



**VILLAGE COUNCIL REGULAR MEETING AGENDA
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, JUNE 22, 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 MAY 25, 2021 VILLAGE COUNCIL REGULAR MEETING**
- 5. CONSIDERATION TO APPOINT ROBERT SALAZAR AS A POLICE OFFICER 2 FOR THE VILLAGE OF TAOS SKI VALLEY**
- 6. CITIZEN'S FORUM** –for non-agenda items only. Limit to 5 minutes per person (please email awooldridge@vtsv.org to sign up)
- 7. COMMITTEE REPORTS**
 - A. Planning & Zoning Commission
 - B. Public Safety Committee
 - C. Firewise Community Board
 - D. Parks & Recreation Committee
 - E. Lodger's Tax Advisory Board
 - F. Capital Advisory Infrastructure Committee
- 8. REGIONAL REPORTS**
- 9. MAYOR'S REPORT**
 - A. Proclamation for the Village of Taos Ski Valley's 25th Anniversary
- 10. 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
- 11. OLD BUSINESS**
- 12. NEW BUSINESS**
 - A. Consideration to Approve Agreement with the NM Department of Transportation for FY 2022 Local Government Road Fund Cooperative Agreement (COOP) Award
 - B. Consideration to Approve Agreement with the NM Department of Transportation for 2022 (MAP) Municipal Arterial Program Award
 - C. Consideration to Approve **Resolution No. 2021-477** Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and between the Village of Taos Ski Valley, New Mexico and the New Mexico Finance Authority for a Fire Department Apparatus and Related Equipment
 - D. Introduction: **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
 - E. Discussion of Proposed *Draft* Village Ordinance No. 2021-70, Repealing Resolution No. 2007-128 and Resolution No. 04-88, and Establishing Connection Fees for the Village Water and Sewer Systems

F. Introduction of Development Impact Fee Update Study

**G. Discussion of Final VTSV 2021-2022 Budget Including Direction for Budget Changes
Anticipated for Fiscal Year 2022**

13. MISCELLANEOUS

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

15. ADJOURNMENT

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



Village of Taos Ski Valley
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**VILLAGE COUNCIL REGULAR MEETING
MINUTES
VIA ZOOM TELE CONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, JUNE 22, 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 Staggs
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 with the amendment to remove item 12. F, Introduction of Development Impact Fee Update Study

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

4. APPROVAL OF THE MINUTES OF THE MAY 25, 2021 VILLAGE COUNCIL REGULAR MEETING

MOTION: To approve the minutes as presented

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

5. CONSIDERATION TO APPOINT ROBERT SALAZAR AS A POLICE OFFICER 2 FOR THE VILLAGE OF TAOS SKI VALLEY

Per NM State Statute (NMSA) Section 29-1-9, each Police Officer shall receive, from the Governing Body, an appointment in writing as a Police Officer of the municipality. The appointment shall be made by the Mayor with the approval of a majority of all members of the Governing Body. This appointment, usually referred to as a "commission", is necessary to give the officer the authority to assume police powers within the municipality.

MOTION: To approve the appointment of Robert Salazar as Police Officer 2 for the Village of Taos Ski Valley

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

The officer will take his oath of office in person in the next few days.

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

A. TSVI CFO Chaz Rockey expressed his concern that the Village doesn't have a plan of finance. He said that TSVI could take the lead and work with advisors at Stifel as well as with Village staff to develop a plan. Mr. Rockey said that TSVI could also assist in reviewing items for the CIP, projecting out for 10 years. He said that this could prove to be mutually beneficial.

7. **COMMITTEE REPORTS**

A. **Planning and Zoning Commission** –Commission Chair Wittman reported that the Commission met on June 7, 2021. The consideration to recommend to Council approval of the draft utility connection ordinance failed by a vote of 4-2. The update to the Development impact fee study was presented and discussed. In Miscellaneous matters, administrative approval has been granted for a deck at Alpine Village Suites. The next meeting is planned for July 12, 2021, which may be a joint meeting of the Planning & Zoning Commission and the Council to discuss the development impact fee study and the draft utility connection ordinance.

B. **Public Safety Committee** – Chairman Neal King reported on Public Safety Committee and Firewise Board activity, such as discussion of sending a letter to the community communicating the need to be aware of bears near or in the Village. More discussion took place about hiring two paid part-time EMS/Fire personnel. A Firewise resolution is still being developed. There was some concern about the size of the possible new fire truck as there are several tight spaces for turning around on Village roads.

C. **Firewise Community Board of Directors** -see above

The next meetings will take place on Monday July 12, 2021 at 10:00 a.m. and 11:00 a.m., respectively.

D. **Parks & Recreation Committee** – The Committee has installed the volleyball court by the Bavarian and is working on other summer projects, including a new restroom at Hiker Parking.

E. **Lodger's Tax Advisory Board** –Co-Chair Stagg reported that the Board had not met but that there had been a request from the Village and the Chamber to approve \$20,000 of lodger's tax money for summer shuttle service for 6 days during the summer, including the July 4th weekend. The Board had discussed this at a previous meeting and voted by email to approve the expenditure. The next meeting date has not been set.

F. **Capital Infrastructure Advisory Committee** – Director Nicholson reported that he CIAC had completed its work and had approved a draft development impact fee schedule and accessory report. This will be presented soon. The next meeting of the CIAC will occur on July 7, 2021.

8. **REGIONAL REPORTS**

Director Nicholson reported that application was made to the Regional Transportation Board for \$3.7 million for the Twining Road project and the project was ranked second. Details of a possible award should be forthcoming later in the summer.

Mayor Brownell reported that the Landfill Board had not been in agreement with a plan. Eagle Nest will not participate, so Mayor Brownell recommended that the Village develop its own recycling program, perhaps working with TSVI.

At the IGC meeting, information on methods to implement regulations for cannabis sales and growth were presented.

9. **MAYOR'S REPORT**

A. Proclamation for the Village of Taos Ski Valley's 25th Anniversary.

Mayor Brownell read his Proclamation for the July 4th celebration and the Village's 25th anniversary. He said that it should be a busy holiday and encouraged the community to attend and celebrate.

10. **STAFF REPORTS**

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

Clarification of the one quarter of GRT that was unidentified on the pie chart is a new “professional and scientific” category.

Chief Molina said that the US Forest Service has placed stage 1 fire restrictions but is allowing campfires in the developed campgrounds. If Taos County places fire restrictions, the Village may consider placing restrictions also, but not at this time.

Director Martinez explained that adjustments are still being made on the operations at the Wastewater Treatment Plant, but he feels that eventually the workings can be fine-tuned.

Attorney Baker explained that she is working with Director Nicholson to develop regulations for licensing cannabis growing and sales establishments.

11. OLD BUSINESS

12. NEW BUSINESS

A. Consideration to Approve Agreement with the NM Department of Transportation for FY 2022 Local Government Road Fund Cooperative Agreement (COOP) Award

Village Administrator Avila said that the Village has applied annually for the NMDOT COOP/LGRF grant to address roads and road infrastructure. The Village Council passed Resolution No. 2021-467 at its February 23, 2021 Council meeting approving making application for funding. Improvements to Village-wide roads were listed in the application resolution. Any number of improvements and maintenance are fundable with the NMDOT COOP grant. The funding is for pavement rehabilitation/improvements, drainage improvements, and blading and shaping various Village roads as described. Drainage and dust control remain high priority tasks for Village roads.

The project will need funding in the Village FY 2022 budget in order to meet the Village required match. The project has been awarded \$75,003, with the NMDOT share of \$56,252, and the Village matching share of \$18,751.

MOTION: To Approve Agreement with the NM Department of Transportation for FY 2022 Local Government Road Fund Cooperative Agreement (COOP) Award

Motion: Councilor King

Second: Councilor Wittman

Passed: 4-0

B. Consideration to Approve Agreement with the NM Department of Transportation for 2022 (MAP) Municipal Arterial Program Award

The Village of Taos Ski Valley applied for the NMDOT MAP cooperative grant and has been awarded a project intended for Twining Road of \$124,444. The Village required match is \$31,111 and NMDOT share is \$93,333.

The project is in line with the Twining Road design concept from Huitt Zollar, as the preliminary study information was used to apply for the grant funding. The project is anticipated to address, but is not limited to, design and construction of roadway facilities to address drainage issues at the lower end of Twining Road. It also may address the transition from the proposed “Bison” entry road.

The project will need funding in the Village FY 2022 budget in order to meet the Village required match. Application for NMDOT funding was approved by the Council at its February 23, 2021 meeting by Resolution 2-21-468.

MOTION: To Approve the Agreement with the NM Department of Transportation for 2022 (MAP) Municipal Arterial Program Award

Motion: Councilor King

Second: Councilor Wittman

Passed: 4-0

C. Consideration to Approve Resolution No. 2021-477 Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and between the Village of Taos Ski Valley, New Mexico and the New Mexico Finance Authority for a Fire Department Apparatus and Related Equipment

At the regular Council meeting held on May 25, 2021, Council approved Resolution No. 2021-476 approving the application for an NMFA loan of \$454,115.50 for a Fire Department apparatus and related equipment, to be paid by State Fire Grant Funds. The Finance Authority Board of Directors approved the loan to the Village on May 27, 2021.

This Resolution is a required document that allows the Village to enter a debt obligation with the NMFA. It provides all details of the agreements and loan including the revenue pledge for the loan, which are Fire Fund Revenues, the intercept agreement, which allows the NMFA to be paid directly from the state treasurer, it also approves the terms and interest rates, amongst other necessary actions in connection with the execution and delivery of the loan agreement and intercept agreement. The interest rate is 0.62%.

MOTION: To Approve Resolution No. 2021-477 Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and between the Village of Taos Ski Valley, New Mexico and the New Mexico Finance Authority for a Fire Department Apparatus and Related Equipment

Motion: Councilor Wittman

Second: Councilor King

Further discussion took place. Concerns were expressed about whether a new truck was actually needed, but if so, would this really be the right truck.

**The vote was called.
the affirmative.**

**Tied: 2-2 (Councilors King and Stagg voted nay.) Mayor Brownell voted in
Passed 3-2**

It was clarified that approving the loan is not approval to purchase the equipment. This would have to be done separately.

D. Introduction: 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 explained that Village Ordinance No. 2020-10 became effective June 1, 2020, and now needs amendment to include the updated version of the 2018 New Mexico Energy Conservation Codes. At the time of the previous Ordinance, the State of New Mexico Construction Industries Division had in effect the 2009 New Mexico Energy Conservation Code. The 2009 International Energy Conservation Code (IECC) is the model code adopted under that authority.

This Ordinance will be brought to the next Regular Council meeting to be voted on following a Public Hearing.

