



VILLAGE COUNCIL REGULAR MEETING AGENDA
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, APRIL 26, 2024 1:00 PM

1. CALL TO ORDER AND NOTICE OF MEETING
2. ROLL CALL
3. APPROVAL OF THE AGENDA
4. APPROVAL OF THE MINUTES OF THE MARCH 22, 2024 VILLAGE COUNCIL REGULAR MEETING
5. PRESENTATION: VILLAGE OF TAOS SKI VALLEY CHAMBER OF COMMERCE DIRECTOR DAN VAUGHAN REGARDING VILLAGE WEBSITE
6. 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.
7. COMMITTEE REPORTS
 - A. Planning & Zoning Commission
 - B. Public Safety Committee
 - C. Firewise Community Board
 - D. Parks & Recreation Committee
 - E. Lodger's Tax Advisory Board
8. REGIONAL REPORTS
9. MAYOR REPORT
10. STAFF REPORT
11. OLD BUSINESS
12. NEW BUSINESS
 - A. Consideration to Approve **Resolution No. 2024-574** Requesting a permanent Budget Adjustment to the FY2024 budget (BAR) to increase the Hold Harmless GRT Revenues and Related transfers out of the General fund (110), while increasing the transfers in for pledged funds to the USDA (403) for debt service, and for 7% each general support to Municipal Streets fund (216) and Water Reserves fund (535)
 - B. Consideration to Approve **Resolution No. 2024-575** Requesting a permanent Budget Adjustment to the FY2024 budget (BAR) to adjust budgeted Rent Transfers needed due to FY24 changes in Department offices rented at the Village Complex
 - C. Council Acknowledgement of the FY2024 3rd Quarter Financial data for submission to the Department of Finance, Local Government Division by April 30, 2024
 - D. Consideration to Approve **Resolution No. 2024-576**, a Resolution to accept the First Amendment for time extension of the FY2022 - 2024 NM DOT Municipal Arterial Program (MAP) Cooperative Agreement L500522
 - E. Consideration to Approve **Resolution No. 2024-577** Authorizing for the Assignment of Signature Authorized Officer(s) for the NMED Capital Appropriations Agreements: E2240, F2393, G2434, G2437, H2504, and H4297
 - F. Consideration to Approve Huitt Zollars Professional Services Contract Amendment Related to Expanded Scope of Services, Compensation, and Term Extension for the Twining Road

Reconstruction Project

G. Consideration to Award Ultra-sonic Water Meter Project Contract to Zenner USA

H. Consideration to Approve Awarding Contract to Phoenix Mechanical for Village Electrician to Underground Individual Services using KCEC Franchise Fees

I. Consideration to Approve a Memorandum of Agreement with the Greater Valle de Taos Water and Wastewater Alliance for Mutual Member Assistance

J. Consideration to Approve a Memorandum of Agreement with the Greater Valle de Taos Water and Wastewater Alliance members to participate in an Association for Collaboration in Building Water Systems Resiliency

K. Consideration to Approve an Agreement between the Village of Taos Ski Valley and Core & Main, Inc. for purchase of 50 tamper-proof Fire Hydrant locks

L. Consideration to Approve Entering a Contract for a Wildland Fire Coordinator

M. Consideration to Approve Entering a Contract for Purchase of a new Medical Rescue/ Ambulance Unit

N. Discussion and Consideration to Approve Mayor's request for Personnel Action Terminating an individual's employment with the Village. Governing Body approval of this action is required to ratify this action pursuant to Section 3-11-6(D) NMSA 1978. The Governing Body, on motion duly made and adopted, may discuss this matter in executive session pursuant to Section 10-15-1(H)(2) NMSA 1978.

13. MISCELLANEOUS

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

15. ADJOURNMENT

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



**VILLAGE COUNCIL REGULAR MEETING DRAFT MINUTES
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

The regular meeting of the Village 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 Marie Wooldridge, Village Clerk, called the roll and quorum was present.

Governing Body Present:

Councilor Henry Caldwell

Councilor Chris Stagg

Councilor Doug Turner

Councilor Tom Wittman

3. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as written

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

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

MOTION: To approve the minutes as presented

MOTION: Councilor Wittman **SECOND:** Councilor Turner **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 Christof Brownell asked whether the Village was receiving any GRT from Cannabis sales, and he also asked about whether there was any forward movement on the recycling program re-starting.

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.

A. Amizette Resident Tycho Castberg spoke in favor of the Village plowing the roads in Amizette.

B. Councilor Caldwell spoke on behalf of James Kerner in favor of the Village plowing the roads in Amizette.

6. COMMITTEE REPORTS

A. Planning & Zoning Commission Chair Wittman announced the next meeting of the Planning and Zoning Commission to be held April 1, 2024 at 1:00 p.m. No meeting was held in March.

B. Public Safety Committee Chair Caldwell reported that a meeting had been held on March 4, 2024. Discussion took place around the electrical undergrounding ordinance, which was updated and

adopted in February 2024. An RFP has been issued for an electrical contractor for the Village to hire to coordinate undergrounding between property owners and KCEC. Notices are being sent to non-TSVI restaurants to notify them that they must use the grease disposal bins located in Gila Monster Parking for grease, and not the compactor. Some residents have inquired about obtaining new house numbers from the Village. Chief Matt Rogers is coordinating these requests and can be reached at mrogers@vtsv.org. Chief Vigil reported that the officers have been diligent about ticketing cars parked illegally in the Village parking spots in Deer Parking.

C. Firewise Community Board

NFL Grant Coordinator Bowden reports that he is issuing RFPs for contractors to conduct thinning beginning in the Bull-of-the-Woods area. Homeowners with questions can contact Building Official Bowden at jbowden@vtsv.org. No Taos County Emergency Services exercise took place last month. Councilor Caldwell said that he sent a letter asking that a future drill center around a wildfire emergency taking place between Taos and Taos Ski Valley. Chief Rogers submitted a grant for \$200,000 to rewrite the CWPP. Public Safety has been awarded two grants from the NM Department of Energy, Minerals, and Natural Resource totaling \$45,000 to be used for wildland fire equipment and hiring a wildland fire coordinator.

D. Parks & Recreation Committee Chair Woodard reported that there would be two items for approval at this Council meeting: approval of the Committee Scope, Roles, and Member Positions, and approval of the Resolution formally establishing the Parks & Recreation Committee. The Committee will be seeking grants and other funding.

E. Lodger's Tax Advisory Board: Councilor Stagg announced that no meeting was held. Chair Mariani has been working with Finance Director Griesdieck on a budget for next year. Collections of lodgers' tax have been lower than for previous years.

7. REGIONAL REPORTS

Administrator Avila reported on the Enchanted Circle Council of Governments meeting where the Taos County Landfill was discussed. Recycling efforts have stalled because recycling needs to be a subsidized program; there aren't markets available for selling most recycled items. There will be an effort to get an ICIP list composed for the Landfill itself, not in conjunction with the Town of Taos, for better funding opportunities. The ECOG is looking at how to work with the NM Film Office on projects using lodgers tax funding. Administrator Avila reported that the effort continues to form an alliance of municipalities to help one another with water and wastewater professionals.

Director Nicholson said that he had presented to the Rio Hondo Watershed Stakeholders meeting. The focus of the presentation was on land use and development in Taos Ski Valley and its impact on the Rio Hondo and surrounding stream systems. He thought that the information was well received. Other presenters were the Des Montes Neighborhood Association, John Kelly with TSVI, and a representative of the Mutual Domestic Association.

Director Nicholson attended the monthly meeting of the Regional Transportation Planning Organization, and the North Central Economic Development District about moving to an updated E911 system.

8. MAYOR REPORT: Mayor Stanek thanked the Village Staff for helping out with the Village Community Meeting on Saturday May 16, 2024. Mayor Stanek also thanked the Council Members for attending and presenting.

A. Consideration to Appoint the Parks & Recreation Committee Member Roster with the Amendment of the Secretary position being rotated.

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

MOTION: To Approve the Mayor's Appointment of the Parks & Recreation Committee Members as amended

MOTION: Councilor Turner

SECOND: Councilor Wittman

PASSED: 4-0

B. Discussion of Village Website and Marketing

Administrator Avila reported that the Village has talked to the Village of Taos Ski Valley Chamber of Commerce Director Dan Vaughn about how to proceed with updating the Village website. The Village is inquiring about funding for this project and where the funding will come from.

Dan Vaughn said that he is researching several companies that design municipal web sites as a specialty. Councilor Turner reported that he had made inquiries and has compiled a list of things for municipalities to consider when formulating ideas for a new website structure. Councilor Caldwell stressed that the community be involved as the website evolves in order for the needs of the citizens to be met.

9. STAFF REPORT: Administrator Avila said that in the interest of time, Staff reports have been submitted in advance in writing for the Council to review and are part of the Council Meeting Packet presented for the meeting and posted to the website for the Public to view.

The Council Members especially thanked the Police Officers for their work in controlling speeding, and passing on the double line in Amizette, and for looking out for the Village parking spaces in Deer Lot.

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

This will allow Fire Department employees to participate in this plan with minimal cost to the Village.

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

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

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

MOTION: 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

MOTION: Councilor Wittman **SECOND:** Councilor Turner

AMENDED MOTION: 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 \$341,555.85, and release from escrow a balance of \$688,278.25 for return to TSVI

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

VOTING NAY: Councilor Caldwell **ABSTAINED:** Councilor Stagg

C. Consideration to Approve Plowing of Municipal Roads in Amizette

Discussion took place concerning the Village taking on plowing of roads in Amizette.

MOTION: To Approve Plowing of Municipal Roads in Amizette

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MOTION: Councilor Caldwell **SECOND:** Councilor Wittman **FAILED:** 3-1

VOTING NAY: Councilor Stagg, Councilor Turner, Councilor Wittman

AMENDED MOTION: To Approve and Develop a policy for Plowing of Municipal Roads and present this policy before Council by June 30, 2024.

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

(Councilor Turner left the meeting.)

- 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

MOTION: 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

MOTION: Councilor Stagg **SECOND:** Councilor Wittman **PASSED:** 3-0

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

MOTION: To Approve **Resolution No. 2024-566** Approving Setup and Budget approval for a new Fire Enterprise fund

MOTION: Councilor Wittman **SECOND:** Councilor Stagg **PASSED:** 3-0

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

MOTION: To Approve **Resolution No. 2024-569** Approving the Parks and Recreation Committee Scope, Roles, and Relations

MOTION: Councilor Turner **SECOND:** Councilor Wittman **PASSED:** 3-0

- 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

MOTION: 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

MOTION: Councilor Wittman **SECOND:** Councilor Stagg **PASSED:** 3-0

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

MOTION: Consideration of Action with Regard to the Bid Received for the Phoenix Switchback Water Line Replacement Rebid

Dennis Engineering will make plans to bid this project in smaller sections.

MOTION: Councilor Stagg **SECOND:** Councilor Caldwell **PASSED:** 3-1

VOTING NAY: Councilor Wittman

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- 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

MOTION: 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

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

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

MOTION: To Approve Award for Fire Hydrant Purchase to Core and Main

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

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

MOTION: To Approve Award for Sewer Plant Blower Installation for Extended Capacity to A&S Enterprises

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

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

MOTION: To Approve Awarding a Contract for a Service Agreement for a Plant Alarm Notification SCADA System to Hyperion International Technologies, LLC

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

- 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

MOTION: 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

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

12. MISCELLANEOUS

13. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL: The next meeting of the Village Council will be a special meeting on Monday March 25, 2024 at 11:00 a.m. to consider a DOT extension grant. The following meeting will be a Village Budget Council Meeting on Tuesday April 16, 2024 at 2:00 p.m. The next regular meeting of the Village Council will be held on Friday April 19, 2024 at 1:00 p.m. (Note: this was later changed to Friday, April 26, 2024 at 1:00 pm)

14. ADJOURNMENT:

MOTION: To adjourn

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

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

Attest

Mayor Chris Stanek

Village Clerk, Ann Marie Wooldridge

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

VTSV Web Site Build Executive Summary

1. **Granicus** - <https://granicus.com/success-stories/>
 - Work Examples: Aspen.gov; townofgypsum.com
 - Timing: 9-12 weeks

Summary – Granicus is perhaps the most thorough and feature-laden platform of the 5 options we've evaluated, offering solutions for municipal, county, state and federal agencies. They also have submitted the most expensive of the 4 proposals we've received.

Key Feature Sets

1. Short-term Rental compliance tool; [currently in use by town of Taos]
2. Easy to use CMS
3. Digital Forms builder w/ Open API for payment collections
4. Agenda creation & management
5. 1-to-many communications tool

Pros

- Short-Term Rental compliance tool, while expensive, theoretically should pay for itself in Year 1
- Meeting & Agenda Management tool is robust
- STR tool can be integrated with other vendor platforms

Cons

- Customer account creation is exorbitantly priced
- Product modules are priced a la carté, resulting in higher costs
- Highest priced solution
- 7% uplift in subscription fees annually w/ 5 year contract [negotiable]

Quoted Price:

Module	One-Time Fees	Annual Fees
Website (OpenCities)	\$8,295	\$7,550
Digital Forms (OpenForms)	N/A	\$6,280
Communication (govDelivery)	\$3,456	\$7,314
Customer Portal (FirmStep)	\$43,255 (may need custom work ranging between an additional \$45,000-75,000)	\$26,645

Agenda Management (Peak)	N/A	\$3,881
STR Host Compliance (Address Identification, Compliance Monitoring, Rental Activity Monitoring, STR Registration Portal, STR Tax Collection Portal, Mobile Permitting & Registration, Tax Collection)	N/A	\$13,003
Total	\$55,006	\$64,673

2. CivicPlus <https://www.civicplus.com/>

- Work Examples: kenai.city ; <http://landerwyoming.org/>
- Used by Red River, Angel Fire & Town of Taos
- Timing: 11-12 week development cycle

Summary – CivicPlus is widely used by municipalities, counties and states across North America. They offer “Premium” and “Ultimate” design options, as well as a fully-custom web site build for a \$25k build fee and \$9,000 in annual subscription. This does not include other modules such as Permitting & bill pay tools, etc.

Key Feature Sets

- Open source CMS [Drupal] with custom dashboard module they layer on top; easy to use for site management
- Specialize in ADA compliance [required]
- Permitting and bill pay tools [requires separate contract w/ payment service]
- Agenda creation & management
- 1-to-many communications tool
- Municode codification: pulls together adopted ordinances and codes that are searchable in a database

Pros

- Flexible terms for payments: 30/70 in terms of project build costs; can also split 12 mo/ subscription payments into 18 mos to defer costs
- Pricing: No implementation fee; solution delivers solid ‘bang for the buck’
- Emergency notification module comes w/ base install of web site
- Open-source solution offers increased development flexibility
- Tried and true platform w/ over 10,000 customers

Cons

- Do not have an STR compliance tool – but option to integrate w/ Granicus’ product
- SMS tool is additional \$550/yr for 1-to-many communication tool
- Payments module is an add-on cost of \$1785/yr w/ \$3k set up fee

Quoted Pricing

- Baseline Build Fee = \$4850 – \$6000; Annual Subscription = ~\$9000
 - Custom Build = \$25,000 build fee + \$9000/yr subscription
-

3. **MunicipalOne** <https://www.municipalone.com/default.aspx>

- Work Examples: www.oibgov.com , www.northbendoregon.us
- Timing = 14-16 week development cycle

Summary – MunicipalOne is a viable platform and alternative with simplified pricing structure. Big benefit is online payments and Agenda/meeting Management features are included in the base price. The UI is simple and user-friendly, however there is concern with their customer base – which doesn't seem very deep.

Key Feature Sets

- User account management, multilingual support, and ADA compliance
- Workflow automations including licensing and bill pay
- Meeting/Agenda builder w/ real-time minutes & e-notifications
- Resident dashboard / account creation
- 1-to-many resident communication tool

Pros

- Available 3-year payment terms w/ no interest or fees
- Baseline build includes online payments and Agenda Management functionalities
- Resident dashboard is user-friendly and better UX than other platforms
- Online business licensing
- Robust meeting/agenda tool
- Price includes all content migration

Cons

- Initial stand-up costs are higher
- Codification feature is additional \$\$

Quoted Pricing

- ~\$25,000 in year 1, includes build and 1st year's software license
 - ~\$10k annual recurring licensing costs
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4. **Revize** <https://www.revize.com/>

- Work Examples: <https://cityofmyrtlebeach.com/> , <https://www.arcadiaca.gov/>
- Timing = 21-27 week development cycle

Summary – The Revize platform is widely used by municipalities across the country. Currently Kirtland NM and Harding County NM are re-designing their sites with Revize. The Custom Build option is more robust and comes w/ more feature sets, however key tools such as Interactive Forms and community/public safety alerts are additional costs. The Template build has a quick timeline of 5-10 weeks, but functionality is limited at best.

Key Feature Sets

- Curated search module is unique to the platform
- Multi-lingual feature is included in base-line build
- Strong Calendar feature
- ADA signals built into the CMS

Pros

- Pricing is most affordable of all proposals
- Simplified UI and feature sets
- Training program for site management is robust
- User support & website security features
- Drag & Drop CMS makes site changes easy
- Built-in analytics module
- Interest free payment plans
- Template build is only 5-10 weeks

Cons

- Timeline for custom build is longest of the 4 proposals received
- Permit process is a simple form build – does not include workflow automations
- Alerts and Interactive Form applications are additional annual expense
- 1-to-many communications is additional expense
- Functionality is limited compared to other platforms

Quoted Pricing Custom Build

- ~\$12,000 in year 1, includes build and 1st year's software license
- ~\$3k annual recurring licensing costs
- Public Safety alerts = \$950 set-up fee + \$700/yr license
- Interactive forms = \$1950 set up fee + \$900/yr license

Quoted Pricing Template Build [out of the box]

- ~\$6,200 in year 1, includes build and 1st year's software license
- ~\$2k annual recurring licensing costs

Recommendation

Considering product features, future-proofing, platform demos, testimonials & costs uncovered during this initial discovery phase, we feel that any of the above providers could meet the Village's digital platform needs. That said, it is our recommendation that VTSV choose the baseline option from CivicPlus, and, if desired – integrate Granicus' short-term rental compliance module as a 'bolt-on' feature. This end-product would give the Village & its stakeholders a proven platform that delivers improved functionality, flexibility to expand features in the future, all at a cost that seems amenable given the proposed budget. The addition of the Granicus STR compliance tool will help the Village recover under reported lodgers tax revenues.

Addendum Agreement to Taos Ski Valley Chamber of Commerce Annual Service Contract with the Village of Taos Ski Valley

Parties Involved:

This Addendum ("Agreement") is entered into between Village of Taos Ski Valley ("Client") and The Taos Ski Valley Chamber of Commerce ("Contractor") on [Date of Agreement].

Scope of Work:

The Client hereby engages the Contractor to perform product & project management services as described in the project proposal dated [Date of Proposal]. The scope of work includes but is not limited to:

- Interview, evaluation and recommendation of Web Development proposals from TBD number of Vendors.
- Project scope services including interviews with product stakeholders, both internal and external.
- Project management services to include weekly meetings, asset procurement and delivery and communications where needed with selected Vendor.
- Assist with compiling content inventory and transfer of content, beyond the scoped amount of content transfer provided for in the agreement with chosen Vendor.
- Progress reports & 2-phase design review for internal stakeholders
- Testing and debugging of beta version of web site product.

Rates:

The Contractor agrees to perform the services at a rate of \$30 per hour. Any additional expenses incurred during the project, such as software licenses, premium plug-ins, stock imagery or third-party services, will be invoiced separately and must be approved by the Client in advance. Overhead costs of 15% of the combined labor & materials costs will be added to each submitted invoice. This fee covers project management, communications tools and administrative costs associated with the project.

Terms of Payment:

The Client agrees to pay for the services rendered by the Contractor based on the actual time spent on the project at the agreed-upon hourly rate. Invoices will be submitted bi-weekly/monthly (as agreed upon) and are payable within 15 days from the date of receipt.

Time Tracking:

The Contractor will maintain accurate records of the time spent on the project, which will be made available to the Client upon request. The Client reserves the right to verify the accuracy of the time tracking records.

Change Orders:

Any changes or additions to the scope of work must be documented in writing and approved by both parties. Additional work requested by the Client will be billed at the agreed-upon hourly rate.

Termination:

Either party may terminate this Agreement upon written notice to the other party. In the event of termination, the Client agrees to compensate the Contractor for all services rendered up to the termination date.

Confidentiality:

Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the course of the project.

Governing Law:

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

Entire Agreement:

This Agreement constitutes the entire understanding between the Client and the Contractor and is an addendum to the current and valid agreement between the Village of Taos Ski Valley and the Taos Ski Valley Chamber of Commerce.

Signatures:

By signing below, the parties acknowledge that they have read, understood, and agreed to the terms and conditions of this Agreement.

[Client's Administrator's Signature] _____ Date: _____

[Contractor's Officer Signature] _____ Date: _____

[Print Name and Title of Client] Village of Taos Ski Valley

[Print Name and Title of Contractor] Taos Ski Valley Chamber of Commerce

Village of Taos Ski Valley

Parks & Recreation Committee Report to Village Council

April 19, 2024

Regular meeting was held March 26, 2024. Though a quorum was not present, the following were presented---Memorial Bench program proposal; Patrick Nicholson verbal report of his summer plans; proposal of PARC adopting a resolution regarding Open Meetings Act.

