



**VILLAGE COUNCIL REGULAR MEETING AGENDA
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, JULY 27, 2021 2:00 P.M.**

1. CALL TO ORDER AND NOTICE OF MEETING

2. ROLL CALL

3. APPROVAL OF THE AGENDA

4. APPROVAL OF THE MINUTES OF THE JUNE 22, 2021 VILLAGE COUNCIL REGULAR MEETING, the JULY 12, 2021 VILLAGE COUNCIL SPECIAL MEETING, and the JULY 20, 2021 SPECIAL MEETING

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

6. COMMITTEE REPORTS

- A. Planning & Zoning Commission
- B. Public Safety Committee
- C. Firewise Community Board
- D. Parks & Recreation Committee
- E. Lodger's Tax Advisory Board
- F. Capital Advisory Infrastructure Committee

7. REGIONAL REPORTS

8. MAYOR'S REPORT

9. STAFF REPORTS

- A. Administrator Avila
- B. Finance Director Grabowski
- C. Police Chief Trujillo
- D. Fire Chief Molina
- E. Building Official Bowden
- F. Planning Director Nicholson
- G. Public Works Director Martinez
- H. Clerk Wooldridge
- I. Attorney Baker

10. OLD BUSINESS

A. PUBLIC HEARING: Consideration to Approve **Ordinance No. 2022-10** Amending Village Ordinance No. 2020-10, to Update the Building and Construction Codes to Include the 2018 New Mexico Energy Conservation Codes

11. NEW BUSINESS

A. Consideration to Approve **Resolution No. 2022-472** Requesting a Permanent Budget Adjustment to the FY2021 Budget (BAR) to increase the Municipal GRT and Hold Harmless GRT revenue collections and corresponding transfers out of the General Fund, and to Increase Transfers in to Pledged Funds to the USDA (63), to the Roads Fund (05), and to the Water Reserves Fund (41) for General Support

B. Consideration to Approve **Resolution No. 2022-478**, Approving the 4th Quarter FY 2021 Financial Report for the Year ending June 30, 2021

C. Consideration to Approve **Resolution No. 2022-479** Requesting Acceptance of the Federal Rescue Fund/American Rescue Plan Act Grant Funding and Creating the Fund No. 66/26000 in the FY2022 Budget

D. Consideration to approve **Resolution No. 2022-480**, a Resolution Requesting Approval of the FY2022 Final Budget

E. Consideration to Approve Resolution No. 2022- 481 Assignment of Designee to Sign Agreement with the NM Department of Environment Accepting the Reauthorized Capital Outlay for Use to Plan, Design, Construct, Equip and Install the Kachina Water Booster Station for the Kachina Water Tank and Water Distribution Lines

F. Consideration to Approve Contract No. 2022-06 between the Village of Taos Ski Valley and the Taos Ski Valley Chamber of Commerce for Fiscal Year 2022

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

H. Introduction: Ordinance No. 2022-71 Adopting Regulations for the Use, Sale, Production, Manufacturing, and Cultivation of Marijuana

12. MISCELLANEOUS

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

14. ADJOURNMENT

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



Village of Taos Ski Valley
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**VILLAGE COUNCIL REGULAR MEETING
MINUTES
VIA ZOOM TELE CONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, JULY 27, 2021 2:00 P.M.**

1. CALL TO ORDER & NOTICE OF MEETING

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

2. ROLL CALL

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

Governing body present:

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

Staff present:

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

3. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as presented

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

4. APPROVAL OF THE MINUTES OF THE JUNE 22, 2021 VILLAGE COUNCIL REGULAR MEETING, the JULY 12, 2021 VILLAGE COUNCIL SPECIAL MEETING, and the JULY 20, 2021 SPECIAL MEETING

MOTION: To approve the minutes as presented

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

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

No one spoke at the Citizens' Forum.

6. COMMITTEE REPORTS

A. Planning and Zoning Commission –Commission Chair Wittman reported that the Commission had not met. The next meeting is scheduled for September 13, 2021.

B. Public Safety Committee – Chairman Neal King reported on Public Safety Committee and Firewise Board activity, such as a firewise checklist for properties and a firewise plan for the community. He reported that the parking situation had improved at Hiker Parking with TSVI's involvement.

No meetings will take place in August and the next meetings are to be announced.

C. Firewise Community Board of Directors -see above

D. Parks & Recreation Committee – Chair Katherine Kett said that no meeting had taken place but noted that a site visit for the Hiker Parking bathrooms had taken place, that volleyball games are held regularly on Thursdays, the JR Trail vegetation is healthy with the aspens growing back from the beaver encounters in the last few years. She said that the signage at the Village entrance was beneficial for visitors.

E. Lodger's Tax Advisory Board –Co-Chair Stagg reported that the Board met on July 13, 2021 to review the lodgers tax budget and the Chamber budget. The Taos Air request for funding has been currently budgeted for \$125,000 and if additional lodgers' tax above \$450,000 is collected, then 50% will go to Taos Air up to a maximum of \$200,000 total. He said that the Board is cognizant of being fiscally responsible by not budgeting over expected revenues. The next meeting has not been scheduled.

F. Capital Infrastructure Advisory Committee – Director Nicholson reported that the CIAC had not met since the July 12, 2021 Council workshop on impact fees. Councilor King provided the water data that he referenced at that meeting which has been shared with Willdan, the consultants on the impact fee study. Work will continue on the study. No subsequent meeting has been scheduled.

7. REGIONAL REPORTS

There were no reports.

8. MAYOR'S REPORT

Mayor Brownell said that there were no meetings to report on. Bears seem to be prevalent in the Village so the community should be aware. In that regard, he asked that the door on the trash compactor be checked as it seemed to be difficult to close.

9. STAFF REPORTS

Staff reports were included in the Council packet and were posted to the Village web site.

Administrator Avila touched on ongoing items in the Village, namely electric line undergrounding, the new Village entry road in Bison parking lot, the ICIP list, the CIP list and development impact fees, and the TIDD project list progress as well as movement towards TIDD infrastructure dedication.

Director Nicholson said that much work had been done on formulating the cannabis ordinance. At the next Council meeting, the development impact fee study should be ready, as well as approval to initiate an updated avalanche study.

Chief Trujillo commended the Chamber and TSVI for their good work in handling the July 4th crowds.

10. OLD BUSINESS

A. PUBLIC HEARING: Consideration to Approve Ordinance No. 2022-10 Amending Village Ordinance No. 2020-10, to Update the Building and Construction Codes to Include the 2018 New Mexico Energy Conservation Codes

Building Official Bowden said that the Federal Department of Energy's Office of Energy Efficiency and Renewable Energy issued a determination that the 2018 IECC saves 1.97 percent annual energy cost along with 1.91 percent in annual source energy and 1.68 percent savings in site energy. The key impacts for this current update range from a life cycle cost saving of \$398 in climate zone 1 to \$1,071 in climate zone 8. The Village of Taos Ski Valley is in climate zone 7. Life cycle cost savings compared to the 2009 regulations for homes in the Village can be assumed to be at minimum a few thousand dollars, and easily pay back related construction costs.

This ordinance was first read at the June Council meeting and as such is up for consideration to adopt.

PUBLIC HEARING: No one spoke either for or against adoption of the ordinance.

MOTION: To Approve Ordinance No. 2022-10 Amending Village Ordinance No. 2020-10, to Update the Building and Construction Codes to Include the 2018 New Mexico Energy Conservation Codes

Motion: Councilor Wittman

Second: Councilor Stagg

Passed: 4-0

11. NEW BUSINESS

A. Consideration to Approve **Resolution No. 2022-472** Requesting a Permanent Budget Adjustment to the FY2021 Budget (BAR) to increase the Municipal GRT and Hold Harmless GRT revenue collections and corresponding transfers out of the General Fund, and to Increase Transfers in to Pledged Funds to the USDA (63), to the Roads Fund (05), and to the Water Reserves Fund (41) for General Support

Staff recommends approval of **Resolution No. 2022-472** to amend the budget for FY2021, to increase the Municipal GRT and Hold Harmless GRT revenues in the General Fund (03) and increase the transfers out of the General fund to the USDA Fund (63) for debt service, the roads fund (05,) and Water Reserves fund (41) for general support.

MOTION: To Approve Resolution No. 2022-472 Requesting a Permanent Budget Adjustment to the FY2021 Budget (BAR) to increase the Municipal GRT and Hold Harmless GRT revenue collections and corresponding transfers out of the General Fund, and to Increase Transfers in to Pledged Funds to the USDA (63), to the Roads Fund (05), and to the Water Reserves Fund (41) for General Support

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

B. Consideration to Approve **Resolution No. 2022-478**, Approving the 4th Quarter FY 2021 Financial Report for the Year ending June 30, 2021

As per State Statute, the Village is required to submit the final fiscal year 2021 4th quarter report along with the corresponding profit and loss statement no later than July 31, 2021, to the Department of Finance and Administration Local Government Division. This report is a recap of the financial events of fiscal year 2021 beginning July 1, 2020, and ending June 30, 2021, and verifies the ending fund balances for all Village funds. The summary 4th Quarter report was presented along with the Profit and Loss report for FY2021. The accurate ending fund balances are an integral part of the next fiscal year 2022 budget.

MOTION: To Approve Resolution No. 2022-478, Approving the 4th Quarter FY 2021 Financial Report for the Year ending June 30, 2021

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

C. Consideration to Approve **Resolution No. 2022-479** Requesting Acceptance of the Federal Rescue Fund/American Rescue Plan Act Grant Funding and Creating the Fund No. 66/26000 in the FY2022 Budget

The Village will be submitting the fiscal year 2021-22 budget by July 31, 2021. The Village was awarded funding from the State of New Mexico via the Federal Rescue Fund/American Rescue Plan Act totaling \$12,609. The Department of Finance and Administration (DFA) is requiring that the new fund code 26000 be utilized, requiring the Village to create a new fund within its accounting structure. A budget adjustment is not required, however new funds are required to be approved by the Village Council. The funding will be utilized for capital expenditures.

MOTION: To Approve Resolution No. 2022-479 Requesting Acceptance of the Federal Rescue Fund/American Rescue Plan Act Grant Funding and Creating the Fund No. 66/26000 in the FY2022 Budget

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

D. Consideration to approve **Resolution No. 2022-480**, a Resolution Requesting Approval of the FY2022 Final Budget

As per State Statute and the Department of Finance and Administration (DFA), the Village Council must review and approve the final fiscal year budget for FY2021-2022 prior to submission. The original budget was presented to the Council at a budget workshop held on April 27, 2021. There were no rate increases for water, sewer, or trash. Since Council's review of the budget, all actuals have been entered into the Council working budget spreadsheet as of June 30, 2021, and 4th Quarter FY2021 fund balances are final. The DFA has a policy not to allow any changes to the revenue and expense categories without its approval. Only cash balances can be entered at this time unless the Village has a reason to request that the Local Government Division open fund/object codes within the budget. The following are the changes that will be made to the final FY2022 budget:

Summary List of Budget Changes VTSV for final FY2021 submission

FUND	OBJECT CODE	AMOUNT
General Fund (03/11000)	8322(58040) Capital Improvements	(\$200,000)
General Fund (03/11000)	6220(55030) Outside Contractors	(\$100,000)
General KCEC UG (44/11000)	6220 (55030) Outside Contractors	(\$200,000)
TOTAL Decrease:		(\$500,000)

Decreases were made to the General Fund outside contractor and capital improvement expenses to reduce the expense to revenue ratio and increase the General Fund ending balance for FY2022.

FUND	OBJECT CODE	AMOUNT
LEPF (14/21100)	6434/57050 Training	\$ 1,212.00

LEPF (14/21100)	8322//58080 Capital	\$13,000.00
LEPF (14/21100)	6322/56040 Small Equip	\$14,706.00
LEPF (14/21100)	6313/56090 Safety Supplies	\$10,500.00
Total Expenses:		\$39,418.00

Changes were made to the LEPF budget because the carry forward amount at the end of the fiscal year decreased. Because there was a decrease in the ending balance on June 30, 2021, expenses were reallocated so that the ending balance was not a negative number. LEPF is required to have a zero balance at the end of every fiscal year.

<u>FUND</u>	<u>OBJECT CODE</u>	<u>AMOUNT</u>
Lodgers Tax (15/21400)	6220/57060 Grant Distribution	(202,459.00)

Decrease in Grant recipients' disbursements. Changes were made to the Chamber Contract, and a decrease of support for Taos Air from \$250,000 to \$125,000 was recommended and approved by the Lodger's Tax Committee.

<u>FUND</u>	<u>OBJECT CODE</u>	<u>AMOUNT</u>
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FRF/ARPA (66/26000)	4037/47700 Grant Funds Revenue	\$ 6,304.50
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FRF/ARPA (66/26000)	8322/58080 Capital Expense	\$ 6,304.50
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The Federal Relief Fund (ARPA) grant was added to FY2022 budget after the official award notice was made to the Village. The total award was \$12,609.00; however the Village will only receive ½ the funding in FY2022 so it is budgeted accordingly.

All other items originally presented to Council at the April 27, 2021 workshop remain the same.

MOTION: To Approve Resolution No. 2022-480, a Resolution Requesting Approval of the FY2022 Final Budget
Motion: Councilor Wittman Second: Councilor King Passed: 4-0

E. Consideration to Approve Resolution No. 2022- 481 Assignment of Designee to Sign Agreement with the NM Department of Environment Accepting the Reauthorized Capital Outlay for Use to Plan, Design, Construct, Equip and Install the Kachina Water Booster Station for the Kachina Water Tank and Water Distribution Lines
The Village of Taos Ski Valley applied and received Capital Outlay funding for planning development of the Gunsite Springs, however funding was in danger of being lost. The immediate and critical need to fund the Kachina Booster station was partially resolved by reauthorization of funds.

The funding agreement for \$315,000 requires Council authorization for the Mayor to sign and also to name the designated individual, the Village Administrator, to sign the agreement documentation.

In addition to needing the upgraded booster station pump to get water to the Kachina tank, distribution lines from the tank need to be planned and installed.

MOTION: To Approve Resolution No. 2022-481 Assignment of Designee to Sign Agreement with the NM Department of Environment Accepting the Reauthorized Capital Outlay for Use to Plan, Design, Construct, Equip and Install the Kachina Water Booster Station for the Kachina Water Tank and Water Distribution Lines
Motion: Councilor Wittman Second: Councilor King Passed: 4-0

F. Consideration to Approve Contract No. 2022-06 between the Village of Taos Ski Valley and the Taos Ski Valley Chamber of Commerce for Fiscal Year 2022

The Village of Taos Ski Valley Chamber of Commerce has been supported by the Village lodger's tax collections for many years. The Village works with the Chamber, providing monthly payments to support the work of the Chamber. The Chamber in turn supports the community by advertising the businesses which are located within the Village boundaries. The Chamber contract for FY 2022 includes \$271,041.00 in monthly grant disbursements, divided into monthly payments as requested by the Chamber Director. Additionally, it includes funding for special projects of \$29,000.

MOTION: To Approve Contract No. 2022-06 between the Village of Taos Ski Valley and the Taos Ski Valley Chamber of Commerce for Fiscal Year 2022

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

Thanks were extended to the Chamber for their assistance during the Covid emergency procedures and also for help with summer traffic.

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

The Village has many contracts with outside contractors for ongoing and on-call projects and services. As stated below these are the FY2022 contracts which will be renewed along with the services they provide and a contract amount or not to exceed amount (NTE):

Above \$20,000

Precision Electric	7/1-6/30/2022 On-Call Electric	(NTE) \$59,000
Ray's Septic	7/1-6/30/2022 Tank Pump @ TML	(NTE) \$59,000
Plummer Engineering	7/1-6/30/2022 On-Call Gen. Service	(NTE) \$50,000
Plummer Engineering	7/1-6/30/2022 On-Call Water Service	(NTE) \$50,000
SW Accounting	7/1-6/30/2022 FY21 Audit	(NTE) \$30,000
Red Tail Survey	7/1-6/30/2022 On-call surveyor	(NTE) \$25,000

Less Than \$20,000:

Olsen, Lisa	7/1-6/30/2022 Bookkeeping	(NTE) \$19,900
Burt & Company CPA's	7/1-6/30/2022 Accounting	(NTE) \$ 15,000
Jenkins, Mika	7/1-6/30/2022 Office cleaning	(NTE) \$ 5,000
Good Riddance	7/1-6/30/2022 Pest Control	(NTE) \$ 3,000
Burt & Company CPA's	7/1-6/30/2022 Audit-Lodgers Tax	(NTE) \$ 2,000
Anchor Built	7/1-6/30/2022 Underground	Per Task Order

MOTION: To Approve the Renewal of Village Annual Outside Contractor Contracts

Motion: Councilor Wittman

Second: Councilor King

Passed: 4-0

H. Introduction: Ordinance No. 2022-71 Adopting Regulations for the Use, Sale, Production, Manufacturing, and Cultivation of Marijuana

Attorney Baker presented the proposed ordinance which creates regulations regarding the use, sale, production, manufacturing, and cultivation of marijuana. According to the New Mexico Cannabis Regulation Act ("the Act"), the Village has the authority to regulate the "time, place and manner" of marijuana uses within the Village's jurisdictional limits. The Act does not specify limitations on the Village's authority, except that the Village cannot require a marijuana establishment to be located more than three hundred (300) feet from a school, and that marijuana establishments cannot be prohibited.

The State has authorized local governments to require business licenses for a marijuana establishment and to enact zoning regulations to ensure that these establishments are compatible with the surrounding neighborhood. The State prohibits a local government from enacting a moratorium on marijuana establishments, even if zoning and other regulations are not in place. The sale of marijuana cannot take place in an establishment where alcohol is sold. Consideration to approve this ordinance will take place at the August Council meeting after a public hearing is held.

13. MISCELLANEOUS

A. Homeowner Mike Fitzpatrick asked about the total amount of funds that have been expended on the upgraded wastewater treatment plant. He also said that he wants to create a Dropbox of files from the Village. Councilor King will discuss options with Mr. Fitzpatrick.