E. Discussion of Proposed Draft Village Ordinance No. 2021-70, Repealing Resolution No. 2007-128 and Resolution No. 04-88, and Establishing Connection Fees for the Village Water and Sewer Systems

In 2019, the Village of Taos Ski Valley started the process of correcting ordinances and resolutions to better align with State statute by separating connection fees from system development fees. An Ordinance establishing connection fees, was presented at the Council Meeting of May 14, 2019 and was remanded by Council to the Planning and Zoning Commission for discussion and recommendation. This proposed Ordinance was revised and presented to the Planning and Zoning Commission on May 3 and June 7, 2021, as Ordinance 2021-70.

The connection fee is related to the hydraulic capacity of the water system and represents the contributive share of the fixed cost to operate the facilities. Director Martinez said that connection fees are designed to recover the materials and labor cost of connecting a customer to the nearest water or sewer line and that the fees cover the cost of connecting to the existing water and sewer systems, including administrative surcharges. The fee is charged for the customer to buy into what is already in the ground.

The fees themselves have been adjusted downwards since presentation to the P&Z Commission, and language has been removed implementing an annual increase of 3% to the fees.

These are different than system development charges, which are designed to cover the costs of capital outlay for future development.

Councilors expressed concern about the process and not knowing how all the new fees would fit together.

Councilors were urged to give direction to Village staff. If a new Ordinance is required, it was suggested that the current fees be adopted by Ordinance. Other concerns about agreements that may be in place were expressed.

F. Introduction of Development Impact Fee Update Study

This item had been removed from the agenda.

G. Discussion of Final VTSV 2021-2022 Budget Including Direction for Budget Changes Anticipated for Fiscal Year 2022

Village Administrator Avila explained that the Village of Taos Ski Valley may include changes to its FY22 budget before final budget approval at the July Council meeting. Direction to make recommended changes, such as to decrease expenses in Capital Expense from \$230,000 to \$30,000 Fund 03, Outside Contractor Expense from \$256,000 to \$156,000 Fund 03, and Outside Contractor Expense from \$300,000 to \$100,000 Fund 44, could be approved. Also, an increase in expenses to cover the Village match requirements of \$18,751 for NMDOT COOP, and \$31,111 for NMDOT MAP agreements.

The new EMS/Fire positions should be considered for funding at the 20-30-hour range, as the requirements to have an additional certified Fire Inspector and Fire Investigator will require more hours for duties. Duties will include primarily EMT/Fire tasks and training but must also include training and certification as either a Fire Inspector or Fire Investigator. Without providing staffing for Fire Inspector or Fire Investigator duties, the Village will lose the approximately \$80,000 funding each year. Adding another \$20,000 to the 09-EMS budget is recommended.

Changes are also required to accurately reflect the costs of employees being compensated with housing as that value must be reported and recorded as if it were salary. The market value of the housing benefit will mean that approximately \$15,000 to \$20,000 dollars is added to an employee's salary. Even a part time employee will have additional salary reporting and most likely have benefit costs associated with their compensation due to the cumulative value of the housing and salary benefit.

Discussion took place on the various items.

13. MISCELLANEOUS

A. Councilor King suggested that the Village hold a "Jean Mayer Day" at some point soon.

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

The next meeting of the Village Council will be a joint meeting with the P&Z Commission on July 12, 2021. (This was later changed to a Special Council Meeting with P&Z Commissioners encouraged to attend.) The Council Regular Meeting will be held on Tuesday, June 22, 2021 at 2:00 p.m. via Zoom.

15. ADJOURNMENT

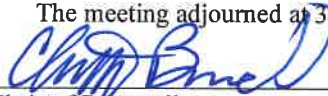
MOTION: To Adjourn

Motion: Councilor Wittman

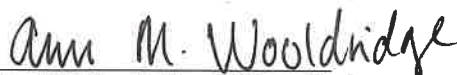
Second: Councilor King

Passed: 4-0

The meeting adjourned at 3:47 p.m.



Christof Brownell, Mayor

ATTEST: 
Ann M. Wooldridge, Village Clerk

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Appoint Robert Salazar as a Police Officer 2 for the Village of Taos Ski Valley

DATE: June 22, 2021

PRESENTED BY: Chief Sam Trujillo

STATUS OF AGENDA ITEM: Mayor's Appointment with Council Approval

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

Per NM State Statute (NMSA) Section 29-1-9, each Police Officer shall receive, from the Governing Body, an appointment in writing as a Police Officer of the municipality. The appointment shall be made by the Mayor with the approval of a majority of all members of the Governing Body. This appointment, usually referred to as a "commission", is necessary to give the officer the authority to assume police powers within the municipality.

RECOMMENDATION: Motion to appoint Robert Salazar as a Police Officer 2 for the Village of Taos Ski Valley



VILLAGE OF TAOS SKI VALLEY

OATH OF OFFICE

I, Robert Salazar (name) having been appointed to the
office of Police Officer 2 of the Village of Taos Ski
Valley, do solemnly swear to uphold the Constitution of the United States,
the Constitution and laws of the State of New Mexico, and the laws
of the Village of Taos Ski Valley and will faithfully and impartially
discharge the duties of said office to the best of my ability.

Robert Salazar
(signature)

Administered this 26th day of July 20 21.

Ann M. Woodbridge

(To be used by Clerk, Treasurer, and Police Officers)

PROCLAMATION FOR THE VILLAGE OF TAOS SKI VALLEY'S 25TH ANNIVERSARY

WHEREAS: July 1, 2021 marks the twenty-fifth anniversary of the Incorporation of the Village of Taos Ski Valley as New Mexico's 100th municipality; and

WHEREAS: It is fitting and proper to accord official recognition to this significant occasion for the local community, and to annually honor the Village's anniversary at the patriotic celebration of United States Independence Day on July 4th of each year; and

WHEREAS: It is appropriate to celebrate the achievements of the Village since incorporation.

NOW, THEREFORE I, Christof Brownell, by virtue of the authority vested in me as Mayor of the Village of Taos Ski Valley do hereby proclaim July 4, 2021 as the

VILLAGE OF TAOS SKI VALLEY QUADRASCENTENNIAL CELEBRATION

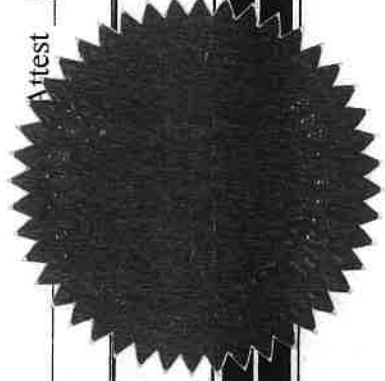
AND ask our citizens to reaffirm the ideals of the founders of Taos Ski Valley and the Village of Taos Ski Valley by spiritedly honoring this day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Taos Ski Valley to be affixed this 22nd day of June of the year of our Lord two thousand and twenty-one.

Signed



Attest



John Avila
Village Administrator
Village of Taos Ski Valley Council
Monthly Briefing
June 22, 2021



*** Ongoing & Past Projects ***

COVID -19 - Pandemic Emergency:

The Village Offices are maintaining safety protocol, anticipating good news at the Governor's July 1 announcement. The Village offices require 100% mask wearing in common areas to protect the unvaccinated and other High Risk staff and visitors.

OSHA: Guidance on Mitigating and Preventing the Spread of COVID – 19 in the workplace issued 6/10/21 include focus protections on unvaccinated and other At-Risk workers and encourage the COVID-19 vaccination.

“Employers should take additional steps to mitigate the spread of COVID-19 for unvaccinated and otherwise at-risk workers in workplaces where there is heightened risk due to the following types of factors”:

- **Close contact**– where unvaccinated or otherwise at-risk workers are working close to one another. Such workers may also be near one another at other times, such as when clocking in or out, during breaks, or in locker/changing rooms.
- **Duration of contact** – where unvaccinated or otherwise at-risk workers often have prolonged closeness to coworkers (e.g., for 8–12 hours per shift). Continued contact with potentially infectious individuals increases the risk of SARS-CoV-2 transmission.
- **Type of contact** – unvaccinated or otherwise at-risk workers who may be exposed to the infectious virus through respiratory droplets in the air—for example, when unvaccinated or otherwise at-risk workers in a manufacturing or factory setting who have the virus cough or sneeze. It is also possible that exposure could occur from contact with contaminated surfaces or objects, such as tools, workstations, or break room tables. Shared spaces such as break rooms, locker rooms, and entrances/exits to the facility may contribute to their risk.

Taos:

NMDOH updated the Red to Green data today, as shown on the attached slide. No counties were re-evaluated and won't be before June 30 or at all if the framework becomes obsolete before then. Therefore Taos County remains turquoise.

Both the case rate and positivity rate in Taos County are easily meeting the criteria and were down on the previous bi-weekly update. The fully vaccinated rate in Taos County increased from 67.1% to 69.7% in the 14 day period.

NM DOH Drs Scrace and Collins broadcasted a Covid-19 update 6/16/21

Summary of press conference:

- 58.7% of 16+ New Mexicans are fully vaccinated, just 21,307 to go to hit the 60% target and the end of the Red to Green framework.
- 7 Vaccine Myths Rebutted:

1. Can receiving a COVID-19 vaccine cause me to be magnetic? No
 2. Do any COVID-19 vaccines authorized for use in U.S. shed or release any of their components? No
 3. Will a COVID-19 vaccine alter my DNA? No
 4. After getting COVID-19 vaccine, will I test positive for COVID-19 on viral test? No
 5. Can a COVID-19 vaccine make me sick with COVID-19? No
 6. Is it safe to get COVID-19 vaccine if I would like to have a baby one day? **Yes**
 7. Can being near someone who received a COVID19 vaccine affect my menstrual cycle?
No
- Incentives are proving effective in increasing vaccine demand and are a good investment compared to the costs of hospitalization.
 - States and counties with higher vaccine rates generally experience fewer cases.
 - Not being fully vaccinated makes you 15 times more likely to get Covid-19.
 - Variant names have switched to letters from the Greek Alphabet:
 - Alpha = UK = B.1.1.7
 - Delta = India = B1.617.2
 - Alpha remains dominant strain in New Mexico (71% of cases in May).
 - Delta is present in New Mexico (0.6% of cases in May).
 - The Pfizer vaccine is effective against the Alpha and Delta variants, but much more so after the second dose:

Facility Undergrounding

A notice was again sent to the Amizette residents giving an update to underground electric progress in the Village and explaining the process to connect once the facilities are near the property. Last month the Kit Carson Electric Cooperative power underground effort completed a portion of the undergrounding planned in Amizette, along with some permit clearance of the US Forest. They kept to their predicted schedule and were able to install underground electric cable into the conduit prepared last year, along Emma, Gusdorf and Gersen lanes. There are also a few locations along the project 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. Customer electricians have been in contact with KCEC and the Village for additional information to connect. Once the underground service is available near a property, the five steps to connecting underground are:

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

The work to obtain permission to underground in some locations due to US Forest Service property continues for the south side of NM 150. KCEC reports that they have recently received permission from

the USFS and again have an application before NM Department of Transportation for permission to start the KCEC electrical underground project along the south side of NM 150.