Activities during March/April:

Budget for Fiscal Year 2025 PARC was developed with VTSV Finance Director.

Hanging flower baskets ordered for Sutton Place and plaza---will be installed mid June

TSVI invited PARC representation to review landscape architect work for the Kachina Basin plans. Ideas were identified which could add more parking capacity to the Hiker Parking lot; discussed property boundary between VTSV wetlands property and TSVI property where venue is located; also discussed possible wetlands trail/ picnic area alternative, with trailhead on Kachina Road; discussed the trail constructed by TSVI in 2023 from Deer Lane path to Kachina Road.

Continued work to understand property boundary location along north side of wetlands. Also discussions were initiated with EPA and Army Corps of Engineers to understand rules and regulations for boardwalks and trails in wetlands.

Rocky Mountain Youth Corps primary contact point for the contract with VTSV has left the RMYC; inquiries started to identify replacement contact from the Youth Corps.

Spring Cleanup Day is planned for Tuesday May 28, 2024. PARC is pleased that TSVI has agreed to collaborate on this event. The event will start at 9 am and conclude with lunch in the plaza starting at 11:30 am. PARC plans to conduct a survey at lunch that will begin the process of soliciting ideas and priorities from residents and stakeholders on trails, open space, parks, recreation, and beautification in the valley.



Village of Taos Ski Valley
Resolution No. 2024-
Public Safety Committee
Scope, Roles, & Relations

WHEREAS, the Village of Taos Ski Valley is served by a Public Safety Committee,

NOW, THEREFORE BE IT RESOLVED, that the Public Safety Committee is appointed by the Mayor and approved by the Village Council to review and advise upon matters of policy assigned by the Village Council involving public health, welfare, and safety; including issues related to police, emergency management, public defense and prosecution, municipal court, nuisance abatement, and code enforcement issues.

NOW, THEREFORE BE IT RESOLVED, that the Village of Taos Ski Valley Public Safety Committee shall operate as follows:

The Public Safety Committee serves as a conduit for communications between the Police Department, Fire Department, Village Supervisory Staff, and the citizens of the Village of Taos Ski Valley. As the title implies, the Committee is dedicated to the public safety of the Village of Taos Ski Valley. The Committee works by having a representative from the Village Public Safety Department meet with members of the Public Safety Committee once a month to discuss current safety issues and possible resolutions to them. Representatives from other Village Departments that relate to Public Safety are welcome to attend. In addition, members of the community are also welcome to attend.

NOW, THEREFORE BE IT RESOLVED that Membership, Officers, and Terms shall be as follows:

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 Village 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.

NOW, THEREFORE BE IT RESOLVED that Meeting Schedule shall be as follows:

The Public Safety Committee shall meet monthly, and the meeting announcement and agenda will be posted at least 3 days prior. The meetings will be conducted via Zoom or with a Zoom teleconference option. All records of the meetings, agendas, and minutes are submitted to the Village for custody.

NOW, THEREFORE BE IT RESOLVED that the Relationship with Village Staff shall be as follows:

The Committee works at the pleasure of the Village Council collaborating with Village Staff to conduct the work of the Committee. Representatives from all Village Departments that relate to Public Safety and other citizens are welcome to attend the meetings.

Finance Report for April 19, 2024 Meeting:

Revenues March 2024:

GRT: This month last year: \$293,244

This month this Year: \$335,780

Last Year YTD: \$1,222,861

This Year YTD: \$1,430,175

Lodgers Tax:

This month last year: \$136,997

This Month this year: \$142,151

YTD Last year: \$538,951

YTD This year YTD: \$504,038

REVENUES:

- We received **\$73,173** in hold harmless GRT revenue in March which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is up 17% from last year.
- Fiscal YTD Combined Water and Sewer revenues collected are up 27% from last year.
- Fiscal YTD Lodger's tax collections are down 6% from last year.
- Fiscal YTD Building permits are down 68% from last year.
- The Village received **\$2,911** in property tax collections in March 2024.
FYTD Property Tax Collections are up 3.4% from last year.
- The TIDD received **\$626,971** in GRT in March 2024.

EXPENSES:

- July 23 – Mar 24 Expenses vs same period LY are increased mostly due to due to:
- Expenses in Professional Contractors incurred for Water Line Replacement on Cliffhanger Loop & Upper Twining & Hiker Parking Loop, payments for repairs at Village Complex, 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 acquiring 4 more vehicles this Fiscal Year. Building Maintenance increase is the Village Complex 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.
- Added Software: Penguin (Fire), Pointman (PW), & balance paid Ambitions software from 2022 missed invoices.
- Added Subscriptions/Dues: Garmin (EMS), Allterra for Trimble (PW), ECRFP (Fire)
- Capital purchases/acquisitions – LE Vehicles & John Deere Loader.

March/April 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 4/15/24-5/31/24 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 were submitted by the due date of 3/15. We await news of those awards. A Resolution to accept the extension granted for the unused 2022 DOT MAP grant that expires to 6/25 is included in this month's agenda items.

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.

Proposed GRT rates for VTSV will go from 8.9375% to 9.4375% for the period of July - Dec 2024.

This increase of 0.5% is due to the county rate increase for addition of the County Hospital Increment 0.5%. The Village Municipality does not receive any of the county grtx portion currently, and so the total % to VTSV is unaffected by this rate increase. The entire 0.5% grtx rate increase for this period will be entirely allotted to the county.

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.

The state portion going entirely to the state is 3.650%.

The county portion going entirely to the county is 2.125%, up from 1.625% the previous period.

Preliminary Statement of Revenue Expenses

July 23 - Jan 24 vs same July 22-Jan 23

FY through		3/31/2024	3/31/2023		
Account	Title	Balance	Balance	Change	% Change
41100	Franchise Tax	\$ 47,426.30	\$ 48,323.15	\$ (896.85)	-1.86%
41250	Gross Receipts Tax - Municipal	\$ 773,516.83	\$ 682,409.98	\$ 91,106.85	13.35%
41258	GRT - Municipal Tax HH	\$ 325,129.23	\$ 212,418.85	\$ 112,710.38	53.06%
41259	CMP - Compensating Tax	\$ 13,799.76	\$ 15,104.52	\$ (1,304.76)	-8.64%
41260	ITG - Interstate Telecom Gross	\$ 68.39	\$ 105.64	\$ (37.25)	-35.26%
41500	Property Tax - Current	\$ 453,562.15	\$ 438,856.38	\$ 14,705.77	3.35%
42401	GRT Shared - Municipal Equival	\$ 439,660.75	\$ 430,344.26	\$ 9,316.49	2.16%
43300	Building Permit	\$ 14,708.99	\$ 45,419.36	\$ (30,710.37)	-67.62%
43400	Business Licenses/Registration	\$ 5,035.00	\$ 7,580.00	\$ (40,384.36)	-532.78%
43500	Liquor Licenses	\$ -	\$ -	\$ -	
43800	Zoning Permits	\$ 16,457.16	\$ 23,485.98	\$ (7,028.82)	-29.93%
43900	Other Licenses and Permits	\$ 482.50	\$ 5,857.50	\$ (5,375.00)	-91.76%
44270	Impact Fees	\$ 355,185.14	\$ 292,786.83	\$ 62,398.31	21.31%
44990	Other Charges for Services	\$ 146,893.75	\$ 73,156.44	\$ 73,737.31	100.79%
45050	Parking Fines	\$ 5,875.00	\$ 2,454.00	\$ 3,421.00	139.41%
46030	Interest Income	\$ 243,766.07	\$ 114,194.47	\$ 129,571.60	113.47%
46040	Investment Income	\$ 6,788.25	\$ 7,205.81	\$ (417.56)	-5.79%
46900	Miscellaneous - Other	\$ 196,098.12	\$ 216,164.84	\$ (20,066.72)	-9.28%
47120	State Law Enforcement Approp	\$ 75,000.00	\$ -	\$ 75,000.00	
47140	Small Cities Assistance (TRD)	\$ 90,000.00	\$ 90,000.00	\$ -	0.00%
47100	State - Fire Marshall Allotmen	\$ 251,826.00	\$ 238,592.00	\$ 13,234.00	5.55%
47110	State - Law Enforcement Protec	\$ 101,000.00	\$ 48,000.00	\$ 53,000.00	110.42%
41300	Lodgers' Tax	\$ 504,038.49	\$ 538,950.98	\$ (34,912.49)	-6.48%
42300	Gas Tax for General Purposes	\$ 4,085.10	\$ 3,544.66	\$ 540.44	15.25%
42601	Motor Vehicle Fees	\$ 16,115.60	\$ 16,366.58	\$ (250.98)	-1.53%
47499	Other State Grants	\$ 452,820.05	\$ 61,202.07	\$ 391,617.98	639.88%
47399	Other State Distributions (res	\$ -	\$ -	\$ -	
47700	Federal - LG Abatement	\$ -	\$ 6,304.50	\$ (6,304.50)	
42700	Cannabis Excise Tax	\$ -	\$ -	\$ -	
46010	Contributions/Donations	\$ 58,884.00	\$ 3,000.00	\$ 55,884.00	1862.80%
44220	Water Use Fees	\$ 175,354.96	\$ 138,242.87	\$ 37,112.09	26.85%
44230	Utility Service Fees	\$ 701,419.45	\$ 552,971.43	\$ 148,448.02	26.85%
Total Income		\$ 5,474,997.04	\$ 4,313,043.10	\$ 1,161,953.94	26.94%

Preliminary Statement of Revenue Expenses
July 23 - Jan 24 vs same July 22-Jan 23

Account	Title	Balance	Balance	Change	% Change
51010	Salaries - Elected Officials	\$ 21,046.23	\$ 19,153.68	\$ 1,892.55	9.88%
51020	Salaries - Full-Time Positions	\$ 1,002,150.24	\$ 869,984.27	\$ 132,165.97	15.19%
51040	Salaries - Part-Time Positions	\$ -		\$ -	
51060	Salaries - Overtime	\$ 32,634.20	\$ 16,323.26	\$ 16,310.94	99.92%
52010	FICA - Regular	\$ 63,046.79	\$ 55,229.13	\$ 7,817.66	14.15%
52011	FICA - Medicare	\$ 14,744.96	\$ 12,916.50	\$ 1,828.46	14.16%
52020	Retirement	\$ 99,287.47	\$ 86,838.49	\$ 12,448.98	14.34%
52030	Health and Medical Premiums	\$ 184,359.07	\$ 163,658.14	\$ 20,700.93	12.65%
52040	Life Insurance Premiums	\$ 894.00	\$ 770.54	\$ 123.46	16.02%
52050	Dental Insurance Premiums	\$ 11,977.73	\$ 10,932.60	\$ 1,045.13	9.56%
52060	Vision Insurance Medical Premi	\$ 2,083.29	\$ 1,874.97	\$ 208.32	11.11%
52080	Other Insurance Premiums	\$ 1,578.82	\$ 1,585.30	\$ (6.48)	-0.41%
52100	Workers' Compensation Premium	\$ 193.50	\$ 283.80	\$ (90.30)	-31.82%
52120	Workers' Compensation (Self In	\$ 6,629.00	\$ 13,836.00	\$ (7,207.00)	-52.09%
52999	Other Employee Benefits	\$ 3,266.32	\$ 1,700.00	\$ 1,566.32	92.14%
53010	Travel - Elected Officials	\$ 774.84	\$ -	\$ 774.84	
53030	Travel - Employees	\$ 7,596.75	\$ 1,782.40	\$ 5,814.35	326.21%
54010	Maintenance & Repairs - Buildi	\$ 5,881.58	\$ 386.06	\$ 5,495.52	1423.49%
54040	Maintenance & Repairs - Vehicl	\$ 33,737.68	\$ 6,696.47	\$ 27,041.21	403.81%
54050	Maintenance & Repair - Furnitu	\$ 52,134.17	\$ 27,309.75	\$ 24,824.42	90.90%
55010	Contract - Audit	\$ 29,670.00	\$ 24,811.25	\$ 4,858.75	19.58%
55020	Contract - Attorney Fees	\$ 34,793.72	\$ 61,352.99	\$ (26,559.27)	-43.29%
55030	Contract - Professional Servic	\$ 1,550,642.15	\$ 577,825.37	\$ 972,816.78	168.36%
55999	Contract - Other Services	\$ 196.29	\$ 3,642.98	\$ (3,446.69)	-94.61%
56010	Software	\$ 38,052.89	\$ 17,536.33	\$ 20,516.56	116.99%
56020	Supplies - General Office	\$ 42,371.27	\$ 54,228.93	\$ (11,857.66)	-21.87%
56030	Supplies - Field Supplies	\$ 22,567.92	\$ -	\$ 22,567.92	
56040	Supplies - Furniture/Fixtures/	\$ 52,921.71	\$ 75,084.37	\$ (22,162.66)	-29.52%
56050	Supplies - Janitorial/Maintena	\$ 1,258.16	\$ 9,836.36	\$ (8,578.20)	-87.21%
56090	Supplies - Safety	\$ 23,102.30	\$ 7,029.88	\$ 16,072.42	228.63%
56120	Supplies - Vehicle Fuel	\$ 31,362.45	\$ 24,262.39	\$ 7,100.06	29.26%
56999	Supplies - Other	\$ 59,433.90	\$ 10,051.19	\$ 49,382.71	491.31%
57040	Election Costs	\$ -	\$ -	\$ -	
57050	Employee Training	\$ 11,370.77	\$ 14,615.59	\$ (3,244.82)	-22.20%
57060	Grants to Sub-recipients	\$ 506,750.03	\$ 636,231.08	\$ (129,481.05)	-20.35%
57070	Insurance - General Liability/	\$ 140,752.23	\$ 109,259.92	\$ 31,492.31	28.82%
57080	Postage	\$ 2,641.51	\$ 1,762.41	\$ 879.10	49.88%
57090	Printing/Publishing/Advertisin	\$ 4,033.62	\$ 6,288.55	\$ (2,254.93)	-35.86%
57130	Rent of Equipment/Machinery	\$ 98,601.67	\$ 80,031.25	\$ 18,570.42	23.20%
57140	Rent of Land/Building	\$ 5,890.10	\$ -	\$ 5,890.10	
57150	Subscriptions & Dues	\$ 8,136.47	\$ 5,425.95	\$ 2,710.52	49.95%
57160	Telecommunications	\$ 19,901.82	\$ 21,575.25	\$ (1,673.43)	-7.76%
57170	Utilities - Electricity	\$ 44,005.29	\$ 48,311.21	\$ (4,305.92)	-8.91%
57171	Utilities - Natural Gas	\$ 12,021.99	\$ 22,585.72	\$ (10,563.73)	-46.77%
57172	Utilities - Propane/Butane	\$ 8,044.32	\$ 752.47	\$ 7,291.85	
57999	Other Operating Costs	\$ 43,743.26	\$ 37,945.04	\$ 5,798.22	15.28%
58010	Buildings & Structures	\$ -	\$ -	\$ -	

Preliminary Statement of Revenue Expenses
July 23 - Jan 24 vs same July 22-Jan 23

58020	Equipment & Machinery	\$ 285,175.86	\$ 69,629.76	\$ 215,546.10	309.56%
58040	Infrastructure	\$ 24,589.65	\$ -	\$ 24,589.65	
58080	Vehicles	\$ 106,081.00	\$ 36,000.00	\$ 70,081.00	194.67%
58090	Roadways/Bridges	\$ 79,656.62	\$ -	\$ 79,656.62	
58999	Other Capital Purchases	\$ 49,953.80	\$ -	\$ 49,953.80	
59010	Debt Service - Principal Payme	\$ 210,349.24	\$ 334,871.98	\$ (124,522.74)	-37.19%
59020	Debt Service - Interest Paymen	\$ 149,097.10	\$ 154,775.19	\$ (5,678.09)	-3.67%
Total Expense		\$ 5,241,185.75	\$ 3,736,984.77	\$ 1,504,200.98	40.25%
				\$ -	
61100	Transfers In	\$ (1,996,901.68)	\$ (1,784,239.38)	\$ (212,662.30)	11.92%
61200	Transfers Out	\$ 1,996,901.68	\$ 1,784,239.38	\$ 212,662.30	11.92%
		\$ -	\$ -		
net income		\$ 233,811.29	\$ 576,058.33	\$ (342,247.04)	-59.41%

**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	\$47,625.65	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,868.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,568.97	\$658,464.77	\$858,587.84	\$1,067,531.84	\$1,299,098.68	\$1,369,944.64
FY 2016	\$37,891.82	\$20,239.04	\$97,742.38	\$25,839.07	\$197,397.64	\$95,985.99	\$224,614.99	\$103,161.00	\$166,682.00	\$180,838.00	\$201,624.53	\$38,366.93
YTD	\$37,891.82	\$58,130.86	\$155,873.24	\$181,712.31	\$379,109.95	\$475,095.94	\$699,710.93	\$802,871.93	\$969,553.93	\$1,150,391.93	\$1,352,016.46	\$1,390,383.39
FY 2017	\$119,909.94	\$55,423.48	\$87,873.13	\$142,357.47	\$41,995.22	\$148,618.10	\$142,636.32	\$187,613.18	\$204,129.97	\$165,451.68	\$208,890.93	\$76,774.96
YTD	\$119,909.94	\$175,333.42	\$263,206.55	\$405,564.02	\$447,559.24	\$596,177.34	\$738,813.66	\$926,426.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,864.17	\$48,702.07	\$58,630.68	\$75,354.62	\$89,599.77	\$118,550.59	\$207,717.57	\$250,972.85	\$212,959.98	\$187,022.24	\$243,419.70	\$35,925.42
YTD	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,558,719.66
FY 2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,062.46
FY 2020	\$73,181.77		\$83,775.61		\$88,409.53	\$146,106.99	\$125,934.38	\$319,335.98	\$239,931.17	\$274,561.13	\$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
FY 2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06	\$122,193.28	\$251,925.28	\$236,440.15	\$214,210.24	\$289,075.34	\$55,873.27
YTD	\$68,159.90	\$142,393.78	\$188,880.72	\$270,929.98	\$360,870.36	\$510,135.42	\$632,328.70	\$884,253.98	\$1,120,694.13	\$1,334,904.37	\$1,623,979.71	\$1,679,852.98
FY 2022	\$68,717.19	\$41,194.60	\$84,767.28	\$114,462.17	\$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
FY 2023	\$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
FY 2024	\$77,579.64	\$40,289.61	\$98,554.84	\$140,391.56	\$171,645.23	\$176,712.83	\$77,799.85	\$311,401.34	\$335,799.64			
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	\$1,430,174.54	\$1,430,174.54	\$1,430,174.54	\$1,430,174.54

Current month GRT collections reflects money generated 2 months prior.

