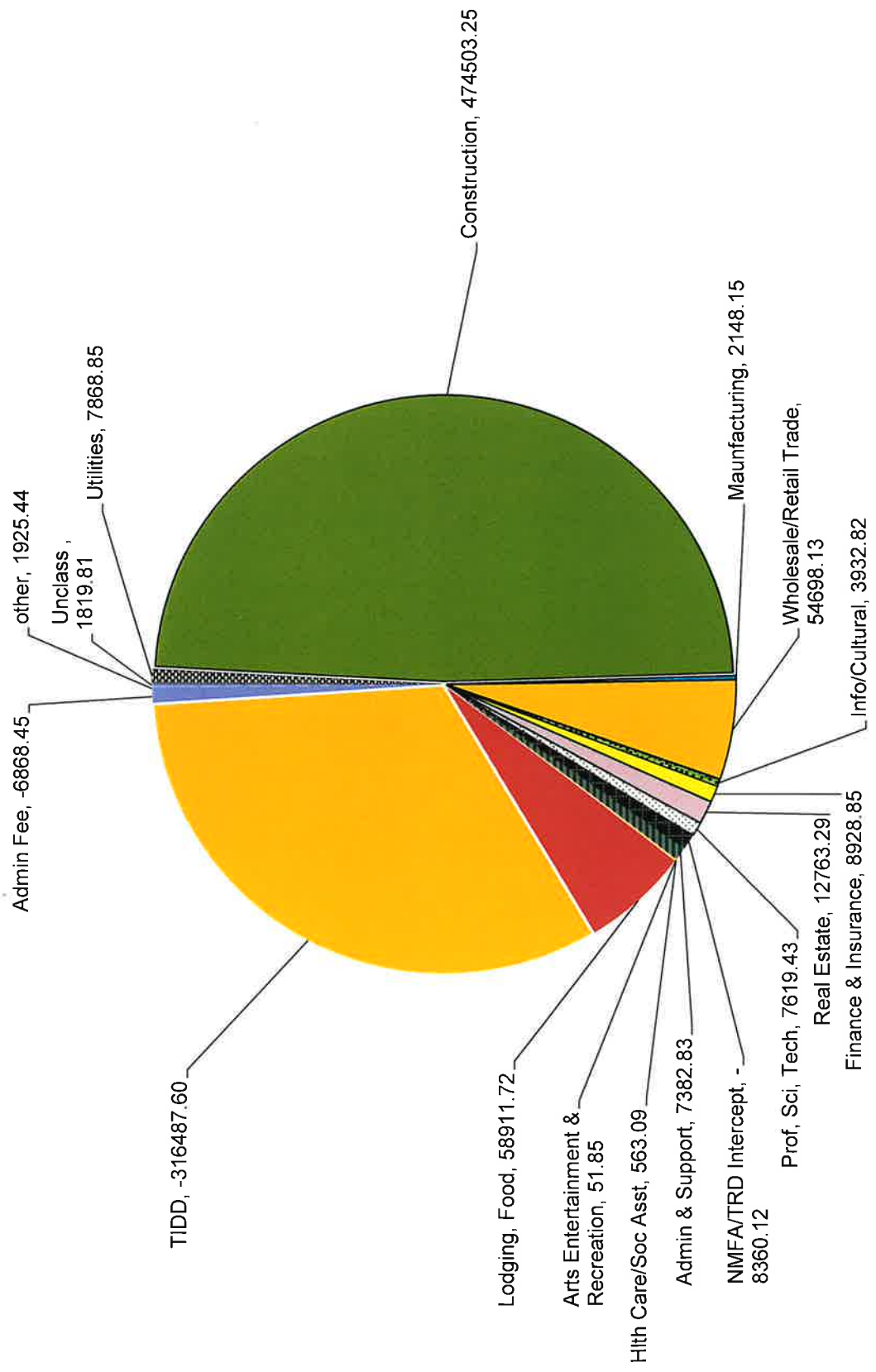
*Funds in this sheet are recorded as cash received

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

CURRENT RATE = 5%

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2013	\$3,611.20	\$6,647.21	\$6,362.49	\$6,914.30	\$3,587.06	\$4,412.71	\$41,548.72	\$58,051.35	\$69,819.08	\$65,779.34	\$2,387.53	\$1,223.37
YTD	\$3,611.20	\$10,258.41	\$16,620.90	\$23,535.20	\$27,122.26	\$31,534.97	\$73,083.69	\$131,135.04	\$200,954.12	\$266,733.46	\$269,120.99	\$270,344.36
FY 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,668.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88	\$8,960.06	\$6,207.19	\$6,521.15	\$71,990.70	\$56,655.53	\$68,454.45	\$74,080.27	\$1,667.88	\$3,332.25
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,338.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY2019	\$8,692.23	\$17,791.85	\$15,936.00	\$15,977.48	\$11,905.77	\$18,255.86	\$89,403.18	\$100,794.38	\$105,205.05	\$122,892.45	\$12,426.36	\$5,097.57
YTD	\$8,692.23	\$26,484.08	\$42,420.08	\$58,397.56	\$70,303.33	\$88,559.19	\$177,962.37	\$278,756.75	\$383,961.80	\$506,854.25	\$519,280.61	\$524,378.18
FY2020	\$9,107.40	\$23,176.76	\$18,926.00	\$18,538.79	\$15,121.36	\$16,682.78	\$100,415.47	\$111,589.79	\$111,413.82	\$68,226.73	\$472.24	-\$453.54
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09	\$201,968.56	\$313,558.35	\$424,972.17	\$493,198.90	\$493,671.14	\$493,217.60
FY2021	\$8,171.37	\$15,170.58	\$12,836.91	\$17,194.52	\$14,423.38	\$6,231.96	\$55,290.11	\$42,558.56	\$84,760.20	\$96,555.93	\$10,267.66	\$7,219.30
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76	\$74,028.72	\$129,318.83	\$171,877.39	\$256,637.59	\$353,193.52	\$363,461.18	\$370,680.48
FY2022	\$18,245.95	\$38,815.26	\$26,765.37	\$22,996.72	\$22,728.29	\$23,037.99	\$110,392.10	\$131,470.22	\$148,781.28	\$158,043.82	\$17,101.43	\$6,264.48
YTD	\$18,245.95	\$57,061.21	\$83,826.58	\$106,823.30	\$129,551.59	\$152,589.58	\$262,981.68	\$394,451.90	\$543,233.18	\$701,277.00	\$718,378.43	\$724,642.91
FY2023	\$17,714.27	\$29,642.49	\$26,135.01	\$29,754.45	\$25,300.02	\$22,079.15	\$117,615.32	\$133,713.55	\$136,996.72	\$135,113.91	\$24,434.95	\$7,546.81
YTD	\$17,714.27	\$47,356.76	\$73,491.77	\$103,246.22	\$128,546.24	\$150,625.39	\$268,240.71	\$401,954.26	\$538,950.98	\$674,064.89	\$698,499.84	\$706,046.65
FY2024	\$15,690.29	\$29,101.64	\$25,637.57	\$27,515.65	\$20,581.13	\$18,825.49	\$101,428.16	\$123,107.15				
YTD	\$15,690.29	\$44,791.93	\$70,429.50	\$97,945.15	\$118,526.28	\$137,351.77	\$238,779.93	\$361,887.08	\$361,887.08	\$361,887.08	\$361,887.08	\$361,887.08

Village of Taos Ski Valley Gross Receipts Distribution collected for December 2023 recieved in February 2024



FY2023 & FYTD2024 TIDD GRT Distribution

Date	VTSV Increment	State Increment	Admin Fees	Pay Backs	Total TIDD	Hold Harmless	
						Offsets	GRT
7/18/2022	(17,240.41)	(27,906.36)	319.99	-	(44,826.78)	8,360.12	6,426.90
8/22/2022	36,658.10	57,852.94	(689.95)	(44,826.78)	48,994.31	8,360.12	14,070.55
9/21/2022	37,758.59	57,866.32	(710.67)	-	94,914.24	8,360.12	17,588.79
10/19/2022	15,202.78	24,597.60	(276.99)	-	39,523.39	8,360.12	10,637.18
11/17/2022	133,817.63	204,886.92	(2,518.62)	-	336,185.93	8,360.12	25,992.53
12/15/2022	3,251.75	4,949.84	(61.40)	-	8,140.19	8,360.12	13,992.93
1/19/2023	81,208.10	128,084.88	(1,503.67)		207,789.31	8,360.12	24,077.47
2/15/2023	158,116.52	242,092.64	(2,975.91)		397,233.25	8,361.12	47,915.09
3/15/2023	199,147.17	154,194.82	(3,725.47)		349,616.52	8,361.12	51,717.41
4/19/2023	175,757.64	134,549.40	(3,307.99)		306,999.05	8,361.12	46,635.51
5/19/2023	188,033.34	143,949.70	(3,539.02)		328,444.02	8,361.12	56,212.46
6/22/2023	47,894.35	36,665.06	(901.43)		83,657.98	8,361.12	11,450.54
TOTAL FY23	1,059,605.56	1,161,783.76	(19,891.13)	(44,826.78)	2,156,671.41	100,326.44	326,717.36
7/19/2023	59,144.68	45,297.26	(1,113.17)		103,328.77	8,360.12	15,007.83
8/18/2023	49,806.66	37,991.42	(937.43)		86,860.65	8,360.12	10,162.59
9/15/2023	125,819.34	93,155.52	(2,368.05)		216,606.81	8,360.12	24,021.78
10/11/2178	166,630.17	123,349.88	(3,136.19)		286,843.86	8,360.12	32,585.13
11/17/2023	260,634.78	192,760.38	(4,907.41)		448,487.75	8,360.12	45,495.58
12/15/2023	259,839.36	219,659.75	(4,518.36)		474,980.75	8,360.12	45,998.79
1/18/2024	38,423.14	28,902.54	(720.91)		66,604.77	8,360.12	12,929.55
2/15/2024	316,487.60	235,051.32	(5,953.75)		545,585.17	8,361.12	55,754.86
							311,401.34

TOTAL FY24	1,276,785.73	976,168.07	(23,655.27)	-	2,229,298.53	100,326.44	251,956.11	1,094,374.90
TOTAL FY2016-FY2024	7,266,863.46	6,490,158.20	(118,921.40)	(180,961.17)	13,457,871.73	676,350.62	1,769,872.25	14,325,435.26

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

Monthly Accomplishments for February 2024

Police Department Chief / Director Virgil Vigil

- On February 27, 2024 Numerous powerlines and trees were blown down on Twining Road and numerous vehicle we stuck and involved in vehicle crashes on Twining Road. This was due to approximate 72 MPH Winds. Fortunately, no injuries were reported.
- I was able to complete and submit the Law Enforcement Protection Fund Grant (LEPF) ahead of the March 31, 2024 deadline. If accepted we will receive a total of \$101,000.00 for Law Enforcement equipment, training, uniforms, Etc..
- Operation plans for the World Pro Ski Tour World Championship event and Spring Break in March were completed and will be executed for Police, Fire and EMS. Many Skiers are anticipated beginning on the week of 3/11/2024 and for the last week in March for the World Pro Ski Tour World Championship.
- I attended the Public Safety/Firewise meeting and updated them on the progress of the Fire/Police/ EMS developments, calls. I also attended Lepc, Dwi Council, Taos Crime Stoppers Meetings, and weekly Fire/EMS Trainings.
- Officer Hutter completed the online 2 month class for Fire Investigator and he will be attending the in person class in Socorro on 3/11-15/2024.

Items In progress for March 2024

- I will be meeting with the Fire Chief/ EMS Chief on getting an inventory list ordered assembled and place in the new firehouse to have it operational as soon as possible.
- I plan on attending Public Safety/Firewise, E911 board, Lepc, Dwi Council, Taos Crime Stoppers, Village Council Meeting, and weekly Fire/EMS Trainings this month.
- I will be meeting with the Village Administrator and Finance Director to discuss the FY25 budget for Law Enforcement, Fire and Ems.
- I will be attending the Public Safety/Firewise meeting and updated them on the progress of the Fire/Police/ EMS developments, calls. I also attended Lepc, Dwi Council, Taos Crime Stoppers Meetings, and weekly Fire/EMS Trainings
- We will arrange our annual fire arms qualification with Taos Police Department for our entire Department, so we stay current with NM Department of Public Safety standard for out Law Enforcement Certification.

From EMS Department Chief Matt Rogers/EMS Fire Chief

Had 7 Dispatch Toneouts, 5 EMS and several Public Assists last month.
Successfully inspected by State Pharmacy Board
Awarded 2 VFA Grants- one for 20k for Wildland crew equipment and 25k for Wildland Coordinator
Created contact and Job Description for Wildland Coordinator
Updated Job Description for new Paramedic position
Updated Job Description for new Fire Admin position
Signed Lease for new Firehouse and started moving in. Bulk of move will occur once snow melts in Spring
Sent 1 FF to Investigator course
Enrolled in Inspector class

Matt Rogers DiMM, EMT-P
Fire & EMS Chief
Taos Ski Valley
C: 203-245-9153

Monthly Public Safety Report

Feb-24

Law Enforcement	R. Salazar	J Aquino	J. Hutter	V. Vigil	Totals	Last Year
911 Hang up	4	0	0	0	4	0
Abandoned Vehicle	2	1	0	1	4	1
Alcohol Offense - Adult	3	0	0	0	3	4
Animal Calls	0	0	0	0	0	2
Arrests	0	0	0	0	0	0
Assists to other Agencies	8	0	0	3	11	11
B&E /Burglary	0	0	0	0	0	0
Battery or Assault	0	0	0	0	0	0
Business Alarm	3	1	1	0	4	0
Citizen Assists/Contacts	20	25	28	17	90	134
Civil Stand-by/Civil Complai	2	0	0	0	2	0
Disorderly /Disturbance	0	0	0	0	0	2
Domestic Calls	0	0	0	0	0	0
Embezzlement	0	0	0	0	0	0
Foot Patrol Hours	15	24	3	5	47	56
Found/Lost Property	3	1	0	1	5	2
Fraud Complaint	0	0	0	0	0	0
Harassment	0	0	0	0	0	0
Health Orders	0	0	0	0	0	0
Larceny	0	1	0	0	0	2
Law Unknown/Information	0	0	0	2	2	3
Missing Adult/Person	0	1	0	0	1	0
MVC's	2	3	1	3	9	7
Narcotics Adult	0	0	0	0	0	0
Natural Diasters	0	1	0	1	2	2
Parking Citations	5	0	14	2	19	1
Private Property Crash	0	1	1	1	3	2
Reckless Driver	4	0	0	2	4	4
Residential Alarm	0	1	0	0	1	2
Shots Fired	0	0	0	0	0	0
Suicide Subject	0	1	0	0	1	0
Suspicious Persons/Vehicle:	0	1	0	0	1	3
Theft	2	1	0	0	3	3
Traffic Enforcement Hours	15	28	28	5	76	85
Traffic Hazard	5	1	0	4	10	12
Traffic Stops	4	14	5	2	25	45
Tresspass Warnings	0	0	1	1	2	1
Vehicle Theft	0	0	0	0	0	3
Verbal Warnings	4	0	0	3	7	4
Welfare Check	2	0	3	0	5	0
Written Citations	0	13	3	2	17	12
Written warnings	0	1	2	2	3	29
Fire/EMS	6	1	3	10	20	9

PUBLIC WORKS UPDATE

March 22, 2024

- **Water:**

- Conducted monthly water sampling.
- The water system is running well. There are no issues to report with the water system.
- The Village purchased two additional hydrant meters to keep track of water sales with contractors. The Village now has a total of four hydrant meters.
- The Village is in the process of purchasing 20 fire hydrants. These will be installed throughout the Village and used toward our Hydrant Grant that expires in June of 2024.
- The RFP for the Ultrasonic Meters Pilot Project is near the closing date. The closing date for bids is March 28, 2024.

- **Wastewater:**

- The DMR was submitted on March 14, 2024 for the month of February. There was a slight exceedance on Total Phosphorus. (see attached DMR report and graph)
- Notification for Permit Limit Exceedances:
 1. Permit Exceedance Total Phosphorus
 - a. The permit effluent concentration limitations for Total Phosphorus for the week of February 18, 2024 (7-day Average) results were 0.88 mg/L.
 - b. The permit effluent loading limitations for Total Phosphorus for the 30-day Average (February 2024) results were 0.57 mg/L.
 2. Preventive Action
 - a. Verify chemical pump operation after electrical outage.
 3. Corrective Action
 - a. Increased the chemical dosage of Aluminum Sulfate to stabilize the treatment process.
- On Wednesday February 28, 2024 the Village experienced an overflow at the WWTP. Immediately the wastewater operators shut down the pinch valve and contained the spill within the plant. The overflow was due to a failure with the pinch valve not shutting down properly due to a power failure causing the basins to overfill. The pinch valve was reset at valve location and plant control panel for operational.

- **Staff:**

- The Public Works Director position was posted on the NMRWA website and is still currently on the Village website.
- Adam Romero and Damean Craven have submitted their application to test their wastewater certification levels.

- **Roads:**

- The Village Public Works crew continues to work keeping roads open on snow days and clearing snow drifts. The wind has also caused some blown down trees. The Village Public Work crew has been working diligently to keep the roads clear and move them from the roadways.
- Road material was applied on Twinning and Ernie Blake Roads fixing potholes.

- **Equipment:**

- The old John Deere Loader is currently down with a blown engine. The engine will need to be replaced.

Building Department Council Report 02-16-2024 Jalmar Bowden

Council report from January 16 through February 12, 2024

Inspections performed residential: 2

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family / commercial: 4

Permits issued since last council report:

0_ new residential building.

0_ residential repair/remodel

0_ residential demo pending

0_ new commercial buildings permitted.

0_ commercial or multifamily repair/remodel permitted.

0_ demolition commercial permitted.

2_ Projects currently in application or submission review.

1_ Commercial project currently pending submission.

2_ Residential projects currently pending submission.

1_ Residential Certificate of Occupancy granted.

Narrative of other activities:

1. Update of the Non-Federal Lands Grant. Paperwork and was a focus recently and Bull O Woods Corridor and adjacent properties are ready for Village and homeowner signatures. Outreach will be a focus this week to those owners and soon to Kachina Corridor. Both are planned to commence after the ski season and its weather wraps.
2. Village complex repairs are in the finish stages. There are very few pending tasks for the contractor. Some of which await spring thaw.
3. Actively reviewing the plans for the Hotel St Bernard and likely issuing that permit this or coming month.

Planning & Community Development Department
Monthly Report to the Village Council
March 2024

Regional Engagement:

Rio Hondo Watershed Plan Stakeholders Meeting - Monthly dialog continued with a focus area on development and land use and its impact on the Rio Hondo and surrounding stream systems. The Village was a principal presenter this month.

Regional Transportation Planning Organization - Monthly meeting held on March 6 to discuss the recently reauthorized State Transportation Project Fund, requirement to implement Next Gen 911, GIS trainings and support by the NCNMEDD, and review of proposed north central regional transportation projects. Agenda attached.

Projects Updates and Key Initiatives:

Twining Road Reconstruction Project - The VTSV submitted a \$11.8M federal RAISE grant on February 28, 2024 to fund the construction phase of the project. Engineering and design are complete at 90-95%. Grant writing support provided by our partner, the North Central New Mexico Economic Development District. No Village match is required. Letters of Support were provided by our entire federal congressional delegation and key regional entities, including the US Forest Service, North Central Regional Transit District, North Central Regional Transportation Planning Organization, and Amigos Bravos. One notable exception, TSVI declined, as it did last year, to offer their support for this community safety project.

Central components of the one mile project include a new and expanded capacity water main, new and enlarged storm drainage system, new roadway surface, and safety enhancements to include sidewalks, intersection lighting, and grade reductions.

Requests to obtain temporary construction easements are being prepared and will be delivered to the 23 affected property owners in late Spring. Thereafter, individual meetings will be scheduled to discuss specific property impacts and obtain the necessary temporary construction easement agreements.

Underground Electrical Utility Connection Ordinance Amendment - An amendment to Ordinance 2024-15, to clarify the roles and responsibilities of the Village and local property owners and better establish the sequence of tasks to complete this critical public safety project was approved by the Village Council at their February 16th meeting. Upon approval, an outside contractor or additional staff resources will be necessary to implement the Ordinance.

Avalanche Hazard Assessment & Mapping Report Update and Revised Ordinance - Updated report and companion ordinance revisions presented to the Planning Commission and Village Council with attendant public hearings held in June and August 2023. Council declined to accept the updated report and adopt the Ordinance revisions. This critical public safety initiative remains delayed, pending involvement and consensus of the Village Council to proceed. Lack of action may threaten public safety and put citizens lives and structures at heightened risk. Direction by Council is requested and necessary to initiate action.

The report provided a detailed review and update to the village's avalanche hazard maps and suggested necessary improvements to the currently outdated and deficient avalanche hazard zoning ordinance. The former avalanche hazard maps, which were never incorporated into the Planning Ordinance, are based on a 2001 Study by Arthur I. Mears, P.E. Since 2001, notable advances in avalanche science and new snow and avalanche data have led to improvements in the Village's understanding and the need for better avalanche related land use regulations to protect the public's health, safety, and welfare.

Development Impact Fee Assessments - Outstanding fees (\$140k) still remain for the first floor of the new TSVI Administration Building and Firehouse. Per Village Ordinance, no Certificate of Occupancy shall be issued without full payment. Developer may seek reimbursement from future tenants, but is nonetheless required to provide full payment unless the Village Council intervenes.

Village staff recently received much delayed information necessary to finalize the Hotel St. Bernard Development Impact Fees Assessment. As per Ordinance, a preliminary assessment was provided and acknowledged by the developer last May. From the new information provided, both the required final assessment and a total square footage credit requested by the TSVI attributable to the former HSB structure was calculated. Action on this matter is expected at the March Council meeting.

No Building Permit can be issued, per Ordinance, without development impact fees paid in full or action by the Council to the contrary.

Village Recreational Trails System - RMYC crews are scheduled to continue work on Village Trails beginning in early June. Trail development is funded by a NM State Trail Plus grant award and Village development impact fees. In addition to the build-out of additional trail segments, three picnic tables and numerous trail identification signs are currently being constructed in the RMYC's woodshop.

Village staff are coordinating with adjacent property owners on the layout and re-establishment of the Kachina Wetland Trail. The new wetland environmental education sign will be installed along the Williams Lake Trail in late Spring.

Development Review Permits - Land development related permits currently under review or issued this month include:

- 3 Certificates of Compatibility
- 1 Utility License Agreement

Planning Commission Meetings - No March meeting. Next regular meeting scheduled for April 1.



AGENDA

Regular Meeting (Online/In Person)
Northern Pueblos Regional Transportation Planning Organization
Online:

<https://us06web.zoom.us/j/85495718668?pwd=K2lWSi9vSW1BNGZ2TVdpMGsremFpUT09>
Meeting ID: 854 9571 8668 Passcode: 908979 Dial-In Option: + 1 720 707 2699

In person: Taos County, 105 Albright Street-Suite G, Taos, New Mexico 87571

Wednesday, March 6, 2024, 10:00 AM to Noon

- I. Call to order
- II. Pledge of Allegiance
- III. Opening Prayer
- IV. Welcome & Introductions/Comments from the Public
- V. Roll Call
- VI. Approval of the Agenda
- VII. Approval of Minutes: Regular Meeting, February 7, 2024
- VIII. Federal Agency Updates
- IX. NMDOT Updates from District 5, Planning, Tribal Liaison, and LTAP Board
- X. Tyler Fosset, NM DFA: NextGen 911 GIS trainings at this year's APCO/NENA Conference in Santa Fe, April 2nd-5th. <https://www.nmapconena.org/conference-registration>
- XI. Calendar for State Transportation Project Fund (TPF) Call (NPRTPO Staff)
- XII. Discussion to finalize rating and ranking criteria for RTP and TPF
- XIII. Presentation/Discussion Recreational Trails Program Rating and Ranking
- XIV. NPRTPO Planner/Program Manager Updates and Announcements: Tribal GIS conference, Safe Streets and Roads for All grant.
- XV. New Business
 - a. Upcoming meeting locations and topics
 - **April 3, 2024** – Location: Rio Arriba County. Topics: TPF Update, Jemez Pueblo Trails Presentation
 - **May 1, 2024** – Location, TBD. TPF Presentations and Rating and Ranking
 - **June 5**: Location, TBD. ICIP Training/Refresher; NM ORD Uplift Plan
 - b. Other items from NPRTPO members or the public
- XVI. Adjourn

Pursuant to the Americans with Disabilities Act (ADA) of 1990, if anyone requires assistance, please contact Felicity Fonseca at (505) 356-9098 at least 3 days prior to the meeting date.



"Our founders outlined an ambitious program at a time when regional cooperation was still a new idea. Although times and resources have changed, we still work to achieve our original purpose of improving the quality of life in our member communities."

AGENDA

“Green Corridor” Partner Roundtable: Rio Hondo Watershed Plan Land Use

12 p.m. to 2 p.m., Thursday, March 21, 2024

Juan I. Gonzales Agricultural Center Conference Room, 202 Chamisa Rd., Taos

11:30 a.m. - 12 p.m. — Lunch served (please RSVP by email for lunch)

12 p.m. — Welcome and Introductions

- Current stakeholder/contact list for Rio Hondo Watershed Management Plan

12:10 p.m.— Brief update on project purpose, focal areas and meeting schedule

- Link to Rio Hondo Watershed Plan shared folder
- Running database/reports/plans/articles table with external links to documents

12:15 p.m — Presentation: Land Use in the “Green Corridor” area

- Patrick Nicholson, Village of Taos Ski Valley; John Kelly, Taos Ski Valley, Inc.; J.R. Logan, Taos County; Carlos Miera, Cuchilla Ditch; Floyd Archuleta, Lower Des Montes Neighborhood Association.

1:40 p.m. — Updates and Next Steps

- Discussion re: DRAFT proposal from U.S. Geological Survey re: study on tree thinning and hydrologic response. (link to DRAFT proposal from USGS)

2 p.m. — Adjourn

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Accept the Planning & Zoning Commission Review and Recommendation of Remanded Thunderbird Road Improvements Project

DATE: October 9, 2019

PRESENTED BY: John Avila

COPY

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

Thunderbird Road is a TIDD-eligible project to be designed and built by TSVI. Once completed, it is contemplated that the road be accepted by the Village and dedicated as a public right-of-way. According to the TIDD Master Development Agreement (MDA), Section 4(A), the Village has the right to formally approve construction documents for any component of eligible infrastructure such as Thunderbird Road.