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

The next meeting of the Village Council will be the Regular Meeting scheduled for August 24, 2021 at 2:00 p.m. via Zoom. .

15. ADJOURNMENT

MOTION: To Adjourn

Motion: Councilor Wittman

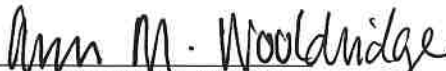
Second: Councilor King

Passed: 4-0

The meeting adjourned at 3:45p.m.


Christof Brownell, Mayor

ATTEST:


Ann M. Wooldridge, Village Clerk

John Avila
Village Administrator
Village of Taos Ski Valley Council
Monthly Briefing
July 27, 2021



*** Ongoing & Past Projects ***

COVID -19 - Pandemic Emergency:

Village Offices will be OPEN for visitors and operations 9AM -4PM M-F under mask restrictions for the period 7/12/21 – 9/6/21

Staff can still request Work at Home with a work accountability plan and ease into full schedule.

In Taos County:

There were two deaths in Taos County reported last week. The first reported deaths since the end of May. The 7-day average daily case count is 2.7 cases per day. Down from 5.0 last week. • Cases per day hit a recent peak of 6.0 on July 14

Taos County rates seem to grow with Holiday visitor numbers

We continue to see significant case growth across the country.

Despite this, New Mexico continues to have a lower case rate and lower case growth than most other states. However, cases are increasing along with hospitalizations and deaths in New Mexico. The good news is that after a surge of cases mid-month, the case count in Taos County is settling down again.

With the recent surge continuing we need to keep a close eye on the situation.

Vaccination Stats • Vaccination Rate (aged 18+) • Taos = 74% fully vaccinated, 82% partially vaccinated • NM = 64% fully vaccinated, 72% partially vaccinated • 36% of New Mexicans 12-17 fully vaccinated, 45 partially vaccinate

Nationally, the case count has increased by 46% week on the week . • 44 states experienced an increase in cases week on the week. • The national case rate was 72 cases per 100k population last week, up from 49 the prior week. • The case rate in New Mexico increased by 14% to 45 cases per 100k population. Below the national average . • The southeast of the country is experiencing the highest case rates.

Taos County's case rate fell last week after a surge in mid-July. • The southwestern counties and northeastern counties have low case rates. With the exception of Hidalgo and San Miguel counties. • Northwestern counties and southeastern counties have slightly higher rates

Facility Undergrounding

A notice was sent to the Amizette residents explaining the process to connect once the facilities are near the property and an update to underground electric progress in the Village. Last month the Kit Carson Electric Cooperative completed a portion of the undergrounding planned in Amizette, along with some permit clearance of the US Forest land on Emma road. There are also a few locations along the road

where some extension can be arranged with the Village once the property owner has made application with KCEC. Although residents are free to use Village contractors, they should be engaged independently by the private owners to finish the connection to their homes. Establishing the route and best electric facilities needs to be determined by KCEC.

The work to obtain permission to underground in some locations due to US Forest Service property continues for the south side of NM 150. KCEC has again submitted application with NMDOT for access on the south side of the highway. The expect to report the progress with NMDOT this month.

Once the underground service is available near a property, the five steps to connecting underground are:
The Owner to engage a contract electrician for work on their property,
Then together contact Kit Carson Electrical Cooperative with the meter number and request an *upgrade to an underground service*, **KCEC** and the electrician will contact the Village for underground permitting and start credit request for public Right Of Way work,
Proceed with underground work and connect to the underground service,
Make the credit application for the portion of work done in the public ROW. If the property is undeveloped, the request is for a new service.

While KCEC obtains permit for the Village to start the KCEC underground project on the south side of NM150, the Village has an opportunity to pursue a lesser priority project for KCEC UG is the joint trench installation of underground electricity with gas line expansion from Coyote – Phoenix. Initial coordination of the VTSV, KCEC and NM Gas has allowed us to plan for a joint trench installation for both electricity and gas lines on Coyote, Chipmunk and 500 ft. of Phoenix. This project will allow for several sections of overhead electrical line to be installed to underground as well as bring the NM gas facilities near properties along the route.

Additional underground installation is being accomplished with the TIDD projects in the parking lot neat Thunderbird Road and Firehouse Lane.

WWTP

Reporting to the project agency is still required along with detailed preparation of final completion. The continued corrections to the plant are under warranty. The design engineer most review and comment on outstanding issues with Ovivo for plant final completion this week.

As of last reporting, ongoing work for the Waste Water Treatment Plant includes continued optimized efficiency of the Ovivo System along with ongoing training. Ovivo engineers and technicians are in contact to address system operations issues including monitoring programs, improving the ultra violet treatment and plumbing corrections. A letter addressing issues was delivered by the Engineer to Ovivo

The upgraded Waste Water Treatment Plant was needed for system expansion, protecting the water conditions of the area. This is required for the increased demands on the system. In order to increase capacity needed within limited space and funding, a mechanical system was selected by Village for the Waste Water System upgrade. This system is more productive but requires more technical care.

Plan of Finance

Following the fiscal mid-year Budget Review in January, we had consulted the Village Financial Advisor, Stiffel for input to create a Plan of Finance model. We had narrowed the scope of specification for an estimate of work and have had contributing review by TSVI for an assignment to Stifel of the POF Model. At the project meeting with Stiffel on July 15, TSVI was able to review some of the information to date and share some insights. As the POF develops further TSVI has offered to share information including estimates of water use expected in the future. And Stiffel will share more reports as they develop, so that a more complete model is created.

The model should allow for different assumptions to be input for testing by allowing changes in financial information and project plans. In order to plan our financing of needed projects we need to be confident in resources for the public facilities and infrastructure to provide the expected level of service. Some questions are still unanswered regarding possible sources of funds and unexamined costs. For example; with development of public facilities the cost for the same level of service increases.

Just for the Public Works Department, considering one factor uncovers service costs. Maintaining snow free roads and walkways after development has an associated cost; like the rising cost for purchasing snow storage as property costs increase and availability decreases. Take the cost of snow melt equipment; both purchase and operation are additional costs that were not planned for as facilities developed. The drainage facilities required further development as the natural terrain is altered and increased flows are concentrated differently.

In order to get the best picture the POF should take into account all variables but in order to get the report soon determining all possible sources of funds is important to assumptions for facility investment.

Kachina Water Booster Station

Ensuring that the water delivery is optimum, Public Works has reviewed the onsite status of operating systems for the Kachin Tank including water delivery. The project will be accepted as final with the NM Environmental Department. The temporary pump station upgrades allow for remote automatic operation between the pumps and tank equipment. The temporary pump station is operational and can receive remote commands through the fiber installation. The temporary pump station has an expected life of less than two year and a permanent Kachina Water Booster Station is required for use of the Kachina Water Tank.

The Village requests for Community Project Funding from our Federal representatives in outlay legislation was not considered a priority and did not make the list

The Village request for reauthorization was contained in HB 296 of the NM 2021 Legislature so that unused Gunsite planning award is requested to be moved to the construction of the Kachina Water Booster station construction. Along with additional outlay is from the state legislature for the Kachina Water Booster Station construction and another for the water distribution lines in Kachina.

The result was an award of \$385,000 to be engaged after the grant agreement with the Village a portion of the funding is an action item on the agenda. The rest of the Capital Outlay funding is to follow the bonds sales and agreements to follow. We had some success in obtaining legislative capital funding for planning and design last year for \$150,000 and combined the Request for Proposals is prepared for posting.

Village Complex –

Application for a grant for an Administration Office has had consideration and approval by the Office of the State Fire Marshal. The state office agrees that the advantages of having an Office for Fire/EMS Administration located on site are value for the firefighting effort. The Village is required to man the Administration office with at least two part time paid staff to be certified as a Fire Investigator and a Fire Inspector.

Beyond increasing the certified staff available to respond to fires and emergency calls, the administration staff is able to inspect building for compliance and investigate fire emergencies. Housing the Fire Administrative Office on site allows the Main Fire Station to have overnight bunking for staff near the equipment.

The percentage of time required to conduct the Inspection and Investigation duties is only a portion of the hours that the staff will be available for emergency response.

Additionally with the establishment of a Fire/EMS Administrative Office there is opportunity for increased Fire Grant funding estimated at over \$80,000 FY22. The added grant funding will allow Fire Department training as well as equipment, supplies and facilities. The Office is now fully functional.

There is increased interest among employees for housing at the Village Complex but the use of the units as office space and EMS housing has reduced the expected cost per unit of sewage pumping and utility use. The option to purchase a septic pumping truck to reduce maintenance cost needs to be evaluated. The office assignment of the Police Department is a workable start to further developing Village Offices at the "Taos Mountain Lodge" location. A double driveway is needed to improve traffic flow and parking at the site. The Building Inspector and Police Offices are currently housed in Village units.

TIDD – Construction is completed and landscaping along the project for Thunderbird/Ernie Blake Roads projects is ongoing. One driveway correction to plan has been completed, however now evaluation of driveways not approved in the plan need to be brought for review.

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

Entry Road development by Taos Ski Valley Inc. has been presented to the Village at the Council Work Shop 4/13 and questions and comments are provided to TSVI for their application to US Forest Service permit. The Village gave support to the US Forest Service Master Development Plan submission y Resolution. The project still requires regular review by the Village as it is planned for TIDD funding.

Clarification that TIDD projects should not be part of the ICIP or CIP consideration needs to be reinforced. **The Tax Increment Development District** is the mechanism that certain economic development investments by the designated developer (TSVI) are to be funded by tax revenues from the Village, County and the State. The tax is charged in most areas of the Village.

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

The **Infrastructure Capital Improvement Plan** is the list of projects that all public entities in New Mexico are required to submit to the State system in order to be considered eligible for funding managed by the State. Projects that are on the CIP may also be listed on the ICIP so that if a grant is obtained the overall cost of projects and the cost to the Developers is reduced.

Items

- American Rescue Plan Act funding is distributed by the formulation similar to the CDBG for the Village and other small municipalities with under 50,000 residents and the amount was predicted to be from \$15,000 to \$20,000. The Village was awarded and is required to manage an ARPA award of \$20,000 to be allocated in two payments. KCEC requested that the Village contribute to the costs of TSV customers in arrears of about \$3,000. But with the difficulty for tracking and handling the grant award it will be simpler to assign costs, such as upgrades to the temporary water booster station to ARPA.
- From the public meeting commentary there seems to be a lot of confusion or disagreement about what is the correct amount of offsetting support that increased property growth should contribute to the development of Service Facilities in the Village. The CIP should contain projects for critical facilities to handle the demand that all developers should pay for their fair share in Impact/Development fees. Staff is reevaluating the projects for accuracy of costs and matrix of criticality/impact of facilities that will allow a more focused plan for CIAC to consider.
- The ICIP until recently was reviewed and drafted as a team effort with input from resident survey. This draft was then presented by the Administration to the Council for direction and the final list was approved by Council for inclusion into the NM ICIP system in preparation for grant funding. Staff has been charged with updating the ICIP list in order to have Council approve the projects so that the State on line system can be updated by the Planning and Development Director. The deadline for the NM ICIP system update is Friday 9/17/21.
- Connection Fee correction is needed update Village ordinance. The New Mexico Development Fees Act does not allow connection fees to be combined with system development fees. In brief review; Resolution 04-88 (R04-88) was initiated to move from a share structure, used by the Water District, to a connection fee that allowed new VTSV water/sewer utility customers to pay their fair share of the assets and the direct costs to connect to the utility. A connection fee should cover the physical cost to connect and the fair share of the utility assets that has been shouldered by existing customers to date.

R 07-128 was an attempt to utilize the state statute to charge the appropriate development fee for future expansion to projects that create the expanded demand on the system rather than just charging the cost to connect. The fees for System Development are not the Connection fees charged to recover the physical cost to connect as well as the system cost. The Village is required correct Village ordinance or collect the connection fees described in R 04-88 & R07-128.



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KCEC_TSV_OH

OH Power

OH Transformer

KCEC_TSV_URD

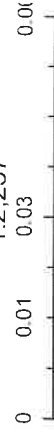
Device

Underground

PZ Building Footprint

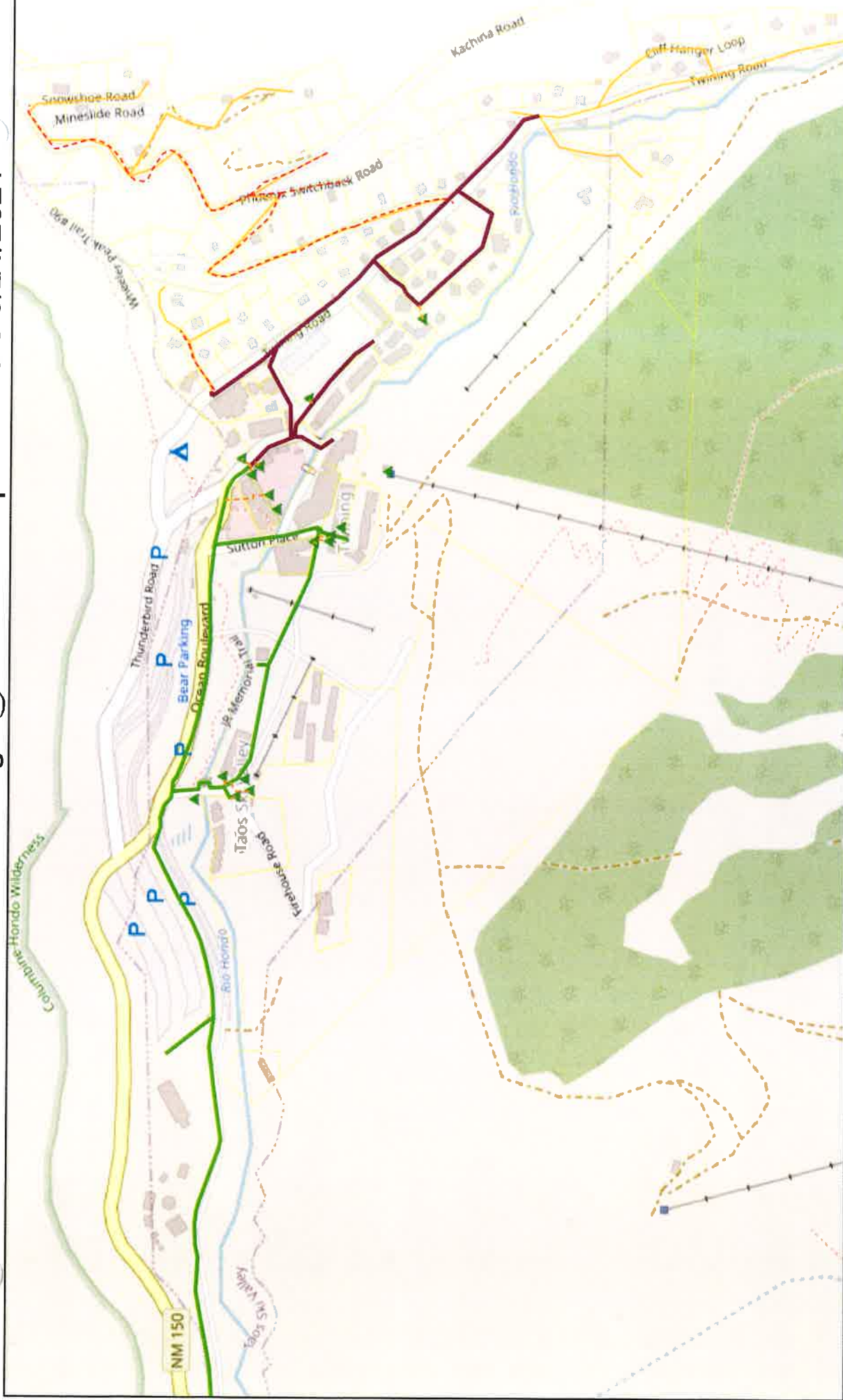
PZ_VTSV_Parcel

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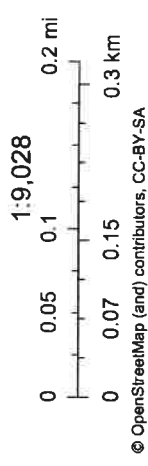
Bureau of Land Management, Esri, HERE, Garmin, INCREMENTAL, EPA, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and community

VTSV-KCEC Future Underground d/NG Conceptual Route 5/24/2021



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- PW_Future_Underground_08252020
- PZ_NG_Lateral
- ▲ PZ_NG_Customer
- PW_NG_Distribution
- PZ_NG_Conceptual_Buildout
- OPR
- PRO





Council Notes for July 27 ,2021 Meeting:

Revenues:

GRT : This month last year: \$68,160. This month this Year: \$68,717 (July GRT)

Last Year YTD: \$68,160 This Year YTD: \$68,717

The TIDD received \$40,039. in July for May collections.

Lodgers Tax:

This month last year: \$472. This Month this year: \$7,219 (June)

YTD Last year: \$ 493,217 YTD This year YTD: \$370,680

REVENUES:

- We collected \$550 more in GRT in July 2021 than last July 2020.
- We received \$10,871 n hold harmless GRT revenue in June which will be transferred to the USDA fund for monthly loan payments on WWTP
- Combined Water and sewer sales continue down 19% at fiscal yearend.
- Lodger's tax collections are down 25% at fiscal year end
- Motor Vehicle fees are up 12%
- Solid waste collections are down 8%
- Village received \$5,661 in property tax collections in July 2021.

- EXPENSES:

- Internet expenses up because we now have KCEC in place in all village office locations

All other changes in expenses were discussed throughout the 2021 fiscal year.

Net income at the end of June \$495,293.