*Funds in this sheet are recorded as cash received

Lodgers Tax

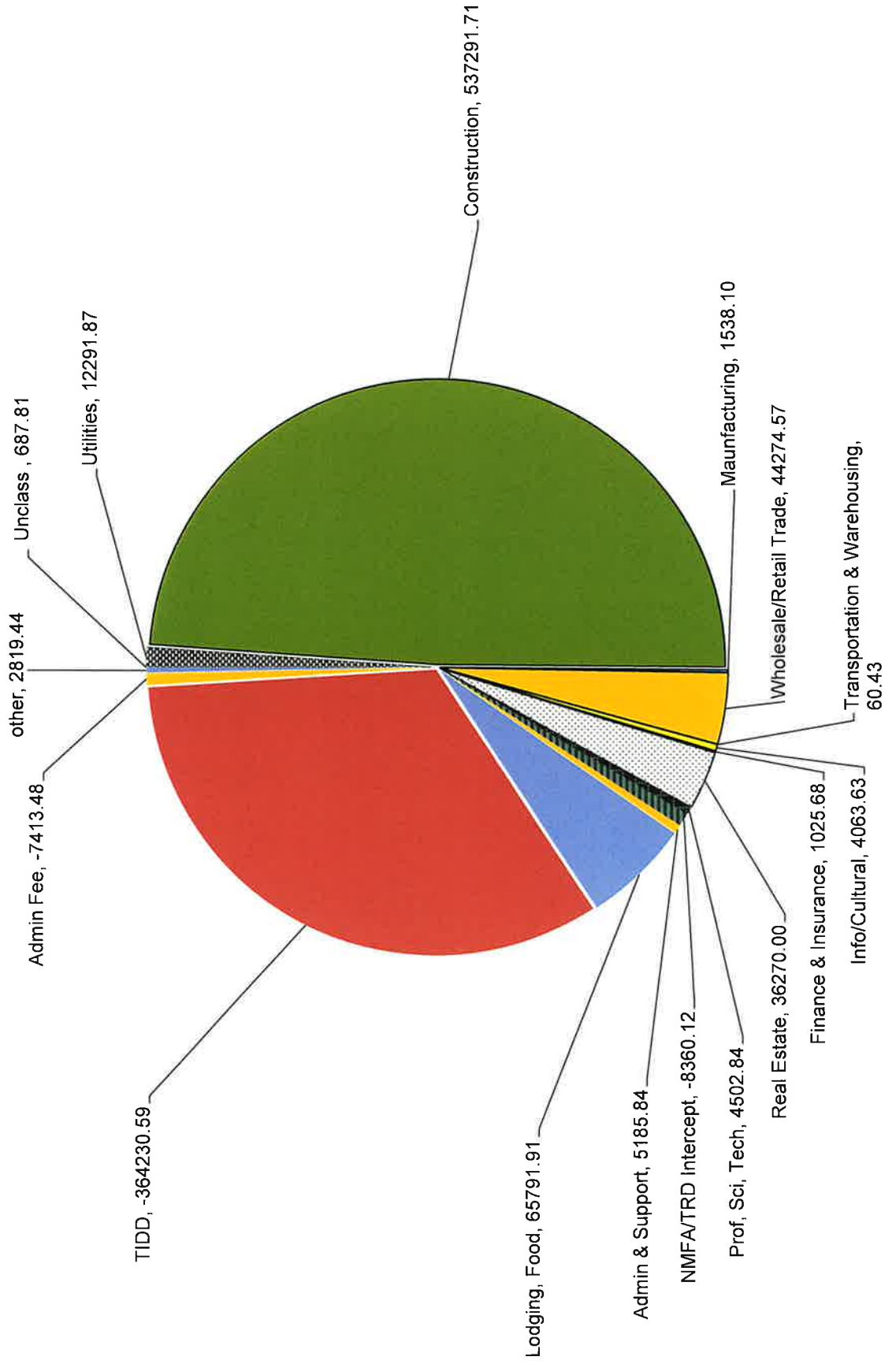
LODGERS' TAX

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	\$129,318.63	\$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	\$142,151.41			
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	\$504,038.49	\$504,038.49	\$504,038.49	\$504,038.49

**Village of Taos Ski Valley
Gross Receipts Distribution collected for January 2024
recieved in MarchFebruary 2024**



FY2023 & FYTD2024 TIDD GRT Distribution

Date	VTSV Increment	State Increment	Admin Fees	Pay Backs	Total TIDD	Offsets	Hold Harmless	
							GRT	Received/w/ith
7/18/2022	(17,240.41)	(27,906.36)	319.99	-	(44,826.78)	8,360.12	6,426.90	54,648.70
8/22/2022	36,658.10	57,852.94	(689.95)	(44,826.78)	48,994.31	8,360.12	14,070.55	35,075.40
9/21/2022	37,758.59	57,866.32	(710.67)	-	94,914.24	8,360.12	17,588.79	68,454.10
10/19/2022	15,202.78	24,597.60	(276.99)	-	39,523.39	8,360.12	10,637.18	80,723.22
11/17/2022	133,817.63	204,886.92	(2,518.62)	-	336,185.93	8,360.12	25,992.53	126,212.90
12/15/2022	3,251.75	4,949.84	(61.40)	-	8,140.19	8,360.12	13,992.93	125,573.69
1/19/2023	81,208.10	128,084.88	(1,503.67)	-	207,789.31	8,360.12	24,077.47	142,615.65
2/15/2023	158,116.52	242,092.64	(2,975.91)	-	397,233.25	8,361.12	47,915.09	296,312.84
3/15/2023	199,147.17	154,194.82	(3,725.47)	-	349,616.52	8,361.12	51,717.41	293,244.12
4/19/2023	175,757.64	134,549.40	(3,307.99)	-	306,999.05	8,361.12	46,635.51	267,784.55
5/19/2023	188,033.34	143,949.70	(3,539.02)	-	328,444.02	8,361.12	56,212.46	346,834.02
6/22/2023	47,894.35	36,665.06	(901.43)	-	83,657.98	8,361.12	11,450.54	55,904.39
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	1,893,383.58
7/19/2023	59,144.68	45,297.26	(1,113.17)	-	103,328.77	8,360.12	15,007.83	77,579.64
8/18/2023	49,806.66	37,991.42	(937.43)	-	86,860.65	8,360.12	10,162.59	40,289.61
9/15/2023	125,819.34	93,155.52	(2,368.05)	-	216,606.81	8,360.12	24,021.78	98,554.84
10/11/2178	166,630.17	123,349.88	(3,136.19)	-	286,843.86	8,360.12	32,585.13	140,391.56
11/17/2023	260,634.78	192,760.38	(4,907.41)	-	448,487.75	8,360.12	45,495.58	171,645.23
12/15/2023	259,839.36	219,659.75	(4,518.36)	-	474,980.75	8,360.12	45,998.79	176,712.83
1/18/2024	38,423.14	28,902.54	(720.91)	-	66,604.77	8,360.12	12,929.55	77,799.85
2/15/2024	316,487.60	235,051.32	(5,953.75)	-	545,585.17	8,361.12	65,754.86	311,401.34
3/14/2024	364,230.59	269,595.46	(6,855.29)	-	626,970.76	8,361.12	73,173.12	335,799.64
TOTAL FY24	1,641,016.32	1,245,763.53	(30,510.56)	-	2,856,269.29	100,326.44	325,129.23	1,430,174.54
TOTAL FY2016-FY2024	7,631,094.05	6,759,753.66	(125,776.69)	(180,961.17)	14,084,842.49	676,350.62	1,843,045.37	14,661,234.90

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	169,976.84
January	February	March	328,741.64	150,363.57
February	March	April	310,404.18	141,976.17
March	April	May	429,910.95	196,637.53
April	May	June	64,234.89	29,380.48
May	June	July	93,353.53	42,699.09
June	July	August	40,142.02	18,360.61
July	August	September	89,560.14	40,964.03
August	September	October	134,697.23	61,609.34
September	October	November	108,590.92	49,668.54
October	November	December	204,035.98	93,324.28
November	December	January	174,517.70	79,822.88
Total	Total	Total	2,349,811.54	1,074,783.36

Monthly Public Safety Report

Mar-24

Law Enforcement	R. Salazar	J Aquino	J. Hutter	V. Vigil	Totals	Last Year
911 Hang up	0	0	0	0	0	0
Abandoned Vehicle	1	0	0	0	1	0
Alcohol Offense - Adult	1	0	0	0	1	5
Animal Calls	0	0	0	0	0	0
Arrests	0	0	0	0	0	0
Assists to other Agencies	2	0	0	2	4	10
B&E /Burglary	0	0	0	0	0	0
Battery or Assault	1	0	0	1	2	0
Business Alarm	1	2	0	1	4	5
Citizen Assists/Contacts	10	13	28	25	76	106
Civil Stand-by/Civil Complai	0	2	0	0	2	0
Disorderly /Disturbance	1	2	1	0	4	2
Domestic Calls	1	0	1	1	3	0
Embezzlement	0	0	0	0	0	0
Foot Patrol Hours	10	28	4	10	52	83
Found/Lost Property	0	0	0	1	1	1
Fraud Complaint	0	1	0	0	1	0
Harassment	1	0	0	0	1	0
Health Orders	0	6	0	0	6	0
Larceny	0	2	0	1	3	0
Law Unknown/Information	0	0	0	0	0	0
Missing Adult/Person	0	0	0	0	0	0
MVC's	0	3	4	3	10	12
Narcotics Adult	0	0	0	0	0	0
Natural Diasters	0	0	0	1	0	0
Parking Citations	0	0	6	2	8	11
Private Property Crash	0	1	0	0	1	1
Reckless Driver	0	0	0	0	0	2
Residential Alarm	0	1	0	0	0	2
Shots Fired	0	0	0	0	0	0
Suicide Subject	0	0	0	0	0	0
Suspicious Persons/Vehicles	0	0	0	1	1	2
Theft	0	2	0	1	3	0
Traffic Enforcement Hours	10	12	30	5	57	87
Traffic Hazard	1	5	0	2	8	9
Traffic Stops	4	12	11	2	29	27
Tresspass Warnings	0	2	0	2	4	1
Vehicle Theft	0	0	0	0	0	0
Verbal Warnings	0	12	0	0	0	2
Welfare Check	0	13	1	0	14	2
Written Citations	4	0	5	2	11	7
Written warnings	0	0	6	2	8	19
Fire/EMS	2	10	1	10	23	9

Monthly Accomplishments for March 2024

Police Department Chief / Director Virgil Vigil

- Lt. Salazar and I worked on having the entire Department enter all our mandatory training certifications for annual and bi-annual mandatory training into the Department of Public Safety Training portal for the last two years. This was a mandatory request for all Law Enforcement Department that recently implemented.
- I met with the Village Administrator and Finance Director to discuss and implement the FY25 budget for Law Enforcement, Fire and Ems.
- We arranged our annual firearms qualification with Taos Police Department for our entire Department, so we stay current with NM Department of Public Safety standard for our Law Enforcement Certification. This was done for the handguns, shotguns, ar-15 and backup handguns day and night qualifications. All Officers and I successfully completed the training.
- Officer Hutter also successfully completed the several month Fire Investigator Course. We also talked to the Taos County Fire Marshall James Hampton to offer our service since Taos County does not have a Fire Investigator with a Law Enforcement Certification this is required.
- Operation plans for the World Pro Ski Tour World Championship event were executed for Police, Fire and EMS. The event went smoothly with only one incident. The New Mexico Governor was in attendance, and we worked with her Security Detail for her safety.
- 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.

Items In progress for April 2024

- I was able to complete all the paperwork to have our Late Chief Sammy Trujillo name placed on the Memorial Wall in Washington D.C. for the 2024 Memorial Service. Our Police Department was requested by the Fraternal Order of Police to be in attendance to escort his Widow, Ms. Darlene Trujillo, to the Memorial Service. Arraignments will be made to have Officer's represent the Village of Taos Ski Valley Police Department for this service.
- Training for IR 8000 intoxilyzer (Dui Breath machine), Taser Recertification for the Police Officers was arranged and reserved for the month of April 2024.
- 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.

From EMS Department Chief Matt Rogers/EMS Fire Chief

For the past month,
Job descriptions for 3 new positions created.
2 jobs posted, paramedic/FF and Fire admin.
Created contract for Wildland coordinator.
Newly certified Fire investigator
Newly certified Fire Inspector
Passed quarterly pharmacy inspection.
Moved engines over to new station.
Build out internet to new fire house.
Converting engines from winter ops to wildland ops
Hosted 2 RT-130 courses.

Matt

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

Building Department Council Report 04-26-2024 Jalmar Bowden

Council report from March 22 through April 25, 2024

Inspections performed residential: 3

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family / commercial: 8

Permits issued since last council report:

1_ 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.

6_ Projects currently in application or submission review.

1_ Commercial project currently pending submission.

1_ Residential projects currently pending submission.

1_ Residential Certificate of Occupancy granted.

Narrative of other activities:

1. Update of the Non-Federal Lands Grant. Early May Planned start Bull o' Woods Corridor
2. Village complex repairs are complete. Two minor issues still to be completed. Will require personal attention this coming month.
3. Actively reviewing the plans for the Hotel St Bernard and other projects intent to issue those permits during balance of April or early May.
4. Actively responding to owners and contractors currently and in near future.

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

Regional Engagement:

Rio Hondo Watershed Plan Stakeholders Meeting - Monthly dialog continued with a focus area on water quality in the Rio Hondo and its impact on surrounding stream systems. The meeting was held on April 18th.

Regional Transportation Planning Organization - Monthly meeting held on April 3rd to discuss the recently reauthorized State Transportation Project Fund, project rating and ranking criteria, and review of proposed north central regional transportation projects. Agenda attached.

Projects Updates and Key Initiatives:

Water Master Plan - The Department will initiate the Village 40 year Water Master Plan (WMP), upon formal assigned of funds through the Water Trust Board. A WMP is a requirement of continued Water Trust Board infrastructure funding and a recommended best practice. The completed Water Study, in collaboration with the Ski Corporation, provided a concise summary of VTSV's water supply across time and various expected climatic conditions and the projected water demand into the near and medium-term future. The Report delineated how much water supply remains to serve new and projected development.

WMP will expand upon the Study recommendations and include a focus on how to implement and sequence system expansion efforts during the next 20+ years for both projected 20% growth in current service area, plus proposed expansion into Snowshoe Area and Amizette. It will describe in detail the water distribution system replacement and upgrade program for water storage tanks, water mains, and other associated infrastructure and further address the acquisition and development of Gunsite and Bull of the Woods Springs into a viable Village water source.

Facilities Planning / New Village Hall - With the successful acquisition of planning funds through the Capital Outlay process this past legislative session, the Planning Department is prepared to coordinate and guide community efforts to finally address and resolve the sitting and design of the new Village Hall building. This long delayed project will provide much needed administrative and community facilities. The facility planning and design process will deliver a coherent realistic path forward based on professional advice and current cost estimates.

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.

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, contracted and paid by the Village, 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 & Zoning 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 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:

- 2 Certificates of Compatibility

Planning Commission Meetings - No April meeting. Next regular meeting scheduled for May 6.

PUBLIC WORKS UPDATE

April 19,2024

- WATER:
 - The VTSV Public Works Dept helped the Des Montes Water Association locate a water line under the alliance program.
 - The VTSV Public Works Dept is in the process of purchasing fire hydrants locks (See agenda item
 - The VTSV public works crew is planning on replacing about 1,300 feet of water line on the Phoenix Water Project to bring down the cost of the total cost of the project. The Village would be responsible to do Phoenix Switch Back Rd.
 - The VTSV Public Works Crew is gearing up to install fire hydrants this summer 2024. Core & Main will schedule Mueller to host a Fire hydrant Workshop/Installation Training for our existing and new Public Works employees.
 - Zenner USA was the only bidder on the Pilot Water Meter Project on March 28, 2024.

- Wastewater
 - The monthly DMR was submitted for March 2024 on April 15. A soft exceedance was reported on the daily Phosphorus. The wastewater operators are adjusting the chemical that controls the Phosphorus and monitoring it daily. See DMR

- Roads
 - The Village is in the process of getting its yearly road equipment rentals from 4 Rivers.
 - Desert Mountain Corporation is scheduled for road dust control the week of June 10, 2024 for summer traffic.
 - The Public works crew has worked hard to keep roads clear on big snowstorm days and is preparing for Spring/Summer.

- Solid Waste
 - The Compactor schedule has been updated for pick ups on Monday and Thursday's. A roll off bin will be scheduled to be brought up to the Village for the Month of May (in the process)
 - The Slash Pile for brush will be ready by May 1, 2024.

- Staff

- 2 Employees from the Public Works Department have left employment. Daren Shedko returned to his summer job as a landscaper as he was a seasonal employee, and Matthew Vasquez is continuing to follow his dream to become a Firefighter. Matthew was recently hired at the Espanola Fire Dept.
- The Village Public Works Dept posted 2 job positions. One for Labor/Operator, and the Director positions in Taos news, NMRWA(NM Rural Water Association) and the NMWWA (NM Water Wastewater Association) and also the NMML (NM Municipal League)

LAB SUMMARY REPORT

Current Permit Requirements- March 2024

Date	BOD Data		pH		TKN		NH ₃ (Ammonia)		NO ₃ - (Nitrate)		NO ₂ - (Nitrite)		Total P		Flow, MGD		Weekly Total		E.Coli		Fecal		Influent Flow MG	
	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	Daily	Weekly Average	Weekly Total	CFU	CFU	CFU	CFU	Total N: mg/L TKN + NO ₃ + NO ₂		Total N: lb/d TKN + NO ₃ + NO ₂
1			6.82												0.088								0.00	0.00
2			6.80												0.089								0.00	0.00
3			7.04												0.060								0.00	0.00
4			7.04												0.043	0.065	0.459						0.00	0.00
5			6.81												0.071								0.00	0.00
6	2.00	1.17	6.66	1.41	1.50	0.86	0.57	1.50	0.88	0.11	0.08	0.76		0.059								3.11	1.82	
7			6.85												0.060								0.00	0.00
8			6.69												0.058								0.00	0.00
9			6.86												0.077								0.00	0.00
10			7.04												0.070	0.073	0.438						0.00	0.00
11			7.04												0.062								0.00	0.00
12			6.67												0.081								0.00	0.00
13			6.88												0.082								0.00	0.00
14			6.70												0.063								0.00	0.00
15			6.82												0.083								0.00	0.00
16			6.72												0.067								0.00	0.00
17			6.75												0.063								0.00	0.00
18			6.74												0.067	0.064	0.451						0.00	0.00
19			6.93												0.063								0.00	0.00
20	2.00	0.96	6.96	0.91	0.82	0.39	0.28	0.13	0.85	0.41	0.00	1.20	0.57	0.057								1.67	0.80	
21			7.09												0.057								0.00	0.00
22			6.93												0.065								0.00	0.00
23			7.29												0.059								0.00	0.00
24			7.19												0.063								0.00	0.00
25			7.25												0.063	0.064	0.381						0.00	0.00
26			7.19												0.063								0.00	0.00
27			7.19												0.064								0.00	0.00
28			7.14												0.067								0.00	0.00
29			7.03												0.065	0.072	0.143						0.00	0.00
30			7.10												0.078								0.00	0.00
Total			2.13												1.872	0.338	1.872						3.11	1.82
7 Day Avg (MAX)	2.00	1.17	7.29	1.41	1.50	0.86	0.57	1.50	0.88	0.11	0.06	1.30	0.76	0.092								1.00	0.00	
7 Day Avg	2.00	0.96	6.62	0.91	0.82	0.39	0.28	0.13	0.85	0.41	0.00	1.20	0.57	0.043								1.00	0.00	
30 Day Avg (AVG)	2.00	1.06		1.16	1.16	0.64	0.63	0.35	1.18	0.64	0.03	1.25	0.97	0.067	0.068	0.374						2.39	1.31	

Removal % 98.22% 99.87%

Frequency	BOD Data	pH	TSS	TKN	NH ₃	NO ₃	NO ₂	Total P	Flow, MGD	E.Coli	Fecal
45-105 Day	225.00	97.37%	268.00	99.87%	3.20	5.34	0.75	1.20			
30-125 Day	225.00	99.06%	268.00	99.88%	3.20	5.34	0.50	0.60			

12.3	20.5
8.20	13.65

FLOW NOTES:
 FLOW: DAILY MAX (DMR)
 FLOW: 30 DAY AV (DMR)
 FLOW: 7 DAY AV (DMR)

Total Effluent for Water Consumption Report

Influent BOD
 Influent TSS

Value NODI	Sample Permit Req. Value NODI	19.0 INST MAX 9 - Conditional Monitoring - Not Required This Period	25 - ug/L	05/MK - Five Per Week	GR - GRAB
50060	Chlorine, total residual	A - Disinfection, Process Complete	0		
51040	E. coli	1 - Effluent Gross	0		
74055	Coliform, fecal general	1 - Effluent Gross	0		
81010	BOD, 5-day, percent removal	1 - Effluent Gross	0		
81011	Solids, suspended percent removal	1 - Effluent Gross	0		

Sample Permit Req. Value NODI	1.0	1.0	1.0	1.0	1.0
32	CFU/100mL	CFU/100mL	CFU/100mL	CFU/100mL	CFU/100mL
32	CFU/100mL	CFU/100mL	CFU/100mL	CFU/100mL	CFU/100mL
32	CFU/100mL	CFU/100mL	CFU/100mL	CFU/100mL	CFU/100mL

Sample Permit Req. Value NODI	99.22	99.87	23 - %	23 - %	23 - %
85.0	MO AV MN	85.0	MO AV MN	85.0	MO AV MN
85.0	MO AV MN	85.0	MO AV MN	85.0	MO AV MN

Sample Permit Req. Value NODI	99.22	99.87	23 - %	23 - %	23 - %
85.0	MO AV MN	85.0	MO AV MN	85.0	MO AV MN
85.0	MO AV MN	85.0	MO AV MN	85.0	MO AV MN

Submission Note
 If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.
Edit Check Errors

Code	Parameter Name	Monitoring Location	Field	Type	Description	Acknowledge
00665	Phosphorus, total [as P]	1 - Effluent Gross	Quality or Concentration Sample Value 3	Soft	The provided sample value is outside the permit limit. Please verify that the value you have provided is correct.	Yes
00665	Phosphorus, total [as P]	1 - Effluent Gross	Quality or Concentration Sample Value 2	Soft	The provided sample value is outside the permit limit. Please verify that the value you have provided is correct.	Yes

Attachments
 March2024exceedanceletter.pdf
 Report Last Saved By
 TAOS SKI VALLEY, VILLAGE OF
 User: MSALAZAR12
 Name: Marlene Salazar
 E-Mail: msalazar@visv.org
 Date/Time: 2024-04-15 20:59 (Time Zone: -05:00)

Report Last Signed By
 User: MSALAZAR12
 Name: Marlene Salazar
 E-Mail: msalazar@visv.org
 Date/Time: 2024-04-15 21:00 (Time Zone: -05:00)

Name	Type	Size
pdf		26413.0

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2024-574** requesting a permanent Budget Adjustment to the FY2024 budget (BAR) to increase the Hold Harmless GRT Revenues & the related transfers out of the General fund (110), while increasing the transfers in for pledged funds to the USDA (403) for debt service, and for 7% each general support to Municipal Streets fund (216) and Water Reserves fund (535).

DATE: April 19, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended.

BACKGROUND INFORMATION: The Village submitted its fiscal year 2023-24 budget in July of 2023. The budgeted amount for the transfers related to the GRT revenues is deficient for the Fiscal Year due to higher than anticipated Hold Harmless GRT Revenues. In order to make the required FY 24 monthly transfers, the following budgeted increases are requested:

GRT HH Revenues/General Fund (110)	\$150,000
General Fund (110) Total increase	\$150,000
General Fund (110) Transfer Out:	\$150,000
USDA Debt Service (403)/Transfer In:	\$150,000
General Fund (110) Transfer Out:	\$100,000
Municipal Streets (216)/Transfer In:	\$ 50,000
Water Reserves (535)/Transfer In:	\$ 50,000

RECOMMENDATION: Staff recommends approval of **Resolution No. 2024-574** to amend the budget for FY2024, Hold Harmless GRT Revenues & the related transfers out of the General fund (110), while increasing the transfers in for pledged funds to the USDA (403) for debt service and for 7% each general support to Municipal Streets fund (216) and Water Reserves fund (535).