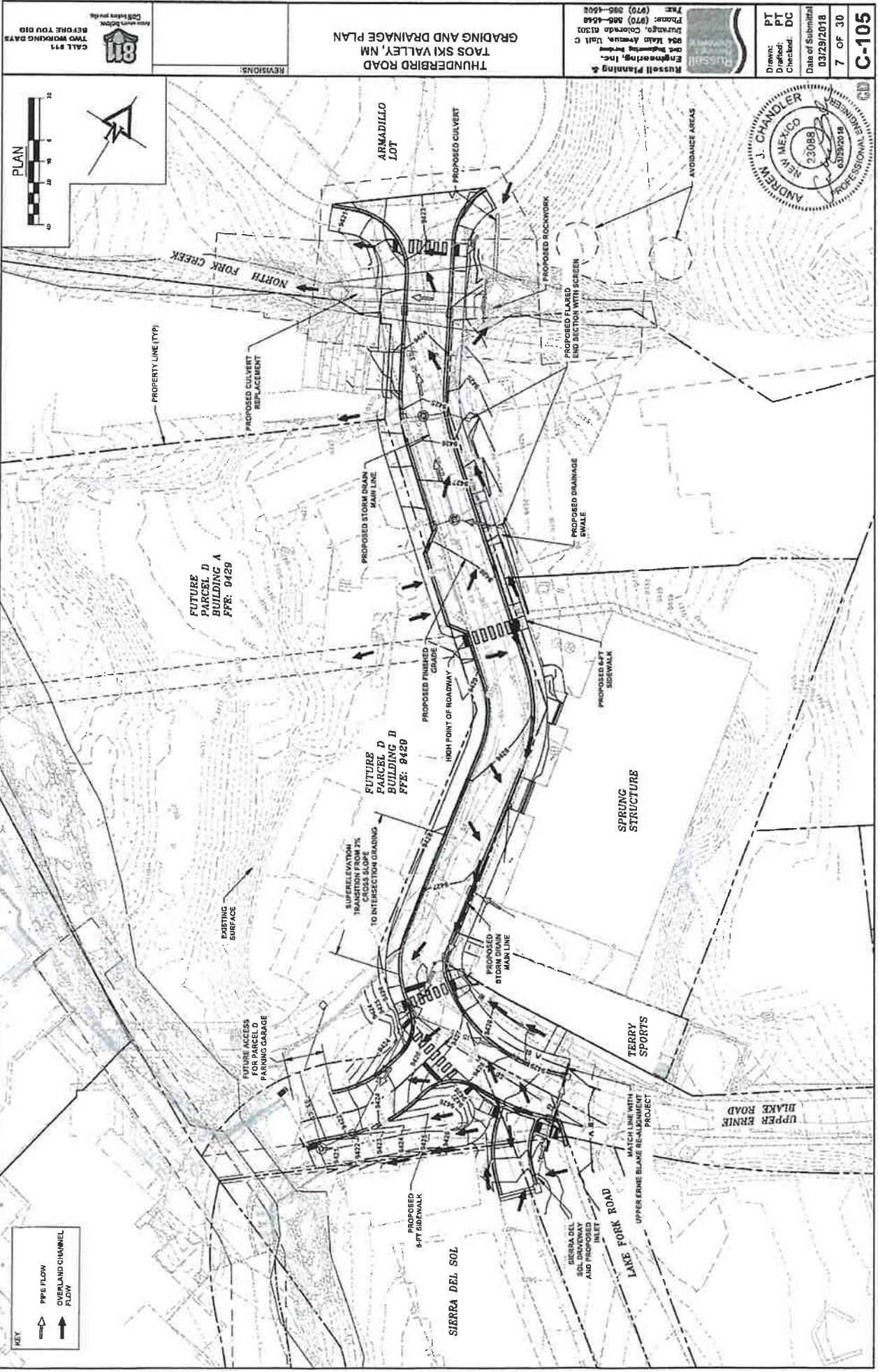
The MDA contemplates that any TIDD project be formally approved by the Village Council (or officers/departments, authorized by direction of the Village Council) before being accepted as public infrastructure. Continuous examination and formal review is necessary because the Village will be assuming the risk and cost, at taxpayer expense, of maintaining this Public Infrastructure over time.

In February 2018, the Village Planning & Zoning Commission recommended that the Village Council begin the process of acquiring private property so that construction of Thunderbird Road could move forward. As the Village Council is authorized to acquire private property, instruct staff, and expend taxpayer funds, Council action is needed.

TSVI's plans appear to contemplate acquisition of private property, as well as the removal of a fence and historic cultural entryway atmosphere and landscaping. This could mean greater expenditure of taxpayer funds (the plans seem to include significant portions of private front yards, so that the acquisition may increase the Village's costs).

Village Staff recommend that Thunderbird Road design be remanded back to the Planning & Zoning Commission for consideration. The Commission considered the matter at the September 9, 2019 meeting and made a recommendation to Council that it approve the 2018 Public Works Director-signed engineering plans, with two conditions:

- that the Village and the Developer work with the Brownells on acquisition of the necessary property, and
- that the Village issue a revocation of the letters which rescinded approval for the Thunderbird Road plans that needed to be addressed



Drawn: PT
 Drafted: PT
 Checked: DC
 Date of Submittal: 03/29/2018
 7 OF 30
C-105

Russell Planning & Engineering, Inc.
 904 Main Avenue, Unit C
 Durango, Colorado 81301
 Phone: (970) 366-4540
 Fax: (970) 366-4502

811
 CALL 811
 TWO WORKING DAYS
 BEFORE YOU DIG
 800 488-6899



**ENCHANTED CIRCLE COUNCIL OF GOVERNMENTS
MEETING AGENDA
March 21, 2024
2:00 P.M.
Virtual Meeting**

The electronic format will allow the Enchanted Circle Council of Governments to conduct the meeting without being physically present and in accordance with the New Mexico Open Meetings Act. Members of the public wishing to watch the meeting can Livestream the meeting or view it in archived format on the Town's website [taosnm.gov](https://www.taosnm.gov) - <https://www.taosnm.gov/259/Public-Meetings---Live-Archive>. Those wishing to submit comments may contact Town Clerk Francella Garcia at (575)751-2004 or email fgarcia@taosnm.gov. To attend virtually, please use meeting attendee link: <https://taosnm.gov/eccog>

1. Call to Order by Chairman, Mayor Pascualito Maestas
2. Roll Call
3. Pledge of Allegiance
4. Moment of Silence
5. Approval of the Agenda
6. Approval of Minutes
 - A. December 7, 2023, Enchanted Circle Council of Governments Meeting Minutes
7. Public Comment – Those wishing to speak, please use the meeting attendee link <https://taosnm.gov/eccog>

8. Old Business

- A. Discussion regarding the JPA approval from the Village of Eagle Nest and the Town of Red River.

9. New Business

- A. Discussion regarding the possible expansion of the Santa Fe Film Office with Executive Director Jennifer LaBar-Tapia with the Santa Fe Film Office.
- B. Discussion of a regional fire/emergency medical services/crisis response team department.
- C. Discussion, consideration, and possible approval of Open Meetings Resolution 24-01. This resolution establishes the schedule of the Enchanted Circle Council of Governments Meetings. Approval of the resolution constitutes reasonable notice of such meetings. (Town of Taos Mayor Maestas)

10. Updates by Enchanted Circle Council of Governments members and guests.

11. Adjournment

**MEMORANDUM OF UNDERSTANDING FOR SHARING OF
RESOURCES AMONG TAOS COUNTY ENTITIES IN CONNECTION
WITH WATER AND WASTEWATER SYSTEMS**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into between and among the undersigned entities, all of whom have responsibility for the provision of water or wastewater services to their constituents and consequently a need for equipment and qualified personnel for the provision of such services. Those entities choosing to enter into this MOU by action of their appropriate governing bodies or officials shall be hereinafter designated as "Parties."

WHEREAS, the Parties are duly organized and constituted organizations, each having an obligation to provide water services and/or wastewater services for its members or constituents; and

WHEREAS, the Parties have a need to comply with applicable federal, state and local environmental and safety standards for the protection of their members and constituents, and in order to comply with those standards have a need for appropriate equipment and qualified personnel, including licensed water and/or wastewater operators; and

WHEREAS, the areas served by the Parties are all located within Taos County, New Mexico, and in relative proximity to each other, making the sharing of resources feasible; and

WHEREAS, the Parties wish to provide for the sharing of resources, including but not limited to equipment and personnel, based on the needs of the Parties from time to time and the availability of resources that can be provided by other Parties, and

WHEREAS, each of the Parties has been or will be authorized to enter into this MOU by action of its duly constituted governing body or other duly authorized officials.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Sharing of Resources as Available:

The Parties agree to share resources, to the extent reasonably available, to minimize the need for each of the Parties to pay the costs of equipment, personnel and other resources that may duplicate those of other Parties.

2. Procedures:

Any Party (the "Requesting Party") may make a request to any other Party or Parties for the loan of equipment or the temporary assignment of personnel or other resources to the Requesting Party to meet a temporary or occasional need that cannot reasonably be met solely with the resources of the Requesting Party. A Party that is willing to provide the resources requested (the "Providing Party") may then enter into a separate agreement, which may be relatively informal but should be documented in writing, for the temporary provision or assignment of the resources requested. Any temporary assignment of personnel shall be only with the willing consent of the personnel

involved. The Requesting Party and the Providing Party shall make such provisions as they deem appropriate for the temporary provision of the resources needed, including geographic location, equipment or personnel to be provided, duration of the time for provision of the resources, and any other provisions they deem appropriate. No Party shall be under an obligation to provide resources if doing so would cause impairment or unreasonable risk in the provision of services owed to that Party's members or constituents.

3. Compensation:

The Requesting Party and the Providing Party may make such provisions as are mutually agreeable between them to provide for compensation to the Providing Party of any costs incurred. If the compensation includes payment for the services of employees, volunteers, officers, or other staff from the Providing Party, such compensation shall be made to the Providing Party and not to the individuals involved, who shall receive only their regular compensation as employees, volunteers, officers, or other staff of the Providing Party. IN NO CASE AND FOR NO PURPOSE shall the employee, volunteer, officer, or other staff member of the Providing Party be deemed to be an employee, volunteer, officer, or other staff member of the Requesting Party as a consequence of any temporary assignment as agreed by the Parties under this MOU.

4. Term:

This MOU shall become effective as to each constituent Party upon that Party's execution of the MOU and notice to the other Parties. This MOU shall continue in effect indefinitely so long as at least two Parties remain, and shall not be limited or terminated by the lapse of time.

5. Termination:

Any Party may terminate its participation in this MOU by notification to the other Parties, and such termination shall be effective immediately upon the completion of such notification.

6. Liability:

A Party to this MOU shall not be responsible for liability incurred because of another Party's acts or omissions in connection with the operation or implementation of this MOU or any provision of resources pursuant to any agreement under this MOU. Each Party shall be solely responsible for the acts or omissions of its officers, employees, volunteers, or agents, to the same extent and limits that such Party may be held responsible under applicable law. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act.

7. Amendment:

This MOU shall not be altered, changed or amended except by an instrument in writing executed by all Parties at the time.

8. No Third-Party Benefits:

This MOU shall not be construed to inure to the benefit of any person or entity not a Party, and nothing in this MOU shall be construed as affecting liability or any immunity with respect to persons or entities not signatory hereto.

9. Scope of MOU:

This MOU shall not be deemed the exclusive agreement of the Parties as to the subject matter hereof, and the Parties or any of them may enter into such additional or subsidiary agreements as they find to be appropriate or advantageous, either under the provisions of this MOU or separate from it.

10. Legal Authority:

This MOU does not change the legal status of the Parties. No organization, committee or group formed or separate agreement entered into under this MOU shall have authority beyond that provided herein, nor is this MOU an expansion of any Party's authority under applicable law.

11. Applicable Law:

This MOU shall be governed by and construed in accordance with the laws of the State of New Mexico.

12. No Effect on Water Rights:

Nothing in his MOU shall be construed to affect in any way the rights to the appropriation and use of ground water or surface water held by any Party under the laws of New Mexico or the regulations and policies of the New Mexico State Engineer.

13. Records:

The Village of Taos Ski Valley (the "Village") will maintain a copy of this MOU and of additional records created under this MOU and provided to the Village, including the Parties' Declarations of Participation as Parties in this MOU. However, the neither the Village nor its Village Clerk shall thereby become a records custodian for any other Party for purposes of the New Mexico Inspection of Public Records Act or under any other laws, rules or regulations. Each Party shall remain entirely and individually responsible for the retention and custody of records generated or received by that Party in connection with this MOU and related activities.

14. Participating Parties:

Entities that may choose to become Parties to this MOU include, but are not necessarily limited to, the following:

- Tres Piedras Mutual Domestic Water Consumers Association
- Llano Quemado Mutual Domestic Water Consumers Association
- Talpa Mutual Domestic Water Consumers Association
- Arroyo Seco Mutual Domestic Water Consumers Association

- Ranchos de Taos Mutual Domestic Water Consumers Association
- Valdez Mutual Domestic Water Consumers and Mutual Sewage Works Association
- Upper Des Montes Mutual Domestic Water Consumers Association
- Upper Arroyo Hondo Mutual Domestic Water Consumers Association
- Lower Des Montes Mutual Domestic Water Consumers and Mutual Sewage Works Association
- San Cristobal Mutual Domestic Water Consumers and Mutual Sewage Works Association
- Lower Arroyo Hondo Mutual Domestic Water Consumers and Mutual Sewage Works Association
- El Salto Mutual Domestic Water Consumers and Mutual Sewage Works Association
- El Valle de Los Ranchos
- La Lama Mutual Domestic Water Consumers Association
- Village of Taos Ski Valley
- University of New Mexico Taos Campus
- El Prado Water and Sanitation District
- West Rim Mutual Domestic Water Users Association

Each entity listed, and any other Taos County entity wishing to do so, may become a Party to this MOU by submitting to the other Parties a Declaration of Participation substantially in the form attached hereto as Exhibit A, providing the information requested and executed on behalf of the entity by an officer authorized to do so.

15. Effect of the Declaration of Participation; Execution of This MOU:

The Declarations of Participation submitted in accordance with the terms of this MOU shall constitute signature pages to this MOU and shall bind the Parties submitting them to the terms of this MOU. Consequently, this MOU may be executed in counterparts, and each such Declaration of Participation shall constitute an executed counterpart of this MOU, all of which together shall comprise this MOU as executed on behalf of the Parties.

FORM OF DECLARATION OF PARTICIPATION APPEARS ON THE FOLLOWING PAGE. A DULY EXECUTED DECLARATION OF PARTICIPATION SUBMITTED TO OTHER PARTIES AS PROVIDED ABOVE WILL CAUSE THE SUBMITTING ENTITY TO BECOME A PARTY TO THIS MEMORANDUM OF UNDERSTANDING WITH FULL

AGENDA

“Green Corridor” Partner Roundtable: Rio Hondo Watershed Plan Land Use

12 p.m. to 2 p.m., Thursday, March 21, 2024

Juan I. Gonzales Agricultural Center Conference Room, 202 Chamisa Rd., Taos

11:30 a.m. - 12 p.m. — Lunch served (please RSVP by email for lunch)

12 p.m. — Welcome and Introductions

- Current stakeholder/contact list for Rio Hondo Watershed Management Plan

12:10 p.m.— Brief update on project purpose, focal areas and meeting schedule

- Link to Rio Hondo Watershed Plan shared folder
- Running database/reports/plans/articles table with external links to documents

12:15 p.m — Presentation: Land Use in the “Green Corridor” area

- Patrick Nicholson, Village of Taos Ski Valley; John Kelly, Taos Ski Valley, Inc.; J.R. Logan, Taos County; Carlos Miera, Cuchilla Ditch; Floyd Archuleta, Lower Des Montes Neighborhood Association.

1:40 p.m. — Updates and Next Steps

- Discussion re: DRAFT proposal from U.S. Geological Survey re: study on tree thinning and hydrologic response. (link to DRAFT proposal from USGS)

2 p.m. — Adjourn

Village of Taos Ski Valley

Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2024-567**, a Resolution to approve participation in Public Employees Retirement Association Municipal Fire Member Coverage Plan 1

DATE: March 22, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village would like to adopt participation in the Public Employees Retirement Association Municipal Fire Member Coverage Plan 1. The Village currently participates in the PERA Municipal Plan 1 and the PERA Municipal Police Plan 1 and would like to adopt the PERA plan for Fire employees, as outlined in the Resolution 2024-567. This participation will better serve the Village as a recruiting incentive.

RECOMMENDATION: Approval of **Resolution No. 2024-567**, a Resolution to approve participation in Public Employees Retirement Association Municipal Fire Member Coverage Plan 1.

RESOLUTION NO. 2024-567

**A RESOLUTION APPROVING PARTICIPATION IN
MUNICIPAL FIRE MEMBER COVERAGE PLAN 1**

WHEREAS, the Public Employees Retirement Act, NMSA 1978, Sections 10-11-1, et seq. (1995), establishes the Public Employees Retirement Association and provides for retirement benefits for employees of affiliated public employers; and,

WHEREAS, the governing board of the Village of Taos Ski Valley has determined that the interests of the Council and its employees will best be served by providing the Municipal Fire Member employees with the benefits of a retirement program; and

WHEREAS, the Public Employees Retirement Act authorizes Municipal Fire Member Coverage Plan 1 (NMSA 1978, Section 10-11-86 through Section 10-11-91, (1995) which provides a plan for retirement of two percent (2%) of final average salary per year of service which would then provide for fifty percent (50%) of final average salary after 25 years of service with a maximum of one hundred percent (100%) of final average salary after 50 years of service, under which the municipal employer contributes twelve and sixty-five hundredths percent (12.65%) of the member's salary to the state retirement fund and the member employee contributes twelve percent (12%) of salary; and

WHEREAS, the governing board of the Village of Taos Ski Valley has determined that the adoption of PERA Municipal Fire Member Coverage Plan 1 is in the best interest of the Village of Taos Ski Valley and of its member employees; and

WHEREAS, the governing board of the Village of Taos Ski Valley has made and will make necessary budgetary provisions to comply with the Public Employees Retirement Act; and

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

That the Public Employees Retirement Association Municipal Fire Coverage Plan 1 be, and the same hereby is, irrevocably adopted as the retirement plan for fire member employees of the Village of Taos Ski Valley to be effective the 1st day of April, 2024; and,

PASSED, SIGNED, APPROVED AND ADOPTED this 22 day of March, 2024.

Christopher Stanek
Mayor
Village of Taos Ski Valley

Attest:

Ann Marie Wooldridge
Village Clerk

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to recognize adjustments to Development Impact Fee (DIF) assessment for TSVI's new Hotel St. Bernard (HSB), accept DIF owed to the Village in the amount of \$304,406.55, and release from escrow a balance of \$725,427.55 for return to TSVI.

DATE: March 22, 2024

PRESENTED BY: John Avila, Village Administrator; John L. Appel, Coppler Law Firm, P.C., Village general counsel.

STATUS OF AGENDA ITEM: New business.

CAN THIS ITEM BE RESCHEDULED: Not recommended.

BACKGROUND INFORMATION: As is well known, the new HSB is presently under construction, and it is anticipated that TSVI will seek a building permit for the upper stories very soon after, if not before, the meeting date of March 22, 2024. Under the New Mexico Development Fees Act (Chapter 5, Article 8, NMSA 1978) and the Village's Zoning Ordinance (Ord. 22-030, Section 23), the DIF should be collected before the building permit is issued.

The history of proceedings related to determination of the DIF for the new HSB is as follows:

On May 9, 2023, the Village issued a construction permit for the foundation and precast concrete portion of the new HSB. At that time, based on submittals provided by TSVI, the Village's building inspector determined that the *gross* DIF for the completed building, *without consideration of offsets and discounts*, would be \$2,029,834. **Exhibit A**, attached. This was based on a non-residential commercial area of 33,635 square feet and an accommodation-hotel area of 51,121 square feet. **Exhibit A**.

In late May or early June 2023, TSVI and the Village entered into an Escrow and Development Agreement under which TSVI paid \$1,000,000 toward the DIF for the new HSB, and placed another \$1,029,834 into escrow pending resolution of any offsets or credits requested by TSVI for the HSB project. That money remains in escrow.

On June 15, 2023, in accordance with the Escrow and Development Agreement, TSVI sent a letter with attached exhibits, attached as **Exhibit B** hereto. TSVI proposes that the DIF of \$2,029,834 should be subject to two offsets in favor of TSVI: (1) a credit of **\$391,709.60** for the pre-existing square footage of the old HSB; and (2) a DIF reduction of **\$333,717.95** under the May 31, 2017 Amended Master Development Agreement ("AMDA") between TSVI and the Village, which provides for a reduction of between 25% and 75% on DIF for TSVI projects, in recognition of other financial benefits that TSVI provides to the Village.

Revisions to DIF areas: Subsequent to the initial determination of DIF by the Village's building inspector, the architects provided updated area calculation totals based on minor design changes as of August 1, 2023. See **Exhibit C**, attached. The architects reported that the revised commercial area of the new HSB is 32,704 square feet and the revised accommodation-hotel area is 51,406 square feet. **Exhibit C**; see also Area Plans provided by the architects in support of these numbers (**Exhibit D**). (Note: These area plans were not provided to the Village until about March 5, 2024, so Village staff was unable to use these materials for verification of the calculations before that date.) Using the revised numbers presented by the architects would reduce the **gross** DIF (without offsets or discounts) to \$2,016,319.40, a reduction of \$13,514.60. (Calculation by general counsel, March 6, 2024. See DIF rate sheet attached as **Exhibit E**.) Since this is a very small reduction (about 0.67 percent), TSVI proposed not to seek any change in the original Village assessment calculation of \$2,029,834.

On March 6, 2024, we were provided copies of the Area Plans that are attached as **Exhibit D**. A preliminary independent calculation of total areas by Village counsel, *assuming the areas are appropriately characterized by the architects* and subject to possible revision, yields a **gross** DIF (without offsets or discounts) of \$2,066,983.30, which is 1.8 percent higher than the Village's original calculation and 2.5 percent higher than the calculation shown in **Exhibit C**. See attached spreadsheet, **Exhibit F**.

Given the minor inconsistencies in the calculation of the fee due for the new HSB, the Village administration will work with TSVI to "true up" the final DIF owed before a certificate of occupancy is issued for the building. This is consistent with the admonition that: "Assessments of an impact fee shall be made at the earliest possible time. Collection of the impact fee shall occur at the latest possible time." NMSA 1978, § 5-8-8(A) (1993). The parties agree that the original assessment may be modified if there is a change in design or in other factors that would result in a significant increase in the DIF. (See, e.g., NMSA 1978, § 5-8-8(F), which provides that an earlier assessment may be increased to the level of current impact fees if there is a change in the amount of the fees between the original assessment and the time of payment.)

Preexisting development: TSVI's request for preexisting development credit is based on detailed as-built drawings and square footage calculations for the old HSB, which have been provided to the Village and are attached hereto as **Exhibit G**. The calculation is based on a non-residential commercial area of 7,037 square feet and an accommodation-hotel area of 9,382 square feet, for a total preexisting development credit of \$391,709.60.

A credit for the preexisting structure is consistent with applicable law. Development impact fees may be assessed only against "new development," which includes new construction or an increase in the size or burden of an existing structure *if that has the effect of increasing the number of service units*. NMSA 1978, § 5-8-2(I) and (L) (1993). Consequently, where a preexisting structure is removed or demolished as part of land redevelopment, the municipality may charge a DIF only on the number of service units by which the new development exceeds the preexisting development. *Cresta Bella, LP v. Poway Unified Sch. Dist.*, 160 Cal. Rptr. 3d 437, 218 Cal. App. 4th 438 (Cal. Ct. App. 2013) (apartment complex replaced by larger new apartment complex);

Warmington Old Town Assocs. v. Tustin Unified Sch. Dist., 125 Cal. Rptr. 2d 744, 101 Cal. App. 4th 840 (Cal. Ct. App. 2002) (apartment units replaced by larger single-family homes); *Southern Ariz. Home Builders Assoc. v. Town of Marana*, 522 P.3d 671 (Ariz. 2023) (holding that new sewage treatment facility could be paid for from development fees only to the extent that it served new development rather than preexisting development).

Consequently, it is general counsel's opinion that the request for a credit based on the DIF that would have been attributable to the old HSB is reasonable, and is consistent with applicable law.

DIF reduction based on AMDA: The AMDA provides for a DIF reduction of between 25% and 75% for TSVI projects. TSVI in the present case is requesting a reduction of only 25%, the minimum to which it would be entitled under the AMDA. Therefore, the proposed reduction appears to be reasonable and consistent with the AMDA.

Result of approval by the Council: If TSVI's request is approved by the Council, the DIF assessment for the new HSB *after offsets and discounts* will be **\$1,304,406.55**, as shown in the calculation on page 2 of **Exhibit B**. Of this amount, \$1,000,000 has already been paid to the Village, and the remaining \$304,406.55 will be paid from the funds presently held in escrow. The remaining funds in escrow, \$725,427.55, will be released to TSVI.

RECOMMENDATION: The Village Administrator and Village general counsel recommend approval of the adjustments requested by TSVI and distribution of the escrow funds as described herein.

Exhibit A

Village of Taos Ski Valley
Planning & Community Development Department
Development Impact Fee Assessment Sheet



The Village of Taos Ski Valley assesses and collects Development Impact Fees for all new property development and expansion. Ordinance 2022-30 and Resolution 2022-502 duly adopted, provide for the follow Development Impact Fees:

Development Impact Fees - per Square Foot

Land Use	Public Safety Facilities	Transportation Facilities	Parks and Public Spaces	Wastewater System Development	Water System Development	Total - per Square Foot
<u>Residential</u>						
Single Family	\$ 1.65	\$ 2.09	\$ 1.46	\$ 2.79	\$ 1.51	\$ 9.50
Multifamily	\$ 3.38	\$ 3.02	\$ 3.00	\$ 5.67	\$ 3.07	\$ 18.14
<u>Nonresidential</u>						
Commercial	\$ 4.12	\$ 5.95	\$ -	\$ 7.87	\$ 4.26	\$ 22.20
<u>Accommodations</u>						
Hotel	\$ 4.64	\$ 4.17	\$ 4.12	\$ 7.90	\$ 4.27	\$ 25.10

In conjunction with the issuance of a Certificate of Compatibility, Development Impact Fees are hereby assessed for the following project:

Hotel St. Bernard

Project Name

Total Square Footage: 51,121

Land Use Category: Hotel

Total Square Footage: 33,635

Land Use Category: Commercial

Calculation: $51,121 \times \$25.10 = \$1,283,137$

Calculation: $33,635 \times \$22.20 = \$746,697$

\$ $\$1,283,137 + \$746,697 = \$2,029,834$

Total Assessed Amount

Development Impact Fees are due prior to the issuance of a Village of Taos Ski Valley Building Permit. No Building Permit will be issued, nor can any property development or construction activity begin until all Development Impact Fees have been paid in full. The initial assessed amount may be revised, pending submission of the final building permit plan set.

Received by Applicant (print): PETER J. TALLY Applicant

(signature): Peter J. Tally * 5/2/23 Date Received by

Applicant: Vice President

* RECEIVED BUT AMOUNT NOT AGREED. PTT

VILLAGE OF TAOS SKI VALLEY

P.O. Box 100, 7 Firehouse Road, Taos Ski Valley N.M. 87525
Telephone: 575-776-8220 Fax: 575-776-1145

CONSTRUCTION PERMIT APPLICATION

PERMIT NO. 23-557

DATE April 06, 2023

Name/Address Hotel St. Bernard

112 Sutton Place, Taos, Ski Valley, NM 87525

Legal Lot: Block: Subdivision: Tax I.D.#

Owner Name Taos Ski Valley, Inc. (TSVI)

Phone

Mailing Address 116 Sutton Place, Taos Ski Valley, NM 87527

Email

Architect/Engineer Page Southerland Page, Inc.

Phone 720-390-3027

Address 370 17th street, Suite 5625

Email mreilly@pagethink.com

Developer/Agent Taos Ski Valley, Inc. (TSVI)

Phone

Address 116 Sutton Place, Taos Ski Valley, NM 87527

Email

Contractor Bradbury Stamm Construction Taos, LLC

Phone 505-765-1200

Address PO Box 10850 Abq. NM 87184

Email tnunn@bradburystamm.com

Contractor License # 398260 Type GB98 Project Description Foundation and Precast for Hotel St. Bernard Replacement

Certificate of Compatibility ☒

Approved prior to permit ☒ Yes ☐ No ☐ N/A

Occupancy Class/Group

Current Zoning

PERMIT TYPE: Building ☒ Excavation ☐ Demolition ☐ Roof ☐ Repair ☐

Retaining wall ☐ Storage Bldg > 120 SF ☐ Deck above grade ☐ Alteration ☐

BUILDING PERMIT FEES: Based on project valuation. Enter contract amount below as a total.

Building: Living area 116,715 SF Garage 14,270 SF Decks 3,162 SF Pd ☐ N/A

PERMIT FEE: Total Valuation 23,604,220 X Fee (IRC Appendix L) \$ 36,931.22 ☐ ☐ ☐

PLAN REVIEW FEE @ 65% PERMIT COST \$ 24,005.29 ☐ ☐ ☐

TOTAL PERMIT FEES \$ 60,936.51 ☐ ☐ ☐

IMPACT FEES / DEVELOPMENT FEES:

Village DIF (Residential single \$9.50 / multi \$18.14) X SF \$ ☐ ☐ ☒

Village DIF (Non-residential commercial \$22.20) X SF 33,635 \$ 746,697.00 ☐ ☐ ☐

Village DIF (Accommodations Hotel 25.10 X SF 51,121 \$1,283,137.00 ☐ ☐ ☐

Total Impact Fees/Development Fees \$2,029,834.00

TOTAL ADMINISTRATIVE FEES \$2,090,770.51 ☒ by jB

Adjustments new total \$ initials

NOTE: Separate permits are required for electrical, plumbing, mechanical and lp gas systems from the New Mexico Construction Industries Division (CID).