At the end of FY21: Water fund \$4,298 balance

 Sewer Fund \$16,653 balance

VILLAGE OF TAOS SKI VALLEY

GROSS RECEIPTS & LODGER'S TAX COLLECTION SUMMARY

Gross Receipts Tax
CURRENT RATE = 9.25%

GROSS RECEIPTS

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2011	\$31,002.86	\$62,982.96	\$26,127.83	\$33,610.96	\$60,913.74	\$74,949.02	\$42,282.39	\$171,246.82	\$139,053.09	\$142,336.03	\$154,287.41	\$27,928.23
YTD	\$31,002.86	\$93,985.82	\$120,113.65	\$153,724.61	\$214,638.35	\$289,587.37	\$331,869.76	\$503,116.58	\$642,169.67	\$784,505.70	\$938,793.11	\$966,721.34
FY 2012	\$64,073.01	\$26,203.38	\$23,181.89	\$42,430.30	\$60,186.45	\$32,954.89	\$47,797.29	\$207,267.40	\$162,805.78	\$182,358.83	\$200,924.87	\$42,673.54
YTD	\$64,073.01	\$90,276.39	\$113,458.28	\$155,888.58	\$216,075.03	\$249,029.92	\$296,827.21	\$504,094.61	\$666,900.39	\$849,259.22	\$1,050,184.09	\$1,092,857.63
FY 2013	\$36,835.14	\$20,863.12	\$45,705.38	\$27,699.69	\$66,674.98	\$48,677.59	\$50,727.81	\$178,549.60	\$163,125.28	\$166,032.40	\$203,817.88	\$21,818.85
YTD	\$36,835.14	\$57,698.26	\$103,403.64	\$131,103.33	\$197,778.31	\$246,455.90	\$297,183.71	\$475,733.31	\$638,858.59	\$804,890.99	\$1,008,708.87	\$1,030,527.72
FY 2014	\$32,785.51	\$20,399.76	\$33,382.63	\$32,521.83	\$42,153.17	\$47,625.85	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,868.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,568.97	\$658,464.77	\$858,587.84	\$1,067,531.84	\$1,299,098.68	\$1,369,944.64
FY 2016	\$37,891.82	\$20,239.04	\$97,742.38	\$25,839.07	\$197,397.64	\$95,985.99	\$224,614.99	\$103,161.00	\$166,682.00	\$180,838.00	\$201,624.53	\$38,366.93
YTD	\$37,891.82	\$58,130.86	\$155,873.24	\$181,712.31	\$379,109.95	\$475,095.94	\$699,710.93	\$802,871.93	\$969,553.93	\$1,150,391.93	\$1,352,016.46	\$1,390,383.39
FY 2017	\$119,909.94	\$55,423.48	\$87,873.13	\$142,357.47	\$41,995.22	\$148,618.10	\$142,636.32	\$187,613.18	\$204,129.97	\$165,451.68	\$208,890.93	\$76,774.96
YTD	\$119,909.94	\$175,333.42	\$263,206.55	\$405,564.02	\$447,559.24	\$596,177.34	\$738,813.66	\$926,426.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,884.17	\$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	\$29,884.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,558,719.66
FY2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,062.46
FY2020	\$73,181.77		\$83,775.61		\$88,409.53	\$146,106.99	\$125,934.38	\$319,335.98	\$239,931.17	\$274,561.13	\$264,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,652,811.41
FY2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06	\$122,193.28	\$251,925.28	\$236,440.15	\$214,210.24	\$289,075.34	\$55,873.27
YTD	\$68,159.90	\$142,393.78	\$188,880.72	\$270,929.98	\$360,870.36	\$510,135.42	\$632,328.70	\$884,253.98	\$1,120,694.13	\$1,334,904.37	\$1,623,979.71	\$1,679,852.98
FY2022	\$68,717.19											
YTD	\$68,717.19	\$68,717.19	\$68,717.19	\$68,717.19	\$68,717.19	\$68,717.19	\$68,717.19	\$68,717.19	\$68,717.19	\$68,717.19	\$68,717.19	\$68,717.19

Current month GRT collections reflects money generated 2 months prior.

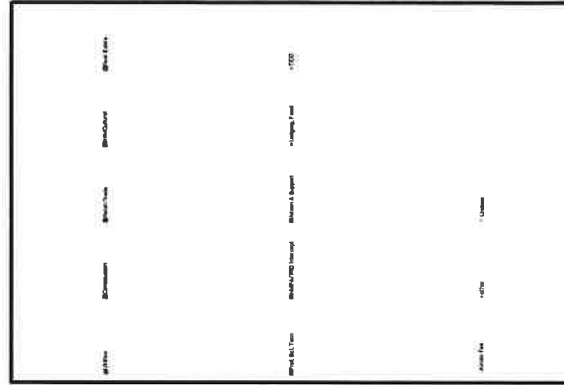
* NOTE: Feb 2007-Sept. 2012: Includes NMFA loan pay deduction- Note starts again Aug 2016

LODGERS' TAX

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

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2011	\$3,799.08	\$5,779.40	\$4,203.94	\$4,540.58	\$826.80	\$4,048.19	\$48,139.08	\$38,771.02	\$56,737.62	\$53,736.46	\$1,376.99	\$1,907.76
YTD	\$3,799.08	\$9,578.48	\$13,782.42	\$18,323.00	\$19,149.80	\$23,197.99	\$71,337.07	\$110,108.09	\$166,845.71	\$220,582.17	\$221,959.16	\$223,866.92
FY 2012	\$5,123.77	\$5,559.34	\$7,292.78	\$3,573.23	\$2,125.17	\$25,832.86	\$57,242.46	\$54,829.42	\$66,115.91	\$72,972.48	\$6,978.68	\$4,665.17
YTD	\$5,123.77	\$10,683.11	\$17,975.89	\$21,549.12	\$23,674.29	\$49,507.15	\$106,749.61	\$161,579.03	\$227,694.94	\$300,667.42	\$307,646.10	\$312,311.27
FY 2013	\$3,611.20	\$6,647.21	\$6,362.49	\$6,914.30	\$3,587.06	\$4,412.71	\$41,548.72	\$58,051.35	\$69,819.08	\$65,779.34	\$2,387.53	\$1,223.37
YTD	\$3,611.20	\$10,258.41	\$16,620.90	\$23,535.20	\$27,122.26	\$31,534.97	\$73,083.69	\$131,135.04	\$200,954.12	\$266,733.46	\$269,120.99	\$270,344.36
FY 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,668.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88	\$8,960.06	\$6,207.19	\$6,521.15	\$71,990.70	\$56,655.53	\$68,454.45	\$74,080.27	\$1,667.88	\$3,332.25
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,338.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY2019	\$8,692.23	\$17,791.85	\$15,936.00	\$15,977.48	\$11,905.77	\$18,255.86	\$89,403.18	\$100,794.38	\$105,205.05	\$122,892.45	\$12,426.36	\$5,097.57
YTD	\$8,692.23	\$26,484.08	\$42,420.08	\$58,397.56	\$70,303.33	\$88,559.19	\$177,962.37	\$278,756.75	\$383,961.80	\$506,854.25	\$519,280.61	\$524,378.18
FY2020	\$9,107.40	\$23,176.76	\$18,926.00	\$18,538.79	\$15,121.36	\$16,682.78	\$100,415.47	\$111,589.79	\$111,413.82	\$68,226.73	\$472.24	-\$453.54
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09	\$201,968.56	\$313,558.35	\$424,972.17	\$493,198.90	\$493,671.14	\$493,217.60
FY2021	\$8,171.37	\$15,170.58	\$12,836.91	\$17,194.52	\$14,423.38	\$6,231.96	\$55,290.11	\$42,558.56	\$84,760.20	\$96,555.93	\$10,267.66	\$7,219.30
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76	\$74,028.72	\$129,318.83	\$171,877.39	\$256,637.59	\$353,193.52	\$363,461.18	\$370,680.48
FY2022												
YTD												

Category	Revenue
Construction	67,550.65
Retail Trade	11,704.43
Info/Cultural	1,313.64
Real Estate	8403.60
Prof, Sci, Tech	1,393.55
NMFA/TRD Intercept	-8360.12
Admin & Support	1,662.93
Lodging, Food	5,285.92
TIDD	-22,595.00
other	253.17
Unclass	8,901.20
Utilities	5,322.22
Admin Fee	-1,585.08



VILLAGE OF TWIN LAKES SKI VALLEY

Profit & Loss Year Comparison

July 2020 through June 2021

	Jul '20 - Jun 21	Jul '19 - Jun 20	\$ Change	% Change
Ordinary Income/Expense				
Income				
4012 · REVENUE -Water Sales	156,364.95	190,471.49	-34,106.54	-17.91%
4013 · Revenue - Sewer	607,553.11	761,747.52	-154,194.41	-20.24%
4018 · REVENUE- GRT HB 6	1,266.69	633.30	633.39	100.01%
4019 · REVENUE-Hold Harmless GRT	211,456.72	287,168.73	-75,712.01	-26.37%
4020 · REVENUE - GRT MUNICIPAL	855,563.91	695,004.48	160,559.43	23.1%
4021 · REVENUE - GRT- STATE	744,443.79	561,076.41	183,367.38	32.68%
4022 · REVENUE - GRT - ENVIRONMENT	0.00	28,617.82	-28,617.82	-100.0%
4023 · REVENUE - GRT - INFRASTRUCTURE	0.00	114,474.39	-114,474.39	-100.0%
4025 · REVENUE -LIQUOR LICENSES	715.00	250.00	465.00	186.0%
4026 · REVENUE - BUSINESS LICENSE	4,655.00	1,050.00	3,605.00	343.33%
4027 · REVENUE - OTHER	84,424.34	122,287.11	-37,862.77	-30.96%
4028 · REVENUE - GASOLINE TAX	4,952.41	5,443.08	-490.67	-9.02%
4029 · REVENUE - LODGER'S TAX	370,680.48	493,217.60	-122,537.12	-24.84%
4031 · REVENUE - PARKING FINES	730.00	865.00	-135.00	-15.61%
4034 · REVENUE - MOTOR VEHICLE FEES	18,066.78	16,041.85	2,024.93	12.62%
4035 · REVENUE - BUILDING PERMITS	64,302.16	40,008.79	24,293.37	60.72%
4036 · REVENUE -Licenses/Permits Other	550.00	260.00	290.00	111.54%
4037 · REVENUE - GENERAL GRANTS	489,523.75	111,800.00	377,723.75	337.86%
4040 · REVENUE - WATER CONNECTION FEES	36,198.69	26,989.37	9,209.32	34.12%
4041 · REVENUE - SEWER CONNECTION FEES	29,149.13	21,733.09	7,416.04	34.12%
4046 · REVENUE - SOLID WASTE FEE	64,517.44	70,707.24	-6,189.80	-8.75%
4047 · REVENUE - OTHER OPERATING	4,418.57	5,983.09	-1,564.52	-26.15%
4049 · REVENUE - FIRE GRANTS	127,434.00	122,171.00	5,263.00	4.31%
4050 · REVENUE - IMPACT FEES	39,692.62	33,182.15	6,510.47	19.62%
4053 · REVENUE - GRT MUN CAP OUTLAY1/4	0.00	114,474.39	-114,474.39	-100.0%
4056 · REVENUE - LEGISLATIVE APPROPRI.	0.00	1,316,022.16	-1,316,022.16	-100.0%
4058 · Plan Review Fees	27,436.53	15,972.51	11,464.02	71.77%
4060 · WTB FY2016 revenue	0.00	461,437.95	-461,437.95	-100.0%
4062 · USDA Loan Proceeds	0.00	7,392,189.12	-7,392,189.12	-100.0%
4100 · Miscellaneous Revenues				
4101 · Sale of Fixed Assets	0.00	26,591.00	-26,591.00	-100.0%
4110 · Misc Revenue- TIDD reimburse	5,036.88	11,061.38	-6,024.50	-54.46%
Total 4100 · Miscellaneous Revenues	5,036.88	37,652.38	-32,615.50	-86.62%
4190 · Rental Fees	14,550.00	5,303.22	9,246.78	174.36%
4191 · Tenant Deposits	0.00	2,000.00	-2,000.00	-100.0%
7004 · REVENUE - FINANCE CHARGE ON W/S	2,369.24	2,437.18	-67.94	-2.79%
7005 · REVENUE - INTEREST INCOME	9,721.45	88,590.36	-78,868.91	-89.03%
7006 · REVENUE -INVESTMENT INTEREST	6,452.75	8,338.96	-1,886.21	-22.62%
7007 · REVENUE - INTEREST IMPACT FEES	68.11	330.17	-262.06	-79.37%

VILLAGE OF TONGUE POINT SKI VALLEY

Profit & Loss Previous Year Comparison

July 2020 through June 2021

	Jul '20 - Jun 21	Jul '19 - Jun 20	\$ Change	% Change
7010 - REVENUE - AD VALOREM TAX	516,071.49	483,176.29	32,895.20	6.81%
9000 - BEG. BALANCE	0.00	0.00	0.00	0.0%
Total Income	4,498,365.99	13,639,108.20	-9,140,742.21	-67.02%
Gross Profit	4,498,365.99	13,639,108.20	-9,140,742.21	-67.02%
Expense				
4082 - DEBT SERV - 2007 WWTP LOAN PRIN	96,514.11	93,173.13	3,340.98	3.59%
4083 - DEBT SERV. - 2007 WWTP LOAN INT	4,773.02	8,114.00	-3,340.98	-41.18%
6100 - Salary and Benefits				
6112 - SALARIES - STAFF	1,016,566.48	1,079,427.90	-62,861.42	-5.82%
6113 - SALARIES - ELECTED	35,452.89	34,139.82	1,313.07	3.85%
6114 - SALARIES - PART TIME	3,055.00	0.00	3,055.00	100.0%
6115 - Overtime salaries	5,529.25	14,834.88	-9,305.63	-62.73%
6121 - WORKER'S COMP INSURANCE	20,514.44	18,724.00	1,790.44	9.56%
6122 - HEALTH INSURANCE	202,110.28	205,525.62	-3,415.34	-1.66%
6125 - FICA EMPLOYER'S SHARE	84,651.56	84,974.90	-20,323.34	-23.92%
6126 - WORKMAN'S COMP PERSONAL ASSES	331.10	369.80	-38.70	-10.47%
6127 - SUTA STATE UNEMPLOYMENT	1,647.15	1,787.33	-140.18	-7.84%
6128 - PERA Employer Portion	95,105.67	94,019.10	1,086.57	1.16%
6130 - HEALTH INCENTIVE - SKI PASS/GYM	1,457.59	2,151.88	-694.29	-32.26%
6133 - Life Insurance	1,056.09	993.37	62.72	6.31%
6134 - Dental Insurance	12,848.83	13,076.71	-227.88	-1.74%
6135 - Vision Insurance	2,282.28	2,230.58	51.70	2.32%
6136 - FICA -EMPLOYER SHARE MEDICARE	15,120.08	0.00	15,120.08	100.0%
Total 6100 - Salary and Benefits	1,477,728.69	1,552,255.89	-74,527.20	-4.8%
6220 - OUTSIDE CONTRACTORS	997,756.16	7,505,839.21	-6,508,083.05	-86.71%
6225 - ENGINEERING	84,809.03	518,538.21	-433,729.18	-83.65%
6230 - LEGAL SERVICES	109,890.01	166,930.84	-57,040.83	-34.17%
6242 - ACCOUNTING	15,646.94	14,653.18	993.76	6.78%
6244 - AUDIT	33,441.25	26,143.45	7,297.80	27.91%
6251 - WATER PURCHASE, STORAGE	381.98	377.69	4.29	1.14%
6252 - INTERNET	5,382.69	596.65	4,786.04	802.15%
6253 - ELECTRICITY	88,124.15	54,159.03	33,965.12	62.71%
6254 - PROPANE	0.00	1,373.46	-1,373.46	-100.0%
6256 - TELEPHONE	17,061.47	18,624.46	-1,562.99	-8.39%
6257 - RENT PAID	0.00	4,631.70	-4,631.70	-100.0%
6258 - WATER CONSERVATION FEE	375.69	464.46	-88.77	-19.11%
6259 - Natural Gas	17,589.32	9,149.19	8,440.13	92.25%
6270 - LIABILITY & LOSS INSURANCE	89,286.00	65,816.56	23,469.44	35.66%
6310 - Advertising	1,873.07	1,271.07	602.00	47.36%
6312 - CHEMICALS & NON DURABLES	12,961.17	14,718.35	-1,757.18	-11.94%
6313 - MATERIAL & SUPPLIES	99,966.66	81,015.59	18,951.07	23.39%

VILLAGE OF TOSKI VALLEY
Profit & Loss Pre-Year Comparison
July 2020 through June 2021