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2024-574**

A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2024 BUDGET (BAR) TO INCREASE THE HOLD HARMLESS GRT REVENUE COLLECTIONS AND CORRESPONDING TRANSFERS OUT OF THE GENERAL FUND (110) AND INCREASING THE TRANSFERS IN FOR PLEDGED FUNDS TO THE USDA (403) FOR DEBT SERVICE, AND FOR THE 7% EACH GENERAL SUPPORT TO THE MUNICIPAL STREETS FUND (216) AND TO THE WATER RESERVES FUND (535)

WHEREAS, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on April 19, 2024 proposes to make an adjustment to the Fiscal 2023-24 budget as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>	<u>TYPE</u>
General Fund (11000)	GRT-Municipal Tax HH (41258)	\$ 150,000.00	Revenue
General Fund (11000)	Transfer Out (/61200)	\$ 150,000.00	Transfer Out
USDA D/S (40300)	Transfer In (/61100)	(\$ 150,000.00)	Transfer In
General Fund (11000)	Transfer Out (/61200)	\$ 100,000.00	Transfer Out
Roads (21600)	Transfer In (61100)	(\$ 50,000.00)	Transfer In
Water Reserve (534001)	Transfer In (61100)	(\$ 50,000.00)	Transfer In

WHEREAS, at the regular meeting of the Village of Taos Ski Valley Governing body on April 19, 2024, it considered adjustments to its budget for the Fiscal Year 2023-2024; and

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

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

WHEREAS, it is the majority opinion of this Council that the proposed budget adjustments meet the requirements as currently determined for Fiscal Year 2023-2024.

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 ____ day of _____, 2024

THE VILLAGE OF TAOS SKI VALLEY

By: _____
Christopher Stanek, Mayor

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. 2024-575** requesting a permanent Budget Adjustment to the FY2024 budget (BAR) to adjust budgeted Rent Transfers needed due to FY24 changes in Department offices rented at the Village Complex.

DATE: April 19, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended.

BACKGROUND INFORMATION: The Village submitted its fiscal year 2023-24 budget in July of 2023. The budgeted amount for Department Fund transfers to the Rental Enterprise Fund need adjusting due to changes in Department office use at the Village Complex during FY24. The following budgeted adjustments are requested:

Increase Law Enforcement Transfers out (111)	\$3,500.00
<u>Decrease EMS Transfers out (216)</u>	<u>-\$7,000.00</u>
Net = Decrease Transfers out	-\$3,500.00
Decrease Rental Enterprise Transfer in (518)	-\$3,500.00

RECOMMENDATION: Staff recommends approval of **Resolution No. 2024-575** requesting a permanent Budget Adjustment to the FY2024 budget (BAR) to adjust budgeted Rent Transfers needed due to FY24 changes in Department offices rented at the Village Complex.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2024-575**

A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2024 BUDGET (BAR) TO ADJUST BUDGETED RENT TRANSFERS NEEDED DUE TO FY24 CHANGES IN DEPARTMENT OFFICES RENTED AT THE VILLAGE COMPLEX.

WHEREAS, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on April 19, 2024 proposes to make an adjustment to the Fiscal 2023-24 budget as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>	<u>TYPE</u>
Law Enforcement (11100)	Transfers out (61200)	\$ 3,500.00	Transfer Out
EMS (206000)	Transfer Out (61200)	(\$ -7,000.00)	Transfer Out
Rental Enterprise (528000)	Transfer In (61100)	(\$ -3,500.00)	Transfer In

WHEREAS, at the regular meeting of the Village of Taos Ski Valley Governing body on April 19, 2024, it considered adjustments to its budget for the Fiscal Year 2023-2024; and

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

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

WHEREAS, it is the majority opinion of this Council that the proposed budget adjustments meet the requirements as currently determined for Fiscal Year 2023-2024.

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 _____ day of _____, 2024

THE VILLAGE OF TAOS SKI VALLEY

By: _____
Christopher Stanek, Mayor

ATTEST:

Ann M. Wooldridge, Village Clerk

VOTE: For _____ Against _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Council Acknowledgement of the FY2024 3rd Quarter Financial data for submission to the Department of Finance, Local Government Division by April 30, 2024

DATE: April 19, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: As per the Department of Finance (DFA), Local Government Division, it is required to have the quarterly financial information submitted no later than 30 days after the close of each quarter. Attached is the summary report to be submitted to DFA (Exhibit A) by April 30, 2024, along with the Profit and Loss from July 1, 2023 - March 31, 2024 (Exhibit B). The Village ended the 3rd quarter of FY2024 with a net operating gain of \$233,811.29. Staff is submitting this report to the Council for its review and acknowledgement of the financial status of the Village as of March 31, 2024.

RECOMMENDATION: A motion from the Council is requested to acknowledge the FY2024 3rd quarter report.

SUMMARY Fund Balance FY2024									
A	B	C	D	E	F	G	H		
FUND NAME	FUND #	Ending Fund BAL FY2023	FY2024 REVENUE + TRANSFERS IN	FY2024 YTD @ 3rd Quarter ACTUAL REVENUE & TRANSFER IN	FY2024 BUDGETED EXPENSE + TRANSFERS OUT	FY2024 YTD @ 3rd Quarter ACTUAL EXPENSE & TRANSFER OUT	ENDING FUND BALANCE		
501	Water-01	15,707.16	417,521.00	301,765.95	410,244.00	231,870.80	85,602.31		
503	Sewer-02 (New Fund FY2019)-13	125,770.87	880,201.00	703,686.44	894,314.00	602,688.37	226,768.94		
502	Solid Waste Enterprise Fund	316,939.74	70,000.00	53,627.70	320,220.00	212,171.58	158,395.86		
516	Fire Enterprise Fund	0.00	97,000.00	0.00	96,000.00	0.00	0.00		
534	O&M Reserves	427,349.67	50,000.00	0.00	100,000.00	0.00	427,349.67		
535	Water Depreciation Reserve	75,630.12	2,330,531.00	872,733.26	2,337,479.00	763,835.72	184,527.66		
536	Sewer Depreciation Reserve	288,370.92	1,061,797.00	101,287.00	1,156,288.00	108,687.30	280,970.62		
537	Reserve for CWSRF	213,053.62	8,025.00	6,824.03	60.00	10.00	219,867.65		
403	USDA Debt Service and Reserve	862,735.41	708,850.00	443,455.99	312,000.00	214,902.00	1,091,289.40		
110	General/Administration	2,486,254.43	3,771,900.00	2,489,344.09	5,303,028.00	2,515,508.10	2,460,090.42		
113	UG Electric-General Res	473,170.17	55,000.00	42,081.87	305,000.00	126,025.24	389,226.80		
112	General Reserve	1,416,483.28	255,000.00	1,933.84	475,100.00	425,000.00	993,417.12		
111	Law Enforcement Operating	0.00	542,953.00	356,990.60	599,453.00	356,990.60	0.00		
211	Law Enforcement Protection	5,131.54	101,000.00	101,000.00	106,132.00	80,450.74	25,680.80		
212	Law Enforcement Recruitment	0.00	75,000.00	75,000.00	75,000.00	26,415.70	48,584.30		
216	Roads/Streets	153,380.46	1,502,000.00	480,730.47	1,552,506.00	603,017.56	31,093.37		
209	Fire Protection	495,558.32	299,000.00	263,108.73	786,150.00	100,062.72	658,604.33		
210	Fire Protection Reserve	184,758.46	0.00	0.00	50,000.00	0.00	184,758.46		
290	Volunteer Fire Donation	10,370.11	600.00	200.00	10,550.00	489.63	10,080.48		
206	EMS	174,268.15	744,000.00	219,315.43	740,807.00	158,157.43	235,426.15		
291	Volunteer EMS Donation	37,079.92	3,100.00	5,763.00	30,500.00	4,488.68	38,354.24		
217	Parks and Recreation	12,215.95	205,400.00	35,068.80	210,000.00	27,748.07	19,536.68		
214	Lodgers' Tax	364,551.43	700,000.00	504,038.49	882,500.00	551,750.03	316,839.89		
280	Cannabis Regulation Act	0.00	500.00	0.00	15.00	0.00	0.00		
30	TOTAL:	8,138,779.73	13,879,378.00	7,057,955.69	16,753,346.00	7,110,270.27	8,086,465.15		
528	Village Apartments	75,219.32	69,500.00	45,250.00	50,700.00	13,542.21	106,927.11		
32	Grants/(separate funds)								
260	FRF Grant/American Rescue	12,609.00	0.00	0.00	12,609.00	0.00	12,609.00		
218	INFL Grant/NEW FY2022	0.00	348,000.00	4,500.00	348,000.00	3,735.52	764.48		
35	IMPACT FEES	12,609.00	348,000.00	4,500.00	360,609.00	3,735.52	13,373.48		
292	Parks & Rec	186,859.77	100,015.00	32,902.84	190,400.00	23,818.80	195,943.81		
293	Water	233,940.92	160,050.00	50,821.59	220,000.00	0.00	284,762.51		
294	Wastewater	432,476.28	300,100.00	93,970.39	410,000.00	0.00	526,446.67		
295	Gen Impact	16,974.02	1,100.00	59.06	18,000.00	17,033.08	0.00		
296	Safety Impact	421,752.41	170,050.00	127,750.77	408,000.00	0.00	549,503.18		
297	Roads Impact	357,907.53	180,100.00	58,688.38	337,000.00	69,687.55	346,908.36		
43	Total Impact Fees	1,649,910.93	911,415.00	364,193.03	1,583,400.00	110,539.43	1,903,564.53		
44									
45	TOTAL ALL	9,876,518.98	15,208,293.00	7,471,898.72	18,748,055.00	7,238,087.43	10,110,330.27		

	A	B	C	D	E	F	G	H
67								
68								
69	At 3/31/24							
70		501	OPERATIONAL FUNDS				RESERVES & RESTRICTED	
71		503	85,602.31			535	184,527.66	
72		216	226,768.94			536	280,970.62	
73		110	31,093.37			534	427,349.67	
74		111	2,460,090.42				utility reserves 892,847.95	
75		111	0.00					
76		502	158,395.86			112	993,417.12	
77		206	235,426.15				General Reserves 993,417.12	
78		528	106,927.11					
79		total	3,304,304.16				DIFs 1,903,564.53	reserves
80								3,789,829.60
81								
82		TOTAL ALL	10,110,330.27		encumbered/dedicated			restricted
83			trans plus exp					restricted
84		110	\$ 5,303,028.00			537	219,867.65	
85		111	599,453.00			403	1,091,289.40	
86		112	475,100.00				Loan reserves 1,311,157.05	
87		113	305,000.00					
88			\$ 6,682,581.00				Fire Reserves 843,362.79	restricted
89						211	25,680.80	restricted
90						212	48,584.30	restricted
91							LE Reserves 74,265.10	restricted
92						113	389,226.80	restricted
93			\$ 1,670,645.25				KC Undergrnd reserve 389,226.80	restricted
94								
95						290	10,080.48	restricted
96						291	38,354.24	restricted
97							Volunteer EMS/Fire 48,434.72	restricted
98						217	19,536.68	restricted
99							Parks 19,536.68	restricted
100						214	316,839.89	restricted
101							Lodgers tax 316,839.89	restricted
102						260	12,609.00	restricted
103						218	764.48	restricted
104							ARP & NFL Grants 13,373.48	restricted
105								
106								
107								
108								
109								
110						total above	6,806,026.11	

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2024-576**, a Resolution to accept the first amendment for time extension of the FY2022 - 2024 NM DOT Municipal Arterial Program (MAP) Cooperative Agreement L500522.

DATE: April 19, 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 acceptance of the first amendment to State Highway and Transportation Department funding for (MAP) Cooperative Agreement L500522, granting a time extension request to June 30, 2025.

After passage of the March 2024 Resolution requesting the extension of time, the Highway Department drafted an amended contract for Village approval for the 2022-2024 road project. The amended contract termination date is June 30, 2025. The amended contract and March resolution requesting this are attached.

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. 2024-576**, a Resolution to accept the first amendment for time extension of the FY2022 - 2024 NM DOT Municipal Arterial Program (MAP) Cooperative Agreement L500522 to June 30, 2025.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2024-576**

**A RESOLUTION REQUESTING APPROVAL/ACCEPTANCE OF THE FIRST
AMMENTMENT TO NM DOT LOCAL GOVERNMENT ROAD FUND MUNICIPAL
ARTERIAL PROGRAM (MAP) COOPERATIVE AGREEMENT Granting and extension
of time for:
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 original agreement terminates on June 30, 2024: and

WHEREAS, the Village of Taos Ski Valley and NMDOT wish to extend the term of the Contract to allow for Project Completion to June 30, 2025.

WHEREAS, both parties wish to agree to modify this Contract.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY, that we respectfully approve of and accept the first amendment to the NM Municipal Arterial Program Control No. HW2L500522 for extension of time to June 30, 2025.

BE IT FURTHER RESOLVED that the Village of Taos Ski Valley accepts responsibility for the Project, assumes the lead role in development and construction of the project, agrees to the terms, conditions, and certification and reporting requirements of the Contract, and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project.

**PASSED, APPROVED AND ADOPTED THIS 19TH DAY OF APRIL 2024.
THE VILLAGE OF TAOS SKI VALLEY**

Christopher Stanek
Mayor

ATTEST:

Ann Marie Wooldridge
Village Clerk

Contract No.	<u>D19698/1</u>
Vendor No.	<u>0000052151</u>
Control No.	<u>HW2L500522</u>

**FIRST AMENDMENT TO
LOCAL GOVERNMENT ROAD FUND
MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT**

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation and the Village of Taos Ski Valley. This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D19698, on 1/26/2023; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6, Term, is deleted and replaced by the following:

6. Term.

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

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this **First Amendment**.

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

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Village of Taos Ski Valley
By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

By: _____
Village of Taos Ski Valley Clerk or Designee

Date: _____

**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 EXTENSION OF TIME.

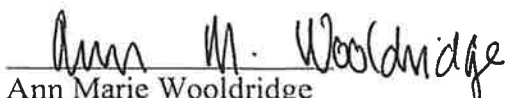
PASSED, APPROVED AND ADOPTED THIS 22nd DAY OF MARCH 2024.

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. 2024-577** Authorizing for the Assignment of Signature Authorized Officer(s) for the NMED Capital Appropriations Agreements: E2240, F2393, G2434, G2437, H2504, and H4297

DATE: April 26, 2024

PRESENTED BY: Carroll Griesedieck

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

With the departure of John Avila from the Village of Taos Ski Valley, NMED has instructed the Village to submit this Resolution to reassign the signing authority in order to process all necessary project documents for the above listed capital outlay grants that are currently active with NMED.

The authorization **Resolution No. 2024-577** designates Carroll Griesedieck, Finance Director, as the Official Representative to sign the documents needed to fulfill the grant agreement and to be designated as the Capital Systems Monitoring Contact and to be authorized for project status reporting.

RECOMMENDATION: Staff recommends approval of **Resolution No. 2024-577** Authorizing the Assignment of Signature Authorized Officer(s) for the Six NMED Capital Appropriations Agreements: E2240, F2393, G2434, G2437, H2504, and H4297.

VILLAGE OF TAOS SKI VALLEY

RESOLUTION NO. 2024-577

A RESOLUTION AUTHORIZING SIGNING THE GRANT AGREEMENT FOR THE FOLLOWING CAPITAL APPROPRIATIONS AGREEMENTS: E2240, F2393, G2434, G2437, H2504, H4297, AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S)

Whereas, the Council of the Village of Taos Ski Valley of Taos County of the State of New Mexico has entered into 6 Grant Agreements with the State of New Mexico Environment Department, and

Whereas, the Agreements are identified as Project Numbers E2240, F2393, G2434, G2437, H2504, H4297

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

See previous resolutions for authorizations to sign the Grant Agreements for these projects, and

Carroll Griesedieck, Finance Director, or successor, is the OFFICAL REPRESENTATIVE or ALTERNATE OFFICAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and

Carroll Griesedieck, Finance Director, or successor is the Capital Projects Monitoring System (CPMS) contact who is authorized to update the CPMS database on a monthly basis.

PASSED, APPROVED, AND ADOPTED:

Chrstopher Stanek, Mayor, the Village of Taos Ski Valley

(Signature)

Date


(SEAL)

ATTEST:

Ann Marie Wooldridge, Municipal Clerk

Name of Grantee: Vilage of Taos Ski Valley Project Numbers: E2240, F2393
G2434, G2437, H2504, H2497

Current Authorized Signatures (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement	
Name	See previous resolutions
Title	
Signature	
Address	
Email	
Phone	
Authorized Officer/Official Representative; To sign Disbursement Requests and All Other Documents	
Name	Carroll Griesedieck
Title	Finance Director
Signature	
Address	PO Box 100
	Taos Ski Valley, NM 87525
Email	carroll@vtsv.org
Phone	575-779-0256
Agent or Employee that will make Monthly CPMS Updates	
Name	Carroll Griesedieck
Title	Finance Director
Signature	Signature Not Required
Address	PO Box 100
	Taos Ski Valley, NM 87525
Email	carroll@vtsv.org
Phone	575-779-0256

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Huitt Zollars Professional Services Contract Amendment Related to Expanded Scope of Services, Compensation, and Term Extension for the Twining Road Reconstruction Project

DATE: April 26, 2024

PRESENTED BY: Ann Marie Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Huitt-Zollars contract requires updating because the Village has learned that part of Twining Road is on US Forest Service land. This requires the proposed project to undergo the NEPA process.

STAFF RECOMMENDATION: Staff recommends Council Approval of the proposed Huitt-Zollars contract.



April 16, 2024

Mr. Patrick Nicholson
Director of Planning & Community Development
7 Firehouse Road
Village of Taos Ski Valley, NM 87525

**RE: Proposal for Professional NEPA Environmental Services and Professional Engineering/Survey Services
Twining Road Improvements, Village of Taos Ski Valley, NM**

Dear Patrick:

Thank you for the opportunity to provide the following professional environmental and survey services proposal for The Village Twining Road Improvements. Our proposal is based on the following assumption and conditions:

Assumptions/Conditions

- Additional NEPA environmental services are necessary to comply with the USFS requirements as a portion of Twining Road is on USFS lands.
- Additional survey services are included as these services were excluded from the existing agreement.

Based on the provisions provided above and our understanding of this work effort, we have developed the following Scope of Work and associated Fee.

SCOPE OF WORK

ENVIRONMENTAL COMPLIANCE

- A categorical exclusion (CE) using the USFS/NMDOT/FHWA format(s) will be prepared for improvements to Twining Road from Skier Parking Lot to Zap Road including the cross street approaches to the major intersections within the project limits. The activities to be performed during the study phase to address the CE requirements include:
 - Agency coordination including consultation letters at the project onset and public participation plan
 - Socio-economic and demographic analyses for the project influence area
 - Qualitative air quality assessment
 - Noise data collection including peak-hour ambient noise readings at up to four (4) locations
 - Purpose and need statement and study area map
 - A cultural resources survey meeting all USFS/NMDOT/FHWA requirements
 - A biological survey that will meet all USFS/NMDOT/FHWA standards
 - Delineate wetlands
- United States Army Corps of Engineers (USACE) Permitting (Required by USFS)
 - Pre-application with meeting with Albuquerque District and New Mexico Environment Department
 - Prepare, submit and process Form 4345 and all required elements

ENGINEERING/SURVEY SERVICES

- **Final Design Services**
 - Provide additional designs to provide traffic calming elements to the project. Also provide additional designs to mitigate impacts to adjacent parcels.
 - Prepare Final Design Package (100%) in accordance with Village criteria.
- **Platting Services**
 - Assist the Village survey with exhibits as necessary for the Village Surveyor to prepare a Summary Plat to vacate Twining Road right-of-way and easements. Summary Plat shall also create new roadway easement or dedicate right-of-way per Village direction.
- **Construction Maintenance Easements**
 - Prepare construction maintenance easements (cme) for impacted parcels. Approximately twenty-three parcels require a cme prior to construction.
- **Construction Grant Application Assistance**
 - Develop graphics and project estimates in support of construction grant applications.

FEE

We will perform the above scope of work for the following fees:

1. Environmental Compliance	\$ 55,250.00 (LS)
2. <u>Engineering / Survey Services</u>	<u>\$ 63,100.00 (LS)</u>
Subtotal for Construction Phase Services	\$118,350.00 (LS)

REIMBURSABLE EXPENSES

All costs associated with printing, courier and delivery charges, mileage, parking, and any outside services will be billed separately at invoiced cost plus ten percent. Reimbursable expenses are approximated at **\$0.00**.

TOTAL FEE

The combined fee above of \$118,350.00 plus NMGR at 8.9375% for a total fee of **\$128,927.53**.

DELIVERABLES

- 1 copy of the Environmental Notice of Decision
- 1 copy of the record Summary Plat
- 1 copy of Construction Maintenance Easement for each impacted parcel

TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this AGREEMENT:

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this Letter Agreement for services shall be authorization by the Client for HZI to proceed with the work. This Agreement represents the entire understanding of Client and HZI as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.