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION. IT IS MY RESPONSIBILITY TO REVIEW THE APPROVED PLANS AND ANY COMMENTS THAT ARE CONTAINED THEREON AND SEE THAT THE STRUCTURE AND/OR PROJECT IS BUILT IN COMPLIANCE WITH ALL APPLICABLE CODES.

I acknowledge that I will report NM CRS using 20-430 Village of Taos Ski Valley TIDD Code.

Tyler Nunn

Digitally signed by Tyler Nunn
DN: cn=Tyler Nunn, email=tnunn@bradburystamm.com, o=Bradbury Stamm Construction, Inc., c=US
Reason: I am approving this document.
Date: 2023.04.11 15:43:01 -0500

SIGNATURE OF CONTRACTOR

DATE

Building Official approval Jalmar Bowden 05/09/2023

DATE

Application approval by Building Official is application only, not construction approval Rev. 03-24-2022



Exhibit B

June 15, 2023

Village of Taos Ski Valley
Village Council
7 Firehouse Road
Taos Ski Valley, NM 87525
Attn: Mayor Pro-Tem Wittman

Re: Taos Ski Valley, Inc.'s ("TSVI") Request for Adjustments and Reductions to the Village Staff's DIF Assessment dated May 2, 2023 ("Staff's DIF Assessment") for TSVI's Hotel St. Bernard Redevelopment Project ("HSB Project").

Dear Mayor Pro-Tem Wittman and Council,

The purpose of this letter is to formally submit our request for adjustments and reductions to the Development Impact Fees ("DIF") assessed on TSVI's HSB Project ("Request"). Pursuant to the Escrow and Development Agreement recently entered into by TSVI and the Village of Taos Ski Valley ("Village"), TSVI funded a total of \$2,029,834 of DIF per the DIF Assessment, with \$1,029,834 being held in escrow until a final, total DIF amount for the HSB Project is determined. Per the Escrow Agreement TSVI hereby submits its Request for consideration of DIF adjustments and reductions on or before June 15, 2023.

The Staff's DIF Assessment reflects a maximum potential amount without any acknowledgement of applicable adjustments and reductions per the existing Amended Master Development Agreement recorded May 31, 2017 ("AMDA"), between the Village, TSVI, and the Village of Taos Ski Valley TIDD; and, required reductions according the New Mexico Development Impact Fees Act ("Act") and VTSV Ordinance No. 2022-30 ("Ordinance"). In support of TSVI's Request we submit calculations that reflects the adjustments and reductions TSVI is entitled to for:

- Necessary reductions according to the Act and Ordinance for pre-existing square footage of the original Hotel St. Bernard ("HSB") at the time redevelopment commenced. (Pre-existing HSB Square Footage Reduction); and,
- A minimum adjustment per the Amended and Restated Master Development Agreement between TSVI, the Village and the VTSV TIDD. (AMDA Adjustment).

Attached you will see our HSB Development Impact Fee Calculation spreadsheet [Exhibit A](#) that shows the following adjustments:

The Pre-existing HSB Square Footage Reduction

§5-8-2(I) of the New Mexico Development Impact Fees Act ("Act") defines "impact fees" as fees imposed on new development "to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development"; and, §5-8-5(B),(D) of the Act further prohibits the use of DIF for "repair, operation or maintenance of existing or new capital improvements or facility expansions" and "upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development". Both the Act and VTSV Ordinance No. 2022-30 ("Ordinance") define "new development" as certain activities "any of which increases the number of service units". Taken together, the definitional languages of the Act and Ordinance makes clear that impact fees are solely conditioned on **new service units**, which the New Mexico courts affirmed in *Keeran 1, LLC v City of Albuquerque*. NMCA No. A-1-CA-37507.



Therefore, when applicable, the DIF calculation must reflect any pre-existing infrastructure the development site has in place prior to redevelopment. The Staff's DIF Assessment does not recognize the 9,382 square feet of pre-existing hotel space or 7,037 square feet of pre-existing commercial space in the HSB when redevelopment commenced in the fall of 2022. The calculations for the pre-existing space at current DIF rates result in a \$391,710 reduction to which TSVI is entitled.

The AMDA Adjustment

TSVI been an exceptional partner to the Village, delivering or currently constructing approximately \$35,000,000 worth of infrastructure to the Village in the categories of Transportation (e.g. roads), Parks and Recreation (e.g. river walks and plaza space), Water and Wastewater (e.g. new water and sewer lines) while receiving approximately \$7 million dollars of reimbursement from the TIDD to date. As a part of this partnership, the §7(A) of the AMDA states that any DIF assessed against TSVI "**shall be subject to a reduction** of between twenty-five (25%) and one hundred percent (100%), which shall be mutually agreed upon by the Village and TSVI at the time that such fees would be payable". For the HSB Project TSVI requests the minimum adjustment of 25% to the DIF Assessment which results in a minimum reduction of \$333,718 to which TSVI is entitled.

Summary

In summary, TSVI calculates and requests a finalized DIF amount of \$1,304,406.55 for the HSB Project, which is broken down as follows:

Original Assessment	\$2,029,834.10
Less: Pre-existing SF	(\$391,709.60)
<u>Less: AMDA adj.</u>	<u>(\$333,717.95)</u>
Revised Assessment	\$1,304,406.55

Per the Escrow and Development Agreement, TSVI has funded the Village \$1,000,000 of DIF for the project. In addition, TSVI funded \$1,029,834.10 into an escrow account. Based on our request above, \$304,406.55 of the escrow funds would be distributed to the Village with the balance of \$725,427.55 being returned to TSVI.

In support of this request are the following documents:

- HSB Development Fee Calculation (Exhibit A)
- Schedule of square footage of the redeveloped HSB and the pre-existing facility to show the incremental increase of the project. (Exhibit B)

We appreciate your attention and consideration on this matter and are committed to a fair and equitable solution, continuing our excellent partnership with the Village.

Best Regards,

Chaz Rockey
CFO and Board Member
Taos Ski Valley, Inc.

Hotel St. Bernard
Development Impact Fee Calculation
June 15, 2023

Exhibit A

<u>HOTEL</u>		<u>Public Safety</u>	<u>Transportation</u>	<u>Parks/Rec</u>	<u>Wastewater</u>	<u>Water</u>	<u>Total</u>
Rate		\$ 4.64	\$ 4.17	\$ 4.12	\$ 7.90	\$ 4.27	\$ 25.10
Original Fee*	51,121	\$ 237,201.44	\$ 213,174.57	\$ 210,618.52	\$ 403,855.90	\$ 218,286.67	\$ 1,283,137.10
Less: Prior SF Credit	(9,382)	\$ (43,532.48)	\$ (39,122.94)	\$ (38,653.84)	\$ (74,117.80)	\$ (40,061.14)	\$ (235,488.20)
Net SF Fee	41,739	\$ 193,668.96	\$ 174,051.63	\$ 171,964.68	\$ 329,738.10	\$ 178,225.53	\$ 1,047,648.90
Less: MDA Adjustment	25%		\$ (43,512.91)	\$ (42,991.17)	\$ (82,434.53)	\$ (44,556.38)	\$ (213,494.99)
Net DIF Due		\$ 193,668.96	\$ 130,538.72	\$ 128,973.51	\$ 247,303.58	\$ 133,669.15	\$ 834,153.92

<u>COMMERCIAL</u>		<u>Public Safety</u>	<u>Transportation</u>	<u>Parks/Rec</u>	<u>Wastewater</u>	<u>Water</u>	<u>Total</u>
Rate		\$ 4.12	\$ 5.95	\$ -	\$ 7.87	\$ 4.26	\$ 22.20
Original Fee*	33,635	\$ 138,576.20	\$ 200,128.25	\$ -	\$ 264,707.45	\$ 143,285.10	\$ 746,697.00
Less: Prior SF Credit	(7,037)	\$ (28,992.44)	\$ (41,870.15)	\$ -	\$ (55,381.19)	\$ (29,977.62)	\$ (156,221.40)
Net SF Fee	26,598	\$ 109,583.76	\$ 158,258.10	\$ -	\$ 209,326.26	\$ 113,307.48	\$ 590,475.60
Less: MDA Adjustment	25%		\$ (39,564.53)	\$ -	\$ (52,331.57)	\$ (28,326.87)	\$ (120,222.96)
Net DIF Due		\$ 109,583.76	\$ 118,693.58	\$ -	\$ 156,994.70	\$ 84,980.61	\$ 470,252.64
Net DIF Due		\$ 303,252.72	\$ 249,232.30	\$ 128,973.51	\$ 404,298.27	\$ 218,649.76	\$ 1,304,406.55
Paid to Date							\$ 1,000,000.00
Balance Due							\$ 304,406.55

Distribution of Escrowed Funds

TSVI	\$ 725,427.45
VTSV	\$ 304,406.55
	<u>\$ 1,029,834.00</u>

*Per DIF Assessment provided by Village staff on May 2, 2023

Exhibit B

HOTEL ST BERNARD NET BUILDING AREA TOTALS

PODIUM - NET AREA									
Location	Guest Rooms		Retail	F&B	F&B BOH	Spa & Wellness	Spa BOH	F&B Exterior	Spa Exterior
BASEMENT					Central F&B				
Sub Total					1,939				
GROUND FLOOR			Allee Retail			Public Spa Area & Pool			Exterior Pools
Sub Total			771			8,658	1,722		409
FIRST FLOOR									Outdoor Showers
Sub Total									57
OVERALL AREA			771		1,939	8,658	1,722		361
									139
									187
									1,942

LODGE - NET AREA									
Location	Guest Rooms		Retail	F&B	F&B BOH	Spa & Wellness	Spa BOH	F&B Exterior	Spa Exterior
FIRST FLOOR				Dining Room, Bar & Lounge	Prep Kitchen			Deck Seating	
Sub Total				4,368	3,894				
SECOND FLOOR	King (6)	2,910							
	King Deluxe (5)	2,665							
	Double Queen (4)	2,132							
	1BR Suite (3)	3,157							
Sub Total		10,864							
THIRD FLOOR	King (6)	2,910							
	King Deluxe (4)	2,132							
	Double Queen (5)	2,665							
	1BR Suite (4)	4,168							
Sub Total		11,875							
FOURTH FLOOR	King (1)	492							
	Studio Suite (3)	2,144							
	1 BR Penthouse (1)	1,908							
	2 BR Penthouse (1)	2,738							
Sub Total		7,282							
OVERALL AREA		30,021		4,368	3,894			3,848	

CHALET ALPENHOF - NET AREA									
Location	Guest Rooms		Retail	F&B	F&B BOH	Spa & Wellness	Spa BOH	F&B Exterior	Spa Exterior
FIRST FLOOR					Pool F&B			Pool Seating	
Sub Total					198				
SECOND FLOOR	2 BR Flat	2,029							
	3 BR Flat	2,094							
Sub Total		4,123							
THIRD FLOOR	2 BR Flat	2,029							
	3 BR Flat	2,094							
Sub Total		4,123							
FOURTH FLOOR	Penthouse (1)	3,391							
Sub Total		3,391							
OVERALL AREA		11,629			198			565	

CHALET MAYER - NET AREA									
Location	Guest Rooms		Retail	F&B	F&B BOH	Spa & Wellness	Spa BOH	F&B Exterior	Spa Exterior
FIRST FLOOR				Bistro	Kitchen			Bistro Terrace	
Sub Total				2,091	2,698				
SECOND FLOOR	2 BR Flat (3)	4,882							
Sub Total		4,882							
THIRD FLOOR	Penthouse (1)	4,589							
Sub Total		4,589							
OVERALL AREA		9,471		2,091	2,698			943	

SUMMARY - NET AREA									
Location	Hotel		Commercial					Commercial Outdoor	
	Guest Rooms		Retail	F&B	F&B BOH	Spa & Wellness	Spa BOH	F&B Exterior	Spa Exterior
BASEMENT					8,899				
GROUND FLOOR			771			8,658	1,722		1,942
FIRST FLOOR				6,458				5,356	
SECOND FLOOR		19,864							
THIRD FLOOR		20,583							
FOURTH FLOOR		10,672							
OVERALL AREA		51,122	771	6,458	8,729	8,658	1,722	5,356	1,942
	Total Hotel SF:	51,123	Total Commercial SF:	26,338					
HISTORIC HSB	Total Hotel SF:	9,382	Total Commercial SF:	5,678					
DELTA	Total Hotel SF:	41,739	Total Commercial SF:	20,660					

HISTORIC HSB NET BUILDING AREA TOTALS

HOTEL - NET AREA

Location	Guest Rooms	Retail	F&B	F&B BOH	Spa & Wellness	Spa BOH
BASEMENT				Snack Kitchen 209	Hot Tub 730 Yoga 171	34
Sub Total				209	661	34
FIRST FLOOR		Shop 53	Dining Room 1,098 Bar 250 Lounge 281 Cafe 147	Dining Room Kitchen 1,089 Back of Bar 161		
Sub Total		53	3,476	1,245		
SECOND FLOOR	Standard Room (10) 1,864 Room 28 601					
Sub Total	2,465					
THIRD FLOOR	Apartment 683					
Sub Total	683					
OVERALL AREA	3,148	53	3,476	1,454	661	34

F&B Exterior	Spa Exterior
Burger Deck Seating 1359	
1,359	
1,359	

A-FRAMES - NET AREA

Location	Guest Rooms	Retail	F&B	F&B BOH	Spa & Wellness	Spa BOH
FIRST FLOOR	Single Rooms (3) 1,095 Paired Rooms (4) 1,056					
Sub Total	2,151					
SECOND FLOOR	Room 18 375 Room 19 375					
Sub Total	750					
OVERALL AREA	2,901					

F&B Exterior	Spa Exterior

CHALET ALPENHOF - NET AREA

Location	Guest Rooms	Retail	F&B	F&B BOH	Spa & Wellness	Spa BOH
FIRST FLOOR	Guest Rooms (4) 1,240					
Sub Total	1,240					
SECOND FLOOR	Guest Rooms (4) 1,240					
Sub Total	1,240					
THIRD FLOOR	Apartment 853					
Sub Total	853					
OVERALL AREA	3,333					

F&B Exterior	Spa Exterior

SUMMARY - NET AREA

Hotel		Commercial				
Location	Guest Rooms	Retail	F&B	F&B BOH	Spa & Wellness	Spa BOH
BASEMENT				209	661	34
FIRST FLOOR	3,391	53	3,476	1,245		
SECOND FLOOR	4,455					
THIRD FLOOR	1,536					
OVERALL AREA	9,382	53	3,476	1,454	661	34
Total Hotel SF:	9,382	Total Commercial SF:			5,678	

Commercial Outdoor	
F&B Exterior	Spa Exterior
1,359	
1,359	
Total Commercial Outdoor SF:	1,359

HART HOWERTON

NEW YORK · SAN FRANCISCO

Exhibit C

Mr. John Avila
Village of Taos Ski Valley
Village Administrator

February 12, 2024
Re: Hotel St. Bernard DIF Assessment

Dear Mr. Avila,

I am writing you this letter in regard to the Hotel St. Bernard project currently under construction in the Village of Taos Ski Valley, NM regarding specifically to provide you the results of our analysis of the current square footage calculations used to determine the Development Impact Fees (DIF). As part of the Certificate of Compatibility our office Hart Howerton worked with Patrick Nicholson your Director of Planning and Community Development to set and calculate the areas of the proposed Hotel St. Bernard that determine the DIF, this culminated in a letter produced by Patrick and Signed by Peter Talty on 5/2/2023 in accordance to the direction of compliance with the Certificate of Compatibility requirements. Between the design package issued for the Certificate of Compatibility dated 2/17/2023 and the design package issued for permit to VTSV dated 8/1/2023 we have re-evaluated the square footage used to determine the DIF as evidenced in the signed 5/2/2023 TSV Assessment 5_02_2023 have not substantially changed and reflect the current design submitted for permit.

Please note that the DIF calculated SF indicated in the 5/2/2023 letter indicated the following:

- Hotel = 51,121 SF
- Commercial = 33,635 SF
- Total = 84,756 SF

The Current DIF Calculated SF that reflects the design in the current Permit Set dated 8/1/2023 are:

- Hotel = 51,406 SF
- Commercial = 32,704 SF
- Total = 84,110 SF

Given these current SF numbers have a less than 1% variation in the Village's favor we feel confident that VTSV can continue process the outstanding Building permit



10 E 40th Street, 39th Floor
New York, NY 10016

212 951 3100
harthowerton.com



Application with the current DIF indicated in the signed 5/23/3023 TSV
Assessment 5_02_2023 document.

Sincerely,

A handwritten signature in black ink, appearing to read "A. James Tinson", with a long horizontal flourish extending to the right.

Albert J. Tinson
Chief Executive Officer



Exhibit D

FLOOR PLAN GENERAL NOTES

CONSTRUCTION TYPE LEGEND

1. EXISTING CONSTRUCTION

2. NEW CONSTRUCTION

3. REMOVED CONSTRUCTION

4. EXISTING CONSTRUCTION

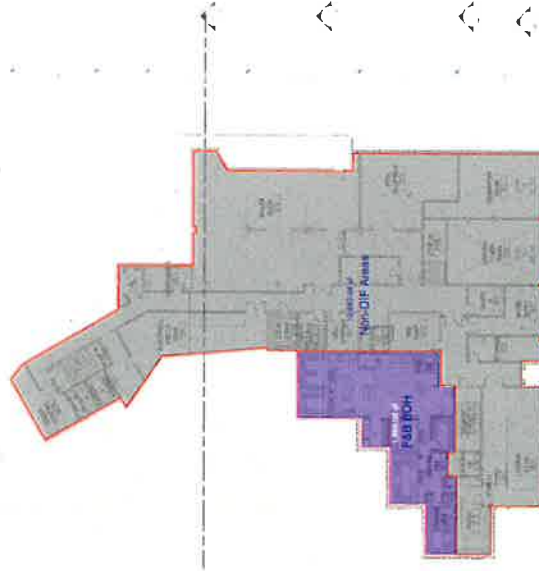
5. NEW CONSTRUCTION

TAOS SKI VALLEY
HOTEL ST. BERNARD
112 SUTTON PLACE
TAOS SKI VALLEY NEW MEXICO 87525



ARCHITECTURAL - OVERALL FLOOR PLAN - LEVEL B1

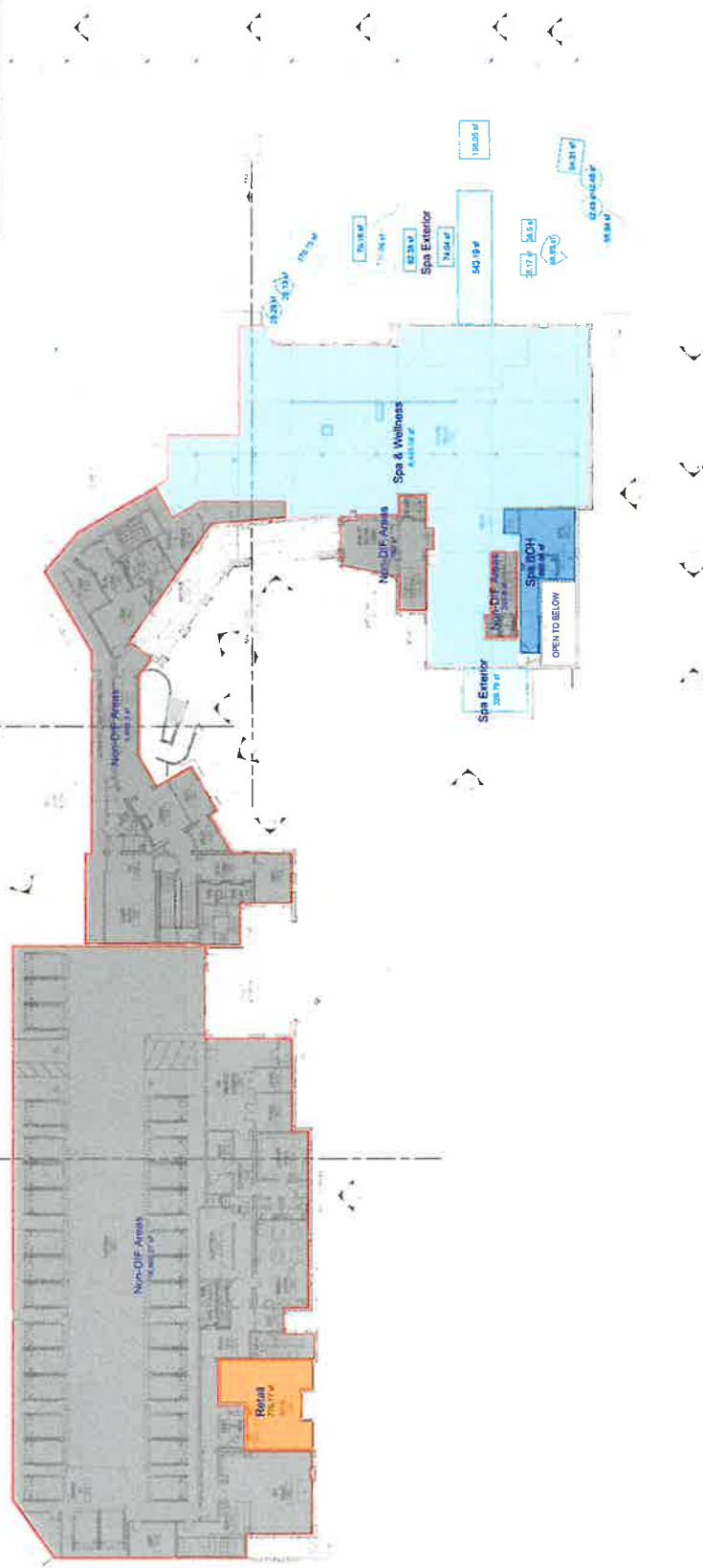
A-099



2 ARCHITECTURAL - OVERALL FLOOR PLAN - LEVEL B1



1 ARCHITECTURAL - OVERALL FLOOR PLAN - LEVEL B2



Hotel St. Bernard Exhibit

Main Level 01- Area Plans

Shown on Permit Set Plans dated 7/31/2023.

FLOOR PLAN GENERAL NOTES

CONSTRUCTION TYPE LEGEND

1.00

2.00

3.00

4.00

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87.00

88.00

89.00

90.00

Hotel St. Bernard Exhibit

Second Level 02- Area Plans

Shown on Permit Set Plans dated 7/31/2023.

FLOOR PLAN GENERAL NOTES

CONSTRUCTION TYPE LEGEND

1. EXISTING

2. NEW

3. REMOVED

4. OTHER

5. UNDEVELOPED

6. UNDEVELOPED

7. UNDEVELOPED

8. UNDEVELOPED

9. UNDEVELOPED

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11. UNDEVELOPED

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68. UNDEVELOPED

69. UNDEVELOPED

70. UNDEVELOPED

71. UNDEVELOPED

72. UNDEVELOPED

73. UNDEVELOPED

74. UNDEVELOPED

75. UNDEVELOPED

HOTEL ST. BERNARD

112 SUTTON PLACE
TAOS SKI VALLEY, NEW MEXICO 87525

Page/



ARCHITECTURAL - OVERALL FLOOR
PLAN - LEVEL 02

A-102



1 ARCHITECTURAL - OVERALL FLOOR PLAN - LEVEL 02

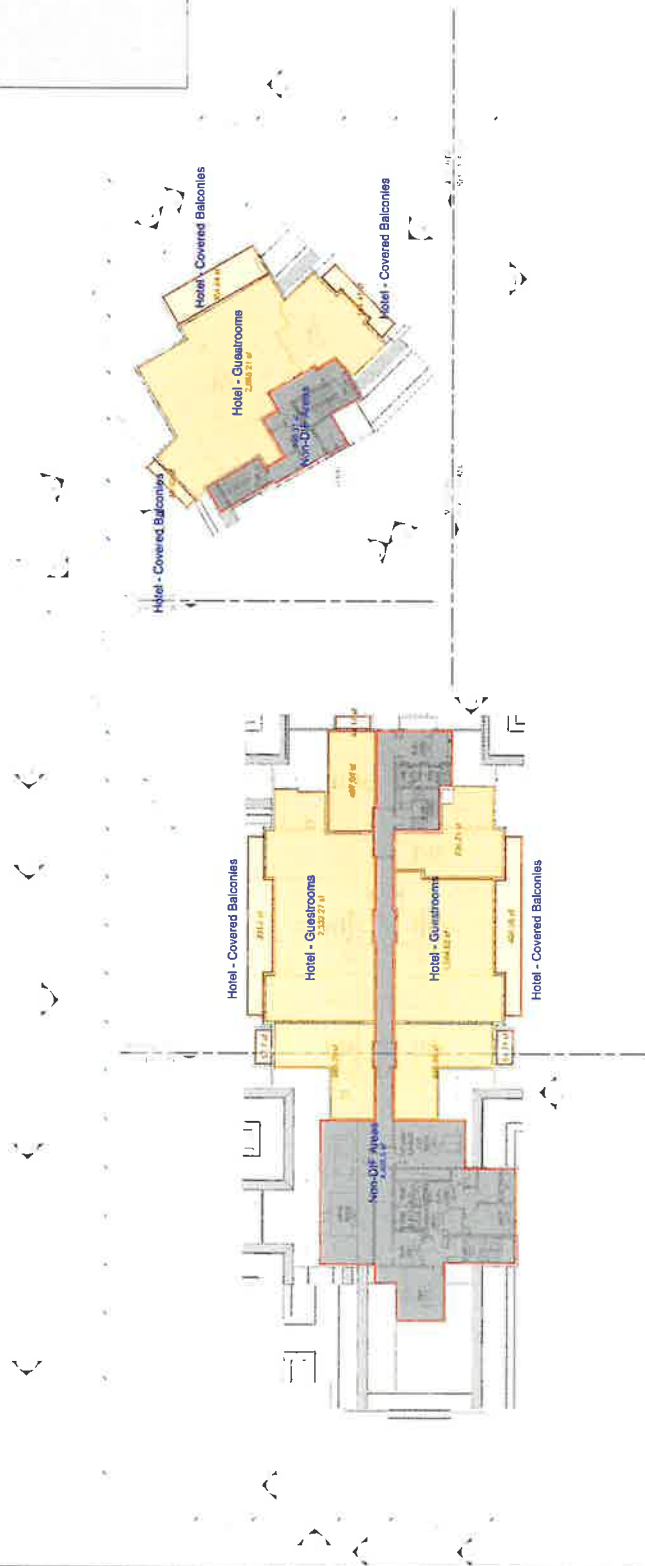


Exhibit A: Development Impact Fees - per Square Foot

Land Use	Public Safety Facilities	Transportation Facilities	Parks and Public Spaces	Wastewater System Development	Water System Development	Total - per Square Foot
<u><i>Residential</i></u>						
Single Family	\$ 1.65	\$ 2.09	\$ 1.46	\$ 2.79	\$ 1.51	\$ 9.50
Multifamily	\$ 3.38	\$ 3.02	\$ 3.00	\$ 5.67	\$ 3.07	\$ 18.14
<u><i>Nonresidential</i></u>						
Commercial	\$ 4.12	\$ 5.95	\$ -	\$ 7.87	\$ 4.26	\$ 22.20
<u><i>Accommodations</i></u>						
Hotel	\$ 4.64	\$ 4.17	\$ 4.12	\$ 7.90	\$ 4.27	\$ 25.10

Exhibit E

HOTEL ST. BERNARD**Exhibit F****Architect's Areas for DIF Calculation - From Permit Set Plans 7/31/23**

Note: All figures are in square feet except dollar totals at bottom of the sheet.