With the permit and KCEC approval, our contractor can start work. The permit process that KCEC has had to complete is because the USFS only allows a road easement to NMDOT. The easement is just for the roadway and traffic not for utility easements. Evaluation of an easement on the south side of the road thankfully did not involve an environmental study. It was sustained that the Village/KCEC project falls under the same approval that was given for the underground installation on the north side of the highway.

Coordinating undergrounding efforts to best utilize the KCEC/TSVI Entry Way project task of undergrounding electrical lines in the parking lot, has given the Village a couple of opportunities to underground lines on Twining and additional NM150 locations.

We anticipate the NM150 underground project will get permission in time to start construction this summer. However, the Village also has other underground projects that can be pursued without affecting the construction timeline. One project that will improve fire safety and connect KCEC facilities in the area is undergrounding electricity through Coyote Lane. The project has been determined by KCEC as a requirement to connecting a few overhead line feeds in the area. Once connected to a Coyote Lane underground facility a number of overhead lines in the neighborhood can be "De-energized". The opportunity also exists to joint trench with NM Gas to the main gas line to the neighborhood. Initial planning and estimates are being produced in hopes that the Village, KCEC and NM Gas can complete the project before winter. Survey of the neighborhood is needed to determine support for this project.

WWTP

The Village has reporting requirements to the project oversight agency and needs to complete a check list with detailed preparation to report establish completion. The continued corrections to the plant are under warranty. The design engineer is tasked with review and comment on outstanding issues with Ovivo for plant final completion. 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.

The upgraded Waste Water Treatment Plant was needed for system expansion to protect 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.

Anthony Martinez, Director of Public Works (field report)

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 once all items are addressed. 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 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 Village request for Community Project Funding to Congressional representation for outlay to fund the Kachina Tank distribution system has not been successful. More funding sources are being explored with the help of state agencies.

We had some success in obtaining legislative capital funding for planning and design last year for \$150,000. This year the Village state reauthorization contained in HB 296 of the NM 2021 Legislature, is so the unused Gunsite planning award is moved to the construction of the Kachina Water Booster Station Construction. The result was an award of \$385,000 to be engaged after the grant agreement with the Village. With additional outlay from the State Legislature for the Kachina Water Booster Station Construction, an RFP is anticipated after Grant Agreement documents are received.

Anthony Martinez, Director of Public Works (field report)

Village Hall Complex –

Application for a grant for an Administration Office has had consideration and approval by the Office of the State Fire Marshal for an average \$80,000 annual grant award. Basic requirements of the Grant are that the Village staff Fire Inspector and Fire Investigator certified staff at the site. 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 added grant funding will allow Fire Department staffing and training as well as equipment, supplies and facilities. The office space is now fully functional.

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 small portion of the hours that the staff will be available for emergency response.

There is increased interest among employees for housing at the Village apartments and the requirements of budgeting and tax reporting will be more complex. The use of the units as office space and EMS housing has reduced the expected cost per unit of sewage pumping and utility use. Dealing with the COVID restrictions has also demonstrated that temporary offices can be operational in the previous EMT unit. Moving the Fire Department Office to the Complex will now allow bunking at the Main Station. The Village office is operating with a fraction of personnel under the latest restrictions and some apartment units have served as temporary remote offices to allow for distancing. The Building Inspector and Police Offices are currently housed at the Village Complex

TIDD – Paving for Thunderbird/Ernie Blake Roads projects is recently completed with some adjustments to drainage work being addressed first. Weekly Project Management meetings have started for the construction season with Taos Ski Valley Inc. Engineer, contractors and the Village.

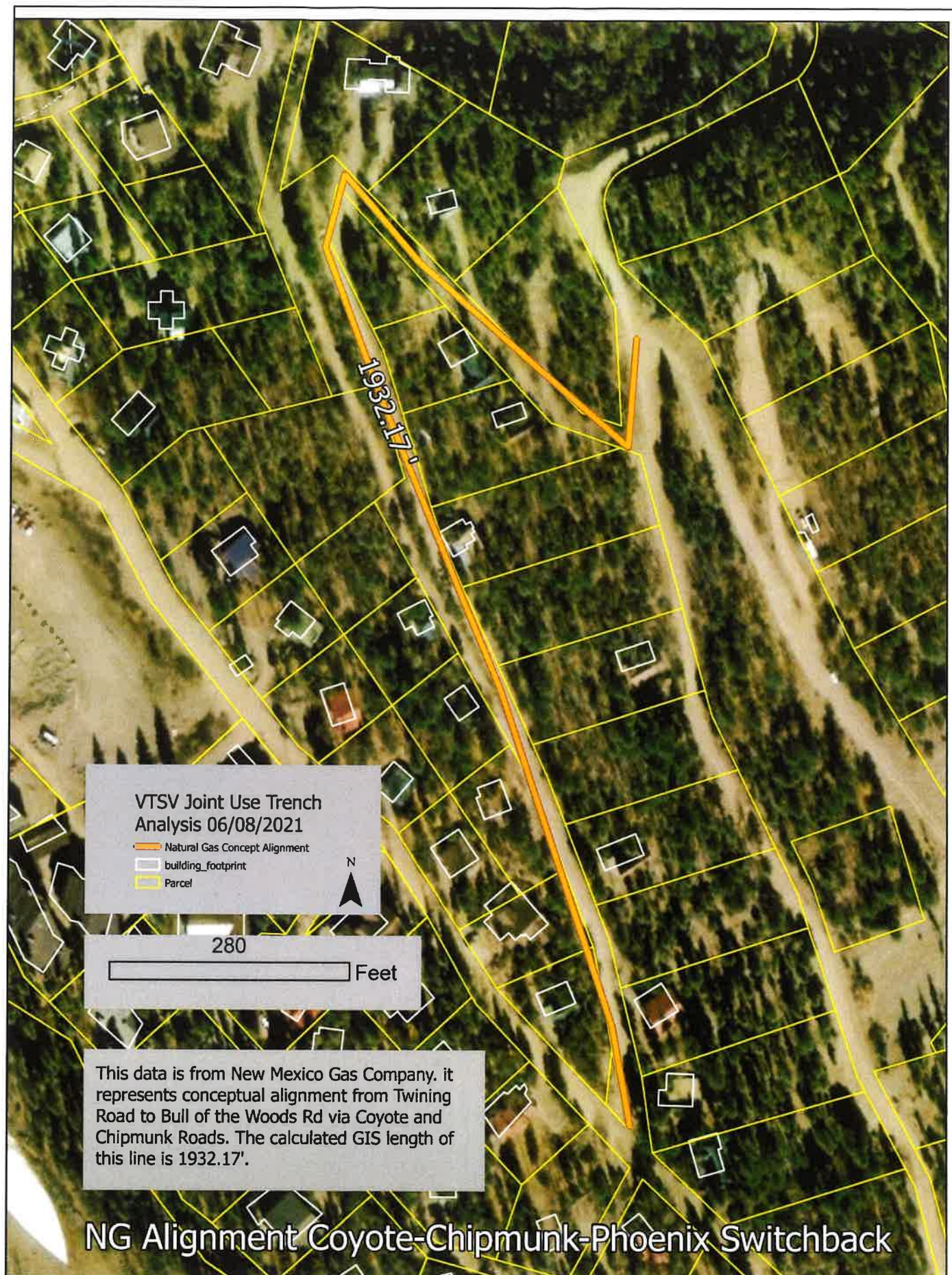
Contemporaneous review and documentation of the projects within the Village was lacking and now requires the development and review of project documentation for the record of assets and fiduciary

responsibility. Compiling detailed financial documents for Strawberry Hill projects assist review for the dedication being considered.

Planning documents such as the Kachina Area Master Plan and the Taos Ski Valley Water Study may be eligible as TIDD projects depending on Project development and acceptance by the Village. The Water Study has progressed with three project review meetings to date and another planned for next week.

Items

- The annual preparation of the State mandated Infrastructure Capital Improvement Plan is again due. The time line for this process is usually March through September to include changes in funding and fiscal year budgets. It is a process developed by NM state government primarily over the last 15 years, to establish a protocol for legislative and other state funded or managed grant requests and awards. The state system has developed so that all eligible entities submit a plan for grant funded projects in the next five years. Any and all projects that meet the ICIP criteria for an entity must be recorded in the system to be eligible for most NM controlled awards. Attached materials:
- Kit Carson Electric Cooperative invited to Village of Taos Ski Valley to participate in the KCEC Electric Vehicle Transportation Working Group initiated 6/1/21
- We are consulting the Village Financial Advisor, Stiffel for input to create a Financial Plan model and have had contributing review by TSVI for an assignment to Stifel of the Plan of Finance Model
- Currently investigate rezoning of Village facilities to Special Use zoning for consistency.
- With a Regional Film Office, the Village will benefit from a film permit process. Modifying the Event Permit Ordinance may be the most efficient path to an update.
- The Village has requested coordination with TSVI Recycle operations to plan for the upcoming ski season. Operating a recycling facility requires control of materials, the facility and schedule. Recycling operations are not self-supporting but management of materials can help offset some costs. Likewise controlling costs may include offset of savings from not using the waste stream for materials. Broad definition of recycle efforts, such as removing food waste and green waste from the Landfill bill also need to be considered.
- Acequia Members have approached TSVI for information and have asked to meet with the Administration and Public Works Department for a tour of facilities and Q&A



NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
DISTRICT 4 THERESA BECENTI-AGUILAR
DISTRICT 5 STEPHEN FISCHMANN, CHAIR



P.O. Box 1269
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

John Kondratick
Interim State Fire Marshal
Phone (505) 470-1044
Fax (505) 476-0100

CHIEF OF STAFF

Wayne Propst

April 22, 2021

Roberto Molina

Taos Ski Valley, Fire Chief

PO Box 100 City

Taos Ski Valley, New Mexico 87525

Ref: Administration Office FY' 2022 Funding Cycle

Chief Molina,

In response to your request and the information contained in a report recently submitted by Austin Meuli, of this Office and the filling of the required documentation, please be advised that records in this Office have been changed to reflect that the Taos Ski Valley Fire Department now maintains and operates one (1) main station, one (1) Sub- Station and (1) Administration Office.