2. OPINION OF PROBABLE CONSTRUCTION COSTS

It is recognized that neither HZI nor its Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, HZI cannot and does not warrant or represent that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from the Client's budget for the Project or from an estimate of the Cost of the Work or evaluation prepared or agreed to by HZI.

3. STANDARD OF CARE

Services performed by HZI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, at the same time and under similar conditions (the "Standard of Care"). HZI shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. HZI shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

4. TIME OF PERFORMANCE

Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project.

5. TAXES

All taxes due for services rendered, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the Client in addition to fees.

6. BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HUITT-ZOLLARS for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HUITT-ZOLLARS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HUITT-ZOLLARS in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HUITT-ZOLLARS more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT, for any reason, fails to pay an invoice or the undisputed portion of a HUITT-ZOLLARS invoice within sixty (60) calendar days of invoice date, HUITT-ZOLLARS will notify the CLIENT by registered mail that HUITT-ZOLLARS shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the CLIENT shall waive any claim against HUITT-ZOLLARS, and shall defend and indemnify HUITT-ZOLLARS from and against any claims for injury or loss stemming from HUITT-ZOLLARS' cessation of service. CLIENT shall also pay HUITT-ZOLLARS the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by CLIENT, CLIENT shall notify HUITT-ZOLLARS within ten (10) calendar days of receipt of the bill in question, and CLIENT and HUITT-ZOLLARS shall work together to resolve the matter within forty-five (45) days of its being called to HUITT-ZOLLARS' attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this AGREEMENT.

7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor HZI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and HZI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project. This mutual waiver shall survive termination or completion of this Contract.

8. TERMINATION/SUSPENSION

If the Client fails to make payments to HZI in accordance with this Agreement, such failure shall be considered substantial breach and cause for termination or, at HZI's option, cause for suspension of performance of services under this Agreement. If HZI elects to suspend services, HZI shall give seven days' written notice to the Client before suspending services. In the event of a termination of this Agreement or suspension of services, HZI shall have no liability to the Client or any third party for delay or damage caused by or related in any way to the Client because of such suspension of services. Before resuming services, the Client shall pay HZI all sums due prior to suspension, interest at 1.5% per month and any expenses incurred in the interruption and resumption of HZI's services. HZI's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project, HZI shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, HZI shall be compensated for expenses incurred in the interruption and resumption of HZI's services. HZI's fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of HZI, HZI may terminate this Agreement by giving not less than seven days' written notice.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon written authorization from the Client including the additional Scope of Services, Additional Fees and revised Schedule.

10. GOVERNING LAW AND JURISDICTION

The laws of the State where the Project is located will govern the validity of this Agreement. Any action or proceeding arising from or pertaining to this Agreement shall be brought in a state or federal court of that State and in the county in which the Project is located. The parties shall not challenge the law to be applied, the venue or jurisdiction so long as such action or proceeding is brought in accordance and compliance with this Article 10.

11. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

Both parties acknowledge that HZI's scope of services does not include any services related to the discovery of or presence of any hazardous or toxic materials. In the event HZI or any other party encounters any hazardous or

toxic materials, or should it become known to HZI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HZI's services, HZI may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

12. CONSTRUCTION OBSERVATION

If Construction Phase Services are part of this Agreement, HZI shall visit the site at intervals agreed to in writing by the Client and HZI in order to observe the progress and quality of the portion of the Work that is the subject of this Agreement completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HZI to become generally familiar with the Work in progress and to determine, in general, if the portion of the Work that is the subject of this Agreement is proceeding in accordance with the Contract Documents. Based on these general observations, HZI shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by HZI as Additional Services in accordance with the terms of this Agreement. Whether periodic, more extensive or full-time project representation is provided, HZI shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. HZI shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. HZI does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

13. JOBSITE SAFETY

Neither the HZI activities of HZI, nor the presence of HZI or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HZI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

The Client also agrees that the Client, HZI and HZI's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. The Client shall furnish to HZI certificates of insurance from the General Contractor evidencing the required coverage specified above. The certificates shall include a provision that HZI shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage. Proof of such insurance in the form of a standard Accord certificate shall be sent to the Client and HZI prior to the General Contractor commencement of construction.

14. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION

Client shall be responsible for, and HZI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by or on behalf of Client or any of its other consultants to HZI. HZI may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by HZI

due to changes in or the incorrectness of information provided by or on behalf of the Client or any of its other consultants shall be compensable to HZI as Additional Services.

15. COPYRIGHTS AND LICENSES

Prior to HZI providing to the Client any Instruments of Service in electronic form or the Client providing to HZI any electronic data for incorporation into the Instruments of Service, the Client and HZI shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

HZI grants to the Client a nonexclusive revocable license to use HZI's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 6. HZI shall obtain similar nonexclusive temporary licenses from HZI's subconsultants consistent with this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service subject to any protocols established solely and exclusively for use in performing services or construction for the Project.

In the event the Client uses the Instruments of Service for another project and without retaining the authors of the Instruments of Service, the Client releases HZI and HZI's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless HZI and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the Client rightfully terminates this Agreement for cause under Section 8.

Except for the licenses granted in this Article, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to HZI and HZI's subconsultants.

16. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and HZI, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by HZI as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

18. INSURANCE

HZI shall maintain the following insurance until termination of this Agreement EXCEPT HZI Liability as defined below:

- Commercial General Liability with policy limits of One Million Dollars (\$1,000,000) for each occurrence and Two Million (\$2,000,000) in the aggregate for bodily injury and property damage.

- Automobile Liability covering vehicles owned, and non-owned vehicles used by HZI with a policy limit of One Million Dollars (1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- Workers' Compensation at statutory limits.
- Professional Liability covering negligent acts, errors and omissions in the performance of HZI services with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. HZI shall maintain this professional liability insurance during the term of this Agreement and, if reasonably commercially available, for three (3) years after the Date of Substantial Completion of the construction of the portion of the Work which is the subject of this Agreement.
- **Additional Insured Obligations.** To the fullest extent permitted by law, HZI shall cause the policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by HZI negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.
- If requested, HZI shall provide certificates of insurance to the Client that evidence compliance with the requirements in this Section 17.

19. COMPLIANCE WITH LAWS

HZI shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in force and effective prior to the issuance of the applicable construction permit. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by HZI and which result in a substantive change to the construction documents, HZI shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

20. DISPUTE RESOLUTION

If any claim or dispute cannot be resolved between the Project Managers for the parties, or through negotiations between the chosen executives of each of the parties, then the parties shall attempt to resolve the dispute through non-binding mediation which shall be administered by the American Arbitration Association in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement. The non-binding mediation process is agreed to be a condition precedent to the right of either party to initiate litigation as a means of resolving any dispute under this Agreement.

The costs and expenses of the Mediator shall be shared equally by the parties. If the matter has not been resolved utilizing the processes set forth above and the parties are unwilling to accept the non-binding decision of the Mediator, either or both parties may elect to pursue resolution through litigation. **IT IS FURTHER AGREED THAT ANY LEGAL ACTION BETWEEN THE CLIENT AND HZI ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COURTS OF THE STATE AND COUNTY WHERE THE PROJECT IS LOCATED WITHOUT A JURY.**

21. CONFIDENTIALITY

HZI recognizes Client's interests in its confidential financial, programming, operational, and strategic information. Accordingly, Client will designate documents or transmittals of such information as confidential or proprietary

and HZI shall segregate and not disclose such documents or transmittals or the specific content therein to any third parties except only as authorized by Client, required by law, for public health or safety, or after the information otherwise becomes publicly available through other sources.

22. USE OF SUBCONSULTANTS

HZI may employ such consultants, engineers, or other subcontractors (collectively, "Subconsultants") as it deems necessary or advisable in the performance of its obligations hereunder; provided HZI must obtain Client's prior written consent to the use of each Subconsultant, which consent shall not be unreasonably withheld. HZI will require each Subconsultant to be bound to HZI by the terms of this Agreement to the same extent that HZI is bound to Client.

23. THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or HZI. HZI's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against HZI because of this Agreement or the performance or nonperformance of services hereunder. The Client and HZI agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

24. AUTHORITY TO EXECUTE THIS AGREEMENT:

In executing this Agreement, HZI and Client each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate authority to execute this Agreement, and perform the Services described herein.

25. COUNTERPARTS, ELECTRONIC SIGNATURES

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or the like, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

26. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF HZI AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT, AND ANYONE CLAIMING THROUGH OR UNDER CLIENT, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS PROJECT OR AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO TORT (INCLUDING NEGLIGENCE AND HZI ERRORS AND OMISSIONS), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY HZI.

I. AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please sign and return to our office by e-mail to seddings@huitt-zollars.com. We will schedule the above services as soon as we receive your authorization. If you have any questions about any aspect of this proposal, please do not hesitate to give us a call.

Sincerely,

HUITT-ZOLLARS, INC.


Scott Eddings, PE
Vice President

Attachments:
A- None

**Accepted and Approved for
Village of Taos Ski Valley**

(Signature)

(Name)

(Title)

(Date)

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Agreement between the Village and Zenner USA for purchase and installation of The Ultra-Sonic Meter and Pilot project.

DATE: April 26, 2024

PRESENTED BY: Virgil Vigil, Interim Village Administrator, Gabe Vasquez Public Works Director.

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley would like to install ultra-sonic meters and software throughout the Village residential area for a meter pilot project. The pilot is based on 24 residences.

The project must meet the attached specifications provided by Public Works Procurement. The lowest responsible bidder is Zenner USA \$44, 128.06 and an annual cost of \$1,992.30.

STAFF RECOMMENDATION: Staff therefore recommends that the Village Council Approval of the proposed agreement for purchase and installation of the Ultra-Sonic Meter Pilot Project.

1. COVER LETTER

The Village of Taos Ski Valley, New Mexico has issued a Request for Proposal Pilot for a "Ultrasonic Meter Software System # 2024-01". Zenner USA is pleased to respond to the above referenced RFP. Zenner has read and understands the Scope of Work in the aforementioned RFP and is in compliance.

Zenner USA will provide the water meters, Meter Interface Units (MIU)s, software, AMI infrastructure equipment and training. Zenner USA will install the AMI infrastructure. Ratliff Utilities will perform the installation of the water meters and MIUs.

The pilot is based on 24 residences.

We commend you for seeking to automate meter reading capabilities in order to increase meter reading efficiency, capture more timely water usage data, and to provide your customers with greater detail regarding individual water consumption and enhanced leak detection. Implementing an efficient AMI solution backed by innovative technology and superior customer service is critical to your quest to integrate timely metering data which will optimize management of the water distribution system. Further, our proposed AMI solution will improve your operational efficiencies, enhance your meter reading accuracy, reduce unaccounted water loss, and allow customers easy access to data. These improvements combined with the cost savings inherent in an automated system will enable the you to manage the water distribution system more effectively.

The Zenner/Minol group is a global company established in 1903 focused on meter production, meter reading and sub-metering products and services. Zenner/Minol serves customers in over 100 countries and manufactures and assembles its products in manufacturing plants on 5 continents including our plants in Banning, California and Huntsville Texas; the Huntsville plant recently opened in November 2023. Zenner is the largest water and gas meter manufacturer in the world leading the way with world class engineering and support.

Zenner being the largest Water and Gas meter producer in the world with offices and affiliates in over 100 countries and manufacturing plants on 5 continents manufactures its products to ISO9001, ISO14001 and ISO18001 certification standards. Established in 1903 with 5200 employees globally and focused on water and gas industry innovation only.

Zenner produces almost every kind of metering technology needed by our customer base. We are the only manufacturer globally that designs and manufacturers all metering technologies so we can apply the best technology based on an individual utilities water condition.

Positive Displacement Meters	Multi-Jet Meters
Ultrasonic Meters from ½" to 12"	Single Jet Meters
Residential Fire Service Meters	Mag Meters
High Pressure Meters (360psi)	Turbine Meters and Strainers
Compound Meters	Fire Hydrant Meters

Zenner deploys AMI systems globally using various technologies that benefit and fit the local environment providing optimum cost and performance. With more than 25 million active endpoints globally Zenner has become one of the largest deployers of AMI technology. Zenner has developed and deployed systems using:

- Stealth Radio
- NBIOT
- LoRa
- Net Radio

Conclusion

Our goal is to meet /exceed all your expectations through a comprehensive approach to professional planning and operations, superior customer service, advanced equipment selection, highly developed quality assurance processes, and "Safety First" procedures. We believe that the Village of Taos Ski Valley would highly benefit by choosing our firm, and its team members, with the breadth of experience our team has to offer and the ability to satisfy the selection criteria outlined in your solicitation. We look forward to your favorable evaluation and to working with you on this project.

Your primary points of contact for this project are:

- DeWayne Milligan Zenner USA Regional Sales Manager. DeWayne can be reached at 281-773-1117 or by email at dmilligan@zennerusa.com.
- Bernard Nance, Manager of Marketing and Proposal Support, Zenner USA. Bernard can be reached at 972-345-0465 or by email at bnance@zennerusa.com.
- Rich Sanders, President, Zenner USA. Rich can be reached at 772-285-1035 or by email at rsanders@zennerusa.com.

With my signature below, this affirms that I have the authority to make formal commitments on behalf of Zenner USA.

Should you have any questions regarding our submittal, please do not hesitate to contact us.

Sincerely,



Richard Sanders
President, Zenner USA
15280 Addison Road
Suite 240
Addison Texas 75001

Company Information:

Zenner USA
15280 Addison Road, Suite 240
Addison Texas 75001
www.zennerusa.com

Phone number and fax number:

Office: 972-386-6611 x125; Fax: 972-386-1814

1. Corporate office: 15280 Addison Rd., Suite 240, Addison Texas 75001

Manufacturing Plant:

- 1910 E. Westward Rd., Banning, CA. 92220
- 1981 Quality Blvd, Huntsville Texas

State of Incorporation: California

Zenner Federal Tax ID Number- 45-4158416



Customer Name: Village of Taos Ski Valley
 Billing Address:
 City/State/Zip:
 Shipping Name:
 Shipping Address:
 City/State/Zip:
 Email:
 Phone:

Salesman: Dewayne Millig
 Atrn: Carol Griesedier
 Subject: AMI Pilot
 PO: Pilot
 Ship VIA: Best Way
 FFA: No
 Accept Partial Shipments: Yes

Sales Quote
 Version 2.4.4

Date: 3/22/2024

Section	Meter Type	Meter Size	Register Units	Register Options	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
1.1	Zenner Ultrasonic Residential (ZSUR)	5/8" X 3/4" (02)	USG (US)	ETRU Encoder Output (EI)	24	\$117.69	\$2,824.56		
Misc	Conductor Mobilization				1	\$4,500.00	\$4,500.00		
Misc	Meter Installation in Residence				24	\$150.00	\$3,600.00		
Misc	Installation Remote Shut off Valve With Radio				24	\$95.00	\$2,280.00		
Misc	Ancillary Charges if needed per cleanup				1	\$850.00	\$850.00		

Section	Register/ETR Options	Register Shroud	Register Lid	Bottom Type	Part Number	Notes
1.1	NDC - 5' Bare wire (E60)	Composite (P)	Composite (P)	Bronze fill	ZSUR02US.EPPB-E60	

Section	Fire Hydrant Meter	Handle Options	Registration	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
Section	Outlet Connection	FHM Add-ons						

Section	Description	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
2	Flanges/Gaskets/Bolts/Kits		\$0.00	\$0.00		\$0.00
3	Radio Interface Units			\$4,440.00		\$0.00
3.1	Stealth 2 w/5' Bare Wire (S12BW)	24	\$92.50	\$2,220.00		\$2,220.00
3.2	Stealth 2 w/5' Bare Wire (S12BW)	24	\$92.50	\$2,220.00		\$2,220.00
4	Handheld / Cradle / Accessories			\$2,350.00		\$425.00
Misc	Android Software on Customer Owned Tablet	1	\$1,500.00	\$1,500.00		\$350.00
Misc	Blue Tooth Radio	1	\$350.00	\$350.00		\$75.00
Misc	Android Tablet	1	\$500.00	\$500.00		\$805.50
5	Stealth AMI System Hardware and Infrastructure			\$3,255.00		\$350.00
5.1	Stealth Collector - Cellular Ready (ZS-COLLECTOR-CEL)	1	\$3,255.00	\$3,255.00		\$350.00
5.2	Stealth Enhanced Repeater-A/C Powered (ZSER-AC)	1	\$1,075.00	\$1,075.00		\$150.00
5.4	Stealth MIU Repairer	5	\$625.00	\$3,125.00		\$5.50
Misc	Cell Collector Cell Card Charge	1	\$0.00	\$0.00		\$300.00
6	Software			\$5,000.00		\$552.80
6.1	Stealth Command Software Cloud Hosted by Zenner Base Fee	1	\$5,000.00	\$5,000.00		\$500.00
6.2	Stealth Command Software Cloud Hosted per Meter	48	\$1.10	\$52.80		\$52.80
6.3	Billing Interface	1	\$5,000.00	\$5,000.00		\$0.00
7	Project Management Installation/Training			\$9,800.00		\$0.00
7.1	Project Management	4	\$1,400.00	\$5,600.00		\$5,600.00
7.2	Stealth Vision Software training (per day)	2	\$1,400.00	\$2,800.00		\$2,800.00
7.3	Stealth Installation Training (per day)	1	\$1,400.00	\$1,400.00		\$1,400.00
8	Accessories and other items			\$3,728.50		\$209.00
8.1	Stealin pit install kit (S-PIT-INSTALLKIT)	50	\$2.03	\$1,015.00		\$101.50
8.3	3/4" Zenner Stealth Shut-off Valve (ZSSV-075)	24	\$100.00	\$2,400.00		\$209.00
Misc	MIU Enclosure	53	\$9.00	\$477.00		\$477.00
Misc	Estimated Freight	1	\$750.00	\$750.00		\$750.00
9	Hydrant Meter Accessories			\$0.00		\$0.00
Total System Cost and Annual Maintenance				\$44,128.06	\$1,992.30	

All electrical connections and high-work over 20ft, where required, are the responsibility of the utility. The utility is also responsible for securing & providing a mounting location (building, utility infrastructure point or utility pole) for all AMI infrastructure equipment in a location specified by Zenner Project Management.

ZENNER USA PILOT AGREEMENT

This ZENNER USA Pilot Agreement ("Agreement") is made on this 23rd day of April 2024 by and between ZENNER USA, LTD., a Texas limited partnership, located at 15280 Addison Rd, Suite 240, Addison TX, 75001 (hereinafter "ZENNER USA"), and Village of Taos Ski Valley a New Mexico Utility located at 7 Firehouse Road, Taos Ski Valley, New Mexico 87525

RECITALS

- A. WHEREAS ZENNER USA sells utility meters and meter reading hardware ("Hardware") and licenses, in object form only, proprietary computer software ("Software") provides related services ("Services").
- B. WHEREAS Utility has contacted ZENNER USA and desires to test ZENNER USA's Hardware, Software and Services ("Pilot System").

IN CONSIDERATION of the no payment or deposit, the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - GENERAL TERMS

1. PROPRIETARY INFORMATION.

- A. Definitions. As used herein, the term "Proprietary Information" shall mean and include ZENNER USA's software ("Software"), software specifications, and software routines embodied in the software and product information relating to Hardware, including Product specifications, development plans, and product performance for any Hardware item to the extent that the information is not disclosed on ZENNER USA's web site. This definition shall extend to Proprietary Information in whatever form such Proprietary Information may be embodied, including but not limited to product development plans, hardware specification, hardware design, source code, object code, System documentation, System specifications, flow charts and diagrams, and photographic representations ("Documentation").
- B. The term "Proprietary Information" shall not extend to any information, or any embodiment of information, which has become general public knowledge or is generally known in the trade.
- C. Protection of Proprietary Information. The parties hereto agree that all Proprietary Information disclosed by ZENNER USA to Utility in connection with this Agreement constitutes the trade secrets and/or confidential information of ZENNER USA and shall be held in trust and confidence by Utility. Utility agrees to take reasonable steps to ensure the secrecy of the Proprietary Information of ZENNER USA; such reasonable steps shall include, but are not limited to, the adoption of reasonable security procedures, and notification in writing to persons having access to the Proprietary Information that the Proprietary Information embodies the trade secrets and confidential information of ZENNER USA, and is not to be used or disclosed without proper authorization from ZENNER USA.

2. ENTIRE AGREEMENT. It is agreed that this Agreement and any EXHIBITS attached hereto and made a part hereby embody the entire agreement of the parties in relation to the subject matter hereunder, and that there is no other oral or written agreement or understanding between the parties at the time of execution pertaining to the subject matter of this Agreement. This Agreement shall not be modified except by the written agreement of all parties hereto.

3. GOVERNING LAW. In the event Purchaser brings suit to enforce its rights under the Agreement, the parties agree that the Agreement will be governed under Texas law and that the suit shall be tried in Collin County, Texas, USA. In the event ZENNER USA brings suit to enforce its rights under the Agreement, the parties agree that the Agreement will be governed under Texas law and that the suit shall be tried in Collin County, Texas. To the extent that there is to be a delivery or performance of services in connection with the sale of goods under this Agreement, such services will be deemed "goods" within the definition of the Uniform Commercial Code. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

ARTICLE 2 – PILOT TEST

1. DELIVERABLES AND STATEMENT OF WORK. ZENNER USA shall provide the Hardware, Software and Services identified in EXHIBIT 1 to meet the Statement of Work described on EXHIBIT 2.