Level	Commercial		Hotel Accom.	
	Interior	Exterior	Interior	Exterior
Basement B1	1889.04			
Ground Level 00	776.17	329.79		
	8849.56	28.26		
	663.04	29.13		
		70.16		
		170.15		
		136.96		
		62.38		
		74.04		
		543.19		
		136.05		
		38.17		
		36.50		
		49.92		
		94.31		
		42.49		
		42.48		
		95.94		
Main Level 01	1340.67	668.26		
	2381.82	483.61		
	4357.53	104.93		
	353.55	616.92		
	2621.98	503.38		
	2222.11	245.75		
		196.93		
		43.99		
		212.90		
		518.79		
		180.61		
		86.66		
		296.80		
		590.40		
		332.75		

Second Level 02

1090.52	288.23
530.44	178.60
1102.99	44.04
540.20	553.55
489.34	42.39
484.44	42.39
480.24	42.39
533.58	42.39
531.38	100.95
529.84	42.39
517.17	42.59
482.06	180.73
487.20	190.45
487.98	192.60
533.94	114.80
532.80	255.05
530.81	40.69
991.89	40.69
1853.44	
1678.40	
1713.07	
1266.25	
1443.31	

Second Level 03

995.60	75.89
530.44	77.01
1191.31	53.34
540.20	108.18
489.34	45.90
484.44	45.90
480.24	45.90
533.59	45.90
531.38	111.92
529.84	45.90
533.06	97.61
1033.63	42.39
482.07	42.39
487.20	42.39
487.97	42.39
533.94	100.95
532.61	42.59
530.80	180.75
991.88	190.45

			1853.44	298.38
			1678.41	366.80
			3761.50	40.69
				40.69
Second Level 04			699.29	57.70
			2332.27	391.70
			497.04	44.17
			695.88	53.71
			1584.82	408.05
			736.71	66.92
			2858.21	354.64
				144.41
SUBTOTALS:	25455.47	7062.60	47448.40	6140.53
TOTAL COMMERCIAL:	32518.07		\$721,901.15	
TOTAL HOTEL:	53588.93		\$1,345,082.14	
COMMERCIAL + HOTEL:			\$2,066,983.30	

HART HOWERTON

NEW YORK · SAN FRANCISCO

Mr. John Avila
Village of Taos Ski Valley
Village Administrator

Exhibit G (Part 1)

February 26, 2024
Re: Hotel St. Bernard DIF Assessment

Dear Mr. Avila,

I am writing you this letter in regard to the Hotel St. Bernard project currently under construction in the Village of Taos Ski Valley, NM regarding specifically to provide you further information on the determination of area totals of the original Hotel St. Bernard. As part of our professional due diligence, we hired Living Designs Group Architects (LDG Architects) to create detailed as-built drawings documenting the original building as well as 3-D laser scans of the original structures and interiors. From these attached documents we based square footage calculations used to determine the Development Impact Fees (DIF).

Please note that the original Hotel St. Bernard areas listed in the 5/2/2023 letter are based on the following calculations:

- **Hotel Guest Rooms**
 - **Hotel Building**
 - Standard Rooms (10) = 1,864 SF
 - Room 28 = 601 SF
 - Apartment = 683 SF
 - **Subtotal = 3,148 SF**
 - **A-Frame Buildings**
 - Single Rooms (3) = 1,095 SF
 - Paired Rooms (4) = 1,056 SF
 - Rooms 18 & 19 (2) = 750 SF
 - **Subtotal = 2,901 SF**
 - **Chalet Alpenhof**
 - Guest Rooms (8) = 2,480 SF
 - Apartment = 853 SF
 - **Subtotal = 3,333 SF**
 - **Hotel Total = 9,382 SF**
- **Commercial Areas**
 - **Hotel Building**
 - Retail Shop = 53 SF



▪ Food & Beverage	
• Dining Room =	1,998 SF
• Bar =	650 SF
• Lounge =	681 SF
• Café =	147 SF
• Subtotal =	3,476 SF
▪ Food & Beverage Back of House	
• Snack Kitchen =	209 SF
• Dining Kitchen =	1,080 SF
• Back of Bar =	165 SF
• Subtotal =	1,454 SF
▪ Spa & Wellness	
• Hot Tub =	330 SF
• Hot Tub BOH =	34 SF
• Yoga =	331 SF
• Subtotal =	695 SF
▪ Commercial Exterior Areas	
• Burger Deck =	1,359 SF
• Subtotal =	1,359 SF
○ Commercial Total =	7,037 SF

The above listed square footage are in accordance to the Request for Adjustments and Reductions to the Village Staff's DIF Assessment dated June 15th 2023 from Chaz Rockey CFO and Board Member Taos Ski Valley, Inc. to Mayor Pro-Tem Wittman and Council. This represents the historic documented spaces of 9,382 SF of Hotel space and 7,037 SF of Commercial Space. and was recorded in the as built plans package attached.

Sincerely,



Albert J. Tinson
Chief Executive Officer

Attachments: *HSB _ HISTORIC HSB - DIF Areas_20230516*



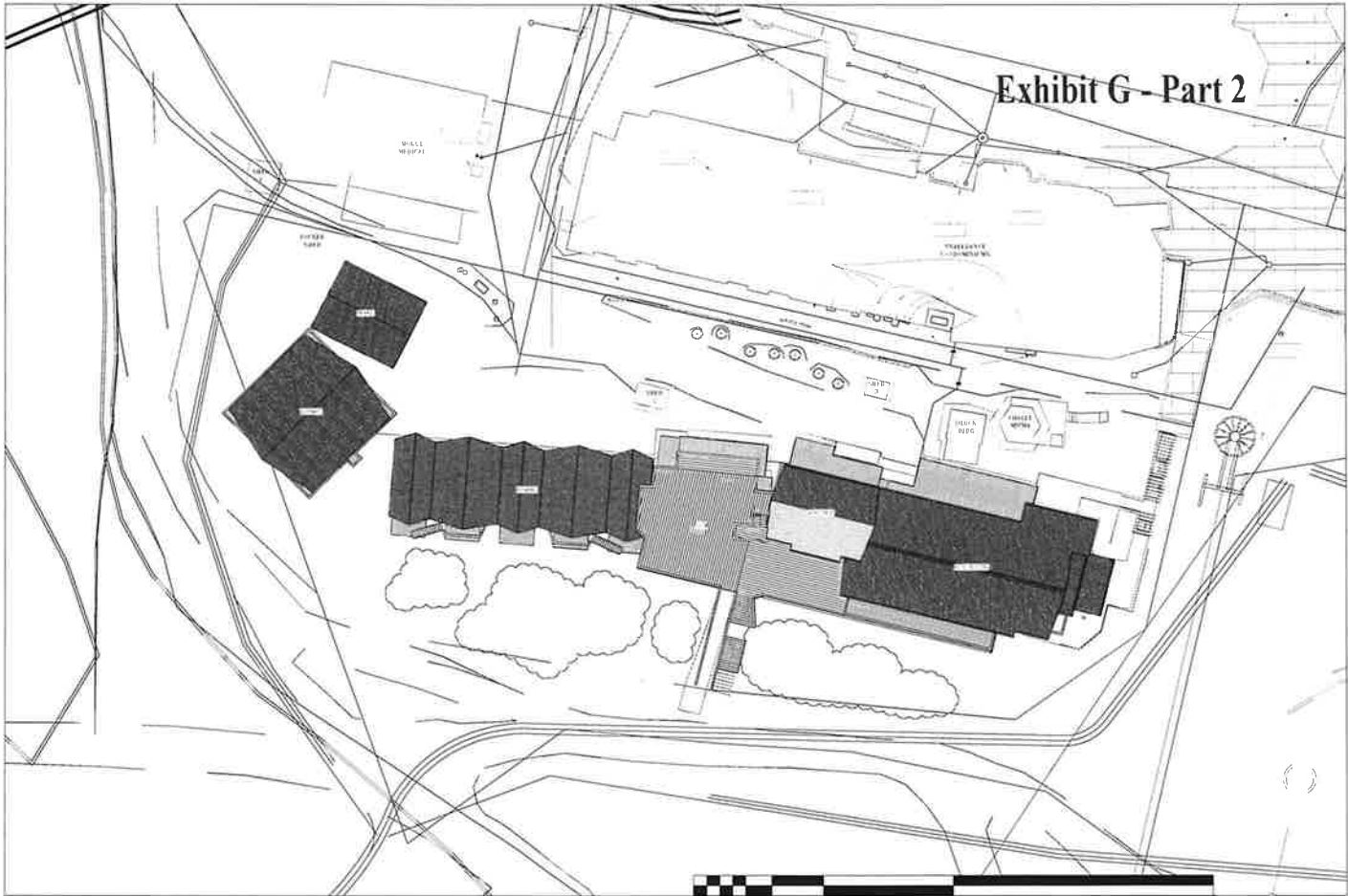


Exhibit G - Part 2

LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

PROJ. NO. 021-055
DATE 7/26/01
DESIGNED FOR AS-BUILT DRAWINGS

REVISIONS

DRAWN BY JCB
APPROVED BY JCB

SCALE 1/8" = 1'-0"

SITE PLAN

AE-001

BAR
3 SINKS
4 TOILETS
2 URINALS

LOUNGE
X SINKS?

KITCHEN
3 SINKS
1 TOILET

ROOM 28
2 SINKS
1 TOILET
1 SHOWER
1 HOT TUB

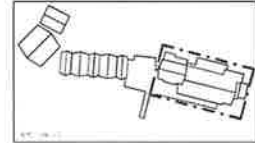
HOTEL APT
1 SINK
1 TOILET
1 SHOWER

ROOM 1-10
10 SINKS
10 TOILETS
10 SHOWERS

AMENITY
1 SINK
1 HOT TUB

A FRAMES
9 SINKS
9 TOILETS
9 SHOWERS

ALPENHOF
9 SINKS
9 TOILETS
9 SHOWERS



LIVING DESIGNS GROUP
ARCHITECTS

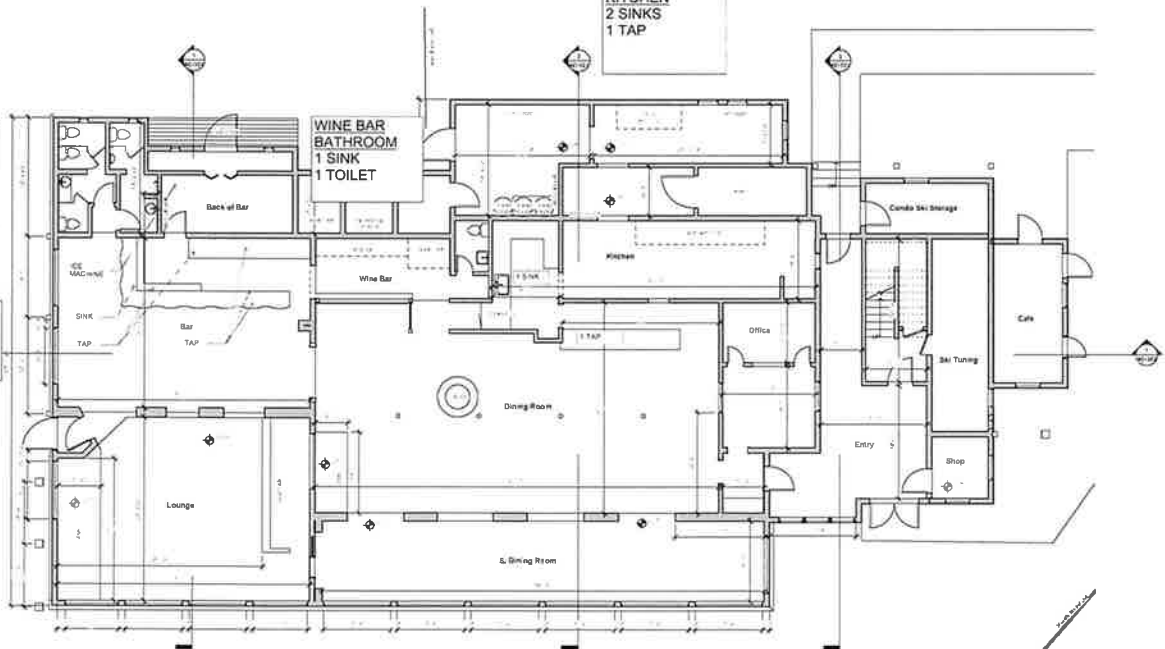
112 SUTTON PL. VTSV, NM 87525

BAR
BATHROOMS
2 SINKS
4 TOILETS
2 URINALS

BAR
1 SINK
2 WATER TAPS
2 BEER TAPS

WINE BAR
BATHROOM
1 SINK
1 TOILET

KITCHEN
2 SINKS
1 TAP



HOTEL ST. BERNARD

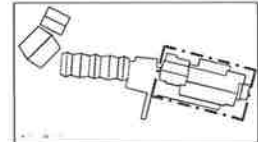
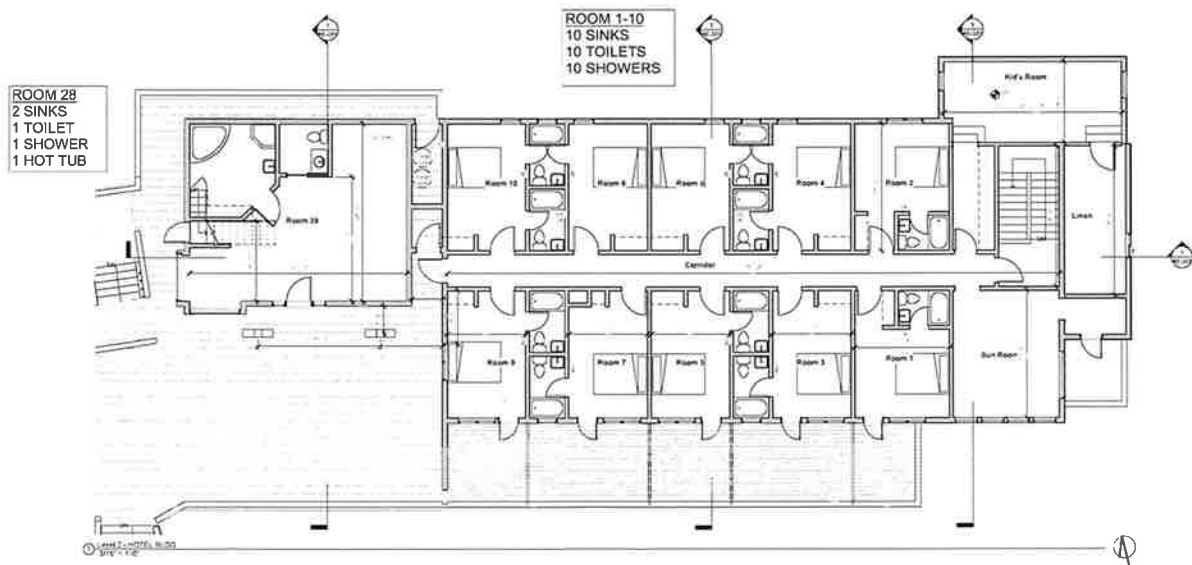
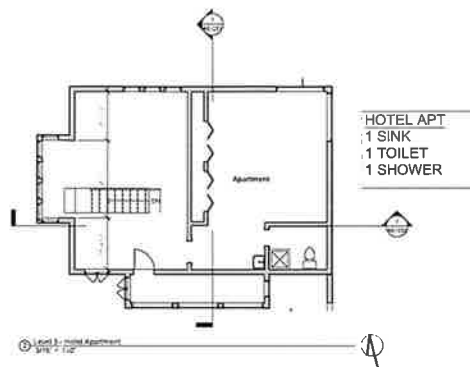
112 SUTTON PL. VTSV, NM 87525

PROJ. NO. 2021-055
DATE 2/20/21
SHEET NO. AS-BUILT DRAWINGS

DRAWN BY JCB
APPROVED BY JCB
SCALE As indicated

**HOTEL
BUILDING -
LEVEL 1**

AE-101



LIVING DESIGNS GROUP
ARCHITECTS

112 SUTTON PL VT, VT 05401
802.244.1111

HOTEL ST. BERNARD

112 SUTTON PL VT, VT 05401

PROJECT NO. 2021-055
DATE: 2/20/21
DESIGNED FOR: AS-BUILT DRAWINGS

REVISIONS

DESIGNED BY: JCB
APPROVED BY: LJO

SCALE: As indicated

HOTEL
BUILDING -
LEVEL 2

AE-102

LIVING DESIGNS GROUP
ARCHITECTS

112 SUTTON PL. VTSV, NM 87525

HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

PROJ. NO. 2021-055
DATE 3/20/21
SCALE 3/16" = 1'-0"
AS-BUILT DRAWINGS

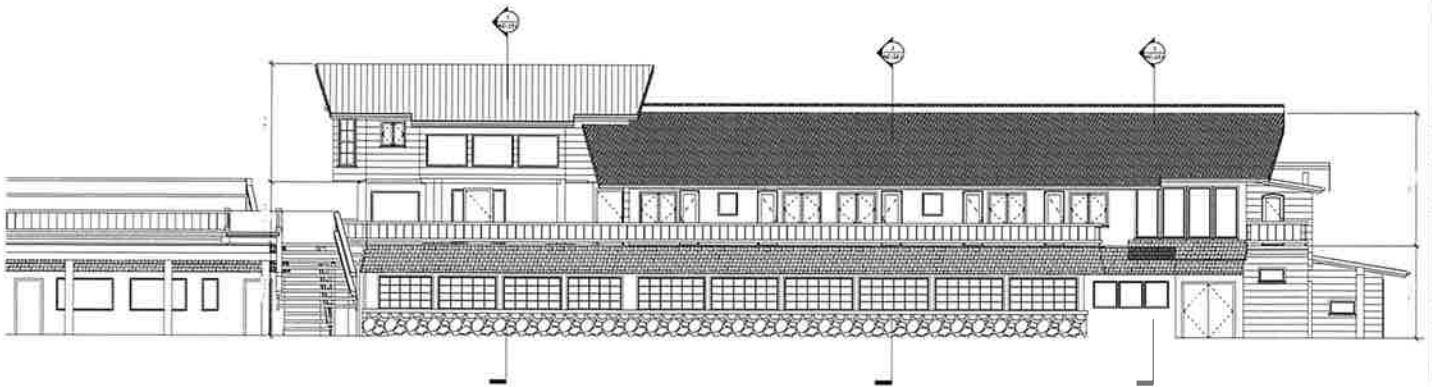
REVISIONS
NO. DATE DESCRIPTION

DRAWN BY AP/MS/BSM
SCALE 3/16" = 1'-0"
HOTEL -
ELEVATIONS

AE-201



① HOTEL BUILDING - EAST
3/16" = 1'-0"



② HOTEL BUILDING - SOUTH
3/16" = 1'-0"



© HOTEL ST. BERNARD / AE-202
SHEET 1 OF 2



© HOTEL ST. BERNARD / AE-202
SHEET 1 OF 2

LIVING DESIGNS GROUP
ARCHITECTS

112 SUTTON PL VT, VT 05401

HOTEL ST. BERNARD

112 SUTTON PL VT, VT 05401

PROJ NO 2021-055

ISSUE DATE 2/2021

ISSUED FOR AS-BUILT DRAWINGS

ELEVATIONS

DRAWN BY JDS

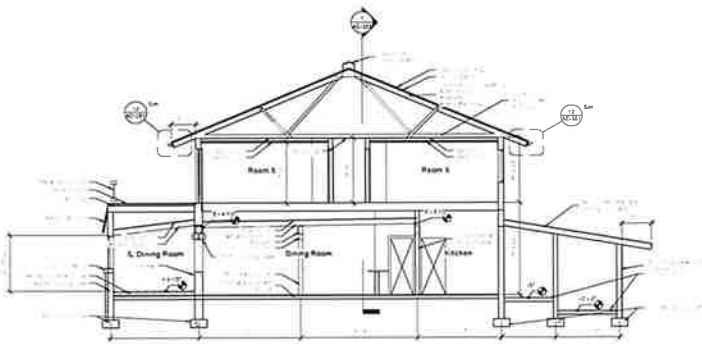
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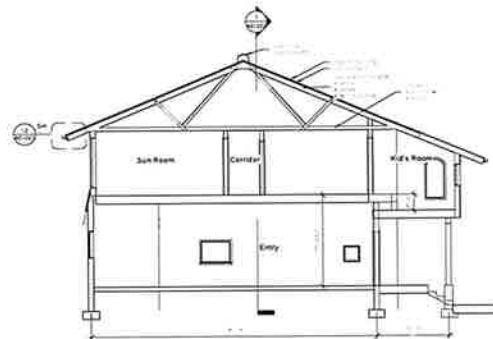
HOTEL -

ELEVATIONS

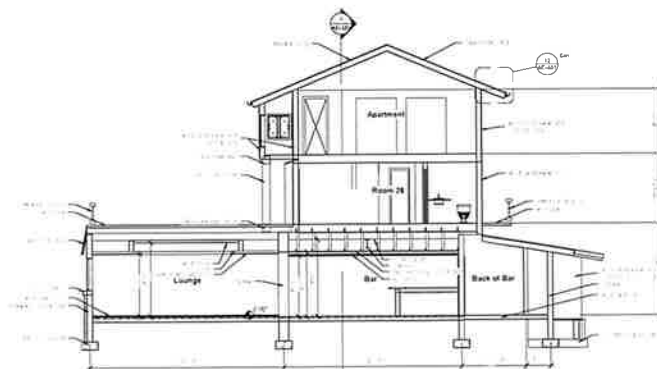
AE-202



HOTEL BLDG - SECTION @ DINING RM
3/16" = 1'-0"



HOTEL BLDG - SECTION @ ENTRY
3/16" = 1'-0"



HOTEL BLDG - SECTION @ BAR
3/16" = 1'-0"



LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD
112 SUTTON PL. VTSV, NM 87525

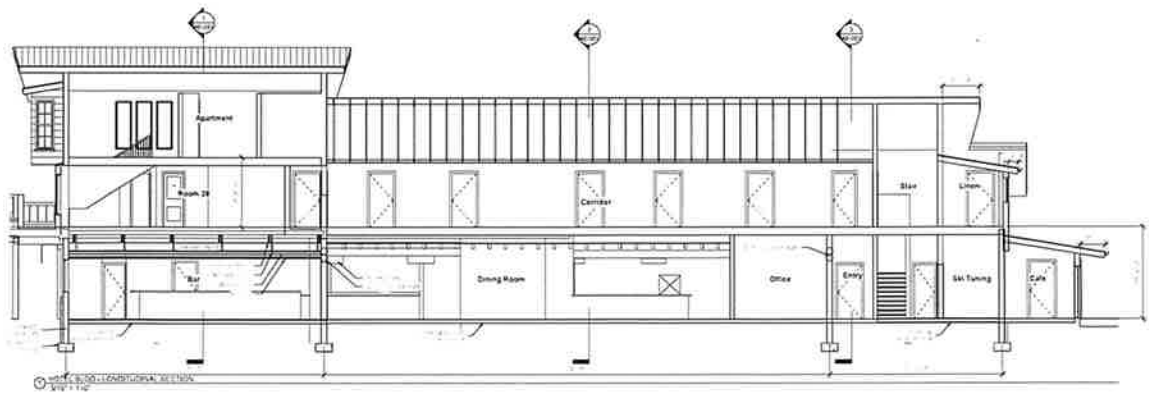
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DATE: 05/01/21
DRAWN BY: LDO
CHECKED BY: LDO
REVISIONS:

DRAWN BY: LDO
APPROVED BY: LDO

SCALE: As indicated

HOTEL -
BUILDING
SECTIONS

AE-301



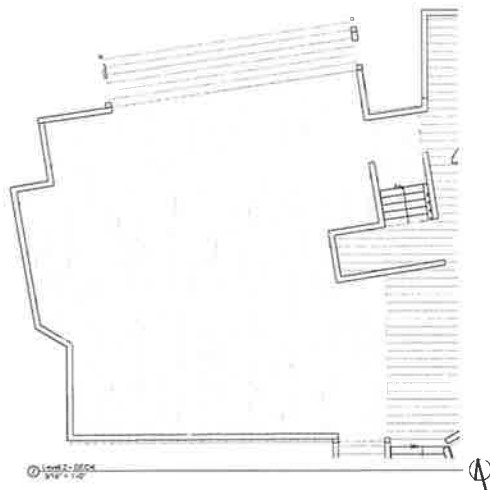
LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD
112 SUTTON PL VTSV, NM 87525

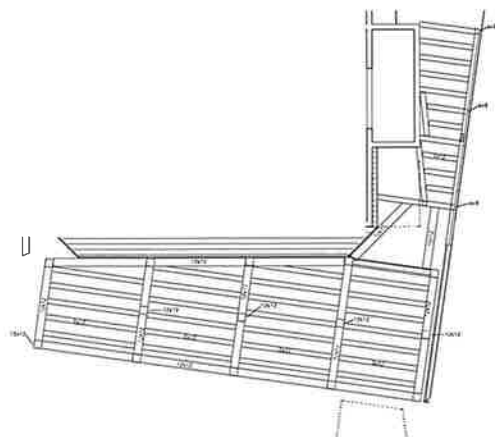
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CHECKED BY: JLB
REVISIONS:

DRAWN BY: JLB
APPROVED BY: JLB
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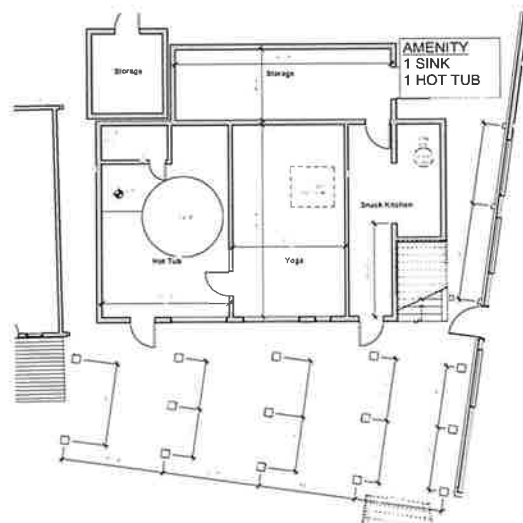
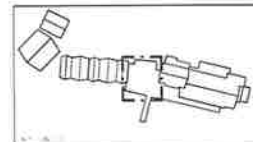
**HOTEL -
BUILDING
SECTIONS**
AE-302



① LOBBY DECK
1/8" = 1'-0"



② HOT TUB/YOGA
1/8" = 1'-0"



③ HOT TUB/YOGA
1/8" = 1'-0"

LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

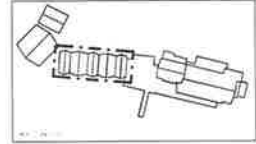
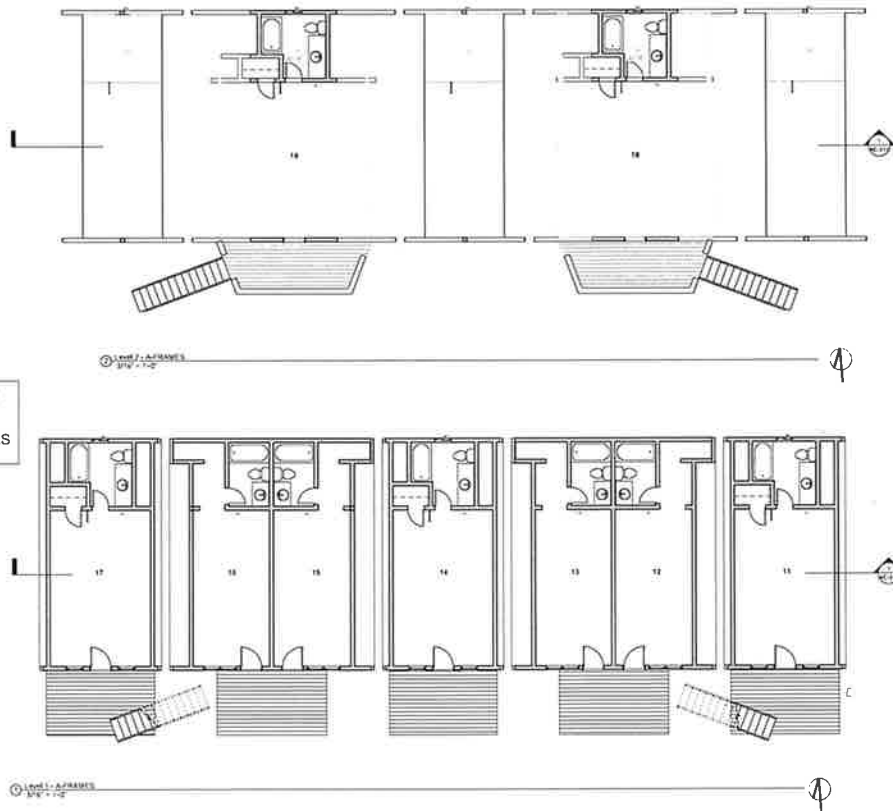
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DATE: 04/14/21
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CHECKED BY: JDB
AS-BUILT DRAWINGS