As an ISO Class 5 department the Taos Ski Valley Fire Department is eligible to receive annual fire protection funding for the newly certified Administration Office for this upcoming Fiscal Year 2022.

If you should have any additional questions or need any assistance with this process, please contact me directly at 505-709-8150.

Respectfully,

A handwritten signature in cursive script, appearing to read "Randy Varela".

Randy Varela
Deputy Fire Marshal
Fire Service Support Bureau
New Mexico State Fire Marshal's Office

2022-2026 LOCAL (VTSV) INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN

Year & Priority	Project Name	Total Cost	Funded	Unfunded Amount	Potential Funding Sources	2022	2023	2024	2025	2026	
22.1	Relocate and Upgrade Water Booster Station (Kachina)	\$ 300,000	\$ 125,000	\$ 175,000	WTB	\$ 300,000	\$ 315,000				\$ 300,000
22.2	Gunnite Springs Engineering, Design, Construction and Distribution Lines	\$ 1,500,000	\$ 315,000	\$ 1,185,000	Capital Outlay; Private	\$ 1,185,000	\$ 2,275,000				\$ 1,500,000
22.3	Twining Rd. Improvements - Planning, Engineering, Design, & Construction	\$ 5,000,000	\$ 275,000	\$ 4,725,000	NM DOT; TIDD; Private	\$ 2,725,000	\$ 2,000,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000
22.4	Water Line Upgrades and Expansion Village Wide	\$ 8,000,000		\$ 8,000,000		\$ 850,000	\$ 150,000				\$ 8,000,000
22.5	Purchase Replacement Fire Engine	\$ 850,000		\$ 850,000		\$ 150,000	\$ 300,000				\$ 850,000
22.6	Purchase Backhoe	\$ 150,000		\$ 150,000		\$ 150,000	\$ 500,000				\$ 150,000
22.7	Fire Sub-station #2 Expand and Renovate	\$ 800,000		\$ 800,000	NM Fire Fund	\$ 800,000	\$ 850,000				\$ 800,000
22.8	Road Improvements Village Wide	\$ 3,000,000		\$ 3,000,000	NM DOT	\$ 3,000,000	\$ 900,000				\$ 3,000,000
22.9	Undergrounding of Electric Lines Village Wide	\$ 2,000,000	\$ 400,000	\$ 1,600,000	Village; Private; TIDD	\$ 1,600,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
22.10	Kachina Water Line Upgrades and Expansion Village Wide	\$ 6,000,000		\$ 6,000,000		\$ 6,000,000	\$ 1,000,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 6,000,000
22.11	Kachina Water Tank and Distribution Lines (Engineering, Construction, & Equip)	\$ 500,000		\$ 500,000	WTB	\$ 500,000	\$ 400,000				\$ 500,000
22.12	Public Safety Building	\$ 400,000		\$ 400,000		\$ 400,000	\$ 150,000				\$ 400,000
22.13	Public Safety Repetier Building	\$ 150,000		\$ 150,000		\$ 150,000	\$ 150,000				\$ 150,000
22.14	Purchase Public Safety Vehicles and Equipment	\$ 150,000		\$ 150,000		\$ 150,000	\$ 150,000				\$ 150,000
22.15	Renovate and Expand New Village Hall Complex	\$ 2,250,000	\$ 100,000	\$ 2,150,000	Village; State	\$ 2,150,000	\$ 1,950,000	\$ 300,000			\$ 2,250,000
23.1	Fire Engine Truck	\$ 400,000		\$ 400,000	NM Fire Fund	\$ 400,000	\$ 200,000	\$ 200,000			\$ 400,000
23.2	Fire Engine Truck	\$ 750,000		\$ 750,000	Private	\$ 750,000	\$ 750,000				\$ 750,000
23.3	Fire Engine Truck	\$ 500,000		\$ 500,000	WTB; Federal Grant	\$ 500,000	\$ 250,000	\$ 250,000			\$ 500,000
23.4	Renovate and Expand Primary Fire Station #1	\$ 2,500,000		\$ 2,500,000	NM Fire Fund	\$ 2,500,000	\$ 250,000	\$ 250,000			\$ 2,500,000
23.5	Multi-Purpose Trains (Amesite to Kachina) Planning, Acquisition, and Development	\$ 500,000		\$ 500,000		\$ 500,000	\$ 250,000	\$ 250,000			\$ 500,000
23.6	Purchase Village Vehicles	\$ 250,000		\$ 250,000		\$ 250,000	\$ 150,000				\$ 250,000
23.7	Hiker Parking Lot Expansion or Additional Location	\$ 250,000		\$ 250,000		\$ 250,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 250,000
23.8	Fire Hydrants Additional	\$ 150,000		\$ 150,000	NM Fire Fund	\$ 150,000	\$ 125,000	\$ 50,000			\$ 150,000
23.9	Public Transit (NCRITD) Stops/Pull-outs/Shellers (masks)	\$ 175,000		\$ 175,000		\$ 175,000	\$ 50,000	\$ 175,000			\$ 175,000
24.1	Solar Energy Collection and Pavil Installation	\$ 2,000,000		\$ 2,000,000	TIDD; Private; NMDOT	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000			\$ 2,000,000
24.2	Parking Lot Bypass Road	\$ 300,000		\$ 300,000	Village	\$ 300,000	\$ 100,000	\$ 100,000			\$ 300,000
24.3	Hiker Parking Lot Bathrooms	\$ 175,000		\$ 175,000	Private	\$ 175,000	\$ 100,000	\$ 100,000			\$ 175,000
24.4	Kachina Wetland Park Improvements	\$ 175,000		\$ 175,000	State	\$ 175,000	\$ 175,000				\$ 175,000
24.5	Pumper Vector Truck - Purchase and Equip	\$ 75,000		\$ 75,000	Public Safety Grants	\$ 75,000	\$ 230,000	\$ 230,000			\$ 75,000
24.6	Electric Vehicle Charging Station	\$ 230,000		\$ 230,000	NM Fire Fund	\$ 230,000	\$ 400,000	\$ 400,000			\$ 230,000
24.7	Public Safety Building Land Acquisition	\$ 800,000		\$ 800,000		\$ 800,000	\$ 150,000	\$ 150,000			\$ 800,000
24.8	Pumper Tender (Fire Dept.)	\$ 150,000		\$ 150,000		\$ 150,000	\$ 150,000				\$ 150,000
24.9	Snow Dragon (snow melt)	\$ 150,000		\$ 150,000		\$ 150,000	\$ 150,000				\$ 150,000
25.1	Public Works Material & Vehicle Storage Building	\$ 750,000		\$ 750,000	Private; Foundation	\$ 750,000	\$ 500,000	\$ 500,000	\$ 250,000		\$ 750,000
25.2	Surface Water Treatment Plant (Plan, Engineer, Design, & Construction)	\$ 1,500,000		\$ 1,500,000		\$ 1,500,000	\$ 1,500,000	\$ 1,500,000			\$ 1,500,000
25.3	Land Acquisition for Conservation Easement (SWPP Phoenix)	\$ 350,000		\$ 350,000		\$ 350,000	\$ 350,000	\$ 350,000			\$ 350,000
25.4	Recycling Facility - Planning, Design, & Construction	\$ 300,000		\$ 300,000		\$ 300,000	\$ 250,000	\$ 250,000	\$ 250,000		\$ 300,000
25.5	Beaver Pond Sedimentation and Riparian Restoration - Planning, Design, & Engineering	\$ 250,000		\$ 250,000		\$ 250,000	\$ 125,000	\$ 125,000	\$ 50,000		\$ 250,000
25.6	Public Works Dumptruck	\$ 125,000		\$ 125,000		\$ 125,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 125,000
25.7	Wastewater Treatment Plant Auxiliary Bldg - Construct and Equip	\$ 1,000,000		\$ 1,000,000		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000			\$ 1,000,000
26.1	Purchase Water Truck	\$ 100,000		\$ 100,000		\$ 100,000	\$ 1,450,000	\$ 1,450,000	\$ 1,450,000		\$ 1,450,000
26.2	Construct/Remodel Public Safety Building / Multipurpose Building	\$ 1,450,000		\$ 1,450,000		\$ 1,450,000	\$ 70,000	\$ 70,000	\$ 70,000		\$ 1,450,000
26.3	Multi-Truck Absement - Trolley sweeper	\$ 70,000		\$ 70,000		\$ 70,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000		\$ 1,500,000
26.4	Multi-Truck (Fire Dept.)	\$ 1,500,000		\$ 1,500,000		\$ 1,500,000	\$ 190,000	\$ 190,000	\$ 190,000		\$ 1,500,000
26.5	Fish Hatchery and Aquarim Restoration	\$ 190,000		\$ 190,000		\$ 190,000	\$ 250,000	\$ 250,000	\$ 250,000		\$ 190,000
26.6	Road Grader	\$ 250,000		\$ 250,000		\$ 250,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000		\$ 250,000
26.7	Acquire Snow Storage Area/Land	\$ 1,500,000		\$ 1,500,000		\$ 1,500,000	\$ 11,857,023	\$ 11,432,024	\$ 6,552,025	\$ 7,885,000	\$ 50,090,000
	SubTotal (excluding funded projects)	\$ 48,875,000	\$ 1,215,000	\$ 48,875,000		\$ 48,875,000	\$ 10,382,022	\$ 11,432,024	\$ 6,552,025	\$ 7,885,000	\$ 50,090,000
	Total all Projects from 2022 to 2026	\$ 1,215,000	\$ 1,215,000	\$ 48,875,000		\$ 48,875,000					\$ 50,090,000



FOR IMMEDIATE RELEASE

June 1, 2021

Kit Carson Electric Cooperative Board of Trustees Approve the Construction of Nine Additional Electric Vehicle Charging Stations in Northern New Mexico.

Taos, New Mexico – Kit Carson Electric Cooperative, Inc (KCEC) is installing nine additional electric vehicle (EV) charging stations in the Enchanted Circle to complement KCEC's regional beneficial electrification plan for a greener, cleaner future. KCEC commends the hard work by the municipalities, tribes, governments, and Enchanted Circle COAD members to aid the transition to EVs in Northern New Mexico. Not only will EV's reduce carbon emissions, but they will also provide a new opportunity for rural communities to invest in more carbon-efficient vehicles.

The KCEC Board of Trustees unanimously approved the nine additional EV chargers to KCEC's current EV infrastructure. The future of transportation is shifting toward a carbon-free environment that relies on EV vehicles, charging stations and new cars with an extended battery range. The addition of the new stations will create opportunities for locals, tourists and businesses to invest in EV's.