2. PILOT TEST. Village of Taos Ski Valley shall purchase all the items described on EXHIBIT 1. Utility shall have up to one hundred eighty (180) calendar days to complete their testing of the Pilot System after installation to determine if the Pilot System satisfies the Statement of Work ("Pilot Test Period"). At the conclusion of the Pilot Test Period, the Village can decide whether to proceed with complete system installation.

3. STATEMENT OF WORK SATISFIED. If Utility determines the Pilot System does meet Utility's Success Criteria, defined herein, Utility can:

- A. Discuss the deployment of the balance of meters and AMI equipment in the Village. At that time issue a purchase order to purchase the components and installation for the balance of the system and services not paid for initially in this agreement from ZENNER USA

4. SUCCESS CRITERIA.

- A. The ZENNER USA Software will remain functional and accurate in the normal day-to-day environment and operation.
- B. The Stealth Software System will report accurate meter reads attained from the new collector via Ethernet communications. Time lapse shall be based on the dynamics of the field installation and number of pier-to-pier exchanges required to reach collector.
- C. The Pilot System shall incorporate 24 residential water meters and remote shut off's (SSV)
- D. The customer metering information for water data is accessible via the Zenner USA servers host receiver.

The parties understand and acknowledge that the standard of performance required for successful completion of the Pilot Test Period shall be a demonstration over time of consistent product function within the design specifications. The parties further understand that certain environmental conditions may temporarily be introduced which will temporarily affect the product function, which are not the fault of or responsibility of ZENNER USA. ZENNER USA shall be given the opportunity to remedy the problem(s) during the Pilot Test Period if the Pilot System is not working to the performance criteria set forth above, even if such a remedy results in the extension of the Pilot Test Period.

ARTICLE 3 – SOFTWARE

1. SOFTWARE LICENSE GRANT. ZENNER USA hereby grants to Utility a temporary, nontransferable and nonexclusive license for the use and possession of the Software in object code form only for the duration of the Pilot Test Period. Said license is granted under the terms and conditions set forth herein.

- A. Utility agrees that ZENNER USA retains ownership rights to the Software, and that Utility acquires no title to the Software, nor any other interest in the Software, other than the right to use and possess the Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Utility are retained by ZENNER USA. Utility also agrees not to make any copies or reproductions of the Software.
- B. Utility shall not modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restrictions) or create derivative works based on the Software, or any portion thereof. Utility may not remove or alter any proprietary notices, labels or marks on the Software or Documentation. The Software is licensed as a single product and Utility shall not separate the Software's component parts.
- C. Utility agrees that it shall not attempt to or sell, give, lend, lease, convey, transfer, license, sublease, provide, or in any other manner transfer any of its rights in the Software, whether or not modified.

ARTICLE 4 – DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES

1. DISCLAIMER OF WARRANTY AND LIMITATIONS OF REMEDIES. TO THE EXTENT ALLOWED BY LAW, UTILITY UNDERSTANDS AND AGREES AS FOLLOWS:

- A. THE EXPRESS WARRANTIES AS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY ZENNER USA.

- B. ZENNER USA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SOFTWARE, SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT.
- C. ZENNER USA DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE OR SERVICES INCLUDED IN THE SYSTEM WILL BE ERROR FREE.
- D. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR ZENNER USA'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE SYSTEM, HARDWARE, SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT OR ANY PERFORMANCE BY ZENNER USA UNDER OR PURSUANT TO THIS AGREEMENT, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THIS ARTICLE.
- E. IN NO EVENT SHALL ZENNER USA'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ZENNER USA SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

ZENNER USA,

BY: _____ Richard Sanders _____

TITLE: _____ President _____

SIGNATURE

UTILITY

BY: _____

TITLE: _____

SIGNATURE

EXHIBIT 1 DELIVERABLES SCHEDULE

- Paid Pilot Test for 24 individual residential water meters
- Equipment listed below on this schedule is supplied for Pilot Test Purposes.
- Upon completion of a successful pilot Utility may agree to purchase additional equipment from Zenner
- Length of pilot will be up to Village as to when they would like to or can afford to purchase additional equipment.



Customer Name: Village of Taos Ski Valley
 Billing Address:
 City/State/Zip:
 Shipping Name:
 Shipping Address:
 City/State/Zip:
 Email:

Salesman: Dewayne Mill
 Attn: Carol Gnesedra
 Subject: AMI Pilot
 PO: Pilot
 Ship VIA: Best Way
 FFA: No

Sales Quote
 Version 2.4.4
 Date: 3/22/2024

Accept Partial Shipments: Yes

Section	Meter Type	Meter Size	Register Units	Register Options	Qty	Unit Price	Extended Price	Annual Maintenance	List Price		
1.1	Zenner Ultrasonic Residential (ZSUR)	5/8" X 3/4" (02)	USG (US)	ETRU Encoder Output (E)	24	\$117.69	\$2,824.56				
Misc	Contractor Mobilization				1	\$4,500.00	\$4,500.00				
Misc	Meter installation in Residence				24	\$150.00	\$3,600.00				
Misc	Installation Remote Shut off Valve With Radio				24	\$99.00	\$2,376.00				
Misc	Ancillary Charges if needed per cleanup				1	\$650.00	\$650.00				
Section	Register/ETR Options	Register Shroud	Register Lid	Register Type	Part Number	Notes	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
1.1	NDC - 5' Bare wire (E60)	Composite (P)	Composite (P)	Encoder (E)	ZSUR02US-EPPB-E60						
Section	Fire Hydrant Meter	Handle Options	Registration	Inlet Connection	Qty	Unit Price	Extended Price	Annual Maintenance	List Price		
Section	Outlet Connection	FHM Add-ons									
Section	Description				Qty	Unit Price	Extended Price	Annual Maintenance	List Price		
2	Flanges/Gaskets/Bolts/Kits						\$0.00	\$0.00			
3	Radio Interface Units						\$4,440.00	\$0.00			
3.1	Stealth 2 w/5' Bare Wire (S72BW) "Stealth 2 Bare Wire"				24	\$92.50	\$2,220.00				
3.2	Stealth 2 w/S Bare Wire (S72BW) "Stealth 2 Bare Wire"			MIU's for Remote Shut off	24	\$92.50	\$2,220.00				
4	Handheld / Cradle / Accessories						\$2,350.00	\$425.00			
Misc	Android Software on Customer Owned Tablet				1	\$1,500.00	\$1,500.00	\$350.00			
Misc	Blue Tooth Radio				1	\$350.00	\$350.00	\$75.00			
Misc	Android Tablet				1	\$500.00	\$500.00				
5	Stealth AMI System Hardware and Infrastructure						\$4,955.00	\$895.50			
5.1	Stealth Collector - Cellular Ready (ZS-COLLECTOR-CEL)			Includes Antenna Mounting Pole	1	\$3,295.00	\$3,295.00	\$350.00			
5.2	Stealth Enhanced Repeater-AC Powered (ZSER-AC)			Includes Antenna Mounting Pole	1	\$1,075.00	\$1,075.00	\$150.00			
5.4	Stealth MIU Repeater			Includes antenna mounting pole & wire	5	\$125.00	\$625.00	\$5.50			
Misc	Cell Collector Cell Card Charge			\$22 per year per cell card	1		\$0.00	\$300.00			
6	Software						\$5,000.00	\$552.80			
6.1	Stealth Command Software Cloud Hosted by Zenner Base Fee				1	\$500.00	\$500.00	\$500.00			
6.2	Stealth Command Software Cloud Hosted per Meter			\$1.10 per MIU per year	48	\$1.10	\$52.80	\$52.80			
6.3	Billing Interface				1	\$5,000.00	\$5,000.00	\$0.00			
7	Project Management Installation/Training						\$9,800.00	\$0.00			
7.1	Project Management			Billed per day	4	\$1,400.00	\$5,600.00				
7.2	Stealth Vision Software training (per day)			Billed per day	2	\$1,400.00	\$2,800.00				
7.3	Stealth Installation Training (per day)			Billed per day	1	\$1,400.00	\$1,400.00				
8	Accessories and other items						\$3,728.50	\$26.40			
8.1	Stealth pre install kit (S-PII-INSTALLKIT)			One per MIU	50	\$7.03	\$351.50				
8.3	3/4" Zenner Stealth Shut-off Valve (ZSSV-075)				24	\$100.00	\$2,400.00	\$26.40			
Misc	MIU Enclosure				53	\$9.00	\$477.00				
Misc	Estimated Freight				1	\$750.00	\$750.00				
9	Hydrant Meter Accessories						\$0.00	\$0.00			
Total System Cost and Annual Maintenance							\$44,128.06	\$1,809.75			

**EXHIBIT 2
STATEMENT OF WORK**

Utility:

1. Shall select 24 water meters within the Utility service to be installed in individual residences. Area to be monitored by AMI system.
2. Shall also install 24 Remote Shut off Valves
3. Shall select sites for installing Zenner Collector at secure location(s) accessible to both Utility and ZENNER USA if required.
4. Shall assist in scheduling appointments for or with, the Contractor to make in home installations.
5. Shall access data directly from ZENNER USA servers.
6. Shall provide feedback to ZENNER USA on accuracy and usefulness of Data.
7. Shall appoint one person as primary contact (Utility Project Manager) to serve as the communication link between the Utility and ZENNER USA for all purposes.

ZENNER USA:

8. Shall train utility staff and install contractor to integrate Stealth Readers to Remote Shut Offs and Utility meters.
9. Sub Contractor Shall work with Village to set up appointments to install meters and remote shut offs in individual residences
10. Shall set up Collector communications.
11. Shall appoint a Project Manager to oversee the installation of the project as outlined.
12. Shall supply the reads gathered during the Pilot Test Period directly to Utility.
13. Shall supply all engineering and training needed to Utility personnel during the Pilot Test Period.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve an Agreement between the Village of Taos Ski Valley and Core & Main, Inc. for purchase of 50 tamper-proof Fire Hydrant locks

DATE: April 19, 2024

PRESENTED BY: John Avila, Village Administrator, and 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 2026. The Village would like to install these hydrant locks on all active 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, Inc. at \$14,486.92 before taxes. This is a capital grant funded project.

STAFF RECOMMENDATION: Staff recommends Village Council approval of the proposed agreement for purchase of hydrants and hydrant kits from Core & Main.

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve entering a Contract for a Wildland Fire Coordinator

DATE: April 19, 2024

PRESENTED BY: Fire Chief Matt Rogers

STATUS OF AGENDA ITEM: Pending Contract

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION: This item is to approve the Village entering a contract with Enso Wildfire Services LLC to be the Village's Wildland Fire Coordinator. The position is funded by a State of New Mexico grant for \$25,000 for the Coordinator to provide services outlined in the Scope of Work cited in the Grant Agreement. Enso Wildfire Services LLC will get the Village of Taos Ski Valley Fire Department on the State and Federal Mobilization Guide, allowing the Village to send an engine to work on Federal or State Fires. They will also provide classes for the volunteers to maintain their Red Cards and increase their knowledge, skills, and certifications. Finally, Enso will aid in administering the NFL grant and help fulfill those obligations.

RECOMMENDATION: To Approve the Contract with Enso Wildfire Services LLC.



SERVICES CONTRACT # 2024-07

This Contract is hereby made and entered into by and between **Village of Taos Ski Valley**, a political subdivision of the State of New Mexico (hereinafter "**Village**") and **Enso Wildfire Services LLC.**, (hereinafter "**Contractor**"). For good and valuable consideration and in consideration of the provisions set forth below, the parties agree as follows:

1. **Scope of Work.** Contractor shall provide services as the Wildland Urban Interface (WUI) Coordinator for Village of Taos Ski Valley. Work will include coordinating with federal, state, and local government agencies responsible for fire management, awareness, and updating the Village Wildfire Protection Plan (CWPP) as set out in greater detail in Exhibit 1, attached hereto and incorporated herein for all purposes. Contractor shall provide services as the Wildland Fire Specialist for Village. Work will include coordinating wildland fire training and response capabilities of volunteer fire departments as set out in greater detail in Exhibit 1, attached hereto and incorporated herein for all purposes. This position aligns with the 2016 Village Community Wildfire Protection Plan (CWPP).

2. **Compensation.** Contractor shall provide all labor and materials to perform the scope of work described in this Contract for an amount not to exceed \$24,999.00 exclusive of New Mexico gross receipts tax (GRT). Village shall pay applicable GRT. The contractor shall be reimbursed for office supplies and education materials not to exceed One Thousand, Five Hundred dollars (\$1,500.00).

After providing services, Contractor shall direct each invoice, for hours worked, monthly to Matthew Rogers, Taos Ski Valley Fire Chief at 9 Firehouse Road, Taos Ski Valley, NM 87525. Within 7 days of receipt of an invoice, shall either certify the invoice to the Village Finance Department for payment, or notify Contractor of any defect in the invoice or the work. Within 14 days of receipt of certification for payment the Village Finance Department shall tender payment to Contractor. If payment is by mail, the date of tender shall be the postmark date.

3. **Warranty.** Contractor warrants that all materials and services supplied pursuant to this Contract shall meet the specifications contained in the Contract and exhibits and in addition shall comply with industry standards and be of merchantable quality and suitable for the purposes for which they are intended.

4. **Appropriations.** This Contract is contingent upon there being sufficient funds available for Village to appropriate funds to make payments pursuant to this Contract. Village shall be the sole and final determiner, in its sole discretion, of whether sufficient funds are available to appropriate funds for this Contract.

5. **Term.** This Contract shall be effective from the date last signed by all parties through June 30, 2025, unless terminated earlier pursuant to its terms.

6. **Termination.**

If either party fails to fulfill its obligations under this Contract in a timely and proper manner, or if either party violates any material covenant, agreement or stipulation of this Contract, the other party shall have the right to terminate the Contract by giving written notice to the party of termination which shall occur no less than 30 calendar days after the date of notice, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior the effective date of termination. The notice shall specify the effective date of the termination and the reasons therefore.

Village may terminate the Contract with or without cause at any time in the Village's sole discretion by giving written notice to the Contractor of termination, which shall occur no less than 30 calendar days after the date of notice and shall specify the effective date thereof.

Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand delivered, notice of termination is effective as of the time of delivery to the Contractor or Contractor's place of business, or to the Village Administrator.

In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

7. Indemnification. Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold Village and Village's employees, agents, independent contractors and representatives harmless from damages and losses arising from the subject matter of this Contract whether such damages are based in tort, contract, statute, any other category of law or in equity. Contractor's obligation pursuant to this paragraph is specifically intended to extend to, but is not limited to, all claims for any damages sustained by Contractor, its employees, independent contractors, agents or other representatives while engaged in the performance of this Contract.

8. Required Insurance. Contractor shall maintain liability insurance in an amount at least equal to the damage limits set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). Contractor shall maintain employee's liability and workmen's compensation insurance and will make Village an additional insured. Contractor shall provide the Village with a Certificate of Insurance establishing to the Village's satisfaction that all insurance is in effect for the term of this contract before commencing work. In no event shall the failure to provide evidence of coverage, be deemed a waiver by the Village of the insurance obligation in the contract.

9. Limitation of Liability. Village shall have no liability to Contractor for any matter relating in any way to the subject matter of this Contract except for the compensation provided for herein, whether such liability is in contract, tort, statute, any other category of law or in equity. There shall be no liability for compensation that has not yet been earned pursuant to the terms of this Contract or for consequential damages.

10. Required Licenses and Permits. Contractor, its employees and its independent contractors shall have all licenses required by law to perform any act in connection with this Contract. Contractor is responsible for obtaining all necessary permits needed to complete this project.

11. Work Product. All work and work product produced under this Contract shall be and remain the exclusive property of County and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation, legal entity or organization), other than Village, any such work or work product or copies thereof.

12. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to anyone (individual, corporation, legal entity or organization) without the prior written approval of the Village.

13. Status of Contractor. Contractor acknowledges that Contractor is an independent contractor and as such neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall be considered employees or agents of Village nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, or any other benefits provided to Village employees.

14. Non-Agency. Contractor agrees not to purport to bind Village to any obligation not assumed herein by Village unless Contractor has express written approval and then only within the limits of that express authority.

15. Worker's Compensation. Contractor acknowledges that neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under Village's policy.

16. Taxes. Contractor acknowledges that Contractor, and Contractor alone, shall be liable to the state and federal government(s) and/or their agencies for income and self-employment taxes required by law and that Village shall have no liability for payment of such taxes or amounts.

17. **Records and Audit.** Contractor shall keep, maintain and make available, to Village, all records, invoices, bills, etc. related to performance of this Contract for a period of no less than three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by Village or its authorized representative or agent, including federal and/or state auditors.

18. **Conflict of Interest and Governmental Conduct Act.** Contractor warrants that Contractor presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with Contractor's performance of services under this contract. Contractor certifies that the requirements of the

Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, public employee or former public employee have been followed.

19. **Non-Discrimination.** Contractor agrees that Contractor, Contractor's employees, independent contractors, agents and representatives shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

20. **Assignment and Subcontracting.** Contractor shall not assign, transfer or subcontract any interest in this Contract or attempt to assign, transfer or subcontract any claims for money due under this Contract without the prior written approval of Village.

Independent contractors may only be hired by Contractor pursuant to a written contract that incorporates this Contract by reference and by which such independent contractors agree to be bound by the terms of this Contract. Executed copies of such contracts shall be provided to Village by Contractor before such independent contractors commence work.

21. **Remedies for Default or Breach by Contractor.** In the event that Contractor defaults on any provision of this Contract or otherwise breaches this Contract, Village, in its sole discretion, shall be entitled but not obligated to pursue any or all of the following remedies:

A. File suit and seek all damages or other remedies including injunctive relief allowed by law or equity. In the event that Village files suit, prepares to file suit, or threatens to file suit and ultimately prevails by judgment or settlement, Village shall be entitled to recover reasonable attorney fees and expenses including the reasonable value of the services provided by the Village legal department as though such services had been provided by outside counsel.

B. Terminate this Contract as provided for in the termination section above.

C. Provide Contractor with written notice of the default or breach including a period of time in which to cure the default or breach. If the default or breach is not cured within the allowed time, Village may, in its sole discretion, grant additional time in writing, or pursue any other remedy or remedies provided for in this section.

D. Withhold any payments to Contractor provided for in this Contract until the default or breach is cured and Village has received from Contractor the dollar amount necessary to compensate Village for all damages and attorney fees and expenses allowed pursuant to this Contract or by law or equity.

E. The failure of Village to pursue any remedy provided for in this section shall never be the ratification of or acquiescence in by Village of Contractor's default or breach. The remedies in this section are intended to be cumulative. None shall be in lieu of any other. Village may pursue none, one, all or any combination of the remedies provided for in this section.

22. **Severability.** In the event that a court of competent jurisdiction rules that any provision of this Contract is void, voidable or otherwise unenforceable, all other provisions shall remain in full force and effect that are not inconsistent with the court's ruling.

23. **Sole Contract.** This Contract, including all exhibits whether attached hereto or incorporated herein by reference, incorporates all of the agreements and understandings between the parties involving the Scope of Work contained herein. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

24. **Survival.** All terms of this Contract that as a practical matter would require actions by either party after the expiration, termination or voiding of this Contract to effectuate those terms, shall survive such expiration, termination or voiding.

25. **Amendment.** This Contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by all parties.

26. **Applicable Law.** This Contract shall be governed by the Laws of the State of New Mexico.

27. **Jurisdiction and Venue.** Any legal proceeding arising out of the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity, shall be brought before the Eighth Judicial District Court, Village, State of New Mexico. Contractor hereby agrees that such court shall have jurisdiction over it and that venue shall be proper in such court.

28. **Attorney Fees.** If Village utilizes attorneys to assert or defend any legal position arising out of the subject matter of this Contract, regardless of whether based in contract, tort, statute or any other category of law or equity, and Village ultimately prevails by judgment or settlement, Village shall be entitled to recover from Contractor reasonable attorney fees and expenses, including the reasonable value of services provided by the Village legal department as though such services had been provided by outside counsel.

29. **Illegal Acts.** Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any Contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited. Contractor warrants and represents that it has not engaged in and will not engage in such activity.

30. **Release.** Contractor agrees that, upon final payment of the amount due under this Contract, Contractor releases Village from all liability, claims and/or obligations whatsoever arising from the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity.

31. **Contact Information for Parties.** The contact information for the parties to this Contract is as set out in this paragraph. Unless such information is changed in writing, all notices or other communication pursuant to this Contract shall be through the contact information in this paragraph.

Village Contractor

John Avila, Village Administrator, cc'd Matt Rogers, Fire Chief

7 Firehouse Road, PO Box 100

Taos Ski Valley, NM 87525

Phone: 575-776-8220

Email: javila@vtsv.org, mrogers@vtsv.org

Garrett Hanson, Owner

PO Box 1843

Taos, NM 87571

Phone: 575-779-0914

Email: ensowfs@gmail.com

32. **Authority.** The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

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

CONTRACTOR

CONTRACTOR'S GRT/CRS NUMBER or

CONTRACTOR'S FED. TAX ID NO. or SSN

VILLAGE OF TAOS SKI VALLEY

CHRIS STANEK, MAYOR

ATTEST:

ANN MARIE WOOLDRIDGE, VILLAGE CLERK

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Entering a Contract for a new Medical Rescue/ Ambulance Unit

DATE: April 19, 2024

PRESENTED BY: Fire Chief Matt Rogers

STATUS OF AGENDA ITEM: Pending

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION: This is an agreement to enter a contract with Braun NW, a manufacturer of ambulances. This manufacturer is a member of Houston-Galveston Area Council (HGAC), a buying group which offers government agencies the best pricing for products purchased under the agreement and does not require that multiple bids be solicited. The Village is a member of HGAC.