	Jul '20 - Jun 21	Jul '19 - Jun 20	\$ Change	% Change
6314 · Dues/fees/registration/renewals	7,666.28	6,480.68	1,185.60	18.29%
6315 · BANK CHARGES	2,068.11	2,146.20	-78.09	-3.64%
6316 · Software	22,769.82	15,639.87	7,129.95	45.59%
6317 · Personal Protective Equipment	15,369.20	5,413.90	9,955.30	183.88%
6318 · Postage	2,167.90	2,088.40	79.50	3.81%
6319 · Election Expense	0.00	3,717.00	-3,717.00	-100.0%
6320 · EQUIPMENT REPAIR & PARTS	30,552.94	42,689.07	-12,136.13	-28.43%
6321 · BUILDING MAINTENANCE	45.14	435.88	-390.74	-89.64%
6322 · SMALL EQUIP & TOOL PURCHASES	24,539.51	15,491.40	9,048.11	58.41%
6323 · SYSTEM REPAIR & PARTS	383.82	748.82	-365.00	-48.74%
6331 · OUTSIDE TESTING SERVICES	2,941.70	67.65	2,874.05	4,248.41%
6332 · EQUIPMENT RENTALS	8,258.98	2,185.00	6,073.98	277.99%
6417 · VEHICLE MAINTENANCE	15,995.26	27,134.22	-11,138.96	-41.05%
6418 · FUEL EXPENSE	23,321.77	33,223.24	-9,901.47	-29.8%
6432 · TRAVEL & PER DIEM	717.75	3,767.32	-3,049.57	-80.95%
6433 · Travel & PD Elected Officials	0.00	478.43	-478.43	-100.0%
6434 · TRAINING	9,431.40	3,761.47	5,669.93	150.74%
6435 · Training Elected Officials	0.00	350.00	-350.00	-100.0%
6560 · Payroll Expenses	-0.40	1.64	-2.04	-124.39%
6570 · Other Operations Expenses	32,556.68	30,163.07	2,393.61	7.94%
6580 · Rental Management Expense	0.00	1,049.33	-1,049.33	-100.0%
6712 · LAB CHEMICALS & SUPPLIES	8,434.82	8,050.64	384.18	4.77%
6714 · LAB EQUIPMENT REPAIR & PARTS	253.04	334.00	-80.96	-24.24%
6715 · LAB SMALL EQUIP & TOOL PURCHASE	0.00	1,162.94	-1,162.94	-100.0%
6716 · LAB TESTING SERVICES	8,051.53	12,285.25	-4,233.72	-34.46%
6720 · LAB OUTSIDE CONTRACTORS	0.00	1,171.00	-1,171.00	-100.0%
8322 · CAPITAL EXPENDITURES	29,166.78	3,519,232.42	-3,490,065.64	-99.17%
8323 · Capital Assets \$1000-\$4999	0.00	15,873.11	-15,873.11	-100.0%
8325 · EQUIPMENT & TOOL PURCHASE	110,445.45	33,291.08	77,154.37	231.76%
8415 · DEBT SERV-NMFA WTB#176 Principa	25,599.00	25,536.00	63.00	0.25%
8416 · DEBT SERV-NMFA WTB#176 Interest	647.24	711.08	-63.84	-8.98%
8418 · Debt Service-Principal WTB 0351	8,409.00	8,389.00	20.00	0.24%
8419 · Debt Service-Interest WTB 0351	320.94	341.90	-20.96	-6.13%
8420 · NMFA -Principal TML #TAOS55	29,722.00	29,231.00	491.00	1.68%
8421 · NMFA Interest TML #TAOS55	39,439.48	39,930.56	-491.08	-1.23%
8422 · CWSRF 052 Principal	69,990.04	69,160.12	829.92	1.2%
8423 · CWSRF 052 Interest	2,550.00	3,379.92	-829.92	-24.55%
8424 · Hold Harmless Bond Expense	0.00	4,200,000.00	-4,200,000.00	-100.0%
8425 · Hold Harmless Bond Interest pay	0.00	150,850.00	-150,850.00	-100.0%
8426 · Net Revenue Bond Debt Service	0.00	2,800,000.00	-2,800,000.00	-100.0%
8427 · Net Revenue Bond Interest pay	0.00	100,566.67	-100,566.67	-100.0%

VILLAGE OF TADUS SKI VALLEY
Profit & Loss Pre-ear Comparison
July 2020 through June 2021

	Jul '20 - Jun 21	Jul '19 - Jun 20	\$ Change	% Change
8428 - Debt Service GRT FY2020 repay	31,159.80	60,840.31	-29,680.51	-48.78%
8430 - USDA FY20 Interest Expense	174,364.06	0.00	174,364.06	100.0%
8431 - USDA FY20 Principal Expense	112,171.94	0.00	112,171.94	100.0%
Total Expense	4,003,072.39	21,415,215.71	-17,412,143.32	-81.31%
Net Ordinary Income	495,293.60	-7,776,107.51	8,271,401.11	106.37%
Other Income/Expense				
Other Expense				
9001 - TRANSFER TO FUND	-2,042,923.54	-2,576,257.78	533,334.24	20.7%
9002 - TRANSFER FROM FUND	2,042,923.54	2,576,257.78	-533,334.24	-20.7%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Income	495,293.60	-7,776,107.51	8,271,401.11	106.37%

FY2022 TIDD GRT Distribution

Date	VTSV Increment	State Increment	Admin Fees	Pay Backs	Total TIDD	MMFA Offset	Hold Harmless GRT	VTSV Cash Received/with HH GRT (NOT offset)
7/15/2020	33,001.75	26,100.24	(470.56)		58,631.43	5,763.47	10,955.34	68,159.90
8/15/2020	91,310.13	72,214.82	(1,301.95)		162,223.00	5,763.47	17,351.58	74,233.88
9/15/2020	4,754.39	3,760.14	(67.80)		8,446.73	5,763.47	5,914.84	46,486.94
10/15/2020						5,763.47	9,054.12	82,049.26
11/15/2020	41,033.88	32,452.60	(585.07)	(5,287.34)	67,614.07	5,763.47	13,955.88	89,940.88
12/15/2020	42,857.41	33,894.84	(611.07)		76,141.18	5,763.47	20,107.93	149,265.05
1/15/2021	25,691.54	19,586.12	(366.32)		45,643.98	5,763.47	15,674.26	122,193.28
2/16/2021	20,570.43	16,268.94	(293.30)		36,546.07	5,763.47	28,223.93	251,925.28
3/22/2021	35,997.19	28,455.45	(677.71)		63,774.93	5,763.47	25,921.01	236,440.00
4/20/2021	16,939.11	13,542.64	(316.75)		30,165.00	5,763.47	23,486.48	214,210.24
5/15/2021	9,444.65	7,470.15	(177.75)		16,737.05	5,763.47	31,704.13	289,075.34
6/16/2021	38,058.81	30,658.74	(708.42)		68,009.13	5,763.47	6,105.71	55,823.77
TOTAL FY21	359,659.29	284,404.68	(5,576.70)	(5,287.34)	633,932.57	69,161.64	208,455.21	1,679,803.82
7/15/2021	22,594.97	17,869.77	(425.27)		40,039.47	5,763.47	10,081.12	68,717.19
8/15/2021								
9/15/2021								
10/15/2021								
11/15/2021								
12/15/2021								
1/15/2022								
2/16/2022								
3/22/2022								
4/20/2022								
5/15/2022								
6/16/2022								
TOTAL FY22	22,594.97	17,869.77	(425.27)	-	40,039.47	5,763.47	10,081.12	68,717.19
TOTAL FY2016-FY2022	4,339,126.10	3,415,051.15	(64,257.79)	(80,952.08)	7,609,700.02	349,979.96	925,799.61	9,489,488.39

Village Baseline

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

Monthly Public Safety Report

Jun-21

Enforcement

R. Salazar

V. Vigil

S. Trujillo

Totals

Hang Up

Abandoned Vehicle

Alcohol Offense - Adult

Animal Calls

Arrests

Assists to other Agencies

B & E / Burglary

Battery or Assault

Business Alarm

Citizen Assists/Contacts

Civil Stand-by/Civil Complaint

Disorderly /Disturbance

Domestic Calls

Embezzlement

Suicide subject

Foot Patrol Hours

Found/Lost Property

Fraud Complaint

Harassment

Health Orders

Larceny

Unknown/Information

Missing Adult/Person

MVC's

Narcotics Adult

Parking Citations

Private Property Crash

Property Damage

Reckless Driver

Residential Alarm

Suspicious Persons/Vehicles

Theft

Traffic Enforcement Hours

Traffic Hazard

Traffic Stops

Tresspass Warnings

Vehicle Alarm

Verbal Warnings

Welfare Check

Written Citations

Written Warnings

Fire Alarm

Fire/EMS

Fire/EMS

SAR

1

1

1

1

1

1

2

2

5

1

1

1

1

12

4

8

24

2

2

1

1

30

24

3

57

2

2

1

1

1

1

1

1

3

2

5

1

1

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2

1

3

1

1

14

25

7

46

1

1

5

4

3

12

15

3

20

4

4

8

2

1

2

5

2

1

3

2

2

Statistics encompass July to the 21st

Inspections performed residential; 13

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family and commercial; 4

Permits issued since last council meeting;

- 1 new residential building.

- 0 residential demolition

- 0 new commercial buildings permitted.

- 2 commercial repair/remodel permitted.

- 0 demolition commercial permitted.

- 0 Projects currently in application or submission review.

Construction activity has increased in the Village. 5 new residential projects are in various stages and the Columbine Addition is well into the framing stage in Amizette.

Hiker parking toilet building is in ordering stages. James Porter of Sage GIS and myself have teamed to submit a site plan for Hiker Parking toilet permitting.

PUBLIC WORKS UPDATE

July 27, 2021

- Water:
 - Monthly sampling
 - Water Sold
 - Total 750,460 gallons
 - Residential 138,270 gallons
 - Commercial 612,290 gallons
 - Started digging for the Kachina water distribution water line to the Kachina Tank.
- Wastewater:
 - Compliance report for June 2021
 - Compliance – No issues to report.

Date	BOD Data		pH	TSS		NH ₃ (Ammonia)		Total P		Flow, MGD	E.Coli	Fecal	Total N: mg/L	Total N: lb/d
	mg/L	lb/d		mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	Daily	CFU	CFU	TKN + NO ₃ + NO ₂	TKN + NO ₃ + NO ₂
3			7.46							0.065	1.00	1.00	0.00	0.00
9	2.00	0.81	7.49	0.20	0.08	0.36	0.15	0.11	0.04	0.049			1.06	0.43
15			7.43							0.051	1.00	1.00	0.00	0.00
Total		0.81			0.08		0.15		0.04	1.600			Total Nitrogen	
7 Day Avg (MAX)	2.00	0.81	7.64	0.20	0.08	0.36	0.15	0.11	0.04	0.065	1.00	1.00	1.06	0.43
Min	2.00	0.81	7.27	0.20	0.08	0.36	0.15	0.11	0.04	0.039	1.00	1.00	mg/L	lb/d
30 Day Avg (AVG)	2.00	0.81		0.20	0.08	0.36	0.15	0.11	0.04	0.053			1.06	0.43

- Plant and Collections Update
 - Working on flushing the steel equalization tank
 - Isolated and flushing solids out of the tank
 - Compared to the flow in 2020, we are up 14.4% for the month of June
- Roads:
 - Maintaining drainage along the roadway
 - Cleaning of the Drop Inlets (DI's) and bar ditch maintenance
 - Blading of roadway and potholes
 - The second dust mitigation application scheduled for July 14th.
- Equipment
 - Routine equipment maintenance
- General Work
 - Housekeeping in the buildings

Permit #:	NM0022101	Permittee:	TAOS SKI VALLEY, VILLAGE OF	Facility:	TAOS SKI VALLEY, VILLAGE OF
Major:	Yes	Permittee Address:	7 FIREHOUSE RD. 38 OCEAN BLVD. TAOS SKI VALLEY, NM 87525	Facility Location:	7 FIREHOUSE RD. TAOS SKI VALLEY, NM 87525

Permitted Feature:	001 External Outfall	Discharge:	001-A TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO
Report Dates & Status			
Monitoring Period:	From 06/01/21 to 06/30/21	DMR Due Date:	07/15/21
Considerations for Form Completion		Status:	NetDMR Validated

[illegible]

Form NODE													
Code	Parameter Name	Monitoring Location	Season #	Param. NODI	Quantity or Loading			Quality or Concentration			# of	Frequency of Analysis	Sample Type
					Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units	Ex.	
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	1	-	Sample	=	0.81	=	0.81	=	2.0	=	24 - Monthly
					Permit Req. Value NODI	<=	23.8 30DA AVG	<=	35.7 7 DA AVG	<=	30.0 30DA AVG	<=	45.0 7 DA AVG
00400	pH	1 - Effluent Gross	0	-	Sample	=	7.27	=	7.64	=	12 - SU	=	GR - GRAB
					Permit Req. Value NODI	>=	6.6 MINIMUM	<=	8.8 MAXIMUM	<=	12 - SU	0	050W - 5 Days Every Week
00530	Solids, total suspended	1 - Effluent Gross	1	-	Sample	=	0.08	=	0.2	=	19 - mg/L	=	24 - Monthly
					Permit Req. Value NODI	<=	23.8 30DA AVG	<=	35.7 7 DA AVG	<=	30.0 30DA AVG	<=	45.0 7 DA AVG
00600	Nitrogen, total [as N]	1 - Effluent Gross	1	-	Sample	=	0.43	=	1.06	=	19 - mg/L	=	24 - Monthly
					Permit Req. Value NODI	<=	46.55 30DA AVG	<=	66.8 7 DA AVG	<=	27.9 30DA AVG	<=	41.2 7 DA AVG
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	1	-	Sample	=	0.15	=	0.36	=	19 - mg/L	=	24 - Monthly
					Permit Req. Value NODI	<=	5.34 30DA AVG	<=	5.34 7 DA AVG	<=	3.2 30DA AVG	<=	3.2 7 DA AVG
00665	Phosphorus, total [as P]	1 - Effluent Gross	1	-	Sample	=	0.04	=	0.11	=	19 - mg/L	=	24 - Monthly
					Permit Req. Value NODI	<=	1.6 30DA AVG	<=	2.4 7 DA AVG	<=	1.0 30DA AVG	<=	1.5 7 DA AVG
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	-	Sample	=	0.053	=	0.065	=	03 - MGD	=	TM - TOTALZ
					Permit Req. Value NODI	<=	Req Mon 30DA AVG	<=	Req Mon 7 DA AVG	<=	Req Mon DAILY MX	<=	03 - MGD
50060	Chlorine, total residual	1 - Effluent Gross	0	-	Sample	=		=	19.0 INST MAX	=	28 - ug/L	=	GR - GRAB
					Permit Req. Value NODI	<=	9 - Conditional Monitoring - Not Required This Period	<=		<=			050W - 5 Days Every Week
51040	E. coli	1 - Effluent Gross	0	-	Sample	=	1.0	=	1.0	=	32 - CFU/100mL	=	GR - GRAB
					Permit Req. Value NODI	<=	126.0 30DAVGE0	<=	235.0 DAILY MX	<=	32 - CFU/100mL	0	0200 - Twice Per Month

Ann M. Wooldridge
Village Clerk
Monthly Briefing
July 27, 2021



Village of Taos Ski Valley Tax Increment District Board Member Election

The 2019 Election Code outlines the provisions for TIDD elections to be conducted in November of odd-numbered years. In November 2019, TIDD Board Members Neal King and Richard Duffy were re-elected. The highlights follow:

1. **New board members shall be elected by “qualified electors.”** Property ownership is no longer a basis for qualification to vote in a TIDD election of new board members (although property ownership remains a qualification for formation elections). The definition of a qualified elector, which now means a “voter” according to NMSA 1978 Section 1-1-5, is a resident of this state qualified to vote under the provisions of the constitution of New Mexico and the constitution of the United States. Voters who are registered to vote within the Village of Taos Ski Valley precinct and who reside within the boundaries of the TIDD comprise the body of qualified voters for this election. The District Clerk confirmed this with the Taos County Clerk and the Secretary of State in 2019. Voter registration closes for the Regular Local Election on October 5, 2021.
2. **The qualifications of candidates**, which now means a person who “physically resides within the boundaries of the district or districted area in which the person desires to be elected or to represent and the person’s record of voter registration shows that the person is both a qualified elector of the state and was registered to vote in the area to be elected to represent on the date the proclamation calling a local election is filed in the office of the secretary of state.” Candidate filing day is August 24, 2021 from 9-5 at the Office of the Taos County Clerk.
3. The District previously opted in to the Local Election Act for elections which shall be held on the first Tuesday after the first Monday in November of each odd numbered year. The Taos County Clerk will run the election, at no cost to the TIDD. The polling place will be the location within the Village’s precinct normally designated by Taos County for elections, which is the Inn at Taos Valley, at 1314A State Road 150, Taos Ski Valley, NM 87525.

Significant dates:

- **June 5, 2021-July 5, 2021** Clerk Wooldridge notified the Taos County Clerk of the local government positions that are to be filled at the next regular election. There are two TIDD Board Member positions up for election.
- **August 4, 2021** Secretary of State’s office issues proclamation for local election
- **By August 19, 2021** Taos County Clerk shall post and publish the election proclamation
- **August 24, 2021 9-5** **Candidate Filing Day** with Taos County Clerk. **Must be in-person by the eligible candidate or by a person acting by virtue of written authorization.**
- **August 31, 2021** Write-in Candidate Filing Day
- **October 5, 2021** **Voter Registration Closes. However, same day voter registration will be allowed during early voting, and on election day.**
- **October 5, 2021** Absentee Voting Begins. Application for absentee ballot is made through the Taos County Clerk’s office.
- **October 5, 2021** Early Voting Begins at the Taos County Clerk’s office
- **October 30, 2021** Early Voting Ends
- **November 2, 2021** **Local Election Day**
- **November 12, 2021** Last Day for Taos County Clerk to issue Certificate of Canvass of the results of the Election
- **November 26, 2021** Secretary of State’s office issues Certificate of Election to Candidates
- **January 1, 2022** **Candidates take office**

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: PUBLIC HEARING: Consideration to Approve **Ordinance 2022-10** Amending Ordinance 2020-10 to Update the Building and Construction Codes to Include the 2018 NM Energy Conservation Codes

DATE: July 27, 2021

PRESENTED BY: Jalmar Bowden

STATUS OF AGENDA ITEM: ^{Old}~~New~~ business

CAN THIS ITEM BE RESCHEDULED: Not recommended.

BACKGROUND INFORMATION:

Village Ordinance 2020-10 became effective June 1, 2020. At the time the State of New Mexico Construction Industries Division had in effect the 2009 New Mexico Energy Conservation Code. The 2009 International Energy Conservation Code is the model code adopted under that authority. ICC model codes are publicly vetted codes drafted or updated by stakeholders that include homeowners, contractors, material suppliers, design professionals, fire, and building officials. The State of New Mexico updates its codes in a three-year cycle. It is however three years behind the ICC code cycle. They now operate under the 2015 building codes but are working toward amending and adopting the 2018 versions in 2021, which will be effective until 2024.

Recently the State updated from the 2009 New Mexico Energy Conservation Code to the 2018 version, representing 3 code cycles in this update. Pressure from New Mexico Builders delayed the implementation of the 2012 and 2015 energy code improvements due to perceived construction cost increases.