"We are creating a clean environment for our communities to preserve the natural beauty of Northern NM. Creating a carbon-free climate will raise the standard for a better quality of life for our younger generations. We are investing in their future," says CEO, Luis A. Reyes

KCEC wants to thank the Town of Taos, EC-COAD members, Renewable Taos, Taos County, Village of Red River, Village of Eagle Nest, Village of Questa, Village of Angel Fire and other critical stakeholders for their cooperation on the EV project. The participation and buy-in from these entities' plan to introduce EVs to their fleets helps to support a regional carbon reduction footprint.

In a joint effort, KCEC is engaging with local and state stakeholders to find the desire for electrification infrastructure opportunities in our communities. Through a series of meetings, KCEC and these organizations have created a working group to address issues regarding KCEC's Beneficial Electrification Plan.

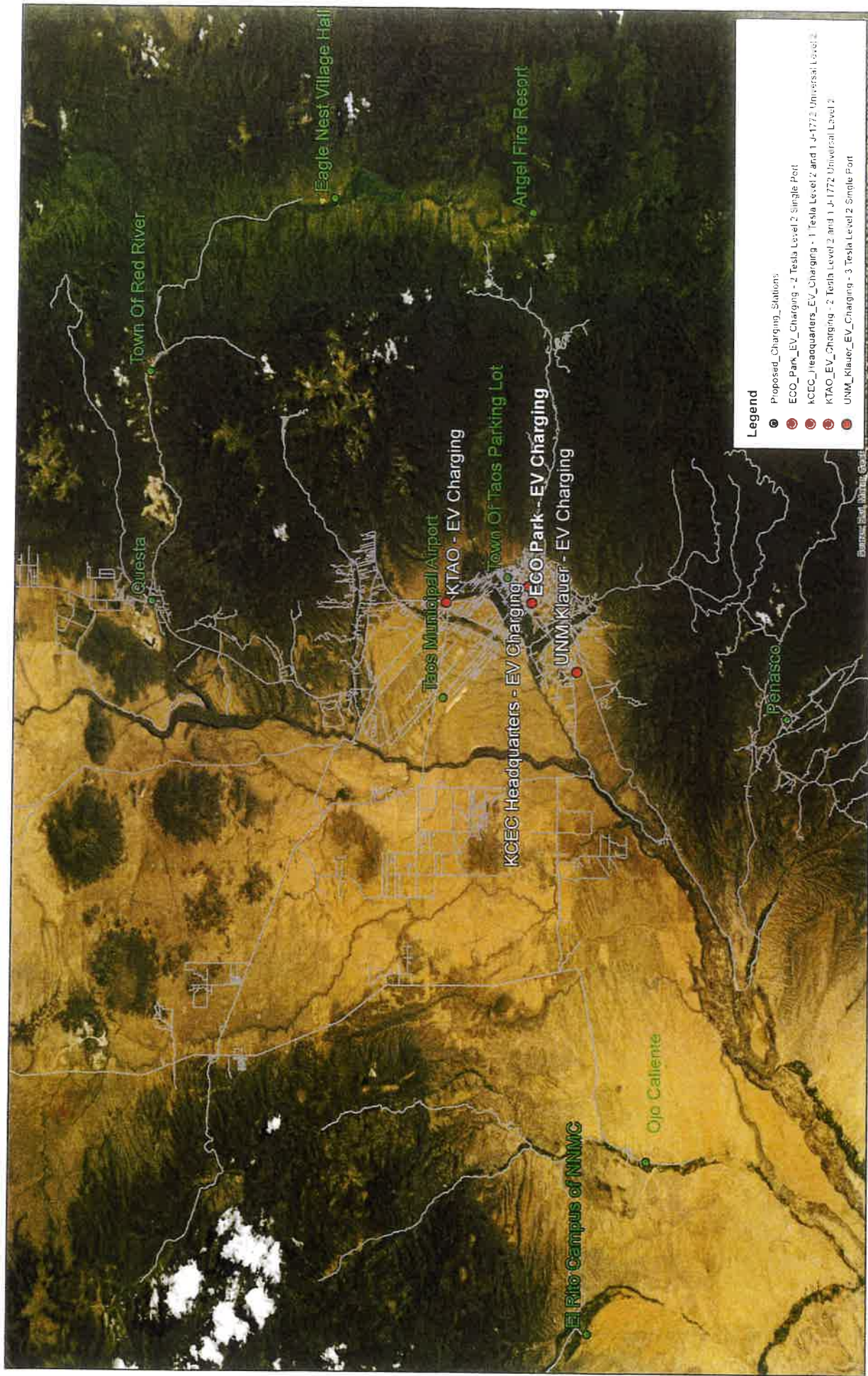
Sol Luna, a local solar installer and KCEC partner, will utilize a local labor force to install the EV charging station's in KCEC's service territory. KCEC's overall Beneficial Electrification Plan will import and introduce new economic development opportunities to the region and fill the demand for long-range electric vehicle drivers.

Once the EV Project is completed, KCEC will have 19 EV charging stations with 28 charging points for the communities to use. In May of 2020, KCEC received a New Mexico Environment Department (NMED) grant award, for \$200,119, as one of 43 projects throughout the state from the Volkswagen Settlement Fund. The grant is meant to initiate an EV charging station network in the state and the Enchanted Circle.

KCEC's great partnership with its wholesale energy provider, Guzman Energy, gives KCEC the flexibility to reduce its carbon footprint while adapting to the transition of renewable energy. Guzman Energy has been a partner of KCEC since 2016 and is helping KCEC meet its goal of providing 100% daytime solar energy by 2022 through the development and commissioning of several solar arrays throughout the region.

About Kit Carson Electric Cooperative

Formed in 1944, Kit Carson is a member owned electric distribution cooperative in northern New Mexico and is the second largest cooperative in the state. Kit Carson is one of 16 electric cooperatives that serve rural New Mexico communities, serving nearly 30,000 members in Taos, Colfax and Rio Arriba counties. To learn more about Kit Carson, visit www.kitcarson.com.





ENCHANTED CIRCLE COUNCIL OF GOVERNMENTS

Resolution 19-03

A RESOLUTION OF THE ENCHANTED CIRCLE COUNCIL OF GOVERNMENTS WITH REGARDS TO THE INSTALLATION OF ELECTRIC VEHICLE RECHARGING STATIONS AS AN ENVIRONMENTAL AND TOURISM ASSET

WHEREAS, the Enchanted Circle Council of Governments (hereafter "the ECCoG"), has been formed through a JPA approved by the State of New Mexico, through the NM Department of Finance Administration, as a legal inter-governmental entity for the purposes of promoting and enhancing regional economic development; and

WHEREAS, the members of the ECCoG recognize the importance of tourism and environmental tourism as an economic driver; and

WHEREAS, the members of the ECCoG desire to promote regional tourism, as well as preserve the environment; and

WHEREAS, an increasing percentage of tourists and second home owners with the desired age and disposable income are driving electric vehicles; and

WHEREAS, the presence of electric vehicle charging stations within reachable distances is becoming a necessity to attract electric vehicle owners; and

WHEREAS, several low-cost and no-cost alternatives for financing the installation of electric vehicle charging stations are available to local governments, including grants, loans, self-financing and free equipment from manufacturers; and

WHEREAS, the ECCOG members desire to develop, finance and implement a regional network of electric charging stations to address the above objectives and policies in support of regional tourism and in order to benefit our local environment;

NOW, THEREFORE, BE IT RESOLVED that:

- I. The ECCOG Board of Directors does hereby declare as a policy goal that we will collectively and individually strive towards locating a minimum of two (2) universal electric vehicle recharging stations within each local government and/or within such distances between the localities so as to assure a comprehensive and reachable network throughout the Enchanted Circle.

2. That the Board shall designate a committee to include Kit Carson Electric Cooperative and any other electric providers serving the members that shall serve as an exploratory committee to research types of equipment, costs, payment options, potential revenue generation and other issues associated with establishing such a network and that the committee shall report back to the ECCoG Board monthly on its progress.
3. The Board authorizes any member, based on the findings of the committee, to issue one or more RFP's or RFQ's in order to identify interested installers, equipment providers and equipment and payment servicing entities, as well as to establish firm costs in furtherance of obtaining the above information and, as may be determined either collectively by the Board or by the individual members, to proceed toward installation.
4. This agreement does not bind the ECCoG or its members, collectively or individually, to any financial or general liability for the project or any of the consequences resulting therefrom, nor obligation to implement the project, should it be determined to be infeasible for the ECCoG collectively or for any member.
6. All RFP's and RFQ's generated for this project shall comply with the State of New Mexico and DFA Procurement Codes, and shall be designed to be used by the group collectively, should the group proceed that way, or by all of the individual members, so as to reduce duplication of effort. Vendors already approved under state approved cooperative purchasing agreements shall be identified, where possible.
5. The Board grants authority under this resolution to select by voice vote at a further meeting a fiscal agent for this project, should it deem it to be appropriate in implementing the project.

PASSED, ADOPTED AND APPROVED this 16th day of May, 2019, at the Regular Meeting of the Enchanted Circle Council of Governments by the following vote:

Taos County	<u> Yes </u>
Colfax County	<u> Yes </u>
Questa	<u> Absent </u>
Taos Ski Valley	<u> Yes </u>
Red River	<u> Yes </u>
Eagle Nest	<u> Yes </u>
Angel Fire	<u> Yes </u>
Taos	<u> Yes </u>

Chairman, Daniel R. Barrone



Renewable Taos, Inc.
PO Box 1453
Taos, NM 87571
info@renewabletaos.org
505-980-8345

May 26, 2021

Ms. Lupe Martinez
Deputy County Manager
105 Albright Street
Taos, NM 87571
lupe.martinez@taoscounty.org
575-737-6307

Via email

Subject: Use of Taos County Administration Complex Parking Lot for 2021 Taos Electric Vehicle Expo

Greetings, Ms. Martinez,

Renewable Taos, Inc., a local 501c3 not-for-profit organization promoting renewable energy and economic development, requests use of the Taos County Administration Complex parking lot adjacent to Paseo del Pueblo Sur for the purpose of conducting the 2021 Taos Electric Vehicle Expo. We are planning the EV Expo for Saturday, September 25, 2021. It will be open to the public from noon to 4:00pm, with some time before and after for setup/teardown of exhibits, tents, and so on.

This is a very popular event, and partnering with Taos County this year will help it grow! Previously, the EV Expo has been held at the Taos Community Auditorium and UNM-Taos Bataan Hall. Kit Carson Electric Cooperative is co-sponsoring the event, and we are working closely with KCEC to install EV charging stations on a temporary or permanent basis at the Taos County Complex. New chargers will be showcased.