The base cost for the rescue unit is \$225,000, not including the options that will be added. As discussed at the recent budget meeting, the Village is budgeting \$400,000 as a total price, for the unit and extra items. Some of the items to be ordered are a gurney and loading/restraint system for \$60,000, decals for \$10,000, and radios for \$10,000. As soon as the signed agreement is returned, the Village will be put in the queue for manufacture. Currently, delivery is expected in summer or fall 2025.

This item is on the list of approved expenditures for use of public safety impact fees.

While Medic 311, the current ambulance, is licensed as a Transport-Capable Rescue, using it is unsafe because of an outdated patient restraint system and a lack of safety belts for the EMT/Paramedic in the rear. This new Medical Rescue Unit is needed to continue growth of the EMS Department at the Village of Taos Ski Valley.

RECOMMENDATION: Recommend approval

BRAUN-NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC DEMO PROPOSAL

March 21, 2024

Village of Taos Ski Valley
Attn: Matt Rogers
PO Box 100
Taos Ski Valley, NM 87525
mrogers@vtsv.org

RE: One (1) 2023 North Star 147-1 Ambulance Demonstrator #4035-1

Braun Northwest is pleased to offer the following proposal which is based upon HGAC contract AM10-23:

One (1) 2023 North Star 147-1 Ambulance Demonstrator #4035-1 on a 2024 Ford F-350 4x4 ambulance prep diesel chassis per enclosed specifications dated 3/20/2024 and drawings dated 2/17/2023.

Base price HGAC AM23CA01.....	\$212,653.00
Published/Customized Category taken.....	<u>\$ 14,699.00</u>
Subtotal for one (1) vehicle.....	<u>\$227,352.00</u>
HGAC Discount.....Deduct.....	<\$ 1,500.00>
HGAC Fee.....	<u>\$ 1,000.00</u>
Total F.O.B. Chehalis, WA	<u>\$226,852.00*</u>

Sales tax not included

F.O.B.: Chehalis, Washington

Delivery: **August/September 2025, based upon current manufacturing plan. Please note this date can change based upon changes to production and chassis arrival.*

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

**Note: Vehicle offered on first come first served basis and is being offered to other agencies. Pricing above and option page is based upon signed proposal and option page being returned prior to unit entering production. Should unit be in production when signed proposal is returned, pricing will be adjusted accordingly and some options might not be able to be offered any longer.*

(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

Respectfully Submitted by:
Braun Northwest, Inc.

We agree to accept the above proposal:
Village of Taos Ski Valley



Colton Schoellkopf, Inside Sales
Manager

Signature Date

Date: 3-21-24

Printed Name Title



EMERGENCY VEHICLES

CS
cc TC
Enclosures: Options page, specifications, drawings.

www.braunnw.com

**OPTIONS
FOR
Village of Taos Ski Valley, NM
Taos Ski Valley, New Mexico**

Please indicate if you want the following options by initialing in the space to the left, filling in the appropriate spaces, and checking the yes/no boxes, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

- ____ 1. Install "*customer-supplied*" Stryker Performance-LOAD cot loading system.
 ADD..... \$1,050.00
 Do you want this option? Yes No _____ initials
- ____ 2. Utilize running boards with Grip Strut surfaces and splash guards on both sides of cab.
 ADD \$300.00
 Do you want this option? Yes No _____ initials
- ____ 3. Utilize 7" step rear bumper with Grip Strut surface.
 ADD \$200.00
 Do you want this option? Yes No _____ initials
- ____ 4. Install a Class V, 2.5" receiver trailer hitch below the rear bumper.
 ADD..... \$1,195.00
 Do you want this option? Yes No _____ initials
- ____ 5. Install two (2) rear recovery eyes rated at 10,000lb per pair installed in recessed pockets in rear kick panel
 ADD..... \$950.00
 Do you want this option? Yes No _____ initials
- ____ 6. Utilize semi-recessed four (4) glove box butlers on rear curbside passage door.
 ADD..... \$1,000.00
 Do you want this option? Yes No _____ initials
- ____ 7. Utilize a BNW supplied and installed Technimount Bracket in Cabinet #5.
 ADD..... \$1,250.00
 Do you want this option? Yes No _____ initials
- ____ 8. Install a bench end bar with sharps and waste on curbside squad bench.
 ADD..... \$550.00
 Do you want this option? Yes No _____ initials
- ____ 9. Install a "*customer-supplied*" Knox MedVault 2 in Cabinet #1.
 ADD..... \$525.00
 Do you want this option? Yes No _____ initials
- ____ 10. Utilize prewire for future "*customer-supplied and installed*" radio equipment in driver's console.
 ADD..... \$350.00
 Do you want this option? Yes No _____ initials

- ____ 11. Utilize prewire for future *"customer-supplied and installed"* radio equipment in Action Area.
 ADD..... \$350.00
 Do you want this option? Yes No _____ initials
- ____ 12. Stripes – PLEASE CHOOSE ONE
 _____ Striping to remain on vehicle as shown..... No Charge
 _____ Remove all stripes..... DEDUCT <\$900.00>
 Do you want this option? Yes No _____ initials
- ____ 13. Install red/gold reflective chevrons on rear of ambulance.
 (Choose Option Below)
- Option 1: Outboard of the rear passage doors
 ADD..... \$850.00
 Do you want this option? Yes No _____ initials
- Option 2: Outboard AND above the rear passage doors
 ADD..... \$1,000.00
 Do you want this option? Yes No _____ initials
- Option 3: Whole rear including outboard, above and the rear passage doors
 ADD..... \$1,700.00
 Do you want this option? Yes No _____ initials
- ____ 14. Install buzzer in driver's console in addition to flashing LED lights that warns driver and passenger of open compartment/entrance doors.
 ADD..... \$275.00
 Do you want this option? Yes No _____ initials

(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX.)

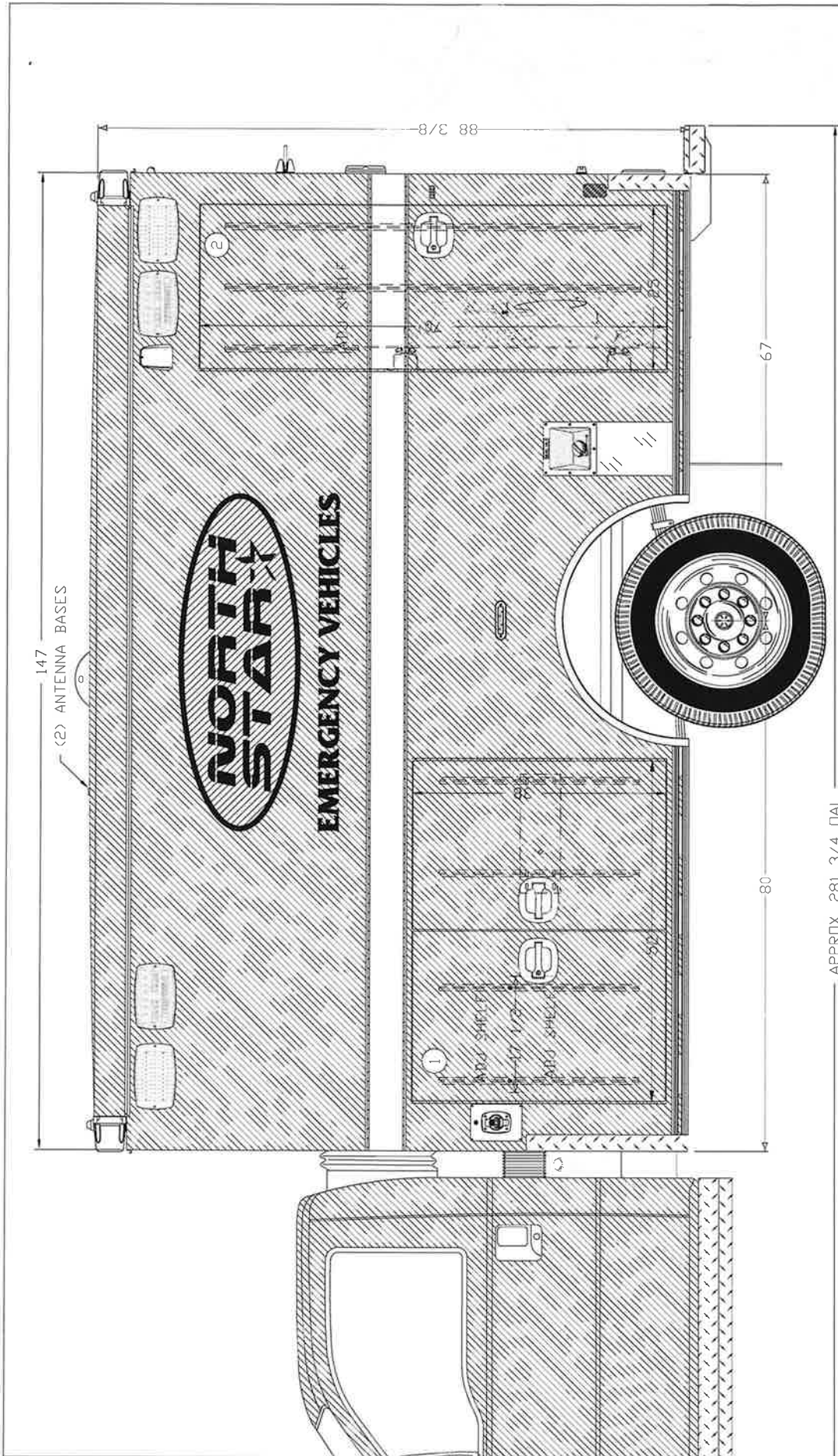
APPROVED BY: *(Please initial above choice (s) & sign below)*

 (Signature)

 (Date)

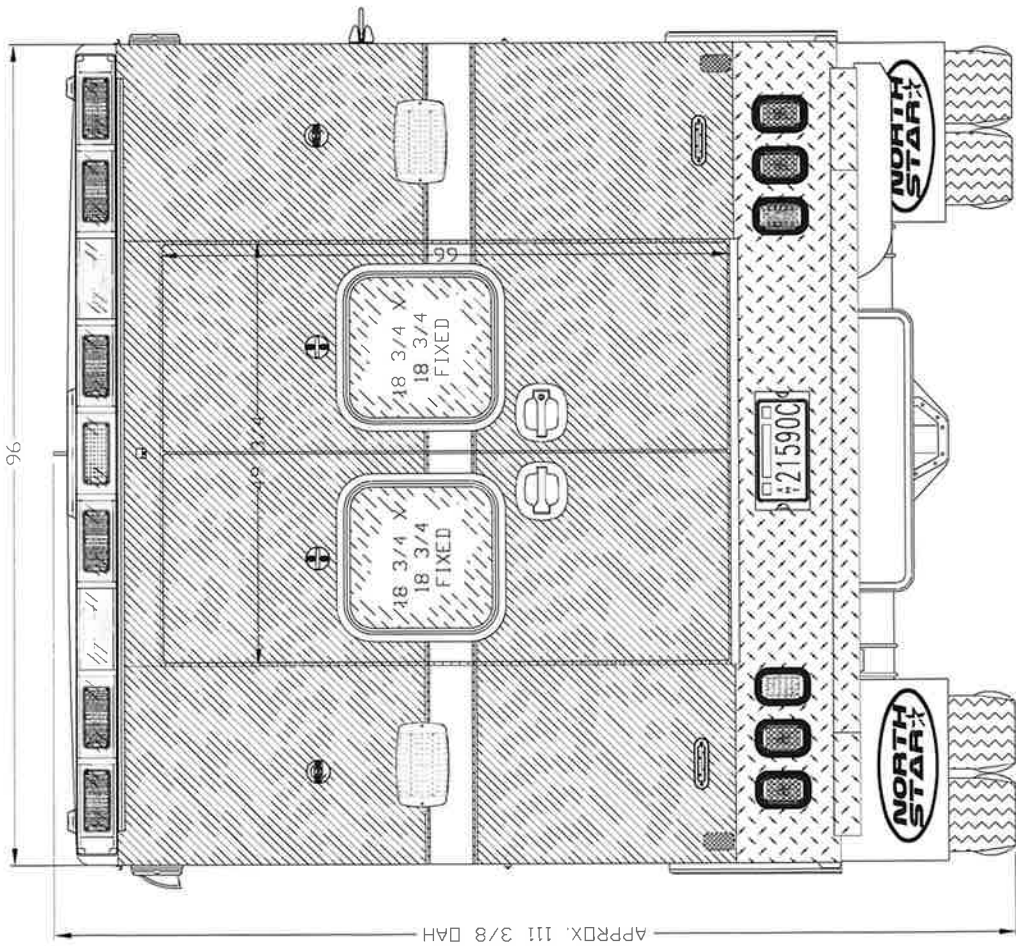
 (Printed Name)

 (Title)



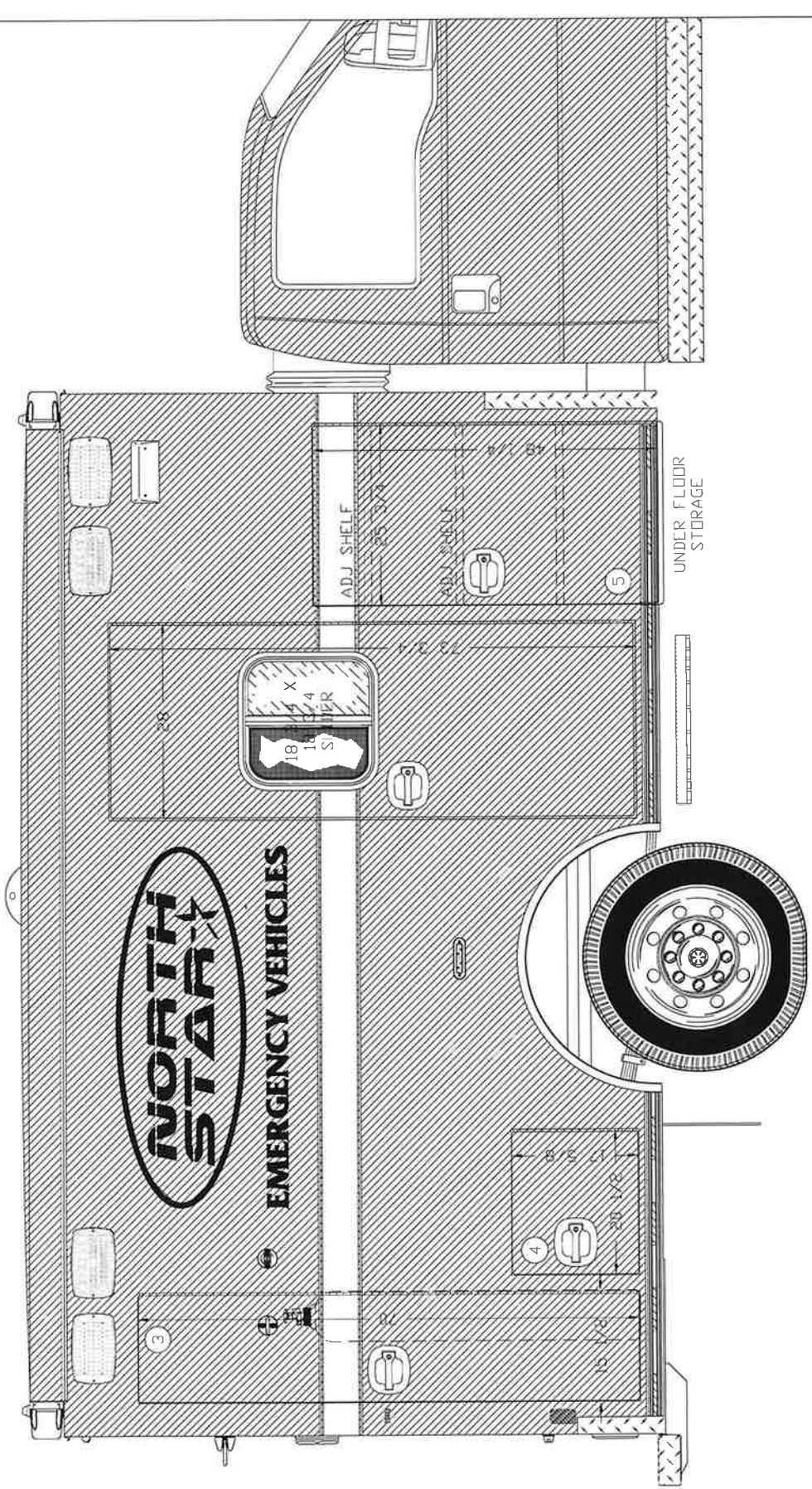
Braun Northwest, Inc.	
Department	SALES
Dwg. Name	202X_FORD_F350_DEMO1
Client	FORD F350 4X4 DEMO
Date	02/17/2023
Drawing By	ARA.
Rev	

TITLE: EXTERIOR S/S VIEW



Braun Northwest, Inc.	
Department	SALES
Dwg. Name	202X_FORD_F350_DEMO2
Client	FORD F350 4X4 DEMO
Date	02/17/2023
	Drawing By
	A.R.A.

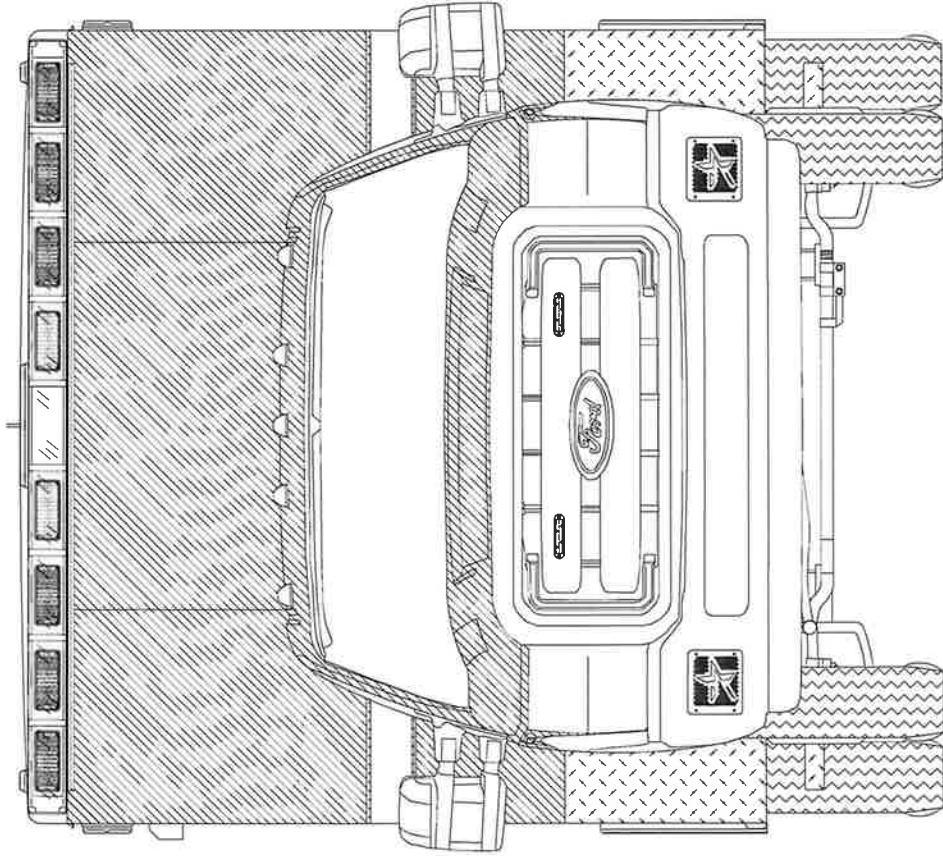
TITLE: EXTERIOR REAR VIEW



Braun Northwest, Inc.

Department	SALES	Rev
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Client	FORD F350 4X4 DEMO	
Date	02/17/2023	Drawing By: ARA.