The Federal Department of Energy's Office of Energy Efficiency and Renewable Energy issued a determination that the 2018 IECC saves 1.97 percent annual energy cost along with 1.91 percent in annual source energy and 1.68 percent savings in site energy. These figures are in comparison to the 2015 IECC and can be assumed would be much greater in contrast to the 2009 edition. The key impacts for this current update range from a life cycle cost saving of \$398 in climate zone 1 to \$1,071 in climate zone 8. The Village of Taos Ski Valley is in climate zone 7. Life cycle cost savings compared to the 2009 regulations for homes in the Village can be assumed to be at minimum a few thousand dollars, and easily pay back related construction costs.

RECOMMENDATION: Staff recommends passage of this update to Village Building and Construction Codes.

**VILLAGE OF TAOS SKI VALLEY
ORDINANCE NO. 2022-10**

**AN ORDINANCE OF THE VILLAGE OF TAOS SKI VALLEY AMENDING
ORDINANCE NO. 2020-10 TO UPDATE THE BUILDING AND
CONSTRUCTION CODES TO INCLUDE THE 2018 NEW MEXICO ENERGY
CONSERVATION CODES**

WHEREAS, the Village Council passed Ordinance No. 2020-10 to adopt updated Village building and construction codes in compliance with New Mexico state law;

WHEREAS, such Codes are necessary for regulating and governing the construction and maintenance of all property, buildings, and structures in the best interest of the public health, safety, and welfare;

WHEREAS, these Codes provide the standards for construction, utilities, and other physical conditions essential to the use and occupancy of Village buildings, as well as the demolition of such structures;

WHEREAS, the Codes must be updated from time to time;

WHEREAS, the 2009 New Mexico Energy Conservation Code has been replaced with a 2018 version, and the Village Council wishes to update Ordinance No. 2020-10 accordingly as set forth herein.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:**

SECTION I. AMENDMENT

Ordinance No. 2020-10, Section II (B)(8) is hereby amended to formally adopt the 2018 New Mexico Energy Conservation Code, replacing the previously adopted 2009 version. All other sections of Ordinance No. 2020-10 shall remain in full force and effect, unless inconsistent with this Ordinance.

SECTION II. REPEAL AND CONFLICT OF CODES

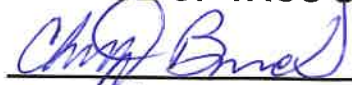
The adoption of the Village of Taos Ski Valley Ordinance No. 2022-10 supersedes and replaces any previously adopted inconsistent provisions.

SECTION III. PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be in full force and effect after its adoption, approval, and publication as provided by law.

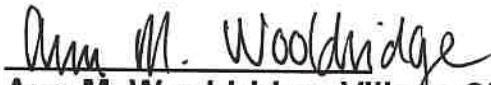
PASSED, APPROVED AND ADOPTED THIS 27th day of July,
2021

VILLAGE OF TAOS SKI VALLEY, NEW MEXICO



Christof Brownell, Mayor

ATTEST:



Ann M. Wooldridge, Village Clerk



VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2022-472** Requesting a Permanent Budget Adjustment to the FY2021 Budget (BAR) to increase the Municipal GRT and Hold Harmless GRT revenue collections and corresponding transfers out of the General Fund, and to Increase Transfers in to Pledged Funds to the USDA (63), to the Roads Fund (05), and to the Water Reserves Fund (41) for General Support.

DATE: July 27, 2021

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended.

BACKGROUND INFORMATION: The Village submitted its FY 2020-21 budget in July of 2020. When the original budget was submitted the following amounts were budgeted:

Hold Harmless GRT Revenue:	\$150,000	
General Fund Transfers Out:	\$150,000	HH GRT USDA D/S (63)
	\$ 97,692	GRT Roads Support (05)
	\$ 97,692	GRT Utility Reserves (41)

As of June 30, 2021, GRT revenue collections have exceeded the original budget. GRT Hold Harmless revenues are pledged to support the debt service and required reserves for the newly constructed Wastewater Treatment plant. The transfers are based on actual collections, and the following increases are requested:

GRT HH Revenue/General Fund (03)	\$65,000
GRT Municipal/General Fund (03)	\$40,000
General Fund (03) Transfer Out:	\$105,000
USDA Debt Service (63)/Transfer In:	\$ 65,000
Roads (05)/Transfer In:	\$ 20,000
Water Reserves (41)/Transfer In:	\$ 20,000

RECOMMENDATION: Staff recommends approval of **Resolution No. 2022-472** to amend the budget for FY2021, to increase the Municipal GRT and Hold Harmless GRT revenues in the General Fund (03), and increase the transfers out of the General fund to the USDA Fund (63) for debt service, the roads fund (05) and Water Reserves fund (41) for general support.

VILLAGE OF TAOS SKI VALLEY

RESOLUTION NO. 2022-472

A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2021 BUDGET (BAR) TO INCREASE THE MUNICIPAL GRT AND HOLD HARMLESS GRT REVENUE COLLECTIONS AND CORRESPONDING TRANSFERS OUT OF THE GENERAL FUND (03) AND INCREASING THE TRANSFERS IN FOR PLEDGED FUNDS TO THE USDA (63) FOR DEBT SERVICE, TO THE ROADS FUND (05) AND TO THE WATER RESERVES FUND (41) FOR GENERAL SUPPORT

WHEREAS, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on July 27, 2021, proposes to make an adjustment to the Fiscal 2020-21 budget as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>
General Fund (11000/03)	GRT Hold Harmless (4019/41258)	\$ 65,000.00
General Fund (11000/03)	GRT Municipal (4020/41250)	\$ 40,000.00
General Fund (11000/03)	Transfer Out (9002/61200)	\$ 105,000.00
USDA D/S (40300/63)	Transfer In (9001/61100)	(\$ 65,000.00)
Roads (21600/05)	Transfer In (9001/61100)	(\$ 20,000.00)
Water Reserve (53400/41)	Transfer In (9001/61100)	(\$ 20,000.00)

WHEREAS, at the regular meeting of the Village of Taos Ski Valley Governing body on July 27, 2021, it considered adjustments to its budget for the Fiscal Year 2020-2021; 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 2020-2021.

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 2020-2021 be amended accordingly.

PASSED, APPROVED AND ADOPTED this 27th day of July, 2021.



Ann M. Wooldridge
Ann M. Wooldridge, Village Clerk

THE VILLAGE OF TAOS SKI VALLEY

By: Christof Brownell
Christof Brownell, Mayor

VOTE: For 4 Against 0

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

AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2022-478, Approving the 4th Quarter FY 2021 Financial Report for the Year ending June 30, 2021

DATE: July 27, 2021

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: As per State Statute, the Village is required to submit the final fiscal year 2021 4th quarter report along with the corresponding profit and loss statement no later than July 31, 2021, to the Department of Finance and Administration Local Government Division. This report is a recap of the financial events of fiscal year 2021 beginning July 1, 2020, and ending June 30, 2021, and verifies the ending fund balances for all Village funds. The summary 4th Quarter report (Exhibit A) is attached along with the Profit and Loss report (Exhibit B) for FY2021. The accurate ending fund balances are an integral part of the next fiscal year 2022 budget.

RECOMMENDATION: A motion from the Council is requested to approve Resolution No. 2022-478 approving the 4th quarter fiscal year 2020- 2021 report.

**STATE OF NEW MEXICO
VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2022-478**

**A RESOLUTION FOR APPROVAL OF THE 4TH QUARTER FISCAL YEAR 2020-2021
FINANCIAL REPORT FOR THE YEAR ENDING JUNE 30, 2021**

WHEREAS, in and for the Village of Taos Ski Valley, State of New Mexico has developed a budget for fiscal year 2020 – 2021; and

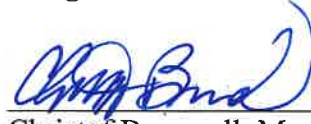
WHEREAS, the Governing Board, having met in a special meeting, has reviewed and approves the final 4th quarterly report, ensuring the accuracy of the beginning balances used on the FY2022 budget; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts the financial activity for all funds for fiscal year 2021.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Village of Taos Ski Valley, State of New Mexico hereby approves the final quarterly report for fiscal year 2021 hereinafter described as Attachment “A”, which reconciles to the fiscal year 2020-2021 Profit and Loss, Attachment “B” and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

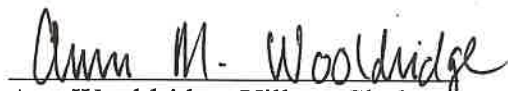
Resolved: In the regular Council Meeting this 27th day of July 2021.

Village of Taos Ski Valley Governing Body



Christof Brownell, Mayor





Ann Wooldridge, Village Clerk

Report Recap for Fiscal Year 2020-2021 - FY2021 Q4 - Taos Ski Valley (Village)

Cpg 1 of 2

Home > Budgets > Reports > Items / Files / Recap

PDF

Show 100 entries

Search:

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance	My Comments	Unread	Actions
11000 General Operating Fund	2,429,898.00	793,000.00	2,620,831.07	-741,550.47	1,490,607.21	-8,302.98	3,603,268.41	124,217.27	3,479,051.14	0	0	Actions
20600 Emergency Medical Services	2,003.00	0.00	0.00	20,000.00	11,998.76	0.00	10,004.24	0.00	10,004.24	0	0	Actions
20900 Fire Protection	358,384.00	0.00	127,434.00	0.00	71,127.91	0.00	414,690.09	0.00	414,690.09	0	0	Actions
21100 Law Enforcement Protection	0.00	0.00	21,800.00	0.00	4,182.21	0.00	17,617.79	0.00	17,617.79	0	0	Actions
21400 Lodgers' Tax	431,963.00	0.00	370,680.48	-72,218.00	285,125.62	0.00	445,299.86	0.00	445,299.86	0	0	Actions
21600 Municipal Street	6,398.00	0.00	288,936.29	408,742.59	504,465.67	0.00	199,611.21	0.00	199,611.21	0	0	Actions
21700 Recreation	2,446.00	0.00	18,300.00	9,150.00	8,236.07	0.00	21,659.93	0.00	21,659.93	0	0	Actions
21800 Intergovernmental Grants	0.00	0.00	97,698.75	-16,700.00	80,998.75	0.00	0.00	0.00	0.00	0	0	Actions
29900 Other Special Revenue	762,639.00	0.00	40,960.73	-93,465.05	15,677.13	0.00	694,457.55	0.00	694,457.55	0	0	Actions
40300 Other Revenue Bond Debt Service	460,950.00	0.00	830.58	343,128.34	286,536.00	0.00	518,372.92	0.00	518,372.92	0	0	Actions

Exhibit A
(Page 2 of 2)

LGBMS

50100 Water Enterprise	53,758.00	0.00	156,820.87	-48,731.00	157,550.20	0.00	4,297.67	0.00	4,297.67	0	0	Actions
50200 Solid Waste Enterprise	284,608.00	0.00	64,517.44	0.00	55,580.44	0.00	293,545.00	0.00	293,545.00	0	0	Actions
50300 Wastewater/Sewer Enterprise	40,153.00	0.00	609,466.43	-157,940.00	475,026.03	0.00	16,653.40	0.00	16,653.40	0	0	Actions
52800 Rental Enterprise	2,616.00	0.00	14,550.00	20,500.00	9,895.51	0.00	27,770.49	0.00	27,770.49	0	0	Actions
53400 Utility Reserve	1,007,868.00	206,000.00	65,539.35	329,083.59	546,065.25	-206,000.00	856,425.69	0.00	856,425.69	0	0	Actions
Totals	5,843,684.00	999,000.00	4,498,365.99	0.00	4,003,072.76	-214,302.98	7,123,674.25	124,217.27	6,999,456.98			

Showing 1 to 16 of 16 entries

VILLAGE OF TAOS SKI VALLEY
Profit & Loss
July 2020 through June 2021

Exhibit B.
(pg 1 of 2)

	Jul '20 - Jun 21
6130 · HEALTH INCENTIVE - SKI PASS/GYM	1,457.59
6133 · Life Insurance	1,056.09
6134 · Dental insurance	12,848.83
6135 · Vision Insurance	2,282.28
6136 · FICA -EMPLOYER SHARE MEDICARE	15,120.08
Total 6100 · Salary and Benefits	1,477,728.69
6220 · OUTSIDE CONTRACTORS	997,756.16
6225 · ENGINEERING	84,809.03
6230 · LEGAL SERVICES	109,890.01
6242 · ACCOUNTING	15,646.94
6244 · AUDIT	33,441.25
6251 · WATER PURCHASE, STORAGE	381.98
6252 · INTERNET	5,382.69
6253 · ELECTRICITY	88,124.15
6256 · TELEPHONE	17,061.47
6257 · RENT PAID	0.00
6258 · WATER CONSERVATION FEE	375.69
6259 · Natural Gas	17,589.32
6270 · LIABILITY & LOSS INSURANCE	89,286.00
6310 · Advertising	1,873.07
6312 · CHEMICALS & NON DURABLES	12,961.17
6313 · MATERIAL & SUPPLIES	99,966.66
6314 · Dues/fees/registration/renewals	7,666.28
6315 · BANK CHARGES	2,068.11
6316 · Software	22,769.82
6317 · Personal Protective Equipment	15,369.20
6318 · Postage	2,167.90
6320 · EQUIPMENT REPAIR & PARTS	30,552.94
6321 · BUILDING MAINTENANCE	45.14
6322 · SMALL EQUIP & TOOL PURCHASES	24,539.51
6323 · SYSTEM REPAIR & PARTS	383.82
6331 · OUTSIDE TESTING SERVICES	2,941.70
6332 · EQUIPMENT RENTALS	8,258.98
6417 · VEHICLE MAINTENANCE	15,995.26
6418 · FUEL EXPENSE	23,321.77
6432 · TRAVEL & PER DIEM	717.75
6434 · TRAINING	9,431.40
6560 · Payroll Expenses	-0.40
6570 · Other Operations Expenses	32,556.68
6712 · LAB CHEMICALS & SUPPLIES	8,434.82
6714 · LAB EQUIPMENT REPAIR & PARTS	253.04
6716 · LAB TESTING SERVICES	8,051.53
6720 · LAB OUTSIDE CONTRACTORS	0.00
8322 · CAPITAL EXPENDITURES	29,166.78
8323 · Capital Assets \$1000-\$4999	0.00
8325 · EQUIPMENT & TOOL PURCHASE	110,445.45
8415 · DEBT SERV-NMFA WTB#176 Principa	25,599.00
8416 · DEBT SERV-NMFA WTB#176 Interest	647.24
8418 · Debt Service-Principal WTB 0351	8,409.00
8419 · Debt Service -Interest WTB 0351	320.94
8420 · NMFA -Principal TML #TAOS55	29,722.00

VILLAGE OF TAOS SKI VALLEY
Profit & Loss
July 2020 through June 2021

Exhibit B
(pg 2 of 2)

	Jul '20 - Jun 21
8421 · NMFA Interest TML #TAOS55	39,439.48
8422 · CWSRF 052 Principal	69,990.04
8423 · CWSRF 052 Interest	2,550.00
8428 · Debt Service GRT FY2020 repay	31,159.80
8430 · USDA FY20 Interest Expense	174,364.06
8431 · USDA FY20 Principal Expense	112,171.94
Total Expense	4,003,072.39
Net Ordinary Income	495,293.60
Other Income/Expense	
Other Expense	
9001 · TRANSFER TO FUND	-2,042,923.54
9002 · TRANSFER FROM FUND	2,042,923.54
Total Other Expense	0.00
Net Other Income	0.00
Net Income	495,293.60

VILLAGE OF TAOS SKI VALLEY

Village Council

Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2022-479** Requesting Acceptance of the Federal Rescue Fund/American Rescue Plan Act Grant Funding and Creating the Fund No. 66/26000 in the FY2022 Budget

DATE: July 27, 2021

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village will be submitting the fiscal year 2021-22 budget by July 31, 2021. The Village was awarded funding from the State of New Mexico via the Federal Rescue Fund/American Rescue Plan Act totaling \$12,609. The Department of Finance and Administration (DFA) is requiring the new fund code 26000 be utilized, requiring the Village to create a new fund within its accounting structure. A budget adjustment is not required, however new funds are required to be approved by the Village Council. The funding will be utilized for capital expenditures.

RECOMMENDATION: Staff recommends approval of **Resolution No. 2022-479** to accept the grant funding and create a new fund for the Federal Resue Fund/American Rescue Plan Act.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2022-479**

A RESOLUTION REQUESTING ACCEPTANCE OF THE FEDERAL RESCUE FUND/AMERICAN RESCUE PLAN ACT GRANT FUNDING AND CREATING THE NEW CORRESPONDING FUND NO. 66/26000 WITHIN THE FY2022 BUDGET.

WHEREAS, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on July 27, 2021 proposes to add a new fund to the Village accounting structure.

WHEREAS, the FY2022 budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

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

WHEREAS, it is the majority opinion of this Council that acceptance of grant funding and creating the required fund meets the requirements as currently determined for Fiscal Year 2021-2022.

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 2021-2022 be amended accordingly.

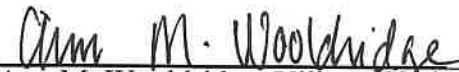
PASSED, APPROVED AND ADOPTED this 27th day of July, 2021

THE VILLAGE OF TAOS SKI VALLEY

By: 
Christof Brownell, Mayor



ATTEST:


Ann M. Wooldridge, Village Clerk

VOTE: For 4 Against 0

Local Fiscal Recovery Funds (FRF)RECIPIENT: Taos Ski Valley, Village ofNEU NUMBER:FUNDING AMOUNT:EXPIRATION DATE:

FRF-TAOS -089

\$12,609.00

December 31, 2026

2021 Fiscal Recovery Funds (FRF) Funding Criteria

2021 FRF funds for the Non-Entitlement Units of Local Government (NEUs) and may only be used to cover costs that—

1. Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors;
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

FRF Distribution

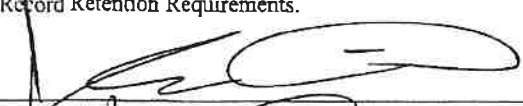
The Department of Finance & Administration will disburse the FRF funds through a disbursement process. The FRF Funding Recipient will be disbursed upon receiving a copy of all supporting forms to include the following: 1) Request for Distribution-Local Government Non-Entitlement Units (NEUs) 2021 Fiscal Recovery Funds (FRF) form, 2) FRF Distribution Certification Form, Title VI Assurances 3) Non-entitlement Units Award Terms & Conditions, and 4) signed and executed FRF Award Letter. The Department of Finance & Administration will review these documents to ensure they are complete to include the Federal ID Number and DUNS Number. Costs must be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

Guidelines are available in the "Coronavirus State and Local Fiscal Recovery Funds" federal register attached with this award letter.