DRAWN BY: JDB
APPROVED BY: JDB
SCALE: As indicated

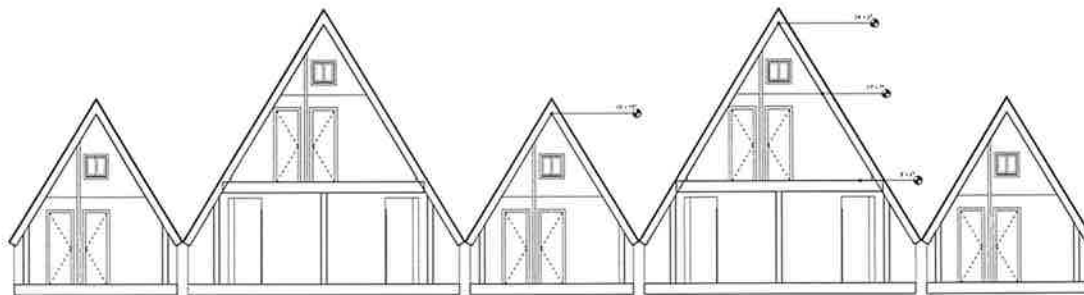
**HOT
TUB/YOGA &
DECK**

AE-103

A FRAMES
9 SINKS
9 TOILETS
9 SHOWERS



LIVING DESIGNS GROUP ARCHITECTS <small>112 SUTTON PL. VTSV, NM 87525</small>	
HOTEL ST. BERNARD 112 SUTTON PL. VTSV, NM 87525	
REG. NO. 2021-055	SCALE DATE 3/5/21
ISSUED FOR AS-BUILT DRAWINGS	
REVISIONS 10/21 10/21 10/21	
SCALE As indicated	JOB LOG
AE-111	



① A-FRAME CROSS SECTION
1/8" = 1'-0"

LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

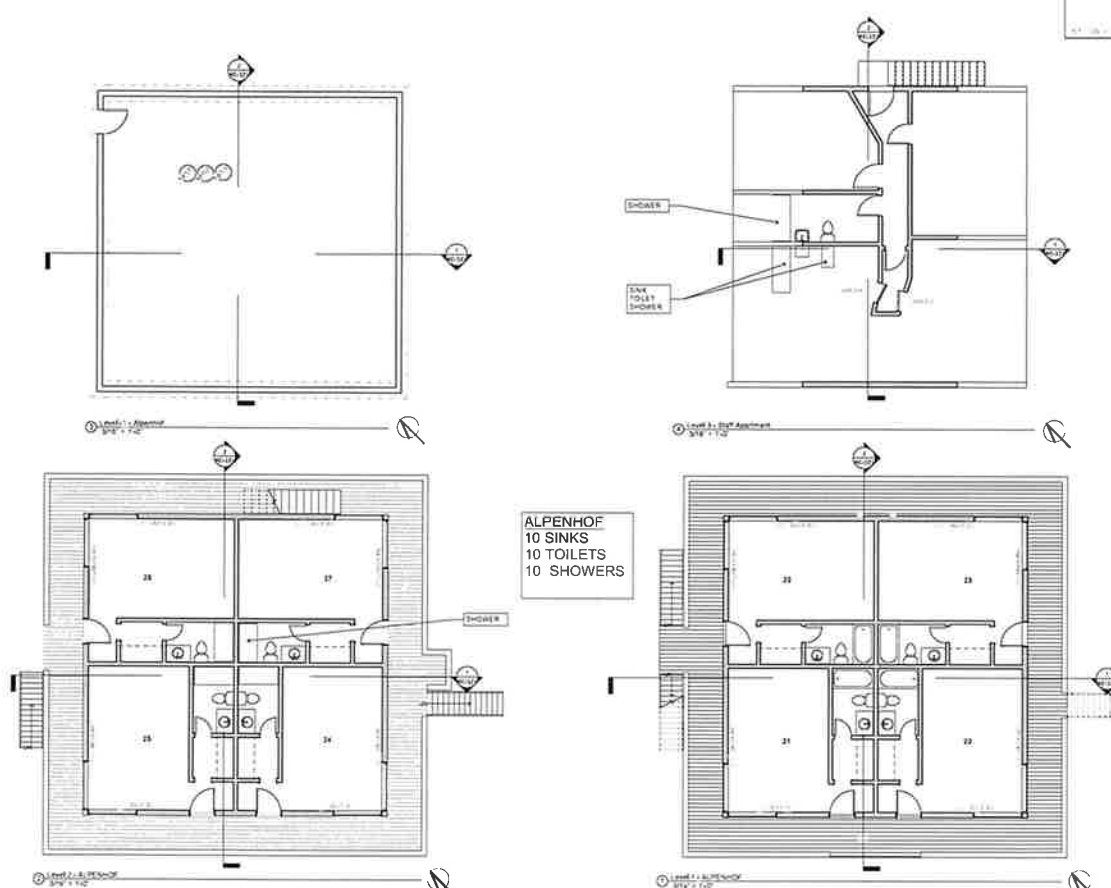
112 SUTTON PL. VTSV, NM 87525

PROJ. NO. 2021-055
ISSUE DATE 08/21
ISSUED FOR AS-BUILT DRAWINGS

GRANTED BY JOB
APPROVED BY LDO

SCALE 1/8" = 1'-0"
A-FRAME
SECTIONS

AE-311



LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD
112 SUTTON PL. VTSL, NM 87525

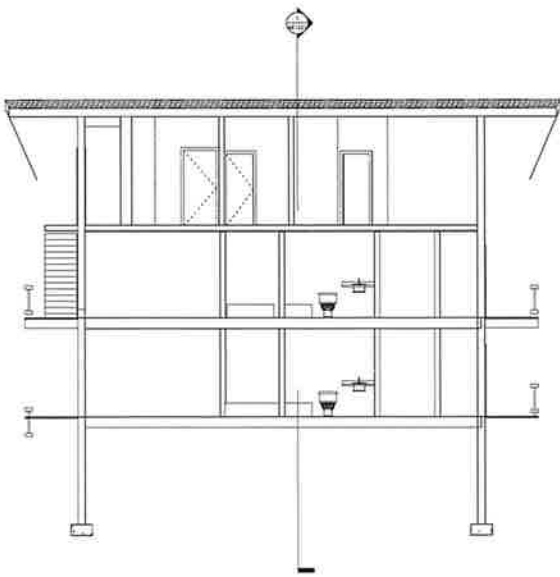
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DESIGNED BY JLB
DRAWN BY JLB
CHECKED BY JLB
APPROVED BY JLB

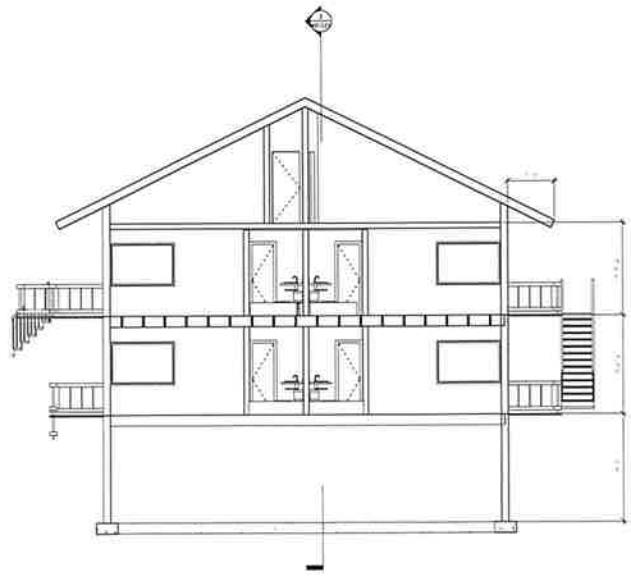
SCALE As indicated

ALPENHOF

AE-121



ALPENHOF - SECTION 2
1/8" = 1'-0"



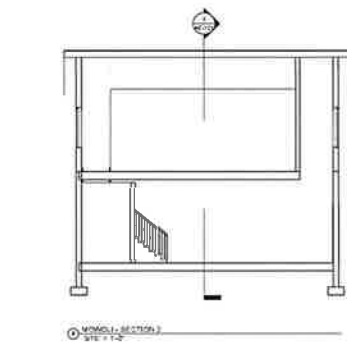
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1/8" = 1'-0"

LIVING DESIGNS GROUP
ARCHITECTS

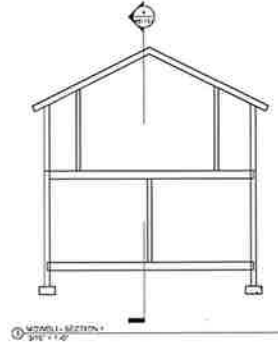
HOTEL ST. BERNARD

112 SUTTON PL VTSV, NM 87525

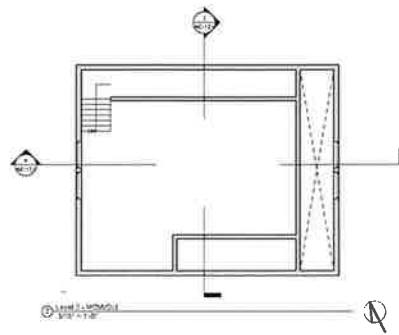
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ISSUE DATE	2021
ISSUED FOR	AS-BUILT DRAWINGS
REVISED	
DATE	
QUANTITY	208
APPROVED BY	100
SCALE	1/8" = 1'-0"
ALPENHOF -	
BUILDING	
SECTIONS	
AE-321	



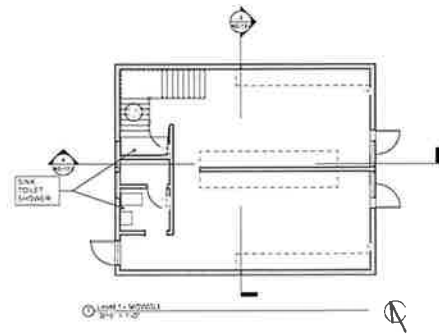
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SITE 1-1-2



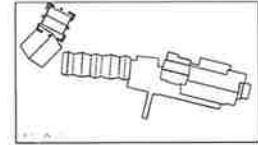
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SITE 1-1-2



FLOOR PLAN 1-1
SITE 1-1-2



FLOOR PLAN 1-1
SITE 1-1-2



LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

112 SUTTON PL VTSV, NM 87525

PROJ. NO. 2021-055
DATE 2021
DRAWN FOR AS-BUILT DRAWINGS
REVISIONS
DRAFTED BY JDB
APPROVED BY LDB
SCALE As indicated
MOWGLI

AE-131

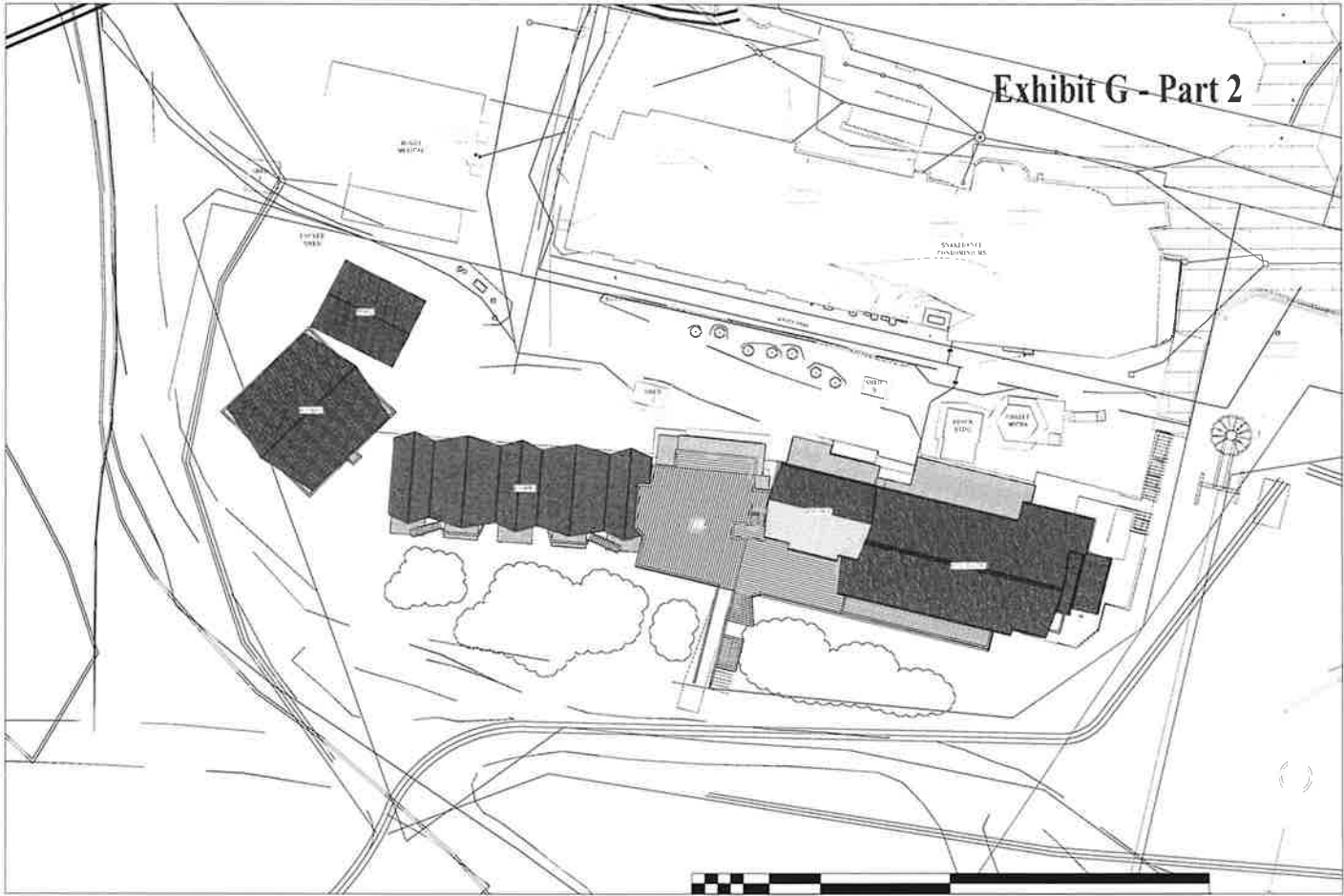


Exhibit G - Part 2

LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

112 SUTTON PL. VTSV. NM 87525

PROJ. NO. 2021-055
SHEET 04/01
COURTESY
AS-BUILT DRAWINGS

REVISIONS
1. 11/21/21

DRAFTED BY: LDB
APPROVED BY: LDB

SCALE: 1/8" = 1'-0"

SITE PLAN

AE-001

BAR
3 SINKS
4 TOILETS
2 URINALS

LOUNGE
X SINKS?

KITCHEN
3 SINKS
1 TOILET

ROOM 28
2 SINKS
1 TOILET
1 SHOWER
1 HOT TUB

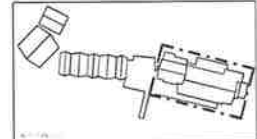
HOTEL APT
1 SINK
1 TOILET
1 SHOWER

ROOM 1-10
10 SINKS
10 TOILETS
10 SHOWERS

AMENITY
1 SINK
1 HOT TUB

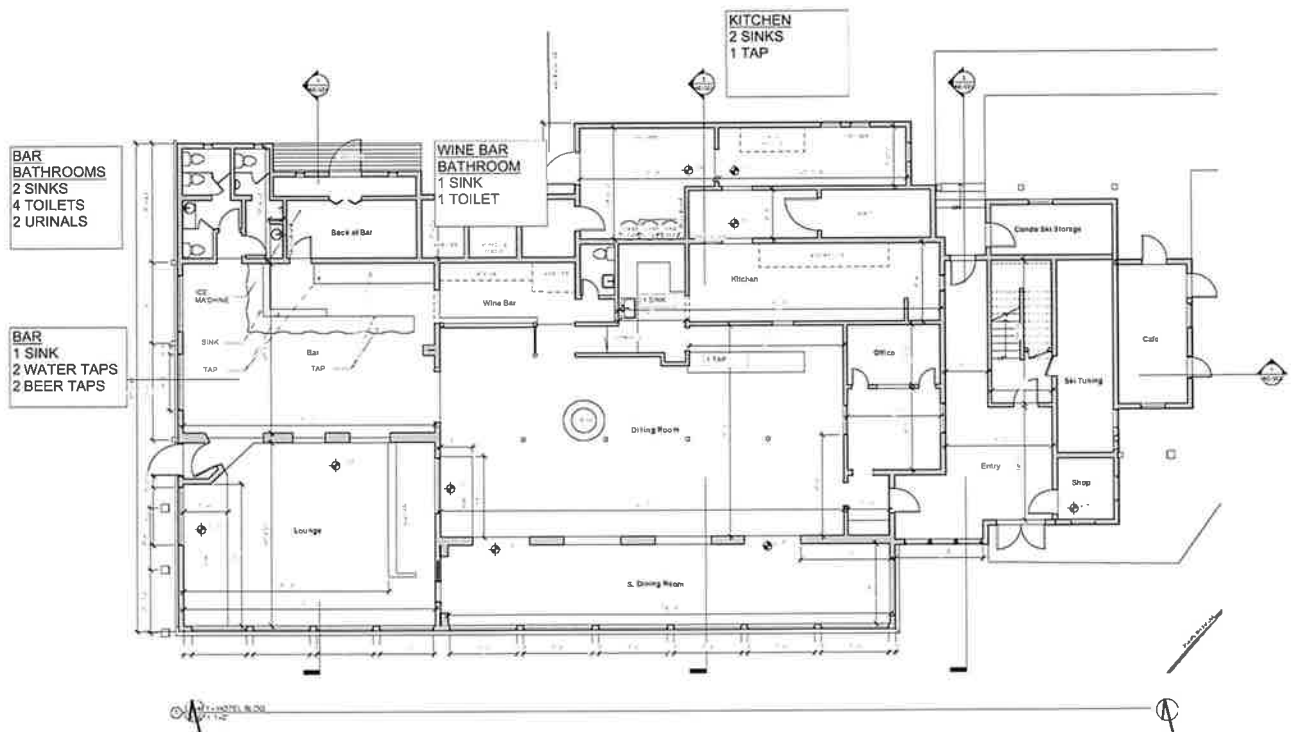
A FRAMES
9 SINKS
9 TOILETS
9 SHOWERS

ALPENHOF
9 SINKS
9 TOILETS
9 SHOWERS



LIVING DESIGNS GROUP
ARCHITECTS

112 SUTTON PL. VTSV, NM 87525



HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

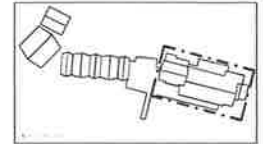
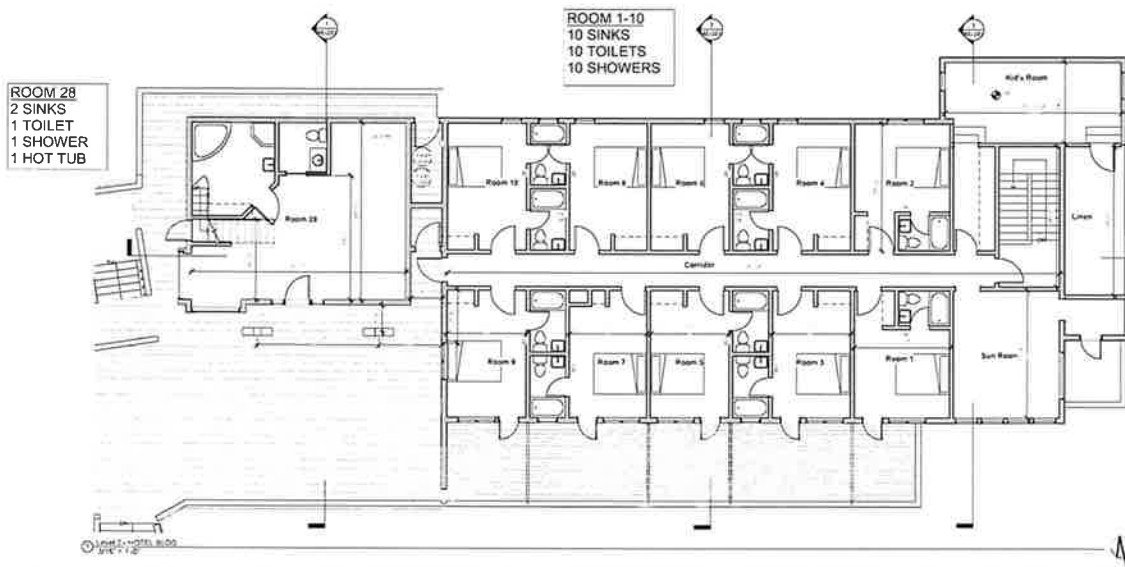
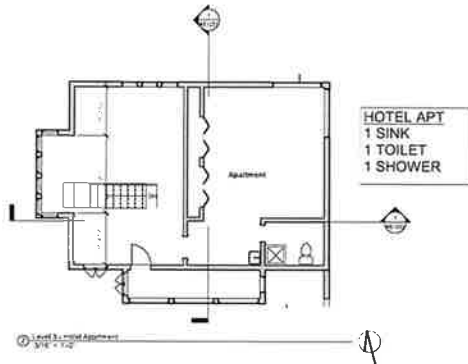
PROJ. NO. 2021-095
DATE 2/2/21
DESIGNED FOR AS-BUILT DRAWINGS

STARTER BY JDB
APPROVED BY JDB

SCALE As indicated

HOTEL BUILDING - LEVEL 1

AE-101



LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

REG. NO. J521-055
DATE: 2/8/21
ISSUED FOR AS-BUILT DRAWINGS

DRAWN BY: JDB
APPROVED BY: LDB

SCALE: As indicated
HOTEL BUILDING - LEVEL 2

AE-102

LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

PROJ NO
2021-055
DATE
2/8/21
DRAWN FOR
ARCHITECT DRAWINGS

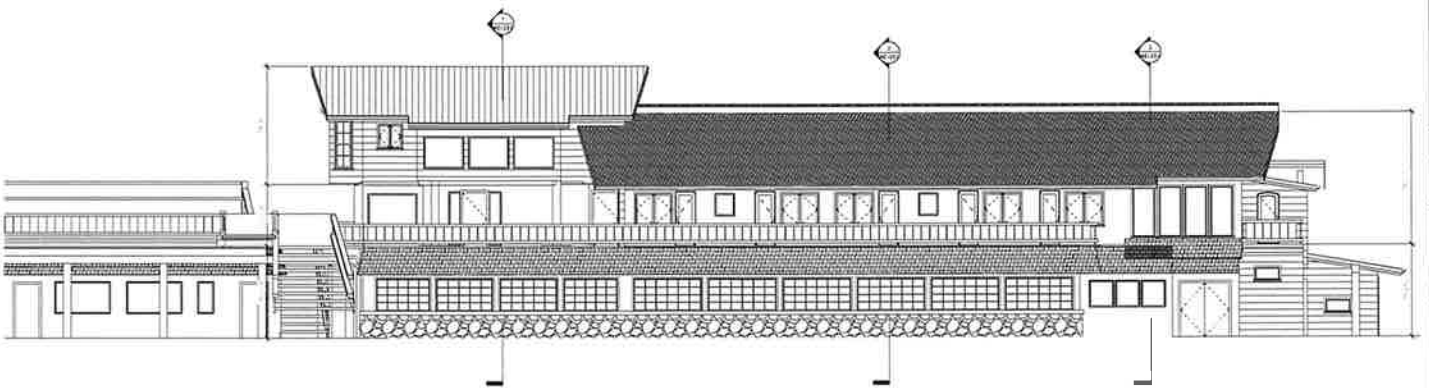
DRAWN BY
JDS
APPROVED BY
LDG

SCALE
3/16" = 1'-0"
HOTEL -
ELEVATIONS

AE-201



HOTEL ST. BERNARD - EAST
3/16" = 1'-0"



HOTEL ST. BERNARD - SOUTH
3/16" = 1'-0"



① HOTEL ST. BERNARD - WEST
3/16" = 1'-0"



② HOTEL ST. BERNARD - NORTH
3/16" = 1'-0"

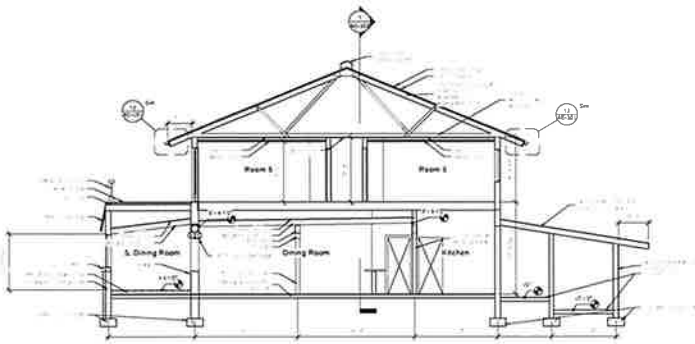
LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

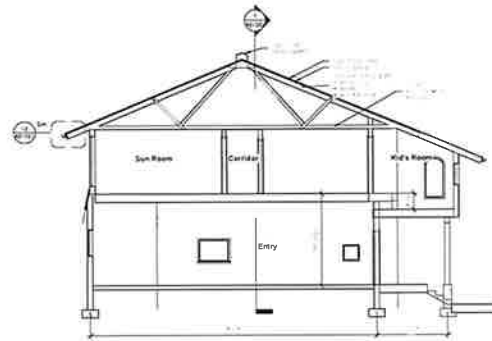
112 SUTTON PL. VTSV, NM 87525

PROJECT NO.	2021-055
DATE	2021
DESIGNED FOR	AS-BUILT DRAWINGS
DESIGNED BY	JOB
APPROVED BY	LOG
SCALE	3/16" = 1'-0"
HOTEL - ELEVATIONS	