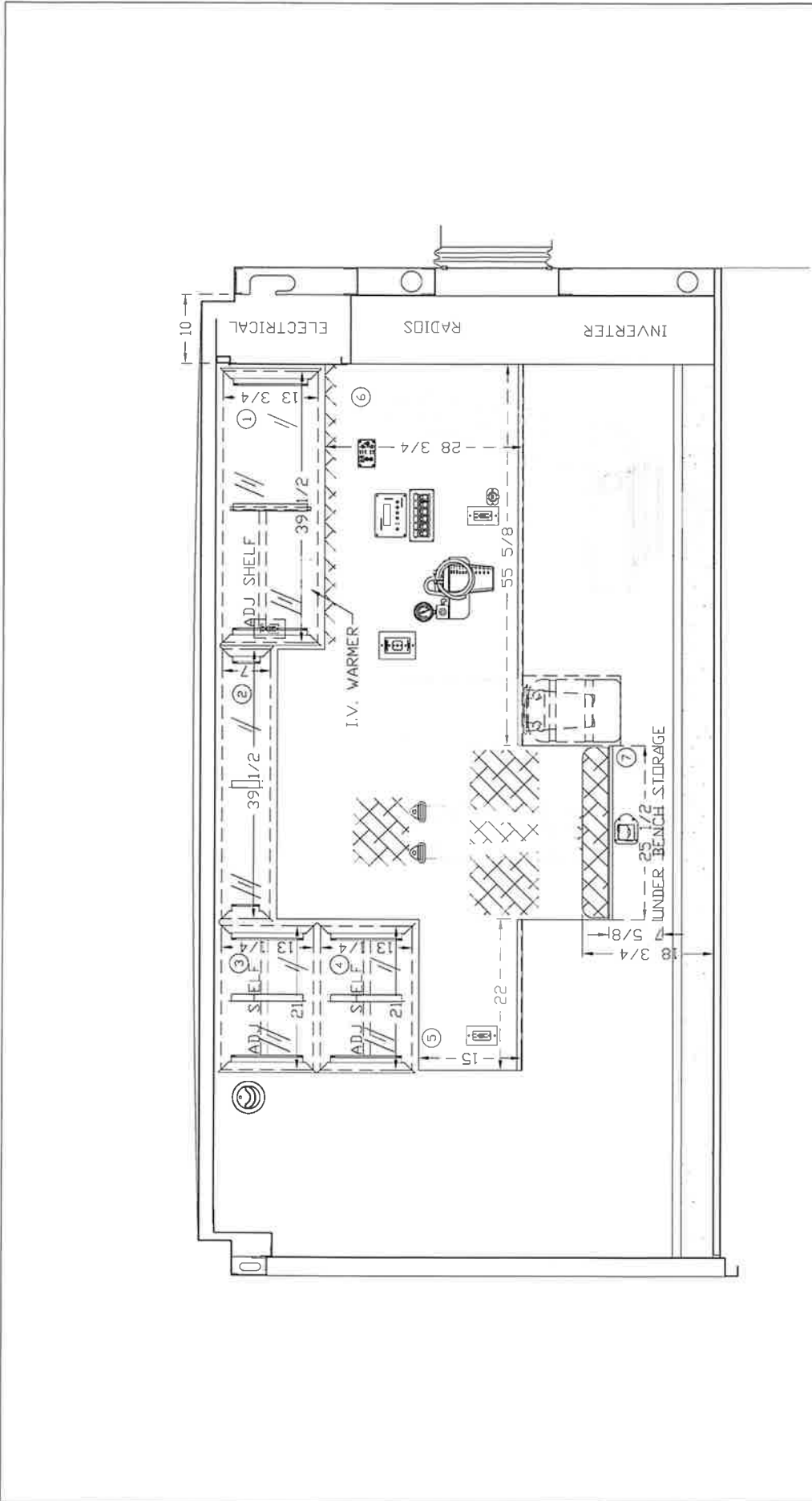
TITLE: EXTERIOR C/S VIEW



Braun Northwest, Inc.

Department	SALES	Rev
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Client	FORD F350 4X4 DEMO	
Date	02/17/2023	Drawing By A.R.A.

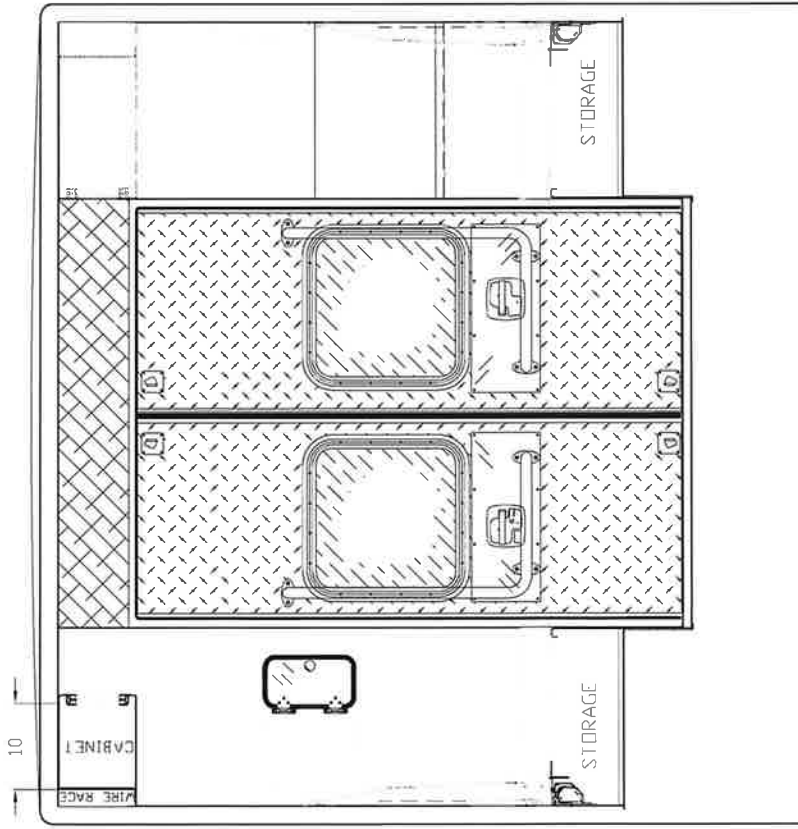
TITLE: EXTERIOR FRONT VIEW



Braun Northwest, Inc.

Department	SALES	Rev
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Client	FORD F350 4X4 DEMO	
Date	02/17/2023	Drawing By A.R.A.

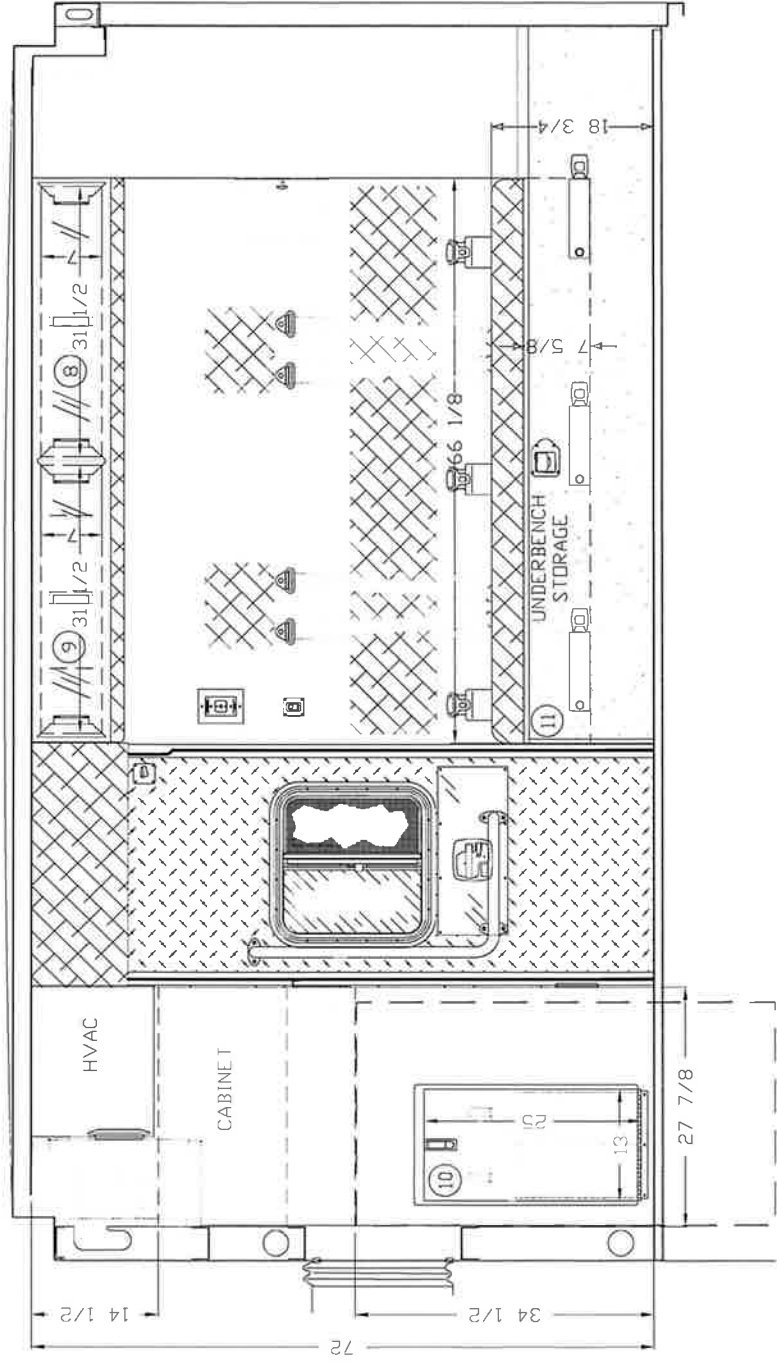
TITLE: INTERIOR S/S VIEW



Braun Northwest, Inc.

Department	SALES	Rev
Dwg. Name	202X_FORD_F350_DEMO6	
Client	FORD F350 4X4 DEMO	
Date	02/17/2023	Drawing By
		A.R.A.

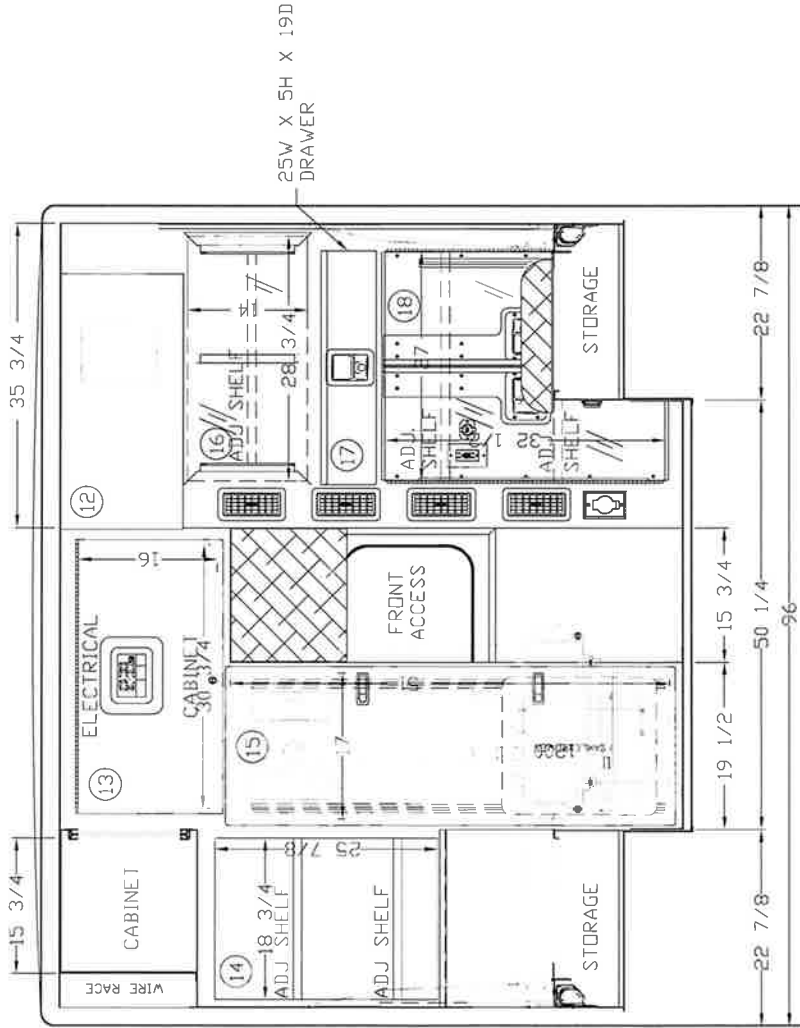
TITLE: INTERIOR REAR VIEW



Braun Northwest, Inc.

Department	SALES	Rev
Dwg. Name	202X_FORD_F350_DEMO7	
Client	FORD F350 4X4 DEMO	
Date	02/17/2023	Drawing By
		A.R.A.

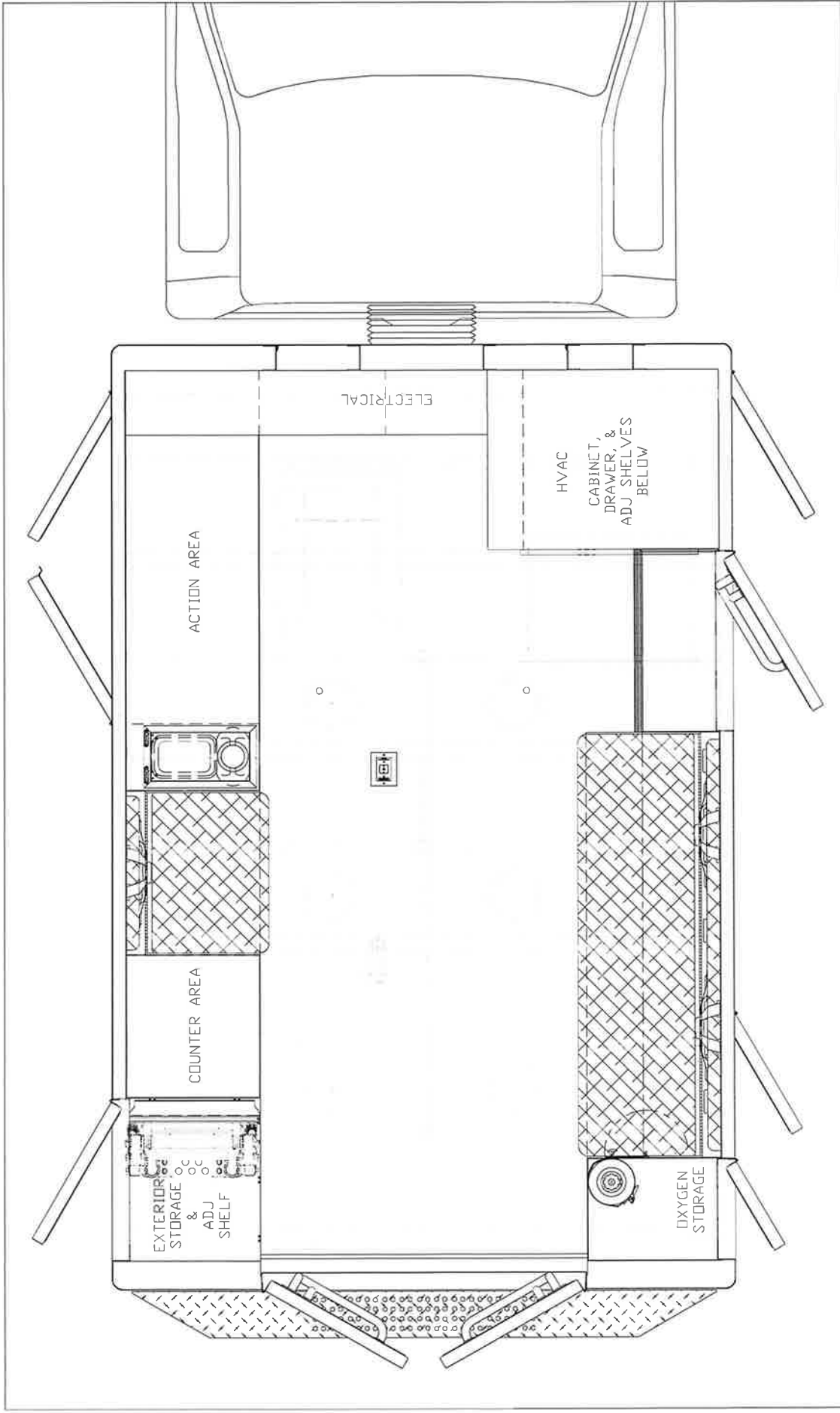
TITLE: INTERIOR C/S VIEW



Braun Northwest, Inc.

Department	SALES	Rev
Dwg. Name	202X_FORD_F350_DEMO8	
Client	FORD F350 4X4 DEMO	
Date	02/17/2023	Drawing By A.R.A.

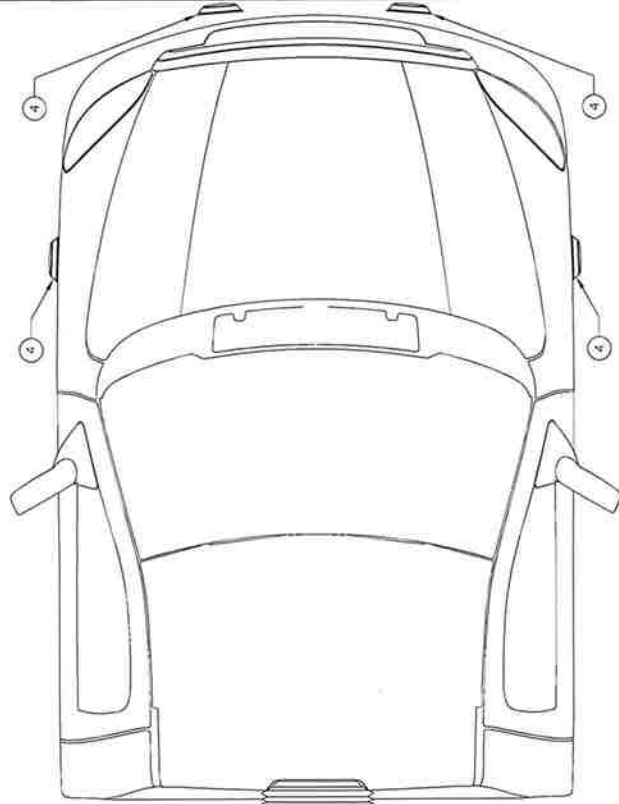
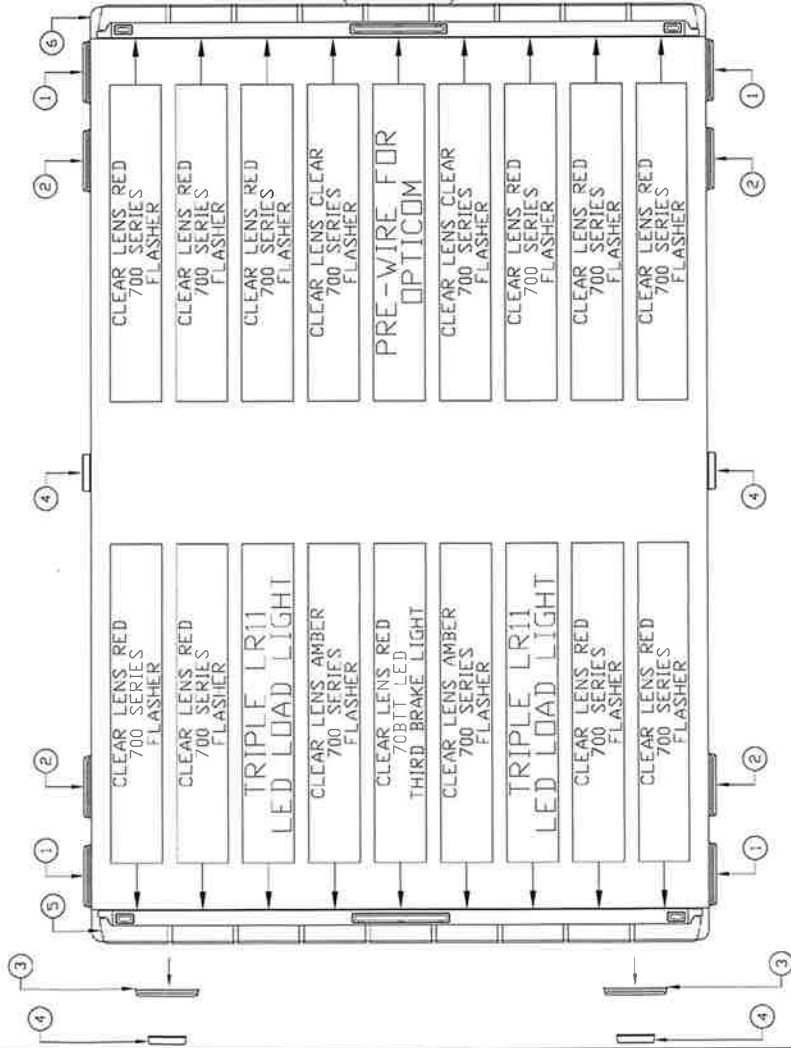
TITLE: INTERIOR FRONT VIEW



Braun Northwest, Inc.

Department	SALES	Rev
Dwg. Name	202X_FORD_F350_DEMD9	
Client	FORD F350 4X4 DEMD	
Date	02/17/2023	Drawing By A.R.A.

TITLE: PLAN VIEW



TAG DESCRIPTION		QTY	DESCRIPTION
6	WHELEN 94" #4500 PLUS LTBAR W/ICC'S RED/RED/RED/CLR/CLR/CLR/RED/RED/RED	1	4 WHELEN #VISIONMCR CLR LENS RED LED FLSH
5	WHELEN 94" #4500 PLUS LTBAR W/ICC'S RED/RED/CLR/AMB/RED/AMB/CLR/RED/RED	1	3 WHELEN #M9A CLR LENS AMBER SUPER LED FLSH
		2	4 WHELEN #M9LCZ SCENE SUPER LED
		1	4 WHELEN #M9RC CLR LENS RED SUPER LED FLSH
		1	QTY
TITLE: EMERGENCY LIGHT LAYOUT			

Braun Northwest, Inc.

Department	SALES	Rev
Dwg. Name	202X_FORD_F350_DEMOLTS	
Client	FORD F350 4X4 DEMO	
Date	02/17/2023	Drawing By
		A.R.A.