We are developing a facility plan for the Expo. We understand that others park in the lot on Saturdays, so we do not require the entire facility. We expect to put up a 20' x 40' tent with seating. We expect 100-200 visitors with auto dealerships, renewable energy technology suppliers, and local owners of EVs and electric bicycles as exhibitors. We anticipate securing liability insurance and will meet all requirements of the County. We will work closely with Town of Taos Police Department for safety and traffic control as well.

I am now in contact with your staff regarding the next steps and look forward to working with Taos County.

On behalf of the Renewable Taos Executive Board,


Daniel Pritchard
505-980-8345
dan@renewabletaos.org

cc:

Mr. Brent Jaramillo, Taos County Manager
Taos County Board of Commissioners
Mr. Luis Reyes, CEO, Kit Carson Electric Cooperative
Renewable Taos, Inc. Executive Board

Council Notes for June 22, 2021 Meeting:

Revenues:

GRT : This month last year: \$36,980 This month this Year: \$55,873 (June GRT)

Last Year YTD: \$1,652,811 This Year YTD: \$1,679,853

The TIDD received \$68,009 in June for April collections.

Just a reminder that the Village had 2 months in FY2020 that no GRT was received and we went into a payback situation with NM TRD for taxes owed to the TIDD.

Lodgers Tax:

This month last year: \$472. This Month this year: \$10,267 (May Lodgers tax)

YTD Last year: \$ 493,671 YTD This year YTD: \$366,461

REVENUES:

- We received \$ 6,105.71 in hold harmless GRT revenue in June which will be transferred to the USDA fund for monthly loan payments on WWTP. We received and transferred more Hold Harmless than we had in the FY2020 budget. Because of the overage in the amount transferred there will be a BAR on the July council agenda.
- Combined Water and sewer sales continue down 24%.
- Lodger's tax collections are down 26%
- Motor Vehicle fees are up 12%
- Solid waste collections are down 19%
- Village received \$35,264 in property tax collections in June for YTD \$516,070 (Not shown in P&L) Property tax collections up 14%. The Property Tax budgeted amount is estimated at \$520K.

• EXPENSES:

- Part time salaries was not used prior to FY2021.
- Although vehicle fuel appears to be lower...we just received the March-May fuel bills. So fuel is pretty similar to last year.
- Training costs are up. New Fire and EMS trainings in FY2021. Many trainings cancelled last year due to covid
- Water Trust Board Debt services were paid in May this year and June last fiscal year.
- GRT and USDA are new debt services for FY2021.

Net income at the end of May 2021 is \$623,261.

At the end of May: Water fund \$9,000 balance
 Sewer Fund \$16,000 balance

OTHER:

Interim budget has been approved by the Department of Finance and administration with notation below included in the approval letter:

NOTE: Please note that the General Fund cash balance is being depleted by **-48.47%**. If not addressed in the interim prior to final budget submission, the governing body will be warned of this occurrence in the final budget approval letter.

To alleviate the deficit, the current plan is to decrease the following expenses to submit the final FY2022 budget:

Capital Expense	\$230,000	to	\$ 30,000	Fund 03
Outside Contractor Exp	\$256,000	to	\$156,000	Fund 03
Outside Contract Exp	\$300,000	to	\$100,000	Fund 44

For a total decrease in expenses of \$500,000 in the general fund. The estimated depletion would drop to approximately 20%.

Additionally, there is an option to increase the estimated GRT. This would also offset the depletion but should be estimated with caution, so the number is not potentially overly inflated.

Are there any other changes the mayor or council would like made in the budget?

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 2010	\$32,800.00	\$38,773.70	\$39,381.43	\$61,759.08	\$56,887.02	\$54,858.12	\$42,174.35	\$223,797.16	\$189,376.01	\$176,576.34	\$221,448.63	\$59,190.36
YTD	\$32,800.00	\$71,573.70	\$110,955.13	\$172,714.21	\$229,601.23	\$284,459.35	\$326,633.70	\$550,430.86	\$739,806.87	\$916,383.21	\$1,137,831.84	\$1,197,022.20
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	\$93,965.82	\$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	\$284,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,652,811.41
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	\$68,009.13
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	\$1,691,988.84

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 2010	\$6,555.17	\$6,692.88	\$6,626.34	\$2,464.04	\$3,071.98	\$3,065.62	\$58,358.23	\$53,226.27	\$63,632.42	\$73,788.32	\$5,154.71	\$2,591.00
YTD	\$6,555.17	\$13,248.05	\$19,874.39	\$22,338.43	\$25,410.41	\$28,476.03	\$86,834.26	\$140,060.53	\$203,692.95	\$277,481.27	\$282,635.98	\$285,226.98
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	\$6,232.00	\$55,290.11	\$42,558.00	\$87,760.20	\$96,555.93	\$10,267.66	
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76	\$74,028.76	\$129,318.87	\$171,876.87	\$259,637.07	\$356,193.00	\$366,460.66	

VILLAGE OF TAOS SKI VALLEY

Profit & Loss Pre Year Comparison

July 2020 through May 2021

Ordinary Income/Expense	Jul '20 - May 21	Jul '19 - May 20	\$ Change	% Change
Income				
4012 · REVENUE -Water Sales	138,644.01	181,358.87	-42,714.86	-23.55%
4013 · Revenue - Sewer	536,669.23	725,297.15	-188,627.92	-26.01%
4018 · REVENUE- GRT HB 6	1,140.02	506.64	633.38	125.02%
4019 · REVENUE-Hold Harmless GRT	205,351.01	254,900.07	-49,549.06	-19.44%
4020 · REVENUE - GRT MUNICIPAL	816,353.14	653,881.29	162,471.85	24.85%
4021 · REVENUE - GRT- STATE	724,313.52	548,341.84	175,971.68	32.09%
4022 · REVENUE - GRT - ENVIRONMENT	0.00	27,967.62	-27,967.62	-100.0%
4023 · REVENUE - GRT - INFRASTRUCTURE	0.00	111,873.46	-111,873.46	-100.0%
4025 · REVENUE -LIQUOR LICENSES	715.00	250.00	465.00	186.0%
4026 · REVENUE - BUSINESS LICENSE	4,165.00	805.00	3,360.00	417.39%
4027 · REVENUE - OTHER	84,424.34	96,997.12	-12,572.78	-12.96%
4028 · REVENUE - GASOLINE TAX	4,518.74	5,013.29	-494.55	-9.87%
4029 · REVENUE - LODGER'S TAX	363,461.18	493,671.14	-130,209.96	-26.38%
4031 · REVENUE - PARKING FINES	730.00	725.00	5.00	0.69%
4034 · REVENUE - MOTOR VEHICLE FEES	16,542.06	14,741.21	1,800.85	12.22%
4035 · REVENUE - BUILDING PERMITS	62,060.16	22,076.23	39,983.93	181.12%
4036 · REVENUE -Licenses/Permits Other	550.00	220.00	330.00	150.0%
4037 · REVENUE - GENERAL GRANTS	489,523.75	111,800.00	377,723.75	337.86%
4040 · REVENUE - WATER CONNECTION FEES	36,198.69	12,155.29	24,043.40	197.8%
4041 · REVENUE - SEWER CONNECTION FEES	29,149.13	9,787.89	19,361.24	197.81%
4046 · REVENUE - SOLID WASTE FEE	53,451.96	66,243.27	-12,791.31	-19.31%
4047 · REVENUE - OTHER OPERATING	4,275.16	5,976.59	-1,701.43	-28.47%
4049 · REVENUE - FIRE GRANTS	127,434.00	122,171.00	5,263.00	4.31%
4050 · REVENUE - IMPACT FEES	38,555.80	14,442.04	24,113.76	166.97%
4053 · REVENUE - GRT MUN CAP OUTLAY1/4	0.00	111,873.46	-111,873.46	-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	7,078.41	20,358.12	287.61%
4060 · WTB FY2016 revenue	0.00	461,437.95	-461,437.95	-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	13,550.00	5,303.22	8,246.78	155.51%
7004 · REVENUE - FINANCE CHARGE ON W/S	2,054.95	2,401.40	-346.45	-14.43%

VILLAGE OF TACOS SKI VALLEY
Profit & Loss Pre Year Comparison
July 2020 through May 2021

	Jul '20 - May 21	Jul '19 - May 20	\$ Change	% Change
7005 · REVENUE - INTEREST INCOME	8,624.47	86,745.92	-78,121.45	-90.06%
7006 · REVENUE -INVESTMENT INTEREST	6,398.40	3,501.46	2,896.94	82.74%
7007 · REVENUE - INTEREST IMPACT FEES	52.47	267.74	-215.27	-80.4%
7010 · REVENUE - AD VALOREM TAX	480,806.90	418,797.02	62,009.88	14.81%
9000 · BEG. BALANCE	0.00	0.00	0.00	0.0%
Total Income	4,282,186.50	5,932,283.13	-1,650,096.63	-27.82%
Gross Profit	4,282,186.50	5,932,283.13	-1,650,096.63	-27.82%
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	906,557.56	1,000,561.69	-94,004.13	-9.4%
6113 · SALARIES - ELECTED	31,513.68	31,513.68	0.00	0.0%
6114 · SALARIES - PART TIME	3,055.00	0.00	3,055.00	100.0%
6115 · Overtime salaries	5,421.14	14,004.56	-8,583.42	-61.29%
6121 · WORKER'S COMP INSURANCE	20,514.44	18,724.00	1,790.44	9.56%
6122 · HEALTH INSURANCE	186,120.06	188,169.44	-2,069.38	-1.1%
6125 · FICA EMPLOYER'S SHARE	57,678.13	78,789.83	-21,111.70	-26.8%
6126 · WORKMAN'S COMP PERSONAL ASSESS	249.40	279.50	-30.10	-10.77%
6127 · SUTA STATE UNEMPLOYEMENT	1,438.37	1,676.58	-238.21	-14.21%
6128 · PERA Employer Portion	84,644.95	86,699.72	-2,054.77	-2.37%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	1,457.59	1,551.88	-94.29	-6.08%
6133 · Life Insurance	983.16	911.17	71.99	7.9%
6134 · Dental insurance	11,821.20	11,968.26	-147.06	-1.23%
6135 · Vision Insurance	2,101.59	2,034.89	66.70	3.28%
6136 · FICA -EMPLOYER SHARE MEDICARE	13,489.24	0.00	13,489.24	100.0%
Total 6100 · Salary and Benefits	1,327,045.51	1,436,905.20	-109,859.69	-7.65%
6220 · OUTSIDE CONTRACTORS	882,510.59	7,065,114.98	-6,182,604.39	-87.51%
6225 · ENGINEERING	84,809.03	354,741.30	-269,932.27	-76.09%
6230 · LEGAL SERVICES	101,588.62	100,360.14	1,228.48	1.22%
6242 · ACCOUNTING	12,863.86	13,749.47	-885.61	-6.44%
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	4,670.84	314.34	4,356.50	1,385.92%
6253 · ELECTRICITY	80,808.70	51,299.85	29,508.85	57.52%
6254 · PROPANE	0.00	1,373.46	-1,373.46	-100.0%