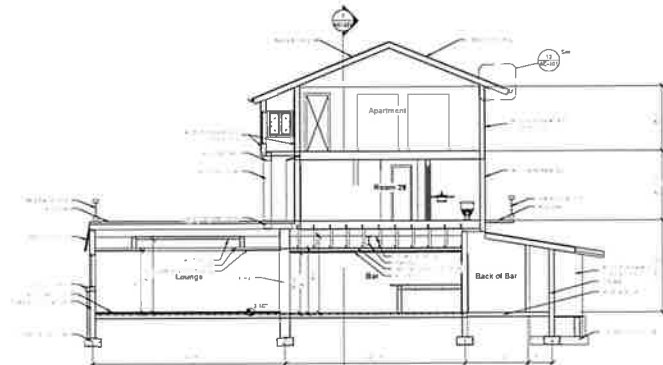
AE-202



① HOTEL BLDG - SECTION B-DINING RM
8/14/17



② HOTEL BLDG - SECTION B-ENTRY
8/14/17



③ HOTEL BLDG - SECTION B-BAR
8/14/17



④ HOTEL BLDG - EXTERIOR DETAIL ROOMS
8/14/17

LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

PROJ. NO. 2021-055
DATE DATE 28/01
SCALE FOR AS-BUILT DRAWINGS

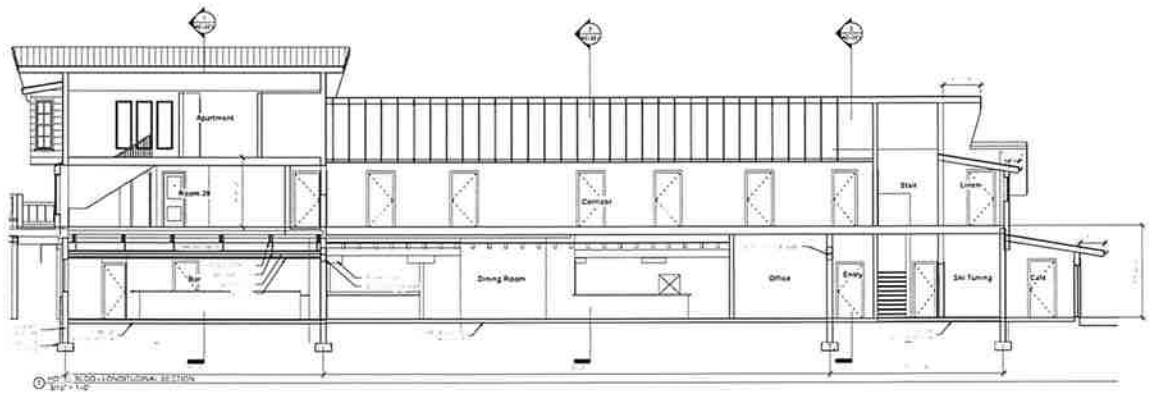
REVISION

DRAWN BY JTB
APPROVED BY LCC

SCALE AS SHOWN

HOTEL BUILDING
SECTIONS

AE-301



LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

PROJ NO. 2021-055
ISSUE DATE 2/20/21
DESIGNED FOR AS-BUILT DRAWINGS
SHEETS 1-10

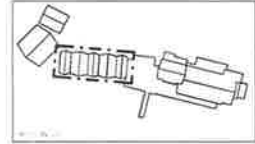
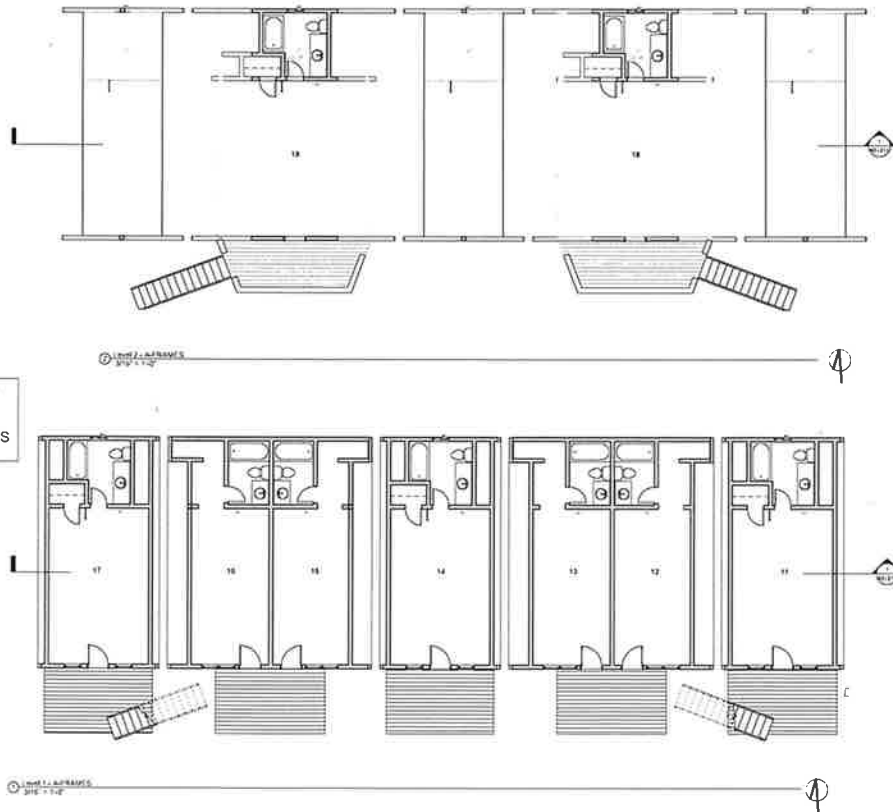
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SCALE 3/8" = 1'-0"

HOTEL - BUILDING SECTIONS

AE-302

AE-103

A FRAMES
9 SINKS
9 TOILETS
9 SHOWERS



LIVING DESIGNS GROUP
ARCHITECTS

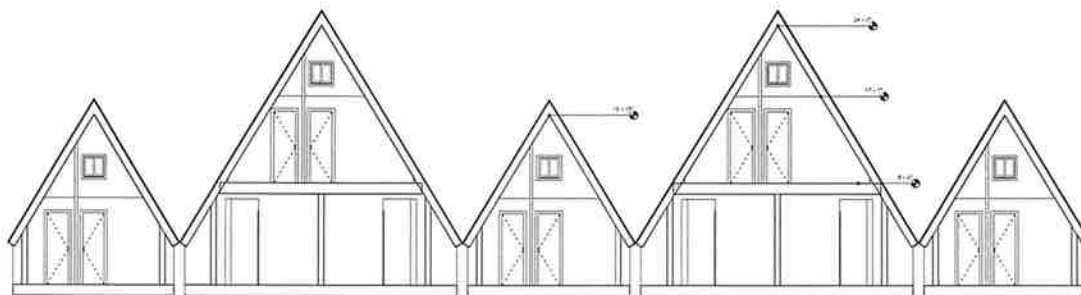
HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

PROJ. NO. 2021-055
DATE 2/15/21
DRAWN BY AS-111
CHECKED BY

SCALE As indicated
A-FRAMES

AE-111



① A-FRAME CROSS SECTION
1/8" = 1'-0"

LIVING DESIGNS GROUP
ARCHITECTS

1111 Thompson
Ave. Suite 200
Berkeley, CA 94704
Tel: 415.863.1111

HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

PROJECT NO. 2021-053
DATE 05/12/21
ISSUED FOR AS-BUILT DRAWINGS

REVISIONS

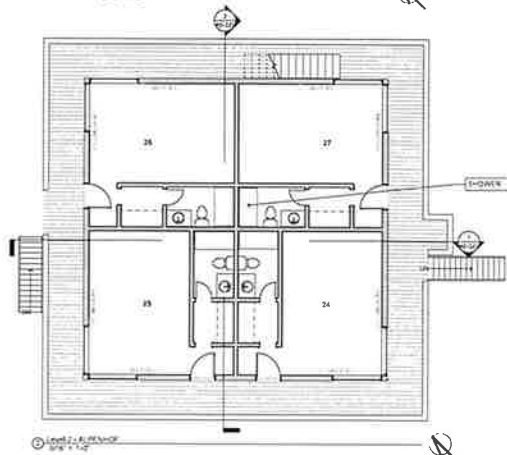
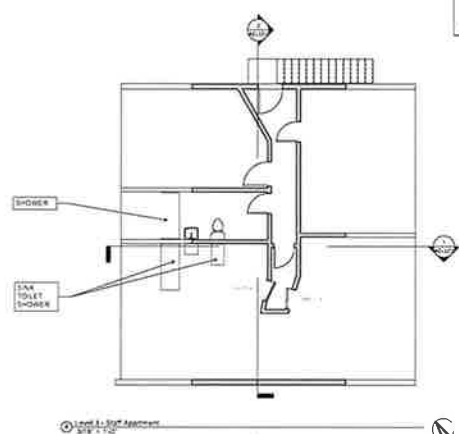
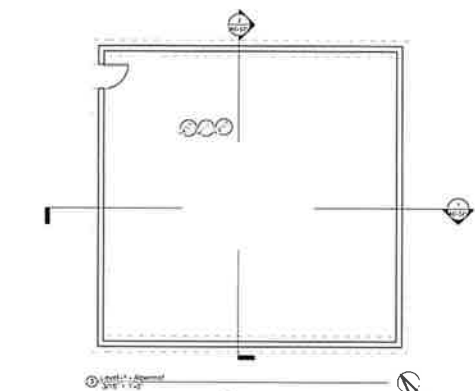
DATE 05/12/21

DESIGNED BY JDB
APPROVED BY LDB

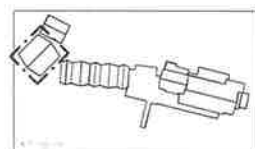
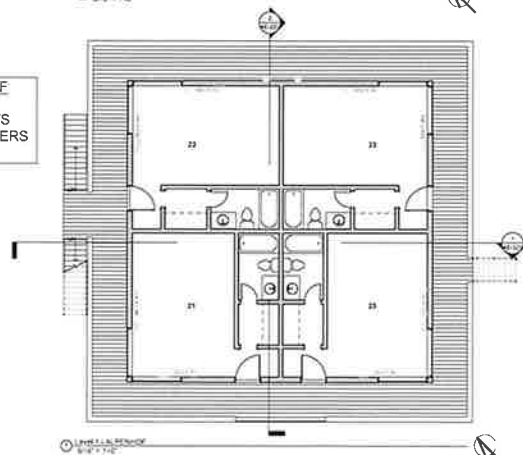
SCALE 1/8" = 1'-0"

A-FRAME SECTIONS

AE-311



ALPENHOF
10 SINKS
10 TOILETS
10 SHOWERS



LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

112 SUTTON PL. VTSV. NM 87525

PROJ. NO.	2521-015
DATE	2/8/21
DESIGNER	ALPENHOF
APPROVAL	
REVISIONS	
NO.	1
DATE	2/8/21
BY	JDB
FOR	LOG
SCALE	As indicated
ALPENHOF	

AE-121

LIVING DESIGNS GROUP
ARCHITECTS

HOTEL ST. BERNARD

112 SUTTON PL. VTSV, NM 87525

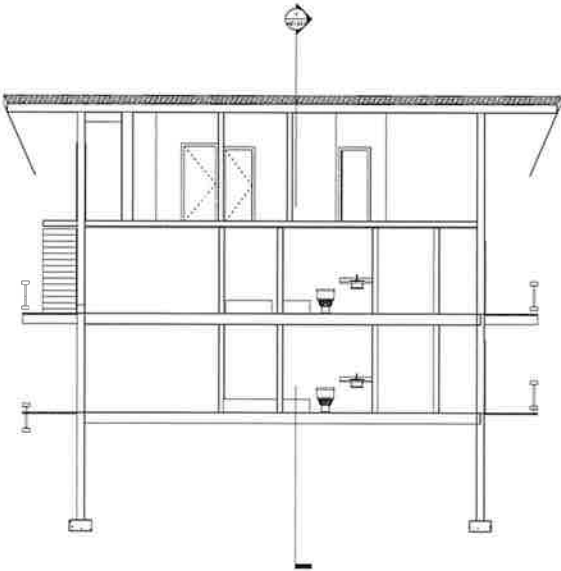
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2021-005
DATE
1/26/21
SHEET NO.
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DRAWN BY
JDB
CHECKED BY
JDB

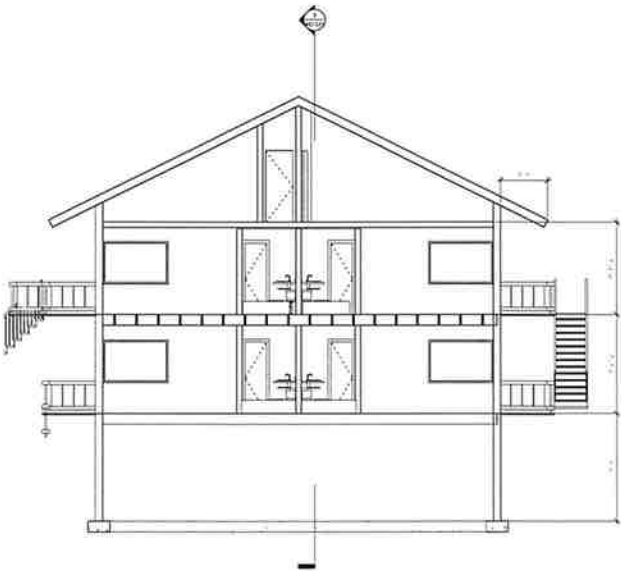
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1/4" = 1'-0"

ALPENHOF -
BUILDING
SECTIONS

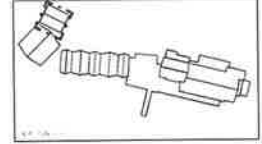
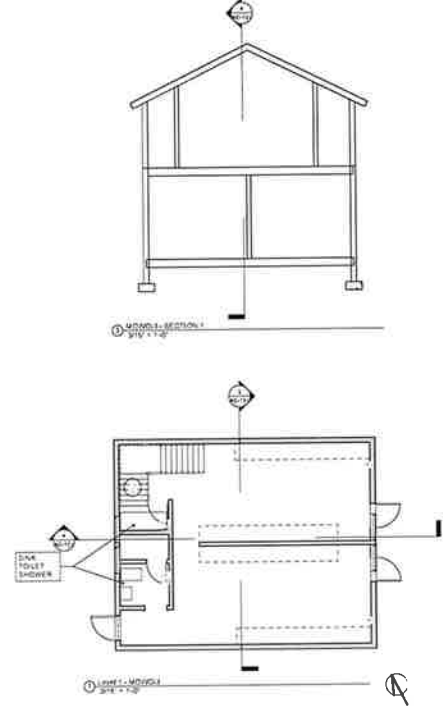
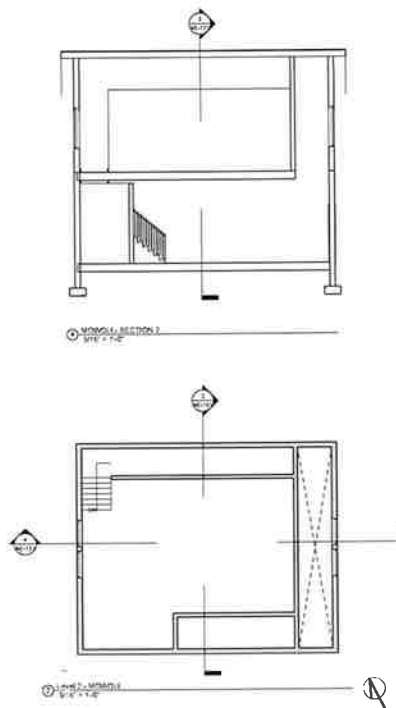
AE-321



ALPENHOF - SECTION 2
1/4" = 1'-0"



ALPENHOF - SECTION 1
1/4" = 1'-0"



LIVING DESIGNS GROUP
ARCHITECTS
112 SUTTON PL. VTSV, NM 87525
(505) 833-1111

HOTEL ST. BERNARD
112 SUTTON PL. VTSV, NM 87525

PROJ. NO.	2021-055
DATE	08/01
DESIGNED FOR	AS-BUILT DRAWINGS
DESIGNED BY	
CHECKED BY	
DATE	08/01
PROJECT NO.	2021-055
DATE	08/01
SCALE	As indicated
MOWGLI	
AE-131	

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Plowing of Municipal Roads in Amizette

DATE: March 22, 2024

PRESENTED BY: Henry Caldwell

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

In any well-run Municipality it is custom and practice to keep all public roads open for residents and emergency services on an equal basis.

Ironically, virtually all states require property owners to clear the sidewalks adjoining their property for public use, even Trump Tower.

In VTSV we the taxpayer pay \$50,000 per year to TSVI to clear the plaza and sidewalk in front of the Blake and refuse to plow certain public roads?

By excluding these roads this is discriminatory as it bestows special benefits on some.

1-Emma, Gerson and Gusdorf roads have been part of a platted subdivision since the 1940's.

2- When the Village of Taos Ski Valley was formed and Amizette was included in the Village these roads became part of the Village of Taos Ski Valley as all other roads became part of the Taos Ski Valley.

3-After extensive research it was found that at no time when the Village of Taos Ski Valley was formed was there ever an "Acceptance" of the roads located in the Village of Taos Ski Valley. All of the roads within the Village of Taos Ski Valley were deemed part of the Village. Past statements regarding this "Acceptance" or "We never accepted the roads" or "They don't meet our standards" are incorrect and just wrong. Now it may have been repeated over the years so that people may believe it to be correct however this is not true.

4-The accepted master plan of 2017 listed all of the public roads in the Village of Taos Ski Valley included in this list is Emma, Gerson and Gusdorf roads.

Q & A

1-Where we will get the money?

Answer-The general fund. The Village "Found" \$18,000 for a lobbyist. We can find less than this for public roads.

2-The roads may not be as platted correctly.

Answer-Not relevant , Highway 150 is not as platted and probably most if not all roads that came with the Village are not correct. This statement is not germane to this problem.

3-We never accepted them.

Answer-See number 3.

4-They are not to Village standards.

Answer- At the formation of the Village all roads were incorporated into the Village. I would guess that no roads met Village standards and as of today many still don't meet Village standards.

RECOMMENDATION: Approve plowing of Emma, Gerson and Gusdorf roads in Amizette

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2024-568**, A Resolution Requesting a time extension for the Financial Assistance from the New Mexico State Highway and Transportation Department FY2022 - 2024 NM DOT Municipal Arterial Program (MAP) Cooperative Agreement L500522

DATE: March 22, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The DOT requires a resolution for an extension request with State Highway and Transportation Department funding for (MAP) Cooperative Agreement L500522. After passage of the attached Resolution, the Highway Department will be drafting a contract extension for Village approval for the 2022-2024 road project. The Village requests that NMDOT contribute \$84,540.00 with the Village to match or exceed \$28,180.00 for a total contract price of \$112,720.00 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. The Village also plans to continue to apply base course and dust control materials throughout the Village to build up the roads due to material loss from erosion.

RECOMMENDATION: Approval of **Resolution No. 2024-568**, a Resolution authorizing the approval for the extension request for financial assistance from the New Mexico State Highway and Transportation Department.



7 Firehouse Road
Post Office Box 100
Taos Ski Valley
New Mexico 87525

(575) 776-8220
(575) 776-1145 Fax

E-mail: vtsv@vtsv.org
Web Site: vtsv.org

MAYOR:
Christopher Stanek

COUNCIL:
Henry Caldwell
J. Christopher Staggs
Doug Turner
Thomas P. Wittman,
Mayor Pro Tem

**VILLAGE
ADMINISTRATOR:**
John Avila

CLERK:
Ann M. Wooldridge

FINANCE OFFICER:
Carroll Griesedieck

February 26, 2024

Ms. Amanda Nino, LGRF Coordinator
NMDOT District V
PO Box 4127
Santa Fe, New Mexico 87502
Email: Amanda.Nino@state.nm.us

Re: Village of Taos Ski Valley
Vendor No. 0000052151
Control No. HW2L500522

Dear Ms. Nino,

The Village of Taos Ski Valley is hereby requesting extension of the June 30, 2024, deadline to June 30, 2025, for the above listed project. The timing of the work was contingent on the work being accomplished by the Tax Increment Development District (TIDD) on Ernie Blake Road. We are now ready to proceed on this project during the upcoming construction season.

The scope of work for the project does not change.

If you have any further questions, please do not hesitate to contact Gabe Vasquez, Public Works Interim Director by email at gvasquez@vtsv.org.

Sincerely,


Christopher Stanek
Village of Taos Ski Valley Mayor

AGENDA ITEM — Exhibit A

Contract No. D19698
 Vendor No. 0000052151
 Control No. HW2L500522

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 Reconstruction and Drainage improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L500522." 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 Twelve Thousand Seven Hundred Twenty Dollars and No Cents (\$112,720) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: \$84,540

Reconstruction and Drainage improvements

2. Public Entity's required proportional matching share shall be 25%: \$28,180

3. Total Project Cost: \$112,720

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Twelve Thousand Seven Hundred Twenty Dollars and No Cents (\$112,720).

- 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.

AGENDA ITEM — Exhibit B

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 Local Government Road Fund Project 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, 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 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.

<<Add below sentence if page is quarter or more blank>>
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

DocuSigned by:
By: Mallory Manzanares
83F307B82C81449
Cabinet Secretary or Designee

Date: 1/25/2023

Recommended By District 5

By: [Signature]
District Engineer

Date: 12-09-22

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

DocuSigned by:
By: [Signature]
3B493BD37F8644A
Assistant General Counsel

Date: 1/25/2023

Village of Taos Ski Valley

By: [Signature]

Date: 12-8-22

Title: Village Administrator

Attest: M. M. Woodridge Village Clerk
Name and Title



**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2024-568**

**A RESOLUTION REQUESTING AN EXTENTION OF TIME FROM THE
NMDOT LOCAL GOVERNMENT ROAD PROGRAM
NM Municipal Arterial Program Control No. HW2L500522**

WHEREAS, The Village of Taos Ski Valley entered into a cooperative agreement on December 8, 2022, with the NMDOT to receive project funding with the Village match equal to twenty-five percent (25%) in the amount of \$28,180 and the NMDOT match equal to seventy-five percent (75%) in the amount of \$84,540 for a total amount of \$112,720; and

WHEREAS, the Village of Taos Ski Valley has identified public road projects that are needed to protect the public good and convenience and will serve the public of the municipality.

WHEREAS, the Village of Taos Ski requires additional time to complete the work as planned in the agreement.

WHEREAS, the amended agreement terminates on June 30, 2024; and

WHEREAS, the Village of Taos Ski Valley is requesting a time extension to June 30, 2025; and

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
VILLAGE OF TAOS SKI VALLEY, THAT WE RESPECTFULLY REQUEST THE
EXTESION OF TIME.**

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF JANUARY 2023.

THE VILLAGE OF TAOS SKI VALLEY

Christopher Stanek
Mayor

ATTEST:

Ann Marie Wooldridge
Village Clerk

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2024-566** requesting setup and budget approval for a new Fire Enterprise fund. This fund will track revenues and expenses related to firefighting on National Forest land. Setting up this new fund will require addition of the revenue and expenses to the FY2024 budget.

DATE: March 22, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended.

BACKGROUND INFORMATION: Our fire chief has requested the setup of an enterprise fund for fire. This fund will track revenues and expenses related to firefighting on National Forest land. Setting up this new fund will require addition of the revenue and expenses to the FY2024 budget. Revenues for this fund will consist of Grant Revenues for Wildland Fire Coordinator and Equipment already secured. In addition, the Forest Service or Taos County will be invoiced for services performed on Forest Service Land. The expenses in this fund will be the cost of the Wildland Coordinator contracted and equipment as well as incidental expenses related to the task.

Transfers from the general fund for startup funding is included in this BAR as well as transfers back to the general fund for repayments once the grant reimbursements have been obtained. The general fund will not be supporting this enterprise fund.

To add these revenues and corresponding expenses, a State BAR is needed.

FUND	ACCOUNT	AMOUNT	TYPE
110000 General Fund	61100 Transfers In	\$50,000	Revenue
110000 General Fund	61200 Transfers Out	\$50,000	Expenses
516000 Fire Enterprise	61100 Transfers In	\$50,000	Revenue
516000 Fire Enterprise	61200 Transfers Out	\$50,000	Expenses
516000 Fire Enterprise	46050 Joint Power Agreements Income	\$2,000	Revenue
516000 Fire Enterprise	47499 Other State Grants	\$45,000	Revenue
516000 Fire Enterprise	55030 Contract-Professional Service	\$25,000	Expenses
516000 Fire Enterprise	56020 Supplies – Gen Office	\$800	Expenses
516000 Fire Enterprise	56030 Field Supplies	\$3,000	Expenses
516000 Fire Enterprise	56040 Supplies – FFE Non Capital	\$10,000	Expenses
516000 Fire Enterprise	56090 Supplies - Safety	\$7,000	Expenses
516000 Fire Enterprise	56120 Vehicle Fuel	\$100	Expenses
516000 Fire Enterprise	57160 Telecommunications	\$100	Expenses

RECOMMENDATION: Staff recommends approval of **Resolution No. 2024-566** to add the revenues/expenses to the FY2024 budget. The budget adjustment (BAR) will create new fund 516000 Fire Enterprise Fund.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2024-566**

A RESOLUTION REQUESTING SETUP AND BUDGET APPROVAL FOR A NEW FIRE ENTERPRISE FUND #516000, WITH A BUDGET ADJUSTMENT REQUEST TO CREATE THIS FUND WITH DFA, ADDING THIS NEW FUND'S REVENUE AND EXPENSES INTO THE FY2024 BUDGET

WHEREAS, the FY2024 budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, it is the majority opinion of this Council that acceptance of the Fire Enterprise Fund revenues & expenses and creating the required fund and budget adjustments meets the requirements as currently determined for Fiscal Year 2023-2024.

FUND	ACCOUNT	AMOUNT	TYPE
110000 General Fund	61100 Transfers In	\$50,000	Revenue
110000 General Fund	61200 Transfers Out	\$50,000	Expenses
516000 Fire Enterprise	61100 Transfers In	\$50,000	Revenue
516000 Fire Enterprise	61200 Transfers Out	\$50,000	Expenses
516000 Fire Enterprise	46050 Joint Power Agreements Income	\$2,000	Revenue
516000 Fire Enterprise	47499 Other State Grants	\$45,000	Revenue
516000 Fire Enterprise	55030 Contract-Professional Service	\$25,000	Expenses
516000 Fire Enterprise	56020 Supplies – Gen Office	\$800	Expenses
516000 Fire Enterprise	56030 Field Supplies	\$3,000	Expenses
516000 Fire Enterprise	56040 Supplies – FFE Non Capital	\$10,000	Expenses
516000 Fire Enterprise	56090 Supplies - Safety	\$7,000	Expenses
516000 Fire Enterprise	56120 Vehicle Fuel	\$100	Expenses
516000 Fire Enterprise	57160 Telecommunications	\$100	Expenses

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 2023-2024 be amended accordingly.

PASSED, APPROVED AND ADOPTED this 22nd day of March, 2024.

THE VILLAGE OF TAOS SKI VALLEY

By: _____
Christopher Stanek, Mayor

(Seal)

ATTEST:

Ann M. Wooldridge, Village Clerk

VOTE: For _____ Against _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2024-569** Parks & Recreation Committee Scope, Roles, and Relations

DATE: March 22, 2024

PRESENTED BY: Joan Woodard

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Parks & Recreation Committee created a document outlining the Committee's Scope, Roles, and Relationships. The result of the Committee's work is represented in the attached Resolution.

RECOMMENDATION: Recommend to consider this action with discussion, motion, and vote by Village Council of **Resolution 2024-569**.



Village of Taos Ski Valley
Resolution No. 2024-569
Parks and Recreation Committee
Scope, Roles, & Relations

WHEREAS, the Village of Taos Ski Valley is served by a Parks and Recreation Committee,

NOW, THEREFORE BE IT RESOLVED, that the Parks & Recreation Committee is appointed by the Mayor and approved by the Village Council to support the development and sustainment of trails, open space, parks, and recreation facilities while also conserving, preserving, and stewarding the natural environment, enhancing the beauty of the village and contributing to community development. The purpose of the committee is to:

- (1) research, advise, monitor, and make recommendations to the Village Council with respect to matters concerning parks, trails, open space, access to the natural environment that surrounds the village, and recreation facilities, equipment, and playgrounds.
 - (2) promote and support beautification of the Village of Taos Ski Valley; and
 - (3) promote conservation, preservation, and stewardship of the natural environment.
- The Committee serves at the pleasure of the Village Council and is responsible for representing the perspective of the community of Taos Ski Valley in these matters.

NOW, THEREFORE BE IT RESOLVED, that the Village of Taos Ski Valley Parks and Recreation Committee shall operate adhering to the following:

- The Parks and Recreation Committee is responsible to the Village Council to:
- develop and maintain an inventory of the trails, parks, open space and recreation facilities;
 - with input from the community, develop a Parks, Open Space, Trails, and Recreation Strategic Plan for Council approval;
 - develop annual plans and associated budgets to support the implementation of the Strategic Plan, for Council approval;
 - pursue funding strategies and seek granting and other sources of funding the annual plans with Council approval;
 - monitor the expenditure of PARC-related funds from Lodger's Tax funds (as approved by Lodger's Tax Board), Impact Fees, grants, and other sources as allocated and approved by the Village Council;
 - monitor the conduct of work by Village staff and contractors, against the annual plans and associated expenditure of funds, periodically reporting to the Council.

The work of the committee is conducted in collaboration with Village staff and administration.

Membership, Officers, and Terms

Membership of the committee is comprised of 5 to 8 members appointed by the Mayor and approved by the Village Council. The members will be chosen from interested applicants to meet desired skills and experiences and representing diverse perspectives. Any member of the committee can be removed by the Mayor with approval of the Council. The Mayor will appoint, with the Council approval, the chair, vice chair and secretary. The officers will serve for two-year terms renewable to a maximum of 6 years, with Council approval. Members will serve for two years terms to a maximum of 8 years. A quorum is greater than 50% of the membership. The Committee meetings shall be open to the public and shall be conducted in accordance with the Open Meetings Act.

Meeting Schedule

The Parks and Recreation Committee shall meet monthly, and the meeting announcement and agenda will be posted 3 days prior. The meetings will be conducted with a Zoom teleconference option.

Relationship with Village Staff

The Committee works at the pleasure of the Village Council collaborating with Village Staff to conduct the work of the Committee. A staff liaison may be named by the Village Administration.

PASSED, APPROVED AND ADOPTED this 22nd day of March, 2024.

THE VILLAGE OF TAOS SKI VALLEY

By: _____
Christopher Stanek, Mayor

(Seal)

ATTEST:

Ann M. Wooldridge, Village Clerk

Against _____

VOTE: For _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Publish and Post **ORDINANCE NO. 2024-10**
Amending Ordinance No. 2022-10 to Update the Building Construction Codes to Include the 2021 New Mexico Energy Conservation Codes

DATE: March 22, 2024

PRESENTED BY: Jalmar Bowden, Building Official

STATUS OF AGENDA ITEM: New business

CAN THIS ITEM BE RESCHEDULED: Not recommended.