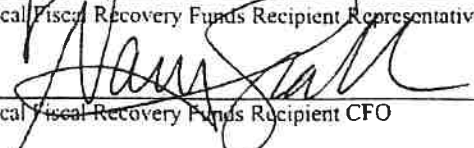
CERTIFICATION

I hereby certify that the **Taos Ski Valley, Village of:**

1. Will only use the Local Fiscal Recovery Funds to carry out and/or perform activities described in Coronavirus State and Local Fiscal Recovery Funds criteria.
2. Ensures that the Local Fiscal Recovery Funds only benefit entities in accordance with applicable law.
3. Will follow the procedure described in "FRF Distribution" for disbursement of funds.
4. Will follow all reporting requirements as outlined in the Coronavirus State and Local Fiscal Recovery Funds Reporting and Record Retention Requirements.


Local Fiscal Recovery Funds Recipient Representative

Date


Local Fiscal Recovery Funds Recipient CFO

Date

116255373
DUNS Reporting Number for System for Award Management (SAM)

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to approve Resolution No. 2022-480, a Resolution Requesting Approval of the FY2022 Final Budget

DATE: July 27, 2021

PRESENTED BY: Nancy Grabowski

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: As per State Statute and the Department of Finance and Administration (DFA), the Village Council must review and approve the final fiscal year budget for FY2021-2022 prior to submission. Please see the budget summary attached as exhibit "A". The original budget was presented to the Council at a budget workshop held on April 27, 2021. There were no rate increases for water, sewer, or trash.

Since Council's review of the budget, all actuals have been entered into the Council working budget spreadsheet as of June 30, 2021, and 4th Quarter FY2021 fund balances are final. The DFA has a policy not to allow any changes to the revenue and expense categories without its approval. Only cash balances can be entered at this time unless the Village has a reason to request that the Local Government Division open fund/object codes within the budget. The following are the changes that will be made to the final FY2022 budget:

Summary List of Budget Changes VTSV for final FY2021 submission

<u>FUND</u>	<u>OBJECT CODE</u>	<u>AMOUNT</u>
General Fund (03/11000)	8322(58040) Capital Improvements	(\$200,000)
General Fund (03/11000)	6220(55030) Outside Contractors	(\$100,000)
General KCEC UG (44/11000)	6220 (55030) Outside Contractors	(\$200,000)
TOTAL Decrease:		(\$500,000)

Decreases were made to the General Fund outside contractor and capital improvement expenses to reduce the expense to revenue ratio and increase the General Fund ending balance for FY2022.

<u>FUND</u>	<u>OBJECT CODE</u>	<u>AMOUNT</u>
LEPF (14/21100)	6434/57050 Training	\$ 1,212.00
LEPF (14/21100)	8322//58080 Capital	\$13,000.00
LEPF (14/21100)	6322/56040 Small Equip	\$14,706.00
LEPF (14/21100)	6313/56090 Safety Supplies	\$10,500.00

Total Expenses: **\$39,418.00**

Changes were made to the LEPF budget because the carry forward amount at the end of the fiscal year decreased. Because there was a decrease in the ending balance on June 30, 2021, expenses were reallocated so that the ending balance was not a negative number. LEPF is required to have a zero balance at the end of every fiscal year.

<u>FUND</u>	<u>OBJECT CODE</u>	<u>AMOUNT</u>
Lodgers Tax (15/21400)	6220/57060 Grant Distribution	(202,459.00)

Decrease in Grant recipients' disbursements. Changes were made to the Chamber Contract, and a decrease of support for Taos Air from \$250,000 to \$125,000 was recommended and approved by the Lodger's Tax Committee.

<u>FUND</u>	<u>OBJECT CODE</u>	<u>AMOUNT</u>
FRF/ARPA (66/26000)	4037/47700 Grant Funds Revenue	\$ 6,304.50
FRF/ARPA (66/26000)	8322/58080 Capital Expense	\$ 6,304.50

The Federal Relief Fund (ARPA) grant was added to FY2022 budget after the official award notice was made to the Village. The total award was \$12,609.00; however the Village will only receive ½ the funding in FY2022 so it is budgeted accordingly.

All other items originally presented to Council at the April 27, 2021 workshop remain the same.

RECOMMENDATION: A motion to approve **Resolution No. 2022-480** for FY2022 Final Budget Adoption.

STATE OF NEW MEXICO
Village of Taos Ski Valley
RESOLUTION NO. 2022-480

A RESOLUTION REQUESTING THE APPROVAL OF THE FY2022 FINAL BUDGET

WHEREAS, the Governing Body in and for the Village of Taos Ski Valley, State of New Mexico has developed a budget for fiscal year 2021-2022; and

WHEREAS, the interim budget was submitted to the Department of Finance, Local Government Division, State of New Mexico in May of 2021. The following changes will be made to the final FY2021-22 budget of the Village of Taos Ski Valley to be submitted by July 31, 2021.

General Fund (03/11000)	8322(58040) Capital Improvements	(\$ 200,000)
General Fund (03/11000)	6220(55030) Outside Contractors	(\$ 100,000)
General KCEC UG (44/11000)	6220(55030) Outside Contractors	(\$ 100,000)
LEPF (14/21100)	6434/57050 Training	\$ 1,212.00
LEPF (14/21100)	8322//58080 Capital	\$13,000.00
LEPF (14/21100)	6322/56040 Small Equip	\$14,706.00
LEPF (14/21100)	6313/56090 Safety Supplies	\$10,500.00
Lodgers Tax (15/21400)	6220/57060 Grant Distribution	(202,459.00)
FRF/ARPA (66/26000)	4037/47700 Grant Funds Revenue	\$ 6,304.50
FRF/ARPA (66/26000)	8322/58080 Capital Expense	\$ 6,304.50

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

WHEREAS, in an official meeting for the review of said documents was 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 meets the requirements as currently determined for the 2021-2022 fiscal year.

WHEREAS, the current imposed property tax mill levy rate is 7.65;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the Village of Taos Ski Valley hereby adopts the budget hereinabove described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

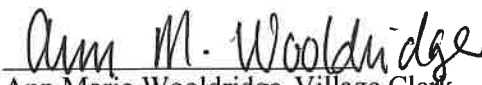
PASSED, ADOPTED, AND APPROVED this 27th day of July 2021.

VOTES: 4 Yes 0 No

MUNICIPAL GOVERNING BODY OF VILLAGE OF TAOS SKI VALLEY, NEW MEXICO


Christof Brownell, Mayor

ATTEST:


Ann Marie Wooldridge, Village Clerk



Budget Recap for Fiscal Year 2021-2022

> Budgets > Items > Recap

PDF

Show 100 entries

Search:

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance	My Comments	Unread	Actions
11000 General Operating Fund	2,812,631.00	793,000.00	2,083,400.00	-919,384.00	1,759,095.00	3,010,552.00	146,591.25	2,863,960.75	0	0	Actions
20600 Emergency Medical Services	10,005.00	0.00	0.00	90,000.00	90,640.00	9,365.00	0.00	9,365.00	0	0	Actions
20900 Fire Protection	414,690.00	0.00	84,279.00	0.00	150,300.00	348,669.00	0.00	348,669.00	0	0	Actions
21100 Law Enforcement Protection	17,618.00	0.00	21,800.00	0.00	39,418.00	0.00	0.00	0.00	0	0	Actions
21400 Lodgers' Tax	445,300.00	0.00	450,000.00	-60,000.00	549,541.00	285,759.00	0.00	285,759.00	0	0	Actions
21600 Municipal Street	199,611.00	0.00	97,260.00	577,692.00	830,280.00	44,283.00	0.00	44,283.00	0	0	Actions
21700 Recreation	21,660.00	0.00	0.00	45,000.00	50,800.00	15,860.00	0.00	15,860.00	0	0	Actions
26000 American Rescue Plan Act	0.00	0.00	6,305.00	0.00	6,305.00	0.00	0.00	0.00	0	0	Actions
29900 Other Special Revenue	694,458.00	0.00	25,385.00	-365,000.00	41,000.00	313,843.00	0.00	313,843.00	0	0	Actions

40300 Other Revenue Bond Debt Service	518,373.00	0.00	1,000.00	367,308.00	287,800.00	598,881.00	0.00	598,881.00	0	0	Actions
50100 Water Enterprise	4,298.00	0.00	257,600.00	-66,457.00	182,585.00	12,856.00	0.00	12,856.00	0	0	Actions
50200 Solid Waste Enterprise	293,545.00	0.00	64,020.00	0.00	302,700.00	54,865.00	0.00	54,865.00	0	0	Actions
50300 Wastewater/Sewer Enterprise	16,654.00	0.00	1,029,185.00	-399,660.00	561,835.00	84,344.00	0.00	84,344.00	0	0	Actions
52800 Rental Enterprise	27,771.00	0.00	12,000.00	34,000.00	50,100.00	23,671.00	0.00	23,671.00	0	0	Actions
53400 Utility Reserve	650,426.00	206,000.00	200,100.00	696,501.00	898,866.00	854,161.00	0.00	854,161.00	0	0	Actions
Totals	6,127,040.00	999,000.00	4,332,334.00	0.00	5,801,265.00	5,657,109.00	146,591.25	5,510,517.75			

Showing 1 to 16 of 16 entries

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VILLAGE OF TAOS SKI VALLEY

Village Council

Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2022- 481** Assignment of Designee to Sign Agreement with the NM Department of Environment Accepting the Reauthorized Capital Outlay for Use to Plan, Design, Construct, Equip and Install the Kachina Water Booster Station for the Kachina Water Tank and Water Distribution Lines

DATE: July 27, 2021

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley applied and received Capital Outlay funding for planning development of the Gunsite Springs, however funding was in danger of being lost and the immediate and critical need to fund the Kachina Booster station was partially resolved by reauthorization of funds.

The funding agreement for \$315,000 requires Council authorization for the Mayor to sign and also to name the designated individual, the Village Administrator, to sign the agreement documentation

STAFF RECOMMENDATION: Staff recommends approval of **Resolution No. 2022-481** assigning the Mayor to sign the funding agreement to accept the FY2022 \$315,000 capital outlay for the Kachina Booster Station, and the Village Administrator to sign grant documents.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2022-481
A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED
OFFICER(S) AND AGENT(S)**

WHEREAS, the Council of the Village Taos Ski Valley of Taos County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and;

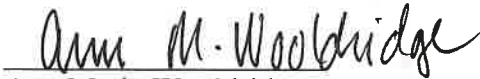
WHEREAS, the Agreement is identified as Project Number SAP 21-F4085-GFR;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS: that Christof Brownell, Mayor, or successor is authorized to sign the Grant Agreement for this project, and Authorized John Avila, Village Administrator, 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 and to act as the project contact and the same , or successor is the Capital Projects Monitoring System (CPMS) contact who is authorized to update the CPMS database on a monthly basis.

ADOPTED THIS 27 DAY OF JULY 2021.


Mayor Christof Brownell

ATTEST:


Ann Marie Wooldridge
Village Clerk



**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
CAPITAL APPROPRIATION PROJECT
*19 TAOS GUNSIGHT SPRINGS WATER SYS DIST INFRA DEVELOP
SAP 21-F4085-GFR**

THIS AGREEMENT is made and entered into as of this [] day of [], 20[], by and between the New Mexico Environment Department hereinafter called the "Department" or "NMED", and Village of Taos Ski Valley hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 139, Section 128, Paragraph , the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

**SAP 21-F4085-GFR (\$315,000.00) APPROPRIATION REVERSION DATE: June 30, 2023
Laws of 2021 Chapter 139, Section 128, Paragraph , Three Hundred Fifteen Thousand Dollars (\$315,000.00):**

The unexpended balance of the appropriation to the department of environment in Subsection 128 of Section 26 of Chapter 277 of Laws 2019 to plan, design, construct, equip and install corresponding distribution network infrastructure to develop Gunsight springs as a supplemental supply source for the water system in Taos in Taos county shall not be expended for the original purpose but is changed to plan, design, construct and equip a water booster station to provide water to the Kachina water tank for Taos ski valley in Taos county.

The Grantee's total reimbursements shall not exceed Three Hundred Fifteen Thousand Dollars (\$315,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals Three Hundred Fifteen Thousand Dollars (\$315,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with Third-Party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third-Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department
Name: Paulette Ortiz
Title: Project Administrator
Address: Construction Program Bureau
NMED, Harold Runnels Building
P.O. Box 5469
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us
Telephone: 505-670-3583

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five

calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2023 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a Third-Party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available

shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a Third-Party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the Third-Party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third-Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Village of Taos Ski Valley may immediately terminate this Agreement by giving Contractor written notice of such termination. The Village of Taos Ski Valley's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Village of Taos Ski Valley or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Village of Taos Ski Valley or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the Village of Taos Ski Valley may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Village of Taos Ski Valley's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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Authorization Page

*19 TAOS GUNSIGHT SPRINGS WATER SYS DIST INFRA DEVELOP SAP 21-F4085-GFR

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

Judith L, Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to September 14, 2020 Secretary of Environment Delegation Order

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information		II. Payment Computation	
A. Grantee: Village of Taos Ski Valley		A. Payment Request No.	
B. Address:		B. Grant Amount: \$315,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 21-F4085-GFR		F. Reversion Amount (if Applicable):	
E. Project Title: *19 TAOS GUNSIGHT SPRINGS WATER SYS DIST INFRA DEVELOP		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2023		H. __GF __GOB __STB (attach wire if first draw)	
		I. __ Final Request for Payment (if Applicable)	
III. Fiscal Year:			
(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)			
IV. ☐		Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
V. ☐		Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
(State Agency Use Only)			
Vendor Code			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: _Andrea Telmo

FROM: Grantee: Village of Taos Ski Valley

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 21-F4085-GFR

Grant Termination Date: June 30, 2023

As the designated representative of the Department for Grant Agreement number SAP 21-F4085-GFR entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

ATTACHMENT A-PROJECT DESCRIPTION & DELIVERY PLAN**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU**

Name of Grantee: Village of Taos Ski Valley
Capital Outlay Grant No.: SAP 21-F4085-GFR
Project Name: *19 TAOS GUNSIGHT SPRINGS WATER SYS DIST INFRA DEVELOP
Grant Text: _____
Project Description: _____

INSTRUCTIONS: Please answer the questions below. If needed, please contact the NMED Project Manager with questions or to discuss Attachment A before returning the Grant Agreement.

Capital outlay grant funds will be used to pay for (check all that apply):	The estimated cost for each is:	The project schedule for each is (started by MM/YYYY, completed by MM/YYYY):
A. ENGINEERING SERVICES ☐ PLANNING ☐ DESIGN ☐ BIDDING & CONSTRUCTION PHASE SERVICES ☐ B. CONSTRUCTION ☐ C. EQUIPMENT PURCHASE ☐ D. OTHER _____	A _____ _____ _____ _____ B _____ C _____ D _____	A _____ _____ _____ _____ B _____ C _____ D _____

Will engineering services for the entire project exceed \$60,000 (Y/N)? _____

Has an engineer been hired (Y/N)? _____ Please circle the procurement method: RFP, CES or direct hire less than \$60k.

Have any engineering studies, planning documents, or inspection reports been completed that define the project need and provide cost estimates (Y/N)? _____? If yes, please provide copies to NMED.

Are there other funds for the project (Y/N)? _____ If yes, what funds will be used? _____

X

Official Representative/Date

X

NMED Project Manager Approval/Date

Reminder: The Grantee must obligate 5% of the total grant funds within 6 months of the bond sale if funds come from severance tax bonds (STB) toward an NMED-approved contract for engineering/construction/equipment/other project expense.

**NMED ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval **prior to** selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html.
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval **before** the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval prior to awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

CLOSEOUT

- O. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- P. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- Q. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- R. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED **prior to** the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

NMED Attachment C
NMED Contact Information Sheet
Project Number SAP 21-F4085-GFR
Grantee Village of Taos Ski Valley

Project Manager: Andrea Telmo
Project Manager Address: 121 Tijeras Ave NE, Ste 1000
Albuquerque, NM 87102
Phone: 505-469-2687
Email: andrea.telmo@state.nm.us

Project Administration: Paulette Ortiz
Project Admin Address: 1190 St. Francis Drive S-2072
Santa Fe, NM 87502
Phone: 505-670-3583
Email: paulette.ortiz@state.nm.us

For General Assistance, please call 505-827-2806 and ask for "Special Appropriations" or email:
NMENV-cpbsap@state.nm.us

NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 21-F4085-GFR
Grantee Village of Taos Ski Valley
Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP

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

Name, Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

Authorized Officer Name, Authorized Officer Title, or successor is the OFFICAL REPRESENTATIVES 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 (*may have more than one*), and

Name of Authorized Agent or Employee, Title, or successor is the Capital Projects Monitoring System (CPMS) contact who is authorized to update the CPMS database on a monthly basis. (*optional*)

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

(Signature)

Date

(SEAL)

ATTEST:

(Municipal Clerk)

Name of Grantee: _____ Project Number: _____

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

Authorized to Sign Grant Agreement	
Name	
Title	
Signature	
Address	
Email	
Phone	
Authorized Officer/Official Representative; To sign Disbursement Requests and All Other Documents	
Name	
Title	
Signature	
Address	
Email	
Phone	
Agent or Employee that will make Monthly CPMS Updates	
Name	
Title	
Signature	Signature Not Required
Address	
Email	
Phone	

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Contract No. 2022-06 between the Village of Taos Ski Valley and the Taos Ski Valley Chamber of Commerce for Fiscal Year 2022

DATE: July 27, 2021

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village of Taos Ski Valley Chamber of Commerce has been supported by the Village lodger's tax collections for many years. The Village works with the Chamber, providing monthly payments to support the work of the Chamber. The Chamber in turn supports the community by advertising the businesses which are located within the Village boundaries. The Chamber contract for FY 2022 includes \$271,041.00 in monthly grant disbursements, divided into monthly payments as requested by the Chamber Director. Additionally, it includes funding for special projects of \$29,000.