VILLAGE OF TAO'S SKI VALLEY

Profit & Loss Pre Year Comparison

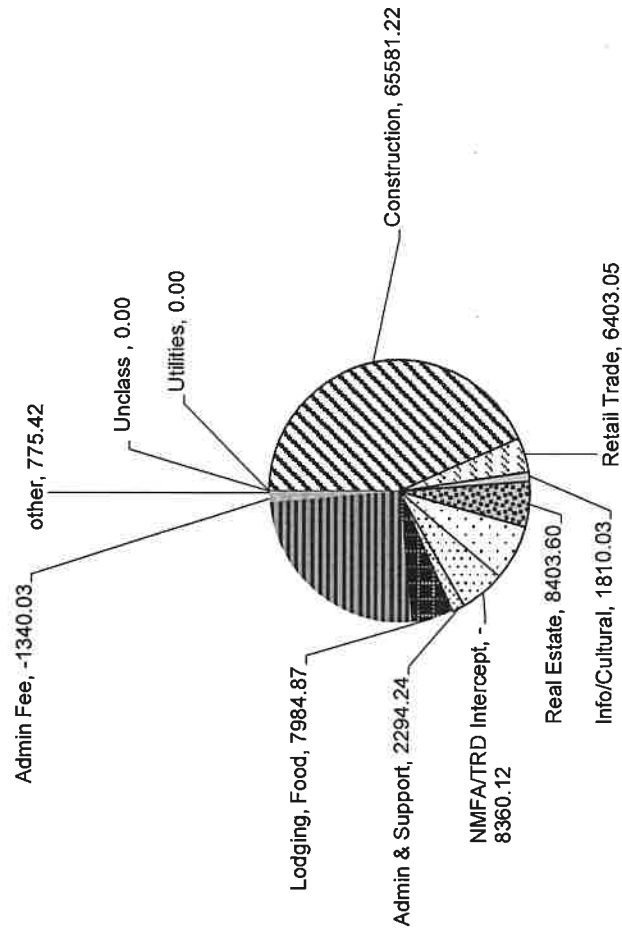
July 2020 through May 2021

	Jul '20 - May 21	Jul '19 - May 20	\$ Change	% Change
6256 · TELEPHONE	15,674.70	17,036.66	-1,361.96	-7.99%
6257 · RENT PAID	0.00	4,631.70	-4,631.70	-100.0%
6258 · WATER CONSERVATION FEE	375.69	484.46	-88.77	-19.11%
6259 · Natural Gas	16,536.93	8,882.58	7,654.35	86.17%
6270 · LIABILITY & LOSS INSURANCE	88,542.83	65,816.56	22,726.27	34.53%
6310 · Advertising	1,873.07	1,271.07	602.00	47.36%
6312 · CHEMICALS & NON DURABLES	12,961.17	12,472.55	488.62	3.92%
6313 · MATERIAL & SUPPLIES	82,365.13	71,178.25	11,186.88	15.72%
6314 · Dues/fees/registration/renewals	7,390.28	5,881.68	1,508.60	25.65%
6315 · BANK CHARGES	1,680.56	1,965.97	-285.41	-14.52%
6316 · Software	21,582.08	14,218.33	7,363.75	51.79%
6317 · Personal Protective Equipment	14,971.40	5,413.90	9,557.50	176.54%
6318 · Postage	2,002.90	1,865.50	137.40	7.37%
6319 · Election Expense	0.00	3,717.00	-3,717.00	-100.0%
6320 · EQUIPMENT REPAIR & PARTS	30,350.01	44,184.51	-13,834.50	-31.31%
6321 · BUILDING MAINTENANCE	45.14	435.88	-390.74	-89.64%
6322 · SMALL EQUIP & TOOL PURCHASES	24,195.47	12,335.84	11,859.63	96.14%
6323 · SYSTEM REPAIR & PARTS	0.00	748.82	-748.82	-100.0%
6331 · OUTSIDE TESTING SERVICES	2,941.70	67.65	2,874.05	4,248.41%
6332 · EQUIPMENT RENTALS	8,258.98	0.00	8,258.98	100.0%
6417 · VEHICLE MAINTENANCE	15,608.91	27,134.22	-11,525.31	-42.48%
6418 · FUEL EXPENSE	18,519.52	23,374.87	-4,855.35	-20.77%
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	7,886.92	3,347.64	4,539.28	135.6%
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	31,216.65	28,658.96	2,557.69	8.93%
6580 · Rental Management Expense	0.00	1,049.33	-1,049.33	-100.0%
6712 · LAB CHEMICALS & SUPPLIES	8,264.63	6,112.06	2,152.57	35.22%
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	7,791.55	10,931.79	-3,140.24	-28.73%
6720 · LAB OUTSIDE CONTRACTORS	0.00	1,171.00	-1,171.00	-100.0%
8322 · CAPITAL EXPENDITURES	29,166.78	3,487,585.45	-3,458,418.67	-99.16%
8323 · Capital Assets \$1000-\$4999	0.00	15,873.11	-15,873.11	-100.0%

VILLAGE OF TAOS SKI VALLEY
Profit & Loss Pre Year Comparison
July 2020 through May 2021

	Jul '20 - May 21	Jul '19 - May 20	\$ Change	% Change
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	0.00	25,599.00	100.0%
8416 · DEBT SERV-NMFA WTB#176 Interest	647.24	0.00	647.24	100.0%
8418 · Debt Service-Principal WTB 0351	8,409.00	0.00	8,409.00	100.0%
8419 · Debt Service -Interest WTB 0351	320.94	0.00	320.94	100.0%
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%
8425 · Hold Harmless Bond Interest pay	0.00	126,000.00	-126,000.00	-100.0%
8427 · Net Revenue Bond Interest pay	0.00	84,000.00	-84,000.00	-100.0%
8428 · Debt Service GRT FY2020 repay	28,563.15	0.00	28,563.15	100.0%
8430 · USDA FY20 Interest Expense	159,660.84	0.00	159,660.84	100.0%
8431 · USDA FY20 Principal Expense	102,997.16	0.00	102,997.16	100.0%
Total Expense	3,658,925.20	13,420,581.36	-9,761,656.16	-72.74%
Net Ordinary Income	623,261.30	-7,488,298.23	8,111,559.53	108.32%
Other Income/Expense				
Other Expense				
9001 · TRANSFER TO FUND	-1,765,252.27	-1,675,881.13	-89,371.14	-5.33%
9002 · TRANSFER FROM FUND	1,765,252.27	1,675,881.13	89,371.14	5.33%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	623,261.30	-7,488,298.23	8,111,559.53	108.32%

Village of Taos Ski Valley Gross Receipts Distribution June 2021



Admin Fee	13,400.03	Real Estate	8,403.60
Construction	65,581.22	Retail Trade	6,403.05
Info/Cultural	1,810.03	Utilities	0.00
Lodging, Food	7,984.87	Unclass	0.00
NMFA/TRD Intercept	-		
Real Estate	8,403.60		
Retail Trade	6,403.05		
Admin & Support	2,294.24		
other	775.42		
Construction	65,581.22		
Admin Fee	13,400.03		

FY2021 TIDD GRT Distribution

Date	VTSV Increment	State Increment	Admin Fees	Pay Backs	Total TIDD	NMFA Offset	Hold Harmless GRT	VTSV Cash Received/with HH GRT (NOT offset)
7/15/2019	-	-	-	-	-	5,763.47	5,858.88	73,181.77
8/15/2019	272,687.44	215,661.55	(4,212.13)	(36,366.03)	447,770.83	0	8,105.89	83,775.61
9/15/2019	30,265.12	23,935.84	(431.54)	-	53,769.42	5,763.47	12,253.08	88,409.53
10/15/2019	141,503.60	111,911.70	(2,017.63)	-	251,397.67	-	12,227.32	146,106.99
11/15/2019	108,856.25	86,091.61	(1,552.12)	-	193,395.74	5,763.47	22,260.26	125,934.38
12/15/2019	128,456.56	101,593.02	(1,831.61)	-	228,217.97	5,763.47	28,259.38	319,335.98
1/15/2020	42,657.99	33,737.63	(608.24)	-	75,787.38	5,763.47	17,729.60	239,931.17
2/15/2020	173,971.75	137,687.40	(2,479.55)	-	309,179.60	5,763.47	50,171.94	274,561.00
3/15/2020	161,252.97	127,558.09	(2,298.94)	-	286,512.12	5,763.47	46,099.11	264,594.35
4/15/2020	164,971.45	130,471.77	(2,352.25)	-	293,090.97	5,763.47	25,126.64	36,980.50
5/16/2020	-	-	-	-	-	5,763.47	11,264.55	-
6/15/2020	68,174.02	53,918.50	(972.05)	(39,298.71)	81,821.76	5,763.47	11,264.55	-
TOTAL FY20	1,292,797.15	1,022,567.11	(18,756.06)	(75,664.74)	2,220,943.46	57,634.70	280,222.27	1,652,811.28
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
TOTAL FY2016-FY2021	4,316,531.13	3,397,181.38	(63,832.52)	(80,952.08)	7,569,660.55	344,216.49	915,718.49	9,420,771.20

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

May-21

Law Enforcement

Vigil

Trujillo

Totals

Hang Up	1		1
Abandoned Vehicle			
Arrests			
Assists to other Agencies		1	1
B & E / Burglary	1		
Battery or Assault			
Business Alarm			
Citizen Assists/Contacts	10	8	18
Civil Stand-by/Civil Complaint			
Disorderly /Disturbance			
Domestic Calls			
Embezzlement			
Suicide subject			
Foot Patrol Hours	10	5	15
Found/Lost Property			
Fraud Complaint			
Harassment			
Health Orders			
Larceny			
Law Unknown/Information			
Missing Adult/Person			
C's			
Narcotics Adult			
Parking Citations			
Private Property Crash			
Property Damage			
Reckless Driver			
Residential Alarm			
Shots Fired			
Suspicious Persons/Vehicles	1		1
Theft			
Traffic Enforcement Hours	10	8	18
Traffic Hazard	3		3
Traffic Stops	3	2	5
Unattended Death			
Vehicle Alarm			
Vehicle Theft			
Verbal Warnings	4	5	9
Welfare Check			
Written Citations			
Written Warnings			
Fire Alarm	1		1
Calls	1		1
Fire/EMS			
SAR		1	1

Report for Taos Ski Valley Fire Rescue

Month of May

Calls

- Fire Calls
 - 2 Fire/CO alarm
 - 1 Elevator Rescue
- EMS/SAR
 - 1 Missing adult

Total of 4 calls for the month of January

Total calls year to date are 52

Taos Ski Valley Fire

I Chief Roberto Molina Jr am reaching out to the Village of Taos Ski Valley Council for approval of an Administration Office for Taos Ski Valley Fire Rescue. If the Village Council does approve to the administration office for the Fire Department, my recommendation would be to move forward and build 4 part-time paid positions for the fire department to facilitate coverage for the protection of Fire/EMS for this community. I believe that \$150,000.00 will be enough to facilitate the coverage that is needed to protect this community.