BACKGROUND INFORMATION:

Village Ordinance 2022-10 became effective July 27, 2021. At the time the State of New Mexico Construction Industries Division had in effect the 2018 New Mexico Energy Conservation Code. The 2018 International Energy Conservation Code was the model code adopted under that authority. ICC model codes are publicly vetted codes drafted or updated by stakeholders that include homeowners, contractors, material suppliers, design professionals, fire and building officials. The State of New Mexico updates its codes in a three year cycle. It is three years behind the ICC code cycle. During this time the latest International and Uniform Codes are scrutinized by Construction Industries Division and their Technical Advisory Committee for applicability to New Mexico's environmental building challenges and practices. In January 30, 2024 the 2021 New Mexico Energy Conservation Code became effective. During the following six month period permit approval under either NMECC 2018 or 2021 is optional by the authority having jurisdiction. Adherence to the 2021 NMECC will become mandatory July 30, 2024. Pacific Northwest National Laboratory produced, under contract from The U.S. Department of Energy, a document quantifying the energy, emissions and cost savings projected in commercial building types by use of the later code. A table is excerpted below. The entire 61-page document is available online.

Search:

energycodes.gov/sites/default/files/2022-09/2021_IECC_Commercial_Analysis_Final_2022_09_02.pdf

Table 4.3 presents the 2021 IECC savings for all prototype commercial buildings aggregated by climate zone. The energy and energy cost savings vary by climate zone. The site energy savings in most climate zones are greater than 9% and the savings in the coldest two climate zones (i.e., 7 and 8) are 5.8 and 7.3%, respectively. The energy cost savings in all climate zones are over 8% except for climate zones 7 and 8. For most climate zones, the percentages of energy cost savings are somewhat lower than the site energy savings. The savings variance is attributed to the applicability of the code changes to different climate zones and the construction weights of the building types within the climate zones.

Pages following Table 4.3 are excerpted from a residential buildings analysis also found at energycodes.gov/sites/default/files/2021-07/2021_IECC_Final_Determination_AnalysisTSD.pdf

RECOMMENDATION: Staff recommends a motion to Publish and Post **Ordinance 2024-10** Updating the Building Construction Codes to Include the 2021 New Mexico Energy Conservation Codes.

Table 4.3. Site Energy and Energy Cost Savings between the 2018 and 2021 IECC by Climate Zone

Climate Zones	Site EUI (kBtu/ft ² -yr)		Site EUI Savings (%)	Source EUI (kBtu/ft ² -yr)		Source EUI Savings (%)	ECI (\$/ft ² -yr)		ECI Savings (%)	Emissions (ton/kft ² -yr)		Emission Savings (%)
	2018 IECC	2021 IECC		2018 IECC	2021 IECC		2018 IECC	2021 IECC		2018 IECC	2021 IECC	
1A	49.5	41.8	15.6%	125.5	110.9	11.6%	1.43	1.27	11.2%	8.91	7.95	10.8%
2A	49.6	44.0	11.3%	124.8	111.7	10.5%	1.41	1.27	9.9%	8.84	7.93	10.3%
2B	44.9	40.3	10.2%	113.5	102.3	9.9%	1.29	1.16	10.1%	8.05	7.26	9.8%
3A	49.4	44.0	10.9%	118.3	106.5	10.0%	1.33	1.19	10.5%	8.28	7.47	9.8%
3B	42.6	37.1	12.9%	104.4	92.9	11.0%	1.18	1.05	11.0%	7.35	6.58	10.5%
3C	43.4	36.3	16.4%	108.5	92.7	14.6%	1.23	1.05	14.6%	7.67	6.59	14.1%
4A	50.6	42.7	15.6%	114.8	100.5	12.5%	1.27	1.12	11.8%	7.92	7.00	11.6%
4B	53.7	48.5	9.7%	125.4	114.2	8.9%	1.39	1.27	8.6%	8.71	7.95	8.7%
4C	44.1	36.6	17.0%	102.2	88.5	13.4%	1.13	0.99	12.4%	7.09	6.20	12.6%
5A	57.8	52.6	9.0%	122.8	112.5	8.4%	1.33	1.22	8.3%	8.31	7.63	8.2%
5B	52.3	45.8	12.4%	118.4	105.2	11.1%	1.31	1.17	10.7%	8.16	7.28	10.8%
5C	58.1	51.9	10.7%	130.0	117.4	9.7%	1.43	1.29	9.8%	8.93	8.09	9.4%
6A	68.1	61.8	9.3%	140.9	129.5	8.1%	1.51	1.39	7.9%	9.45	8.72	7.7%
6B	64.2	57.1	11.1%	137.2	123.8	9.8%	1.49	1.35	9.4%	9.30	8.43	9.4%
7	73.7	69.4	5.8%	151.1	141.3	6.5%	1.62	1.51	6.8%	10.12	9.43	6.8%
8	91.7	85.0	7.3%	170.2	158.1	7.1%	1.76	1.64	6.8%	11.02	10.24	7.1%
National Weighted Average	51.1	44.9	12.1%	118.7	106.1	10.6%	1.32	1.18	10.6%	8.24	7.40	10.2%

Executive Summary

Section 304(a) of the Energy Conservation and Production Act (ECPA), as amended, directs the U.S. Secretary of Energy to review the International Energy Conservation Code (IECC)¹ and make a *determination* as to whether updated editions would improve energy efficiency in residential buildings. The IECC is developed by the International Code Council (ICC) through an established industry review and consensus process with updated editions typically published every 3 years. The U.S. Department of Energy (DOE) reviews the energy saving impacts of updated code editions and publishes its findings in the *Federal Register*. The DOE determination and accompanying technical analysis serve as useful guidance to state and local governments as they review and update their building codes.

The most recent edition, the 2021 IECC, was published on January 29, 2021, triggering the DOE review and determination process². DOE and Pacific Northwest National Laboratory (PNNL) conducted a technical analysis to determine energy savings for the 2021 IECC residential provisions relative to the previous edition, the 2018 IECC (ICC 2017). This report documents the methodology used to conduct the analysis and summarizes the results.

Methodology

The determination analysis is based on an established DOE Methodology (Taylor et al. 2015) and is consistent with the previously published determination (DOE 2019). The analysis entails a combination of *qualitative* and *quantitative* components to identify changes that have a direct impact on residential energy efficiency, and which can be reasonably quantified in estimating overall national average saving impacts. This process can be summarized as follows:

- **Qualitative Assessment:** A compilation of all code changes approved by the ICC for inclusion in the IECC. Individual changes are characterized to identify those expected to have a direct impact on energy efficiency in a significant portion of typical residential buildings.
- **Quantitative Assessment:** Code changes are filtered to retain those that could be reasonably quantified through energy modeling and analysis. The resulting collection is then further analyzed to estimate combined effects, with the results aggregated and weighted across the range of climates, building types, and foundation types to quantify the national average savings impacts of the updated code.

Results

A total of 114 approved code change proposals were identified and analyzed for the 2021 IECC. Analyses of those changes indicate the following:

- 35 changes with a direct impact on energy use in residential buildings—29 of these are expected to reduce energy use while 6 are expected to increase energy use
- 79 additional changes—changes in this category are administrative, impact non-energy portions of the code, or are otherwise not expected to have a direct impact on energy savings under the applied methodology

¹ ECPA originally recognized the 1992 Council of American Building Officials (CABO) Model Energy Code and its successor editions. The IECC is the contemporary successor to the CABO Model Energy Code.

² The publication of the 2021 IECC was delayed several months due to appeals.

Of the 35 code changes characterized as having a direct impact on energy efficiency, 11 are expected to impact a sufficient fraction of new homes to warrant further quantitative analysis to assess the overall magnitude of the 2021 IECC's impact. Those 11 changes are analyzed as part of the quantitative analysis, the results of which indicate that residential buildings meeting the 2021 IECC incur the following savings on a weighted national average basis:

- 9.38 percent of annual site energy use intensity (EUI);
- 8.79 percent of annual source EUI;
- 8.66 percent of annual energy cost; and
- 8.66 percent of carbon emissions.

Table ES.1 shows energy and resulting carbon savings results, tabulated by climate zone. Relative savings in terms of annual energy costs vary modestly across climate zones, ranging from 4.56 percent in climate zone 6 to 10.38 percent in climate zone 8. Table ES.2 and Table ES.3 summarize the estimated EUIs for the 2018 and 2021 IECC, respectively. Table ES.4, Table ES.5, and Table ES.6 show the results aggregated by building type.

Table ES.1. Energy Savings and CO₂ Emission Reductions of the 2021 IECC compared to the 2018 IECC by Climate Zone (percent)*

Climate Zone	Weight (%)	Site EUI (%)	Source EUI (%)	Energy Costs (%)	CO ₂ Emissions (%)
1	4.30	10.80	9.73	9.51	9.53
2	22.43	10.00	9.13	8.93	8.95
3	29.04	10.48	9.75	9.57	9.59
4	19.49	10.05	9.45	9.32	9.32
5	19.51	8.50	7.63	7.44	7.42
6	4.68	4.28	4.43	4.56	4.52
7	0.53	12.65	10.72	10.13	10.17
8	0.02	12.48	10.93	10.38	10.44
National	100.00	9.38	8.79	8.66	8.66

* DOE monetized carbon emission from model code adoption beginning in 2010 and ending in 2040 for all states included in the analysis using four SC-CO₂ estimate scenarios. See Section 4 and 5 of this TSD and the 2021 interim PNNL Report, https://www.pnnl.gov/main/publications/external/technical_reports/PNNL-31437.pdf, for additional information.

Table ES.2. Energy Use and CO₂ Emissions of the 2018 IECC by Climate Zone

Climate Zone	Weight (%)	Site EUI (kBtu/ft ² -yr)	Source EUI (kBtu/ft ² -yr)	Energy Costs (\$/residence-yr)	CO ₂ Emissions (tons/residence-yr)
1	4.30	28.8	79.1	2,046	11.0
2	22.43	31.2	80.7	2,088	11.2
3	29.04	31.5	78.4	2,024	10.9
4	19.49	37.1	83.5	2,139	11.5
5	19.51	45.4	86.6	2,252	12.1
6	4.68	50.9	96.5	2,613	14.0
7	0.53	58.1	110.8	2,936	15.8
8	0.02	78.0	147.1	3,845	20.8
National	100.00	36.4	82.7	2,139	11.5

Table ES.3. Energy Use and CO₂ Emissions of the 2021 IECC by Climate Zone

Climate Zone	Weight (%)	Site EUI (kBtu/ft ² -yr)	Source EUI (kBtu/ft ² -yr)	Energy Costs (\$/residence-yr)	CO ₂ Emissions (tons/residence-yr)
1	4.30	25.7	71.4	1,851	9.9
2	22.43	28.1	73.3	1,902	10.2
3	29.04	28.2	70.8	1,830	9.8
4	19.49	33.3	75.6	1,940	10.4
5	19.51	41.5	80.0	2,084	11.2
6	4.68	48.7	92.2	2,494	13.4
7	0.53	50.7	98.9	2,638	14.2
8	0.02	68.3	131.1	3,445	18.6
National	100.00	33.0	75.4	1,954	10.5

Table ES.4. Energy Savings and CO₂ Emission Reductions of the 2021 IECC compared to the 2018 IECC by Building Type (percent)

Building Type	Weight (%)	Site EUI (%)	Source EUI (%)	Energy Costs (%)	CO ₂ Emissions (%)
Single-family	66.04	8.51	8.12	8.03	8.04
Multifamily Unit	33.96	12.56	11.21	10.91	10.91
National	100.00	9.38	8.79	8.66	8.66

Table ES.5. Energy Use and Carbon Emissions of the 2018 IECC by Building Type

Building Type	Weight (%)	Site EUI (kBtu/ft ² -yr)	Source EUI (kBtu/ft ² -yr)	Energy Costs (\$/residence- yr)	CO ₂ Emissions (tons/residence -yr)
Single-family	66.04	35.9	81.4	2,534	13.6
Multifamily Unit	33.96	38.4	87.9	1,372	7.4
National	100.00	36.4	82.7	2,139	11.5

Table ES.6. Energy Use and Carbon Emissions of the 2021 IECC by Building Type

Building Type	Weight (%)	Site EUI (kBtu/ft ² -yr)	Source EUI (kBtu/ft ² -yr)	Energy Costs (\$/residence- yr)	CO ₂ Emissions (tons/residence -yr)
Single-family	66.04	32.8	74.8	2,330	12.5
Multifamily Unit	33.96	33.6	78.0	1,222	6.6
National	100.00	33.0	75.4	1,954	10.5

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration of Action with regard to the Bid received for the Pheonix Switchback Water Line Replacement Rebid RFP 2024-002

DATE: March 22, 2024

PRESENTED BY: John Avila, Village Administrator, Gabe Vasquez Interim Public Works Director.

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Phoenix Switchback project was rebid after an initial request for bids, where there was a single bid and it was significantly higher than the project cost estimate and the amount of funds available. On the rebid, the Village received only a single bid and it is even higher than that of the first round: Now \$2,496,440. (Details are provided in the attached materials.) At present about \$1,700,000 is available for the project, so there is a shortfall of \$800,000. Council may:

1) Approve the bid and enter into a contract, with the hope that an additional \$800,000 will somehow materialize in time to prevent a default. (Not Recommended, and likely the funding agency will not allow the present funds to be used anyway in the absence of demonstrated funding availability to complete the project.)

2) Reject all bids and request for Village administration to separate the project into two or more project phases, of which an initial phase can be rebid with the reasonable expectation that responsible bids will come in at or below \$1,700,000.

3) Reject all bids and, in accordance with Section 13-1-131 of the Procurement Code, seek to negotiate a price and enter into a contract on the open market.

An award will include proof to the funding agency of available funds

A negotiated project for the best price may be pursued after the bid is rejected and action to address the modified project is possible.

STAFF RECOMMENDATION: Staff therefore recommends that the Village Council Reject the bid in current process, so that negotiation for the lowest bid can be conducted on the Open Market

NM Procurement Statute:

Section 13-1-105(B), NMSA 1978:

B. If the lowest responsible bid has otherwise qualified, and if there is no change in the original terms and conditions, the lowest bidder may negotiate with the purchaser for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to ten percent higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than ten percent over budgeted project funds.

Section 13-1-131, NMSA 1978:

An invitation for bids, a request for proposals or any other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the state agency or a local public body. A determination containing the reasons for cancellation shall be made part of the procurement file. If no bids are received or if all bids received are rejected and if the invitation for bid was for any tangible personal property, construction or service, then new invitations for bids shall be requested. If upon rebidding the tangible personal property, construction or services, the bids received are unacceptable, or if no bids are secured, the central purchasing office may purchase the tangible personal property, construction or services in the open market at the best obtainable price.

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

VILLAGE OF TAOS SKI VALLEY					
PHOENIX SWITCHBACK WATERLINE REPLACEMENT					
BASE BID SCHEDULE I: NEW 8" SDR9 DIPS HDPE WATERLINE					
Bid Item	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
401.500	NEW 4" DIA. BOLLARD, COMPLETE IN PLACE	EA	8	1,748.06	13,984.48
701.100	ROCK EXCAVATION	CY	230	501.29	115,296.70
701.400	PORTLAND CEMENT (LEAN FILL) ENCASUREMENT FOR UTILITIES, COMPLETE IN PLACE	LF	250	71.07	17,767.50
801.208	FURNISH AND INSTALL 8" SDR9 DIPS HDPE WATERLINE, INCLUDING TRENCHING, BACKFILL, INSULATION, FITTINGS, ETC., COMPLETE IN PLACE	LF	3020	552.76	1,669,335.20
801.508	FURNISH AND INSTALL 8" GATE VALVE ASSEMBLY, COMPLETE W/ VALVE BOX, COMPLETE IN PLACE	EA	6	11,891.53	71,349.18
801.750	FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY, COMPLETE IN PLACE	EA	4	27,442.21	109,768.84
801.752	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT ASSEMBLY, COMPLETE IN PLACE	EA	2	3,343.01	6,686.02
801.802	CONNECT TO EXISTING WATER LINE, 4" TO 6" IN DIAMETER, COMPLETE IN PLACE	EA	2	7,692.48	15,384.96
801.803	CONNECT TO EXISTING WATER LINE, 8" TO 10" IN DIAMETER, COMPLETE IN PLACE	EA	4	9,578.75	38,315.00
801.852	CAP EXISTING WATER LINE, 4" TO 6" IN DIAMETER, COMPLETE IN PLACE	EA	3	2,749.14	8,247.42

BIDDER: DUB-L-EE, LLC

801.922	FURNISH AND INSTALL NEW 2" COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY INCLUDING HDPE VAULT, COMPLETE IN PLACE	EA	1	16,688.20	16,688.20
802.100	FURNISH AND INSTALL 3/4" TYPE "K" COPPER SERVICE LINE WITH CURB STOP AND RISER, COMPLETE IN PLACE	LF	212	243.05	51,526.60
1111.010	FURNISH AND INSTALL 24" HDPE VAULT, INCLUDING TRENCHING, BACKFILL, FOAM INSULATION, BRACKETS, LADDER, LID, ETC., COMPLETE IN PLACE	EA	1	9,765.86	9,765.86
1200.001	TEMPORARY TRAFFIC CONTROL	LS	1	4,307.78	4,307.78
1500.001	MOBILIZATION/DEMOBILIZATION	LS	1	23,683.79	23,683.79
1500.500	CONSTRUCTION STAKING	LS	1	52,810.94	52,810.94
1510.100	GENERAL SITE REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS, COMPLETE	LS	1	14,730.20	14,730.20
1511.000	CONTRACTOR'S QUALITY CONTROL CONSTRUCTION TESTING	ALL	1	38,100.09	38,100.09
1520.001	TEMPORARY/PERMANENT EROSION AND SEDIMENT CONTROL	LS	1	13,877.51	13,877.51
Sub-Total Base Bid Schedule I: New 8" SDR9 DIPS HDPE Waterline					2,291,626.27
Gross Receipt Tax @				8.9375%	204,814.08
Total Base Bid Schedule I: New 8" SDR9 DIPS HDPE Waterline					2,496,440.35

VILLAGE OF TAOS SKI VALLEY					
PHOENIX SWITCHBACK WATERLINE REPLACEMENT					
BASE BID SCHEDULE II: NEW 6" SDR9 DIPS HDPE WATERLINE					
Bid Item	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
401.500	NEW 4" DIA. BOLLARD, COMPLETE IN PLACE	EA	8	1,779.02	14,232.16
701.100	ROCK EXCAVATION	CY	230	510.16	117,336.80
701.400	PORTLAND CEMENT (LEAN FILL) ENCASEMENT FOR UTILITIES, COMPLETE IN PLACE	LF	250	72.23	18,082.50
801.206	FURNISH AND INSTALL 6" SDR9 DIPS HDPE WATERLINE, INCLUDING TRENCHING, BACKFILL, INSULATION, FITTINGS, ETC., COMPLETE IN PLACE	LF	3020	390.84	1,180,336.80

801.506	FURNISH AND INSTALL 6" GATE VALVE ASSEMBLY, COMPLETE W/ VALVE BOX, COMPLETE IN PLACE	EA	4	9,748.75	38,995.00
801.508	FURNISH AND INSTALL 8" GATE VALVE ASSEMBLY, COMPLETE W/ VALVE BOX, COMPLETE IN PLACE	EA	2	12,209.83	24,419.66
801.750	FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY, COMPLETE IN PLACE	EA	4	27,928.19	111,712.76
801.752	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT ASSEMBLY, COMPLETE IN PLACE	EA	2	3,402.21	6,804.42
801.802	CONNECT TO EXISTING WATER LINE, 4" TO 6" IN DIAMETER, COMPLETE IN PLACE	EA	2	7,828.71	15,657.42
801.803	CONNECT TO EXISTING WATER LINE, 8" TO 10" IN DIAMETER, COMPLETE IN PLACE	EA	4	9,748.38	38,993.52
801.852	CAP EXISTING WATER LINE, 4" TO 6" IN DIAMETER, COMPLETE IN PLACE	EA	3	2,797.82	8,393.46
801.922	FURNISH AND INSTALL NEW 2" COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY INCLUDING HDPE VAULT, COMPLETE IN PLACE	EA	1	16,983.73	16,983.73
802.100	FURNISH AND INSTALL 3/4" TYPE "K" COPPER SERVICE LINE WITH CURB STOP AND RISER, COMPLETE IN PLACE	LF	212	247.35	52,438.20
1111.010	FURNISH AND INSTALL 24" HDPE VAULT, INCLUDING TRENCHING, BACKFILL, FOAM INSULATION, BRACKETS, LADDER, LID, ETC., COMPLETE IN PLACE.	EA	1	9,938.80	9,938.80
1200.001	TEMPORARY TRAFFIC CONTROL	LS	1	4,384.06	4,384.06
1500.001	MOBILIZATION/DEMOBILIZATION	LS	1	23,448.99	23,448.99
1500.500	CONSTRUCTION STAKING	LS	1	53,746.17	53,746.17
1510.100	GENERAL SITE REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS, COMPLETE	LS	1	14,991.06	14,991.06
1511.000	CONTRACTOR'S QUALITY CONTROL CONSTRUCTION TESTING	ALL	1	38,774.80	38,774.80
1520.001	TEMPORARY/PERMANENT EROSION AND SEDIMENT CONTROL	LS	1	14,123.27	14,123.27
Sub-Total Base Bid Schedule II: Waterline Replacement					1,803,793.58
Gross Receipt Tax @				8.9375%	161,214.07
Total Base Bid Schedule II: Waterline Replacement					1,965,007.65

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Agreement between the Village of Taos Ski Valley and A&S Enterprises Inc. for installation of a digital phase converter for a Kachina Area distribution pump

DATE: March 22, 2024

PRESENTED BY: John Avila, Village Administrator, Gabe Vasquez Interim Public Works Director.

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Kachina Area distribution is reliant on a pumping system that moves water up to the water tank so that gravity feed of the supply lines can continue. The phase converter is required to regulate pumps to avoid burning out the equipment.

The project must meet the attached specifications provided by Public Works Procurement. The lowest responsible bidder is A & S Enterprises Inc. at \$10,504.40 before taxes. This is a capital grant funded project.

STAFF RECOMMENDATION: Staff therefore recommends that the Village Council Approval of the proposed agreement for installation of the digital phase converter by A&S Enterprises Inc.

Village of Taos Ski Valley
Request for Bid
Wastewater Treatment Plant Alarm Notification Scada System
RFB# 2024-09

Introduction

This request for bid (RFB) providing/installing a remote alarm notification software for the Village of Taos Ski Valley Wastewater Treatment Plant located on 38 Ocean Blvd, Taos Ski Valley, NM 87525.

A copy of the RFB can be obtained from VTSV website at www.vtsv.org. Questions regarding the substance of the RFB or scope of services must be submitted via email to the purchasing contact listed below.

Public Works Department

Marlene Salazar, Procurement Officer

Email: msalazar@vtsv.org

Project Description: The vendor must be able to provide remote alarm notification system for the Village of Taos Ski Valley MBR control system. Configuration and loading of the existing HMI application must be loaded on a desktop PC, and be accessible by mobile app. The alarm notification system must be tested once installed and provide remote assistance to assure proper operation of the remote alarming system.

Evaluation Procedure

1. Ability to meet the scope of work.
2. Level of start up support/Warranty
3. Not to exceed cost \$_____

PLEASE NOTE: It is the business owner's responsibility to report any applicable Gross Receipts Tax, on form CRS-1, to the State of New Mexico Taxation and Revenue Department. The Village of Taos Ski Valley's location code is 20-430 for the Village of Taos Ski Valley Tax Increment Development District



106 Roehl Rd NW
Albuquerque, NM 87107
Office: (505) 922-1196
Cell: (505) 916-7470
E-MAIL: Bryan@asenm.com
www.asenm.com

PROJECT: Village of Taos Ski Valley
BID DATE: Wednesday, December 13, 2023
TIME: N/A

ATTN: Gabe Vasquez
OF: Village of Taos Ski Valley
ADDRESS: PO Box 100
Taos Ski Valley, NM 87525

PHONE: 575-776-8220
FAX: _____
MOBILE: _____
E-MAIL: gvasquez@vtsv.org

100% Payment and Performance Bond for the amount of this bid can and will be furnished, if requested: Yes _____ No X

NM Contractors License No. 380956 Classification EE98 Addenda No's N/A are acknowledged.

NMDOL Contractor Registration # 1758420150713 Issue Date: 7/13/2023 Expiration Date: 7/13/2025

We offer the following prices, firm for 30 days.

Phase Perfect® DIGITAL PHASE CONVERTERS

Rating: 20 HP at 230 V

Input Voltage: 230 V, Output Voltage: 230 V

Rated Input: 111 A 1-Phase, Rated Output: 64 A 3-Phase

R: Outdoor Enclosure

S: Strikesorb Surge Protection

7 BUSINESS DAYS BUILD PLUS estimated SHIPPING \$255.00

\$ 10,504.40

Additional 2 Years of Warranty Coverage

\$ 1,982.74

Red card expedite for 3 business days BUILD, plus estimated shipping \$255.00

\$ 675.90

Total before Tax \$ 10,504.40

Tax 8.1875% \$ 860.05

TOTAL \$ 11,364.45

pend NOO
15

--CLARIFICATIONS OF BID--

INCLUDED IN OUR BID

- 1 - Provide and Install Phase Perfect® DIGITAL PHASE CONVERTERS
- 2 - Labor and Material
- 3 - Start up and commissioning
- 4 -

NOT INCLUDED IN OUR BID

- 1 - Bond Premium Fee
- 2 - Hold Harmless Clause Premium Cost
- 3 - Temporary Electric Facilities, Pitch Pans, and Flashings
- 4 - Trenching and Excavating
- 5 - Low Voltage Systems (see inclusions for Infrastructure)
- 6 - Painting or Carpentry
- 7 - Formed Concrete or Precast Manholes (Except Concrete Encased Duct),
- 8 - Cutting, Removal, or Replacement of Concrete, Asphalt, or Architectural Surfaces
- 9 - Fire Rated Enclosures for Ceiling Light Fixtures
- 10 - Additional Ceiling Supports Which May Be Required for Recessed, Lay-in, or Surface Mounted Fixtures
- 11 - Cost of Hauling Trash of From Jobsite; Supplying or Dumping Job Dumpster
- 12 - Control Wiring Not Shown on "E" Drawings
- 13 - Dewatering and Landscaping
- 14 - Utility (Power & Telephone) Service and Line Extension Charges
- 15 - Temporary Protection for Roof
- 16 - Seismic Design other than Standard Manufacturer's Catalog and Installation Information
- 17 - ALL Materials and/or Installation Stated as Provided by Owner per Drawings or Addenda
- 18 - Prevailing wages
- 19 - Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

NAME OF BONDING COMPANY Western Surety Company

NAME OF LOCAL AGENT Menicucci Insurance Agency PHONE (505) 883-3683

By *Bryan Abeyta*



SERVICES AGREEMENT

This Services Agreement is entered into as of March 4, 2024, by and between A and S Enterprises Inc. a corporation and The Village of Toas Ski Valley

WHEREAS, A and S Enterprises Inc. is actively engaged in the business of furnishing Electrical and SCADA services and Products in connection with supporting The Village of Toas Ski Valley

WHEREAS, A and S Enterprises Inc. for the purpose of furnishing such services on an ongoing basis and completing certain specified tasks on the terms and conditions set forth below; and

WHEREAS, A and S Enterprises Inc. in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES.

- (a) A and S Enterprises Inc. agrees to do each of the following:
 - A. Perform the Services set forth hereto and made a part hereof (collectively, the "Services") at and on the time and date set forth hereto.
 - B. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
 - C. Perform the Services in a safe, good, and workmanlike manner by fully-trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order.