RECOMMENDATION: Staff recommends approval of Contract No. 2022-06 between the Village of Taos Ski Valley and the Taos Ski Valley Chamber of Commerce for FY 2022.



**VILLAGE OF TAOS SKI VALLEY
PROFESSIONAL SERVICE CONTRACT
No. 2022-06**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and The Village of Taos Ski Valley Chamber of Commerce, Inc., (hereinafter "CONTRACTOR") on this 1st day of July 2021.

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

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

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

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

1. **Scope of Work:** CONTRACTOR shall provide advertising and promotional services to the VILLAGE as allowed under the Lodgers Tax Act, §3-38-21 and §3-38-21.1 N.M.S.A. 1978 as fully outlined in **Exhibit A**, attached hereto and incorporated by reference herein.

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

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

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

(575) 776-1413

3. **Term:** This contract shall be effective from July 1, 2021, and terminate at 5:00 p.m. on June 30, 2022, unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall not be effective until approved by the VILLAGE Council and signed by the mayor.

4. **Renewal:** VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. **Compensation:** The VILLAGE shall pay CONTRACTOR, under this contract, a sum not to exceed \$300,041.00 for Fiscal Year 2021-22 including any Special Projects as approved by the Lodger's Tax Committee and the Chamber Board of Directors. Monthly payments shall be made to CONTRACTOR in amounts agreed to by the VILLAGE and CONTRACTOR. Quarterly Budget Review of the expenditures made shall be submitted to the CHAMBER BOARD OF DIRECTORS, The Village, and the Lodger's Tax Committee. CONTRACTOR agrees that these funds will be maintained in a separate account and not be commingled with any other money. CONTRACTOR shall maintain complete and accurate financial records of each expenditure of tax revenue made and shall make such records available for inspection upon request of VILLAGE to the VILLAGE Auditors.
6. **Release:** CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. **Appropriations:** This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. **Annual Review:** If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. **Termination:** This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR'S final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
10. **Conflicts Provision:** Should there be any conflict between any term, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.

11. **Work Product:** All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), NMSA. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
12. **Status of Contractor:** CONTRACTOR acknowledges that it is an independent CONTRACTOR and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
13. **Non-Agency:** CONTRACTOR agrees not to purport to bind the VILLAGE to any obligations not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
14. **Confidentiality:** Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
15. **Worker's Compensation:** CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
16. **Taxes:** CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have not liability for payment of such taxes or amounts.
17. **Records-Audit:** CONTRACTOR shall keep, maintain and make available to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. At the request of the VILLAGE, CONTRACTOR will have performed a biennial audit by an outside accounting firm selected by the VILLAGE and the CONTRACTOR.

If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records

shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.

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

26. **Amendment(s) to This Contract:** This contract shall not be altered, changed, modified, or amended, except by instrument, in writing, executed by both parties.
27. **Applicable Law:** This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
28. **Illegal Acts:** Pursuant to Sec 13-1-191, NMSA 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

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

CONTRACTOR'S GRT/CRS NUMBER or

CONTRACTOR'S FED. TAX ID NO. or SSN

VILLAGE OF TAOS SKI VALLEY

CHRISTOF BROWNELL, MAYOR

ATTEST:

ANN M. WOOLDRIDGE, VILLAGE CLERK

TSV CHAMBER OF COMMERCE Budget: July 2021 - June 2022

LODGERS TAX GRANT & SPECIAL PROJECTS

ANNUAL CHAMBER DISBURSEMENT- GRANT	\$271,041.00	Detailed Below
SPECIAL PROJECTS		
Unknown-Expense or Covid related expenses	\$5,000.00	
Chamber Audit (Required)	\$9,000.00	
TSVI TSVC Event Collaboration (Summer Music; Oktoberfest)	\$2,000.00	
Shuttle/Transportation (July 4th, Oktoberfest)	\$13,000.00	
SPECIAL PROJECTS	\$29,000.00	
TOTAL GRANT & SPECIAL PROJECTS	\$300,041.00	

6000 GRANT EXPENSES

6100 MARKETING

6101 Graphic Design Wahoo	\$7,968.00
6102 Photography	\$14,121.00
6104 Printing	\$13,363.00
6105 Advertising, digital marketing	\$29,399.00
6124 Member Services, Blogs, Sponsorship	\$22,000.00
6128 Web Site Maintenance	\$10,000.00
6129 Web Marketing, SEO, Social Media, Member Digital Support	\$23,500.00
6132 Info Booth (Year-round), Admin Support Wage Expense	\$54,000.00
6138 Grant Payroll Tax Expense	\$4,400.00
6151 Postage, Distribution	\$12,000.00
6152 Dues, Memberships	\$1,000.00
6153 Meetings Conventions Education	\$1,000.00
6154 Entertainment & Meals	\$1,000.00
6200 Trade Show Collaboration	\$4,800.00
Marketing Expenses	\$198,551.00
Marketing Director 50% Salary	\$28,300.00
Total 6100 MARKETING with Marketing Director 50% Salary	\$226,851.00

6300 EVENT EXPENSES

6301 Up & Over 10K Trail Run	\$11,000.00
6302 July 4th Expense	\$3,000.00
6310 Event Contractors	\$2,000.00
Total 6300 EVENT EXPENSES	\$16,000.00

6400 GRANT - CHAMBER ADMIN EXPENSES

6401 Supplies + Materials	\$3,000.00
6402 Internet Charges	\$2,300.00
6403 Telephone	\$900.00
6404 Computer Software (mailchimp, moz pro, adobe, GoogleMail)	\$3,750.00
6405 Bank + Credit Card fees	\$500.00
6406 Mileage	\$1,200.00
6408 Equipment Maintenance + Repairs	\$400.00
6410 Storage	\$1,140.00
6412 Rent	\$6,600.00
6415 Accounting Fees and Software	\$7,300.00
6416 Insurance liability	\$1,100.00
Total 6400 GRANT - CHAMBER ADMIN EXPENSES	\$28,190.00

TOTAL 6000 GRANT EXPENSES \$271,041.00

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

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

DATE: July 27, 2021

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village has many contracts with outside contractors for ongoing and on-call projects and services. As stated below these are the FY2022 contracts which will be renewed along with the services they provide and a contract amount or not to exceed amount (NTE):

Above \$20,000

Precision Electric	7/1-6/30/2022 On-Call Electric	(NTE) \$59,000
Ray's Septic	7/1-6/30/2022 Tank Pump @ TML	(NTE) \$59,000
Plummer Engineering	7/1-6/30/2022 On-Call Gen. Service	(NTE) \$50,000
Plummer Engineering	7/1-6/30/2022 On-Call Water Service	(NTE) \$50,000
SW Accounting	7/1-6/30/2022 FY21 Audit	(NTE) \$30,000
Red Tail Survey	7/1-6/30/2022 On-call surveyor	(NTE) \$25,000

Less Than \$20,000:

Olsen, Lisa	7/1-6/30/2022 Bookkeeping	(NTE) \$19,900
Burt & Company CPA's	7/1-6/30/2022 Accounting	(NTE) \$ 15,000
Jenkins, Mika	7/1-6/30/2022 Office cleaning	(NTE) \$ 5,000
Good Riddance	7/1-6/30/2022 Pest Control	(NTE) \$ 3,000
Burt & Company CPA's	7/1-6/30/2022 Audit-Lodgers Tax	(NTE) \$ 2,000
Anchor Built	7/1-6/30/2022 Underground	Per Task Order

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



VILLAGE OF TAOS SKI VALLEY PROFESSIONAL SERVICE CONTRACT

Contract No. VTSV – 2021-07

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

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

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

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

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

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

Trench	Width	Width	Width	Width	Width	Width
Depth	1ft	2ft	3ft	4ft	6ft	8ft
2ft	\$ 8.45	\$ 9.10	\$ 9.75	\$ 13.22	\$ 15.82	\$ 18.53
3ft	\$ 8.45	\$ 9.10	\$ 9.10	\$ 13.22	\$ 15.82	\$ 18.53
4ft	\$ 9.75	\$ 10.40	\$ 11.05	\$ 14.43	\$ 17.16	\$ 18.53
5ft	\$ 10.40	\$ 11.05	\$ 11.70	\$ 15.86	\$ 19.24	\$ 27.95
6ft	\$ 11.70	\$ 13.65	\$ 20.80	\$ 29.90	\$ 40.30	\$ 49.99
8ft	\$ 13.00	\$ 14.30	\$ 25.35	\$ 35.10	\$ 45.63	\$ 54.60
10ft	\$ 20.80	\$ 24.05	\$ 34.84	\$ 44.20	\$ 54.60	\$ 63.70
12ft	\$ 22.75	\$ 27.30	\$ 38.69	\$ 47.81	\$ 58.24	\$ 67.28

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

AnchorBuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452

3. Term. This contract shall be effective for twelve (12) months from the date first entered above unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract expires June 30, 2022.

4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract 3 more years subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. Compensation. The VILLAGE shall pay CONTRACTOR under this contract, per rates provided by CONTRACTOR and attached hereto, upon acceptance of invoice.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. Termination. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
10. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
11. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
12. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
13. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
14. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
15. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.

16. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts. The Contractor will charge the appropriate Gross Receipts Taxes on each invoice.
17. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.
18. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain general liability insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
19. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
20. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
21. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
23. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

CONTRACTOR:



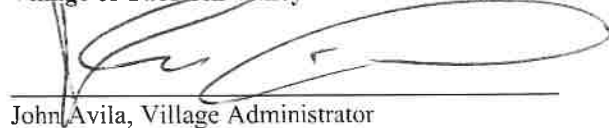
02-387068-00-0

Contractor's GRT/CRS Number OR

85-0458459

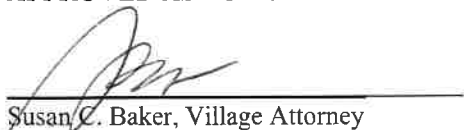
Contractor's Fed. Tax ID No. or SSN

Village of Taos Ski Valley



John Avila, Village Administrator

APPROVED AS TO FORM:



Susan C. Baker, Village Attorney

ATTESTED TO BY:



Ann M. Wooldridge, Village Clerk

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Introduction: **Ordinance No. 2022-72** Adopting Regulations for the Use, Sale, Production, Manufacturing, and Cultivation of Marijuana

DATE: July 27, 2021 Regular Village Council Meeting

PRESENTED BY: Susan Baker, Village Attorney

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND:

The proposed ordinance creates regulations regarding the use, sale, production, manufacturing, and cultivation of marijuana. According to the New Mexico Cannabis Regulation Act (“the Act”), the Village has the authority to regulate the “time, place and manner” of marijuana uses within the Village’s jurisdictional limits. The Act does not specify limitations on the Village’s authority, except that the Village cannot require a marijuana establishment to be located more than three hundred (300) feet from a school, and that marijuana establishments cannot be prohibited. The State is currently enacting rules to address more specifics regarding marijuana licensure and local authority. These rules should be finalized sometime in mid-August. The State has authorized local governments to require business licenses for a marijuana establishment and to enact zoning regulations to ensure that these establishments are compatible with the surrounding neighborhood. The State prohibits a local government from enacting a moratorium on marijuana establishments, even if zoning and other regulations are not in place.

The Act provides for State licensure of all marijuana establishments. The licenses for production, manufacturing, and cultivation are to be available no later than September 1, 2021, and the State will begin to process applications at that time. The licensure of retail sales is to begin in the spring of 2022. However, if an establishment obtains its license for production, manufacturing, or cultivation in September from the State, it can legally convert part of its premises to retail at a later date. State officials have also indicated that they may try to get licensure of retail establishments in place prior to the spring of 2022. Therefore, it is important that the Village have its own comprehensive regulations in place by September 1, 2021, or shortly thereafter. Without local regulations, there could be a legal argument that once a business obtains the State license, it could locate in the Village as it sees fit. Local licensing also allows the Village more enforcement authority if the State’s enforcement capacities are overwhelmed in the coming year. The State is allowed up to ninety days to issue a marijuana establishment license once an application has been received but intends to process applications in a much shorter time frame.

The proposed Village ordinance is a first step. Because the State’s rulemaking is not completed, there are still many grey areas regarding a local authority’s ability to regulate

cannabis. For this reason, the proposed ordinance sunsets in January 2022, and allows the Village to bring its local regulations into compliance with the State, as appropriate. It will also be necessary for the Village to make some slight modifications to its zoning regulations to address marijuana establishments. These amendments will first be considered by the Planning Commission in August or early September, with the hope of bringing a final ordinance regarding zoning and land use regulations to the Council in late September. The Act does not allow the Village to force a marijuana establishment to move, once it has already obtained a State license and located within the Village.

The proposed ordinance provides for a local marijuana business license and requires the applicant to meet certain conditions such as establishing a permanent bricks and mortar/legal location, spacing between establishments, avoidance of noxious odors, compatibility with adjacent businesses or residences, hours of operation, ventilation, and limiting displays of marijuana products on the outside of the establishment (the State has dictated that the Village cannot limit signage, except as set forth in our signage regulations). The license fee is \$250 dollars, which mirrors the amount the Village has historically charged for a local liquor license. The ordinance also limits marijuana use in public places such as sidewalks, parking lots, and the Village Plaza.

The Act allows for a marijuana establishment to have consumption areas on site or on adjacent grounds, provided the business has obtained a "consumption license, which is separate and distinct from the licensure of retail, production/manufacturing, and cultivation. A local government is also allowed to regulate consumption areas. The proposed ordinance defers to State licensing in relation to consumption areas. However, if the Council wishes, we could amend it to allow the Village more regulatory authority over on-site use of marijuana products. State law prohibits a marijuana establishment to be located on the same premises as, or combined with, a licensed alcohol establishment. It does allow marijuana to be combined with other retail uses.

Because marijuana operations are known to have a pungent smell and may use strong chemicals in production and manufacturing, it is important to enact zoning regulations to limit their effects on adjacent businesses and residents. The Village will also ensure limitations on discharge into the wastewater treatment system. For this reason, allowing for a "home business cannabis" operation is probably not compatible with a residential neighborhood. However, regarding personal use of marijuana, the Act allows for six mature plants and six immature plants per person, for a maximum of twelve plants per household. The proposed ordinance prohibits commercial operations in a residential area, and these prohibitions will also be outlined in the zoning ordinance amendments.

The ordinance adopts a penalties provision, which will apply to illegal use in public places and violation of the local limits on growing for personal use. It will also apply to sellers, producers or growers who do not have a State license. Where an establishment has a State license in place, the Act provides that no criminal penalties may apply. Therefore, the ordinance allows for the revocation of a local business license (rather than criminal penalties) where a State license is already in place.

STAFF RECOMMENDATION:

Staff recommends discussion of the proposed ordinance and adoption by first reading if appropriate. Staff hopes to have a second reading of the ordinance scheduled for late August or sooner, so that Village regulations are in place prior to the September 1, 2021 deadline.

**VILLAGE OF TAOS SKI VALLEY
ORDINANCE NO. 2022-72**

AN ORDINANCE OF THE VILLAGE OF TAOS SKI VALLEY ADOPTING REGULATIONS REGARDING THE SALE, PRODUCTION, DISTRIBUTION, MANUFACTURING, CULTIVATION AND USE OF MARIJUANA IN THE VILLAGE; ESTABLISHING A LOCAL MARIJUANA BUSINESS LICENSE; CREATING RULES REGARDING THE ISSUANCE OF A LOCAL MARIJUANA BUSINESS LICENSE; ESTABLISHING REGULATIONS FOR THE USE OF MARIJUANA ON PUBLIC PROPERTY AND IN PUBLIC PLACES; LIMITING THE SALE, PRODUCTION, MANUFACTURE AND CULTIVATION OF MARIJUANA AND MARIJUANA INFUSED PRODUCTS TO CERTAIN ZONE DISTRICTS; LIMITING GROWING AND CULTIVATION IN RESIDENTIAL AREAS TO PERSONAL USE ONLY; AND ENACTING A SUNSET PROVISION

WHEREAS, the Council of the Village of Taos Ski Valley finds that the retail sale, production, manufacturing, distribution, and cultivation of marijuana and marijuana infused products may be harmful to the public health, safety and welfare if not locally regulated based upon “time, place, and manner” restrictions;

WHEREAS, local governments are authorized by the State of New Mexico to regulate “time, place, and manner” in relation to marijuana as set forth in the New Mexico Cannabis Regulation Act, as amended;

WHEREAS, the Village Council finds and declares that marijuana issues are a matter of local concern and municipal interest, recognizing the Village’s police and zoning powers under NMSA Sections 3-17-1, 3-18-1, and 3-21-1.

WHEREAS, this Ordinance is designed to protect the public health, safety and welfare from the potentially adverse effects of marijuana, while allowing for its sale, production, manufacturing, distribution, cultivation, and use in accordance with New Mexico law and the Village’s local regulatory authority.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:

Section I. Purpose.

This Ordinance adopts local regulations, in addition to those in the Village’s Zoning Regulations, Ordinance No. 17-30, regarding the sale, production, distribution, manufacture, cultivation and use of recreational marijuana within the Village of Taos Ski Valley.

Section II. Definitions.

The following definitions apply throughout this Ordinance and supplement the definitions provided in the New Mexico Cannabis Regulation Act, as amended.

(1) "Adjacent grounds" means all areas that the licensee has an exclusive right to possess by virtue of his ownership or lease, which are outside the enclosed licensed premises, but adjacent and contiguous to the licensed premises, including but not limited to porches, patios, decks, entryways, lawns, parking lots, and similar areas and all fixed and portable things in those areas, including but not limited to lights, signs, speakers, and security devices.

(2) "Approve a business license" means to find that the requirements for a license have been met, but does not give the applicant the right to operate a marijuana establishment in the Village until the license is issued. This standard applies even where the applicant has already obtained a State of New Mexico marijuana license.

(3) "Character and record" includes all aspects of a person's character and record, including but not limited to moral character, criminal record, serious traffic offenses, record of previous sanctions against liquor licenses, gambling licenses, or marijuana licenses, which the person owned, in whole or in part, or in which the person served as a principal, manager, or employee; education, training, experience, civil judgments, truthfulness, honesty, and financial responsibility.

(4) "Complaint" means a document filed with the Village seeking sanctions against a marijuana business license.

(5) "Contiguous" means located within the same building as the marijuana establishment, located in a separate building on the same parcel of land as the marijuana establishment, or located in a separate building on a separate parcel of land that is adjacent to and shares at least fifty percent (50%) of a common lot line with the lot on which the marijuana establishment is located.

(6) "Employee" means the licensee's or proposed licensee's employees.

(7) "Harm" or "harmful to public health, safety or welfare" means any matter that adversely affects the health, safety, or welfare of any person or group of persons within the Village or any adjacent community, including but not limited to matters related to crime, lighting, security, traffic, graffiti, litter, parking, and noise. A showing of actual harm shall not be required and a showing of potential or threatened harm shall be sufficient. Any violation of any criminal statute or ordinance is per se substantially harmful to public health, safety, and welfare, without any showing of actual or threatened harm. The mere possession, advertising, sale, cultivation, processing, smoking, or ingestion of marijuana or marijuana infused products, when performed lawfully, shall not in itself be considered harmful to public health, safety, and welfare.

(8) "In public" means any area that the public may generally enter, including any business open to the public. The term includes the licensed premises and the adjacent grounds if the marijuana establishment has not also obtained a consumption license from the State of New Mexico. The

term includes persons in motor vehicles located in a public place. It also includes property owned or leased by the Village, State or Federal government.

(9) "Issue a business license" means to finalize the Village's local license after a previous approval of the license, and may or may not occur after approval of the license, depending on any completions, inspections, approvals, or conditions that the Village may require to be satisfied before issuance. Issuance gives the licensee the ability to operate a marijuana facility, provided that the licensee also obtains a valid State of New Mexico license.

(10) "License" under this Ordinance means a local business license issued by the Village of Taos Ski Valley for the sale, production, manufacturing, cultivation, or distribution of marijuana or marijuana infused products.

(11) "Licensee" means the person or entity holding a local Village marijuana business license under this Article.

(12) "Licensed premises" means the area inside a building in which the cultivation, manufacture, processing, infusion, possession, weighing, display, packaging, sale, and exchange of marijuana and marijuana infused products is licensed under this Ordinance.

(13) "Marijuana", except where the context clearly indicates otherwise, means growing marijuana plants, harvested marijuana in any state, and marijuana infused products of all kinds, including for medical use. For the purpose of this Ordinance, the term marijuana and medical marijuana are interchangeable.

(14) "Marijuana Establishment" means an entity licensed by the Village pursuant to this Ordinance and may include any of the following:

(a) A single retail location where the licensee may sell marijuana and marijuana infused products to consumers, including edibles. It includes both recreational and medical marijuana.

(b) An offsite manufacturing and production facility at which the licensee may manufacture and produce marijuana and marijuana infused products, which are not sold on location but are sold or transferred to consumers at other locations. It includes both recreational and medical marijuana.

(c) A cultivation facility at which the licensee may grow or cultivate marijuana and marijuana infused products, which are not sold on location but are sold or transferred to consumers at other locations. It includes both recreational and medical marijuana.

(d) A combined retail, production, and manufacturing location where the licensee may produce and manufacture marijuana and marijuana infused products, including edibles, and also sell these products to consumers at the same location. It includes both recreational and medical marijuana.

(e) A combined retail, production, manufacturing and cultivation/growing location, where the licensee may cultivate and grow marijuana, produce and manufacture marijuana,

including marijuana infused products and edibles, and also sell these products to consumers at the same location. It includes both recreational and medical marijuana.

(15) "Marijuana license" means any of the licenses described in this Ordinance, as amended.

(16) "Operate" or "operation" means the matters described in this Ordinance, as amended.

(17) "Person" means any natural person and any entity.

(18) "Principal" means:

(a) In the case of any entity, including any general or limited partnership, corporation, limited liability company, or other entity: any person who has a five percent (5%) or greater interest in the ownership of the entity, and any person who has the day-to-day authority to or actually does manage the entity's finances.

(b) In the case of a corporation: the persons described as a representative or applicant for any entity and the president, vice president, secretary, chief executive officer, chief financial officer, and any person who holds five percent (5%) or more of the capital stock of the corporation.

(c) In the case of a limited liability company: the persons described as a representative or applicant for any entity and any member of the limited liability company.

(d) In the case of a sole proprietorship, the individual owner.

(19) "Public property" means property that is occupied, owned, controlled or operated by the Federal, State, or Village government.

Section III. General Requirements.

(1) It shall be unlawful to use, sell, manufacture, cultivate, produce or distribute marijuana on public property within the Village of Taos Ski Valley.

(2) Marijuana establishments shall not allow a person to consume marijuana on site, or on adjacent grounds, except as where authorized by the New Mexico Cannabis Regulation Act, as amended, including obtaining a consumption license.

(3) Marijuana establishments shall provide for proper and secure disposal of all marijuana products and byproducts, and shall abide by the Village's regulations regarding rubbish and discharges into the municipal wastewater system.

(4) Marijuana establishments shall not emit fumes, dust, odors or vapors into the environment or disturb adjacent uses.

(5) Marijuana establishments shall not display or keep visible from outside the licensed establishment any marijuana products or paraphernalia.

Section IV. Establishing a Village Marijuana Business License.

This Ordinance establishes a local Village marijuana business license and distinct rules for the licensing of recreational marijuana and marijuana infused products within the Village of Taos Ski Valley. These local rules and regulations are in addition to licensing requirements established by the State of New Mexico and are necessary for the Village to initiate "time, place and manner" restrictions as authorized by the New Mexico Cannabis Regulation Act, as amended.

This Ordinance establishes the Village's local marijuana business license for the sale, production, distribution, cultivation of marijuana and marijuana infused products, within the Village's jurisdictional limits. The Village shall have the authority to grant or deny a local Village marijuana business license as set forth herein.

Section V. Requirements of the Village Marijuana Business License.

(1) The Village of Taos Ski Valley, as the local marijuana business licensing authority, shall have the following powers and authority:

(a) To issue, deny, or revoke a Village marijuana business license and renewals of the same, and where necessary, to conduct public hearings related thereto.

(b) To impose any sanctions on a Village marijuana business license, including revocation, upon its own authority and initiation, or in response to a complaint by any person for any violation by the licensee after investigation and a public hearing, at which the licensee shall be afforded an opportunity to be heard. Such hearings will allow for the presentation of evidence by the applicant and Village staff and will be followed by the adoption of formal findings and conclusions.

(c) To adopt application forms, fees, and submission requirements for a Village marijuana business license.

(2) No person or corporate entity may operate a marijuana establishment within the Village without first obtaining a Village marijuana business license.

(3) All licenses will be administered and approved by the Village provided that the applicant has met all conditions and requirements established herein, and paid the licensing fee of \$250.00.

(4) It is illegal to operate a marijuana establishment in the Village without first obtaining a local Village marijuana business license.

(5) Upon issuance, the Village's marijuana business license shall be displayed within the premises and be visible to public view.

Section VI. General Licensing Requirements.

In order to obtain a Village marijuana business license under this Ordinance, the applicant must demonstrate the following:

- (1) The proposed licensed premises and adjacent grounds meet all requirements for issuance of a State of New Mexico marijuana license and all applicable laws and regulations.
- (2) The applicant shows proof of a valid State of New Mexico marijuana license.
- (3) The applicant has met all requirements, including payment of any applicable taxes and fees, both state and local.
- (4) The applicant has obtained a separate Village business license for any other business activity that will also be operated on the licensed premises and paid all applicable license fees.
- (5) The premises and adjacent grounds are not licensed or operated as an establishment for the sale or service of alcohol beverages, or as a massage parlor, a dance hall, adult business, or an amusement facility.
- (6) The applicant has submitted an application for a Village marijuana business license, on the established forms, that the Village Clerk has determined is complete.
- (7) In the case of a retail marijuana establishment, the applicant has demonstrated that the proposed licensed premises is located on or within property zoned or used as Industrial, Light Industrial, or Commercial. A combined retail and production, manufacturing or growing establishment is not allowed in a Commercial zone, or as otherwise specified in the Village's land use and zoning regulations.
- (8) In the case of a marijuana establishment that is manufacturing, producing, or cultivating for commercial use (non-personal use), and even where combined with a retail marijuana establishment, the applicant has demonstrated that the proposed licensed premises is located on or within property zoned or used as Industrial or Light Industrial, or as otherwise specified in the Village's land use and zoning regulations, including those uses subject to a special use permit.
- (9) In the case of a marijuana establishment that is manufacturing, producing, or cultivating, and even where combined with a retail marijuana establishment, the applicant shows adequate water resources and applicable permits, as approved by the Village, or as required under the laws of the State of New Mexico.
- (10) The applicant must demonstrate that the location of the proposed licensed premises is no less than five hundred (500) feet from any other licensed marijuana establishment. Measurements shall be made from any wall of the two (2) proposed or existing licensed premises.
- (11) The applicant must demonstrate that the proposed licensed premises are not located within three hundred (300) feet of any public or private school or other childcare facility. The distances referred to in this paragraph are to be computed by direct measurement from the nearest property line of the land used for a school or campus, to the nearest portion of the lot that is the situs of the building that is proposed for a licensed premises.
- (12) The applicant agrees to operating hours not earlier than 9:00AM, nor later than 9:00PM.

(13) All proposed licensed premises, adjacent grounds, and related parking facilities which are located on Federal land within the Village are required to abide by applicable Federal law.

(14) The application for a Village marijuana business license must specify the type of marijuana establishment involved, whether retail, manufacturing, production, cultivation, or a combination of these.

Section VII. Personal Requirements for the Village Marijuana Business Licensee.

(1) The applicant for a Village marijuana business License, principals, registered manager, and employees must meet all requirements under New Mexico State law.

(2) The applicant, principals, registered manager, and employees must be at least twenty-one (21) years of age.

(3) The applicant, principals, registered manager, and employees all hold valid occupational licenses and registrations as required by the State of New Mexico, including all applicable marijuana licenses.

Section VIII. Specific Requirements Regarding the Premises.

(1) The proposed licensed premises are located in a fixed, permanent, non-portable building and are not located in a movable or mobile structure or in a vehicle, nor is it operated as a home occupation under Village regulations.

(2) The size of the premises is compatible and compliant with the applicable zoning district limitations regarding square footage.

(3) The applicant must have sole legal control of the proposed licensed premises at the time the application is submitted, under a lease that is presently in effect or through present ownership of the proposed licensed premises as shown by a deed or other instrument of record. The applicant must show proof that the lessor has agreed to use of the premises as a marijuana establishment.

(4) All storage, dispensing, manufacture, production, and cultivation activities shall be conducted indoors in a building meeting the requirements of Subsection (1).

(5) Plants, products, accessories, and associated paraphernalia shall not be visible from a public sidewalk or right-of-way.

(6) The proposed licensed premises have a suitable limited access area where the cultivation, display, storage, processing, weighing, handling, and packaging of marijuana and marijuana infused products occurs, which is posted "employees only," and is separated from the areas accessible to the public by a wall, counter, or some other substantial barrier designed to keep the public from entering the area.

(7) The applicant has submitted a security plan for the proposed licensed premises, which has been inspected and approved by the Village's Police Department or Building Official, and showing at least the following minimum-security measures:

- (a) All doors, windows and other points of entry have secure and functioning locks;
 - (b) A locking safe or enclosed secured storage located inside the proposed licensed premises in which any marijuana and marijuana infused products will be secured when the licensed premises are not open to the public;
 - (c) If the licensed premises are connected by any passage or entryway to any other premises, there is a door between the two (2) premises that can be locked from the licensee side and cannot be opened from the other side;
 - (d) A professionally monitored burglar alarm system that detects unauthorized entry of all doors, windows and other points of entry to the proposed licensed premises; and
 - (e) Windows facing the adjacent grounds and lighting of the adjacent grounds sufficient to ensure that customers entering and leaving the licensed premises, entering and exiting parked cars on the adjacent grounds, and walking across the adjacent grounds can be observed by employees from inside the licensed premises.
 - (f) All licensing requirements established by the State of New Mexico.
- (8) The proposed licensed premises and adjacent grounds comply with all zoning, health, building, plumbing, mechanical, fire, and other codes, statutes, and ordinances, as shown by completed inspections and approvals from the Village's Building Official.
- (9) There is sufficient parking available on the proposed adjacent grounds given the size of the licensed premises and the number of employees and customers that can reasonably be expected to be present at any given time, pursuant to applicable provisions of the Village of Taos Ski Valley.
- (10) The proposed licensed premises and adjacent grounds of the licensed premises will be operated in a manner that does not cause any substantial harm to public health, safety and welfare.
- (11) The proposed licensed premises are equipped with a ventilation system with carbon filters sufficient in type and capacity to eliminate marijuana odors emanating from the interior to the exterior discernible by a reasonable person, including to any public property or right-of-way within the Village. The ventilation system must be inspected and approved by the Village Building Official.
- (12) The proposed licensed premises are located in a building that does not share any doors, windows, air passages, vents, ducts or any heating, ventilation, air conditioning, or air handling equipment or structures with any other building or premises whatsoever.
- (13) Walls, barriers, locks, signs and other means are in place to prevent the public from entering the area of the proposed licensed premises utilized for cultivation or production and manufacturing.

(14) No portion of the building in which the proposed licensed premises are located is utilized as a residence.

(15) The proposed licensed premises must ensure that the ventilation system, air filtration, building screening requirements, necessary security apparatus and lighting are all compatible with neighboring businesses and adjacent uses.

(16) Every licensee and its principals, registered manager, and employees have a continuing duty to ensure that the requirements of this Section continue to be met after the license is issued and at all times that the license remains in effect.

(17) The licensee abides by all Village ordinances regarding signage, land use and zoning, water service, and wastewater discharge.

Section IX. Changes to License.

(1) No licensee shall make any of the following major changes without first obtaining the written approval of the Village:

(a) Any transfer of the license or any ownership interest in the licensee entity or license.

(b) Any change in location of the licensed premises.

(c) Any change in the licensee's principals.

(d) Any change in the structure, walls, doors, windows, ventilation, plumbing, electrical supply, floor plan, footprint, elevation, operation, operational plan, patios, decks, safe or vault, locks, surveillance system, doors, window coverings, or security system at the licensed premises.

(e) Any material change to the adjacent grounds, including but not limited to lighting, parking, and traffic flow.

Section X. Cultivation and Growing for Personal Use.

(1) Individuals may possess, cultivate, and grow marijuana in their residence, including in a residential zoning district, but only for their personal use and subject to the following limitations as established under the New Mexico Cannabis Regulation Act, as amended:

(a) An individual must be at least twenty-one (21) years of age.

(b) It is unlawful to grow, cultivate, or process more than the designated number of marijuana plants per person, and per residence set forth in the New Mexico Cannabis Regulation Act, as amended, and any other applicable laws of the State of New Mexico.

(c) A residence shall not emit marijuana odors of any kind.

(d) Any growing or cultivation of marijuana products for personal use shall not be visible to the public.

(e) Any growing, cultivation or production of marijuana or marijuana infused products for personal use shall not be sold or transferred to third parties for future sale.

(f) No marijuana sale, production, distribution, manufacturing or cultivation shall be allowed in a residential zone district, except for personal use and as specifically set forth herein.

Section XI. Revocation of License.

(1) Any person in violation of a local Village marijuana license as set forth herein is subject to revocation for violations of this Ordinance, other Village ordinances, or New Mexico State or Federal laws.

(2) If the Village finds that there is probable cause that a violation has occurred, it shall immediately investigate the alleged violation.

(3) Upon evidence of a violation, the Village shall notify the licensee in writing of the specific allegations and the date of hearing scheduled for the Village Council to consider the revocation or any other appropriate action involving the license.

(4) During the license revocation hearing, the Village Council will hear evidence from Village staff and the licensee. Each party will be given an opportunity to be heard, to present witnesses, to cross examine witnesses, and to present evidence and exhibits in support of his or her case. At the conclusion of the hearing, the Village Council will make formal findings as to the reasons for revoking the license or allowing it to remain in place with conditions.

(5) If a marijuana license issued under this Ordinance is revoked, the licensee must cease doing business immediately, or as prescribed by the Village.

Section XII. Penalties Provision.

To the extent permitted by law, any violation of this Ordinance will result in a citation with penalties of up to \$300 for each separate violation, and with cumulative penalties for each day a violation continues.

Section XIII. Repeal of Conflicting Provisions.

All Village ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any part thereof, are hereby superseded and repealed.

Section XIV. Severability Clause.

If any court of competent jurisdiction or the State of New Mexico finds any provision of this Ordinance to be unlawful, this provision shall be severable and the remainder of this Ordinance shall remain in full force and effect.

Section XV. Publication, Effective Date and Sunset Provision.

This Ordinance will shall be in full force and effect after its adoption, approval, and publication as provided by law.

This Ordinance is set to expire on January 31, 2022, recognizing that it involves a novel issue and an area of law that remains unestablished in the State of New Mexico. In addition, Federal law prohibits the legalization of marijuana to date, and this Ordinance was created solely in response to passage of the New Mexico Cannabis Regulation Act, which legalizes the use, retail sale, cultivation, manufacture, production, and distribution of recreational marijuana in the State.

Prior to its scheduled expiration, the Village Council may enact amendments or approve a second adoption of this Ordinance, either partially or in its entirety.

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2021.

VILLAGE OF TAOS SKI VALLEY, NEW MEXICO

Christof Brownell, Mayor

ATTEST:

Ann Wooldridge, Village Clerk