- D. Supply all inventory, tools, equipment, supplies, and personnel required to perform the Services under this Agreement; provided, however, that A and S Enterprises Inc. will be entitled to use the Location for the purpose of storing any goods to be utilized during all services
 - E. All such inventory, tools, equipment, and personnel shall be timely supplied, and nothing shall be left at the Location after Services without The Village of Toas Ski Valley prior written approval.
 - F. Ensure that all materials and equipment furnished to its personnel are of good and merchantable quality, unless otherwise agreed by The Village of Toas Ski Valley .
 - G. Provide services and end products that are satisfactory and acceptable to The Village of Toas Ski Valley.
 - H. Remove, replace, or correct all or any portion of the work or end products found unsuitable, without additional cost to The Village of Toas Ski Valley.
- (b) The Village of Toas Ski Valley agrees to do each of the following:
- A. To perform the Services set forth in this Agreement.
 - B. Grant A and S Enterprises Inc. access to the building(s) and facility(s) at the Location.
 - C. Make reasonable efforts to accommodate the employees of A and S Enterprises Inc., grant access to potable water, and provide vehicular access to the service location.
 - D. Provide relevant information to assist with the performance of the Services.
 - E. Satisfy all reasonable requests for assistance in its performance of the Services.



2. NATURE OF RELATIONSHIP.

- (a) A and S Enterprises Inc. agrees to perform the Services hereunder. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Nothing in this Agreement shall create any obligation between either Party and a third party.

3. REPRESENTATIONS AND WARRANTIES.

- (a) The Parties each represent and warrant as follows:
- A. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - B. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - C. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

4. TERM.

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement, will continue until the Services have been satisfactorily completed and A and S Enterprises Inc. has been paid in full for such Services provided, however, that in no event shall this Agreement remain effective for longer than 1 years].

5. TERMINATION.

This Agreement may be terminated:

- (a) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within (30) days of receipt of written notice thereof.



6. RETURN OF PROPERTY.

Within ____10____ days of the termination of the Agreement, each Party agrees to return to the other Party all equipment or other property obtained by such Party from the other Party during and in connection with its performance of its obligations under the Agreement.

7. ASSIGNMENT.

The Village of Toas Ski Valley sign this Agreement freely, in whole or in part. A and S Enterprises Inc. may not, without the written consent of The Village of Toas Ski Valley, assign, subcontract, or delegate its obligations under this Agreement, except that A and S Enterprises Inc. may transfer the right to receive any amounts that may be payable to it for its Services under this Agreement, which transfer will be effective only after receipt by The Village of Toas Ski Valley of written notice of such assignment or transfer.

8. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

9. FORCE MAJEURE.

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

10. INDEMNIFICATION.

- (a) A and S Enterprises Inc. shall indemnify and hold harmless The Village of Toas Ski Valley



- (b) and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees, and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of A and S Enterprises Inc. arising from or connected with A and S Enterprises Inc. carrying out of its duties under this Agreement, or (ii) A and S Enterprises Inc. breach of any of its obligations, agreements, or duties under this Agreement.
- (c) The Village of Toas Ski Valley shall indemnify and hold harmless A and S Enterprises Inc. from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) The Village of Toas Ski Valley operation of its business, (ii) the breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, (iii) any damage, theft, or loss of A and S Enterprises Inc. property (including, without limitation, equipment, plates, utensils, or motor vehicles) occurring at [the][an] Event that is caused by persons attending such Event, or (iv) The Village of Toas Ski Valley breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the A and S Enterprises Inc.

11. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

12. ENTIRE AGREEMENT.

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

13. MODIFICATION.

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties, and such agreement must be in writing and signed by both Parties.



14. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

15. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of New Mexico. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

16. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

18. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.



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

The Village of Toas Ski Valley

By: _____
Name:
Title:

A and S Enterprises Inc.

By: _____
Name:
Title:

Date: _____



VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Agreement between the Village and Core & Main for purchase of 30 hydrants and 20 hydrant extension kits to be installed around The Village of Taos Ski Valley.

DATE: March 22, 2024

PRESENTED BY: John Avila, Village Administrator, Gabe Vasquez Interim Public Works Director.

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley has a Capital Outlay Grant for Fire Hydrants SAP22-G2437-STB that expires in June of 2024. The Village would like to install these hydrants throughout The Village this summer of 2024.

The project must meet the attached specifications provided by Public Works Procurement. The lowest responsible bidder is Core & Main at \$147689.50 before taxes. This is a capital grant funded project.

STAFF RECOMMENDATION: Staff therefore recommends that the Village Council Approval of the proposed agreement for sale of the hydrants and hydrant kits by Core & Main.

Village of Taos Ski Valley

Request for Bid

Hydrants

RFB# 2024-08

Introduction

This request for bid (RFB) is to purchase Hydrants for installation for the Village of Taos Ski Valley.

A copy of the RFB can be obtained from VTSV website at www.vtsv.org. Questions regarding the substance of the RFB or scope of services must be submitted via email to the purchasing contact listed below.

Public Works Department

Marlene Salazar, Procurement Officer

Email: msalazar@vtsv.org

Project Description: The vendor must be able to provide (30) 6'0" Mueller Hydrants w/ 6'0 Bury depth. The vendor must also be able to supply (20) 36" Mueller Hydrant extension kits.

Evaluation Procedure

1. Ability to meet the scope of work.
3. Not to exceed cost \$ _____

PLEASE NOTE: It is the business owner's responsibility to report any applicable Gross Receipts Tax, on form CRS-1, to the State of New Mexico Taxation and Revenue Department. The Village of Taos Ski Valley's location code is 20-430 for the Village of Taos Ski Valley Tax Increment Development District



Bid Proposal for Taos Ski Valley - Fire Hydrants

CUSTOMER	VILLAGE OF TAOS SKI VALLEY #7 Firehouse Rd. TAOS SKI VALLEY, NM 87525	Job Taos Ski Valley - Fire Hydrants Taos Ski Valley, NM Bid Date: 03/13/2024 Bid #: 3314952
CONTACT	Sales Representative Terri Baker (M) 505-301-0511 (T) 505-344-0223 (F) 505-344-0350 Terri.Baker@coreandmain.com	Core & Main 6135 Second Street NW Albuquerque, NM 87107 (T) 5053440223
NOTES		



Bid Proposal for Taos Ski Valley - Fire Hydrants

VILLAGE OF TAOS SKI VALLEY

Job Location: Taos Ski Valley, NM

Bid Date: 03/13/2024

Core & Main 3314952

Core & Main

6135 Second Street NW

Albuquerque, NM 87107



Phone: 5053440223

Fax: 5053440350

Seq#	Qty	Description	Units	Price	Ext Price
10	30	A423 5-1/4VO HYD 6'0"B 6M 3W Y 6'0"BURY,6" MJ SHOE,3WAY,OL YELLOW	EA	3,669.89	110,096.70
20	20	A320-030 36" HYD EXT MUELLER W/KIT 5-1/4VO	EA	1,879.64	37,592.80
40		THE QUOTE AND PURCHASE SHALL BE FOR 20-30 HYDRANTS. AN ORDER FOR 20 HYDRANTS AND 20 EXTENSION KITS WILL WILL BE PLACED INITIALLY. UPON RECEIPT OF THE INITIAL 20 HYDRANTS, THE REMAINING 10 HYDRANTS WILL BE PURCHASED WITHIN 30-60 DAYS, IF NEEDED. TERMS & CONDITIONS APPLY			
50					
60					
70					
80					
90					
100					
110					
120					
130					
160		Terri Baker 3/13/2024 TERRI BAKER, ACCOUNT MANAGER			

Sub Total	147,689.50
Tax	13,200.48
Total	160,889.98

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Agreement between the Village and A&S Enterprises Inc to remove and install blowers.

DATE: March 22, 2024

PRESENTED BY: John Avila, Village Administrator, Gabe Vasquez Interim Public Works Director.

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley recommends A&S Enterprises Inc to dispose and install new blowers to increase aeration. The primary function of aeration is to provide usable oxygen for biological processes. This allows a much higher concentration of microorganisms (the agent that removes the waste from the water) to be maintained than what would naturally occur.

The project must meet the attached specifications provided by Public Works Procurement. The lowest responsible bidder is A&S Enterprise Inc, \$30,855.08 before taxes.

STAFF RECOMMENDATION: Staff therefore recommends that the Village Council Approval of the proposed agreement for removal and installation of new blowers by A&S Enterprises Inc.

Village of Taos Ski Valley

Request for Bid

Installation of Blowers

RFB# 2024-07

Introduction

This request for bid (RFB) is to remove and install (3) Blowers.

A copy of the RFB can be obtained from VTSV website at www.vtsv.org. Questions regarding the substance of the RFB or scope of services must be submitted via email to the purchasing contact listed below.

Public Works Department

Marlene Salazar, Procurement Officer

Email: msalazar@vtsv.org

Project Description: The vendor must be able to provide, replace and install (3) blowers in the Wastewater Treatment Plant located at 38 Ocean Blvd Taos Ski Valley, NM 87525. All blowers shall be the same model of what is currently being used, Model # FPZ-SCL E11-MD-20-3 with accessories. Each blower shall consist of 20 HP-208-230 V/460-60-3 regeneration blower. The unit shall be capable of 310 CFM. RFB must include freight for blowers.

Evaluation Procedure

1. Ability to meet the scope of work.
2. Not to exceed cost \$_____

PLEASE NOTE: It is the business owner's responsibility to report any applicable Gross Receipts Tax, on form CRS-1, to the State of New Mexico Taxation and Revenue Department. The Village of Taos Ski Valley's location code is 20-430 for the Village of Taos Ski Valley Tax Increment Development District



106 Roehl Rd NW
Albuquerque, NM 87107
Office: (505) 922-1196
Cell: (505) 916-7470
E-MAIL: Bryan@asenm.com
www.asenm.com

PROJECT: **Village of Taos Ski Valley WWTP Blowers**
BID DATE: **Wednesday, December 13, 2023**
TIME: **N/A**

ATTN: Gabe Vasquez
OF: Village of Taos Ski Valley
ADDRESS: PO Box100
Taos Ski Valley, NM 87525

PHONE: 575-776-8220
FAX: _____
MOBILE: _____
E-MAIL: gvasquez@vtsv.org

100% Payment and Performance Bond for the amount of this bid can and will be furnished, if requested: Yes _____ No **X**

NM Contractors License No. 380956 Classification EE98 Addenda No's N/A are acknowledged.

NMDOL Contractor Registration # 1758420150713 Issue Date: 7/13/2023 Expiration Date: 7/13/2025

We offer the following prices, firm for 30 days.

SCL e11-MD-20-3 (20hp-208-230/460-60)
eSeries Regenerative Blowers
Estimated SHIP end of May

\$ 28,520.00

Total before Tax	\$	<u>28,520.00</u>
Tax 8.1875%	\$	<u>2,335.08</u>
TOTAL	\$	<u>30,855.08</u>

--CLARIFICATIONS OF BID--

INCLUDED IN OUR BID

- 1 - Provide and Install SCL e11-MD-20-3 (20hp-208-230/460-60) eSeries Regenerative Blowers e11 - MD Series
- 2 - Labor and Material
- 3 - Start up and commissioning
- 4 -

NOT INCLUDED IN OUR BID

- 1 - Bond Premium Fee
- 2 - Hold Harmless Clause Premium Cost
- 3 - Temporary Electric Facilities, Pitch Pans, and Flashings
- 4 - Trenching and Excavating
- 5 - Low Voltage Systems (see inclusions for Infrastructure)
- 6 - Painting or Carpentry
- 7 - Formed Concrete or Precast Manholes (Except Concrete Encased Duct),
- 8 - Cutting, Removal, or Replacement of Concrete, Asphalt, or Architectural Surfaces
- 9 - Fire Rated Enclosures for Ceiling Light Fixtures
- 10 - Additional Ceiling Supports Which May Be Required for Recessed, Lay-in, or Surface Mounted Fixtures
- 11 - Cost of Hauling Trash of From Jobsite; Supplying or Dumping Job Dumpster
- 12 - Control Wiring Not Shown on "E" Drawings
- 13 - Dewatering and Landscaping
- 14 - Utility (Power & Telephone) Service and Line Extension Charges
- 15 - Temporary Protection for Roof
- 16 - Seismic Design other than Standard Manufacturer's Catalog and Installation Information
- 17 - ALL Materials and/or Installation Stated as Provided by Owner per Drawings or Addenda
- 18 - Prevailing wages
- 19 - Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

NAME OF BONDING COMPANY Western Surety Company

NAME OF LOCAL AGENT Menicucci Insurance Agency PHONE (505) 883-3683

By *Bryan Abeyta*



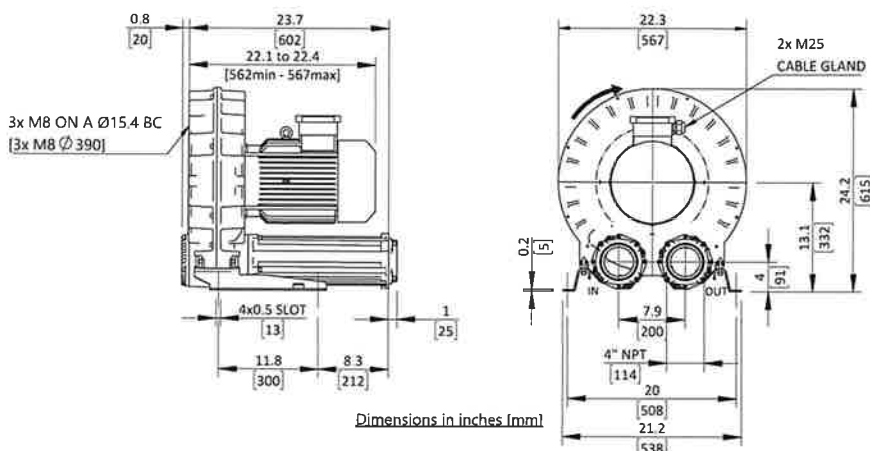
e11-MD

Evolution Series Technical Characteristics

- Premium efficient motor
- High efficiency impeller
- Mountable in any position
- Maintenance free operation
- TEFC (IP55)

Optional Features

- Anodized aluminum components for corrosion resistance
- Increased sealing



Technical Specifications

Model No.	HP	Hz	Open Flow (cfm)	Max Pressure in. H ₂ O	Max Vacuum in. H ₂ O	Efficiency	Voltage	FLA	Starting Current Ratio ¹	dB(A) ²	Weight (lb)
SCL e11-MD-15-3	15	60	319	180	180	91.0%	460	208-230/460	12.5	80	245.8
		50	270	260	170	91.0%	400	200/400		77	245.8
SCL e11-MD-15-3-575	15	60	319	180	180	91.0%	575	575	11	80	245.8
SCL e11-MD-20-3	20	60	319	280	-	91.7%	460	208-230/460	9.7	80	271.2
		50	270	-	-	91.9%	400	200/400		77	271.2
SCL e11-MD-20-3-575	20	60	319	280	-	91.0%	575	575	9.8	80	271.2

Motors include normally closed thermal protector, 1.15 S.F. (60 Hz), tropicalized windings, Class F (B) insulation, and are suitable for use with a VFD (Contact FPZ for pneumatic and speed limits when used with a VFD).

¹Starting current ratio x fla = starting current

²Noise level measured at a distance of 1 m with inlet and outlet ports piped in accordance to ISO 3744

Data is subject to change without notice.

Recommended Accessories

Description	Pressure Safety Valve	Vacuum Safety Valve	Pressure Filter	Vacuum Filter	Check Valve
Part number	VRL6 HP (20HP) ³	VRL6 ³	FS-235P-400	CT-235P-400C	CV40
	VRL6 (15HP) ³				

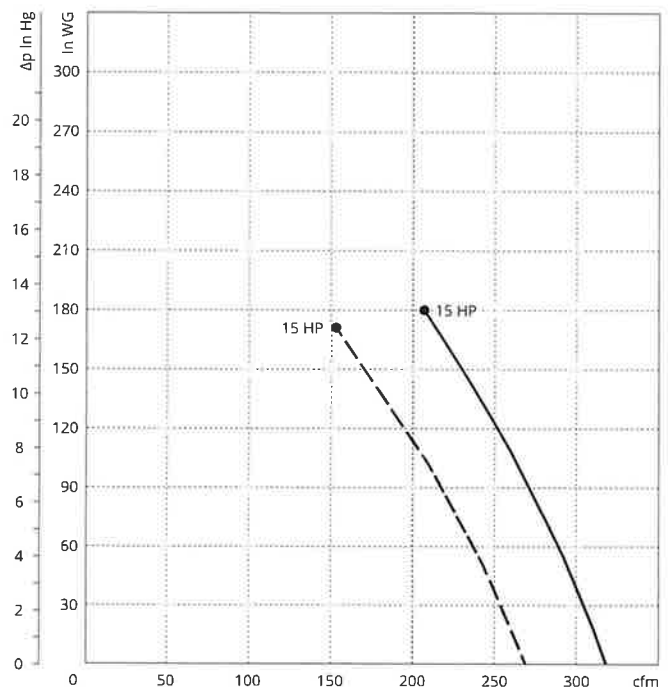
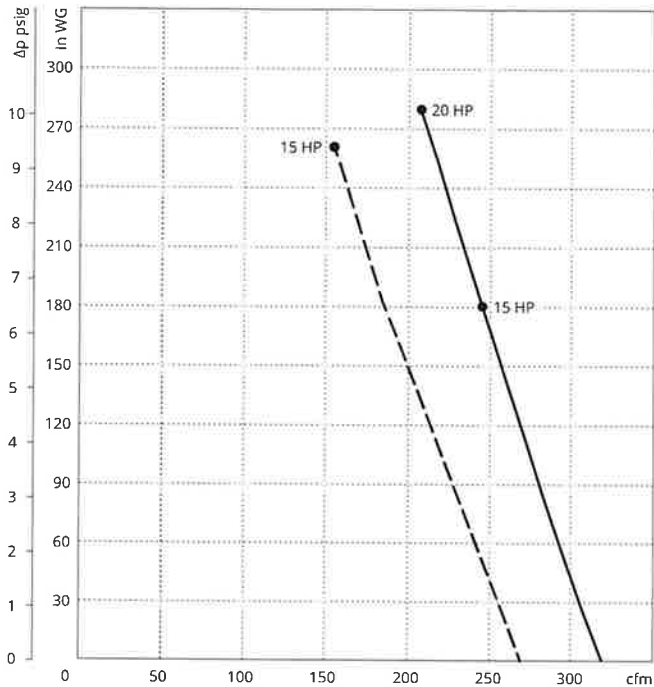
³Valve selections are based on 60 Hz and standard air. Valves are supplied uncalibrated. Safety valves are easy to calibrate, but can be ordered with factory calibration.



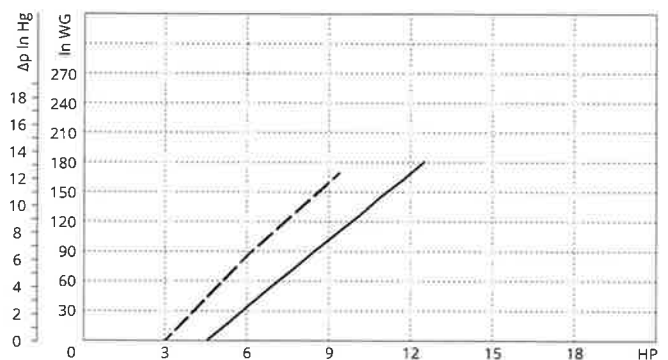
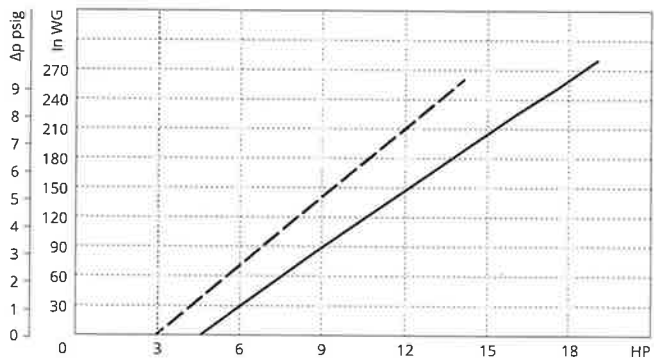
PRESSURE

VACUUM

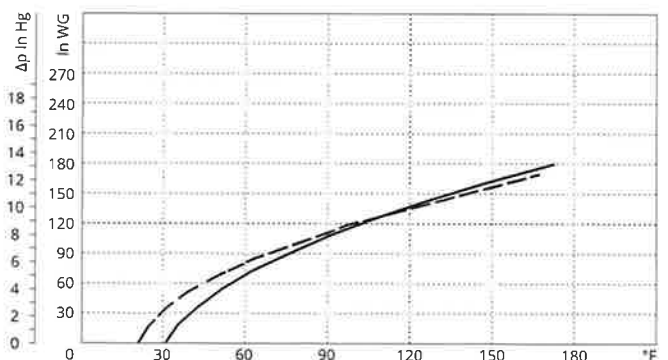
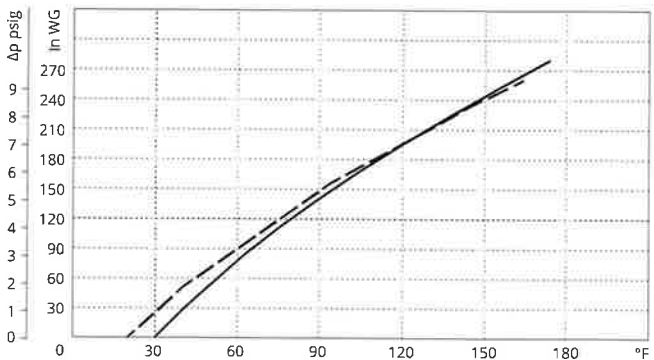
CAPACITY



ABSORBED POWER



TEMPERATURE INCREASE



Curves refer to air at 68°F temperature and 29.92 In Hg atmospheric pressure (abs) measured at inlet port.
Values for flow, power consumption and temperature rise: +/-10% tolerance.
Data subject to change without notice.

KEY
--- 50 Hz
— 60 Hz

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Agreement between the Village and Hyperion International Technologies, LLC to provide and install a remote alarm notification software system for the WWTP.

DATE: March 22, 2024

PRESENTED BY: John Avila, Village Administrator, Gabe Vasquez Interim Public Works Director.

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley needs this remote alarm notification system installed at our WWTP. This will provide an alarm notification to our public works supervisors and employees of any potential threats.

The project must meet the attached specifications provided by Public Works Procurement. The lowest responsible bidder is Hyperion International Technologies, LLC \$13,610 before taxes.

STAFF RECOMMENDATION: Staff therefore recommends that the Village Council Approval of the proposed agreement for installation of the remote alarm notification software from Hyperion International Technologies, LLC.

Village of Taos Ski Valley
Request for Bid
Wastewater Treatment Plant Alarm Notification Scada System
RFB# 2024-09

Introduction

This request for bid (RFB) providing/installing a remote alarm notification software for the Village of Taos Ski Valley Wastewater Treatment Plant located on 38 Ocean Blvd, Taos Ski Valley, NM 87525.

A copy of the RFB can be obtained from VTSV website at www.vtsv.org. Questions regarding the substance of the RFB or scope of services must be submitted via email to the purchasing contact listed below.

Public Works Department
Marlene Salazar, Procurement Officer
Email: msalazar@vtsv.org

Project Description: The vendor must be able to provide remote alarm notification system for the Village of Taos Ski Valley MBR control system. Configuration and loading of the existing HMI application must be loaded on a desktop PC, and be accessible by mobile app. The alarm notification system must be tested once installed and provide remote assistance to assure proper operation of the remote alarming system.

Evaluation Procedure

1. Ability to meet the scope of work.
2. Level of start up support/Warranty
3. Not to exceed cost \$_____

PLEASE NOTE: It is the business owner's responsibility to report any applicable Gross Receipts Tax, on form CRS-1, to the State of New Mexico Taxation and Revenue Department. The Village of Taos Ski Valley's location code is 20-430 for the Village of Taos Ski Valley Tax Increment Development District



Hyperion International Technologies, LLC
Austin, Texas

Marlene Salazar
Deputy Clerk
Public Works Administrative Assistant
Village of Taos Ski Valley
PO Box 100
Taos Ski Valley, NM 87525

March 19, 2024

Taos Ski Valley HMI / Alarm Notification System, revision 1

Hyperion International proposes to provide engineering, design, PLC and HMI programming, testing and remote startup support for the configuring the desktop HMI application, and adding remote alarm notification software for the Village of Taos Ski Valley MBR control system

The following will be provided:

- Configuration, loading and testing of existing HMI application onto a new desktop PC (provided by Village).
- Installation, configuration and testing of new remote alarm notification system.
- Additional programming and testing for calibration and scaling analog inputs.
- Remote commissioning support.

This revision includes the following changes:

- Revised payment terms

REMOTE ALARM SYSTEM

Hyperion will load, configure, and test Win-911Pro remote alarming software to provide operators with real time alarms via SMS (text) and email.

ANALOG SCALING AND CALIBRATION

Hyperion will provide HMI and PLC programming to add a window to the HMI allowing operators to manually re-scale and calibrate analog inputs for instruments connected to the MBR control system.

STARTUP SUPPORT

Hyperion will provide remote assistance to assure proper operation of remote alarming system.

WARRANTY

Hyperion will warranty our work including engineering and panel fabrication for a period of one year from delivery to the project site. This is a "make good" warranty: if a defect

is found in our scope of work, Hyperion will bear the cost to repair the defect. For any components which Hyperion purchases and supplies on the project, we will transfer the manufacturer's warranty to IWS. We will not accept liability for consequential damages or losses such as lost production time or violation of discharge permits.

LUMP SUM PRICING

Software, Hardware, Engineering, design, programming and testing	12,650
Remote support	960

TOTAL	\$ 13,610
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EXCEPTIONS AND CLARIFICATIONS

- Instrumentation and control devices by others
- Installation of instruments, devices, conduit, cable and wiring by others
- PLC and HMI programming software are not included.

TERMS AND CONDITIONS

Payment terms are NET 30 days. No sales or use taxes are included in the fixed prices given. Lump sum prices for each item includes crating panels for shipment. Shipping to project site is not included

Hyperion requests progress payments as follows:

- ✧ 90 % upon configuration and delivery of hardware
- ✧ 10 % upon installation and testing

This proposal is valid for sixty days after issue.

Thank you for considering Hyperion for this work. Please let me know if I can be of further assistance.

Best Regards,

Scott Johnson, P.E.
Control Systems Engineer

Reference: Proposal 03220-001.1



POST OFFICE BOX 100
Taos Ski Valley
New Mexico 87525

(575) 776-8220
(575) 776-1145 Fax

E-mail: vtsv@vtsv.org
Web Site: vtsv.org

MAYOR:
Christopher Stanek

COUNCIL:
Henry Caldwell
J. Christopher Stagg
Doug Turner
Thomas P. Wittman,
Mayor Pro Tem

**VILLAGE
ADMINISTRATOR:**
John Avila

CLERK:
Ann M. Wooldridge

FINANCE OFFICER:
Carroll Griesedieck

Taos Ski Valley Lodgers Tax Board
Christopher Stagg, Chair

Rodger Mariani, Chair
7 Firehouse Road
PO Box 100
Taos Ski Valley, NM 87525

Dear Chairmen,

The Village Administration would like to request the Village Lodgers Tax Board funding to help pay for improvement to the Village Website. Without the support of Mayor Neal King the current Village website would not be possible. The Village continues to get requests to upgrade our Village Website, however we are without the resources to tackle the work required to make the upgrades to the Village website. Village Staff have begun to explore the steps that are required to improve the website and have found that the Village of Taos Ski Valley Chamber of Commerce has the experience to manage the upgrade project. An amendment to the current service contract is needed for the website work.

With the recent release of commitment to the North Central Regional Transportation District, the budgeted \$45,000 for FY2024 will not be used for a shuttle service. I request that the Lodgers Tax Board budget use of the remaining \$45,000 allotted for 2023 ski season NCRTD service to be spent on improving the Village website as allowed in 2021 NMS Ch3, A 38, S 3-38-21, a (4). With the assurance that the Lodgers Tax Board will recommend the unused \$45,000 be budgeted to the upgrading of the Village website, the Village can pursue the procurement for the website project.

Planning for FY2025 shuttle program will require not yet determined amount to budget for the upcoming ski season. The commitment that at least the basic subsidy is mutually reserved by the Town of Taos, Taos County and NCRTD for the service, is the basic prerequisite to create an MOU for a shuttle agreement. With the assurance that the Lodgers Tax Board will recommend that the unused \$45,000 be budgeted to upgrade the Village website, then the Village can pursue the website project once it is fully procured.

Thank you,

John Avila