Doing this will assist in having trained members at the station ready for any call that TSVFR would be called for.

If we start the pay for the three additional positions for firefighters in the department of Taos Ski Valley Fire Rescue the pay should be \$15.00 per hour.

- I. Current pay for the chief is currently \$770.00 per pay period which is \$21.39 an hour for 18 hours per week.
 - i. \$770.00 per pay period.
 - ii. \$20,020.00 per year.
- II. If is to increase to up to 32 Hours. Pay at \$21.39 for a max of 32 hours the pay will be
 - i. \$684.48 per week.
 - ii. \$35,592.96 per year.
- III. Working a max of 32 hours at \$15.00 the pay will be
 - i. \$480.00 per week.
 - ii. \$24,960.00 per year.
 - iii. \$74,880.00 per year for three positions.

If a total of three more part-time positions with the Fire Chiefs position the budget needed is \$110,472.96. This is without the needed benefits for each position.

My recomindation to the Village of Taos Ski Valley Councils is to approve the increase hours for the Fire Chiefs position and 3 additional parttime paid positions with a budget of \$150,000. This would be for the four paid positions and to compensate volunteers for their time to attend trainings, calls, assistance during busy times/holidaies, and to help cover shifts.

Part of the requirement for these paid positions would be

- Apparatus daily inspection and inventory at Station 1 and Station 2
- Station and office cleaning
- Inputing call report in NFIRS and Image Trend Elite
- Training and classes needed for advancement
- Patrols within the Village of Taos Ski Valley and down State Highway 150
- Assist in public information on fire prevention

Below is the pay rate for other department within our area.

- Taos Fire pay at a rate of \$13.82 per hour for their firefighters.
- Taos County Ambulance pays a rate of \$13.42 per hour for EMT Basic.
- Questa Fire Department pays a rate of \$13.42 per hour for EMT Basic.

In New Mexico, a full-time firefighter makes an average \$48,240 per year according in indeed. Below is the link to the website.

<https://www.indeed.com/career/firefighter/NM>

Below are some standards for Fire/EMS Departments from the National Fire Protection Agency

NFPA® 1720

Standard for the

Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments

4.3 Staffing and Deployment.

4.3 Staffing and Deployment.

4.3.1 The fire department shall identify minimum staffing requirements to ensure that the number of members that are available to operate are able to meet the needs of the department.

4.3.2* Table 4.3.2 shall be used by the AHJ to determine staffing and response time objectives for structural firefighting, based on a low-hazard occupancy such as a 2000 ft² (186 m²), two-story, single-family home without basement and exposures and the percentage accomplishment of those objectives for reporting purposes as required in 4.4.2.

4.3.3* Where staffed stations are provided, when determined by the AHJ, they shall have a turnout time of 90 seconds for fire and special operations and 60 seconds for EMS, 90 percent of the time.

4.3.4 Upon assembling the necessary resources at the emergency scene, the fire department shall have the capability to safely commence an initial attack within 2 minutes 90 percent of the time.

Δ 4.3.5* Personnel responding to fires and other emergencies shall be organized into company units or response teams and have the required apparatus and equipment.

4.3.6* Standard response assignments and procedures, including mutual aid response and mutual aid agreements predetermined by the location and nature of the reported incident, shall regulate the dispatch of companies, response groups, and command officers to fires and other emergency incidents.

4.4 Reporting Requirements.

4.4.1* Incident Reports. The fire department shall maintain a standardized reporting system that collects specific information on each incident.

4.4.1.1 The incident report shall include the location and nature of the fire or emergency and describe the circumstances of the incident and the operations performed.

4.4.1.2 This report shall identify the members responding to the incident.

4.4.2 Annual Evaluation.

4.4.2.1 The fire department shall evaluate its level of service, deployment delivery, and response time objectives on an annual basis.

4.4.2.2 The evaluation shall be based on data relating to level of service, deployment, and the achievement of each response time objective in each demand zone within the jurisdiction of the fire department.

Δ 4.4.3 Quadrennial Report. The fire department shall provide the AHJ with a written report, quadrennially, based on the annual evaluations required by 4.4.2.

Δ Table 4.3.2 Staffing and Response Time

Demand Zone ^a	Demographics	Minimum Staff to Respond ^b	Response Time (minutes) ^c	Meets Objective (%)
Urban area	>1000 people/mi ² (2.6 km ²)	15	9	90
Suburban area	500–1000 people/mi ² (2.6 km ²)	10	10	80
Rural area	<500 people/mi ² (2.6 km ²)	6	14	80
Remote area	Travel distance ≥ 8 mi (12.87 km)	4	Directly dependent on travel distance	90
Special risks	Determined by AHJ	Determined by AHJ based on risk	Determined by AHJ	90

^a A jurisdiction can have more than one demand zone.

^b Minimum staffing includes members responding from the AHJ's department and automatic aid

^c Response time begins upon completion of the dispatch notification and ends at the time interval shown in the Table.

4.6 Initial Firefighting Operations.

4.6.1 Initial firefighting operations shall be organized to ensure that at least four members are assembled before interior fire suppression operations are initiated in a hazardous area.

4.6.2 In the hazardous area, a minimum of two members shall work as a team.

4.6.3* Outside the hazardous area, a minimum of two members shall be present for assistance or rescue of the team operating in the hazardous area.

4.6.3.1 One of the two members assigned outside the hazardous area shall be permitted to be engaged in other activities.

4.9* Emergency Medical Services (EMS).

4.9* Emergency Medical Services (EMS).

4.9.1* The provisions of this section shall apply only to those fire departments that are involved in EMS delivery.

4.9.2* The fire department shall clearly document its role, responsibilities, functions, and objectives for the delivery of EMS.

4.9.3 EMS operations shall be organized to ensure the fire department's emergency medical capability includes personnel, equipment, and resources to deploy the initial arriving company and additional alarm assignments.

4.9.4 The fire department shall be permitted to use established automatic aid or mutual aid agreements to comply with the requirements of Section 4.9.

NFPA® 1710

Standard for the

Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments

2020 Edition

5.2.2* Staffing. The number of on-duty fire suppression members shall be sufficient to perform the necessary firefighting operations given the expected fire-fighting conditions.

5.2.2.1 These numbers shall be determined through task analyses that take the following factors into consideration:

- (1) Life hazard to the populace protected
- (2) Provisions of safe and effective fire-fighting performance conditions for the fire fighters
- (3) Potential property loss
- (4) Nature, configuration, hazards, and internal protection of the properties involved
- (5) Types of fireground tactics and evolutions employed as standard procedure, type of apparatus used, and results expected to be obtained at the fire scene

5.2.4 Deployment.

5.2.4.1 Single-Family Dwelling Initial Full Alarm Assignment Capability.

5.2.4.1.1* The initial full alarm assignment to a structure fire in a typical 2000 ft² (186 m²), two-story single-family dwelling without basement and with no exposures shall provide for the following:

- (1) Establishment of incident command outside of the hazard area for the overall coordination and direction of the initial full alarm assignment with a minimum of one member dedicated to this task (1)
- (2) Establishment of an uninterrupted water supply of a minimum of 400 gpm (1520 L/min) for 30 minutes with supply line(s) maintained by an operator (1)
- (3) Establishment of an effective water flow application rate of 300 gpm (1140 L/min) from two handlines, each of which has a minimum flow rate of 100 gpm (380 L/min) with each handline operated by a minimum of two members to effectively and safely maintain the line (4)
- (4) Provision of one support member for each attack and backup line deployed to provide hydrant hookup and to assist in laying of hose lines, utility control, and forcible entry (2)
- (5) Provision of at least one victim search and rescue team with each such team consisting of a minimum of two members (2)
- (6) Provision of at least one team, consisting of a minimum of two members, to raise ground ladders and perform ventilation (2)
- (7) If an aerial device is used in operations, one member to function as an aerial operator to maintain primary control of the aerial device at all times (1)

(8) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established (4)

(9) Total effective response force with a minimum of 16 (17 if an aerial device is used).

5.2.4.3 Apartment Initial Full Alarm Assignment Capability.

5.2.4.3.1 The initial full alarm assignment to a structure fire in a typical 1200 ft² (111 m²) apartment within a three-story, garden-style apartment building shall provide for the following:

(1) Establishment of incident command outside the hazard area for the overall coordination, direction, and safety of the initial full alarm assignment with a minimum of two members dedicated to managing this task (2)

(2) Establishment of two uninterrupted water supplies at a minimum of 400 gpm (1520 L/min), with each supply line maintained by an operator (2)

(3) Establishment of an effective water flow application rate of 300 gpm (1140 L/min) from three handlines, each of which has a minimum flow rate of 100 gpm (380 L/min), with each handline operated by a minimum of two members to effectively and safely maintain each handline (6)

(4) Provision of one support member for each attack, backup, and exposure line deployed to provide hydrant hookup and to assist in laying of hose lines, utility control, and forcible entry (3)

(5) Provision of at least two victim search-and-rescue teams, each team consisting of a minimum of two members (4)

(6) Provision of at least two teams, each team consisting of a minimum of two members, to raise ground ladders and perform ventilation (4)

(7) If an aerial device is used in operations, one member to function as an aerial operator and maintain primary control of the aerial device at all times (1)

(8) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established (4).

(9) The establishment of an initial medical care component consisting of at least two members capable of providing immediate on-scene emergency medical support, and transport that provides rapid access to civilians or members potentially needing medical treatment (2)

(10) Total effective response force a minimum of 27 (28 if an aerial device is used)

5.2.4.4* High-Rise Initial Full Alarm Assignment Capability.

Δ 5.2.4.4.1 Initial full alarm assignment to a fire in a building with the highest floor greater than 75 ft (23 m) above the lowest level of fire department vehicle access shall provide for the following:

(1) Establishment of a stationary incident command post outside the hazard area for overall coordination and direction of the initial full alarm assignment with a minimum of one officer with an aide dedicated to these tasks and all operations are to be conducted in compliance with the incident command system. (2)

(2) Establishment of an uninterrupted water supply to the building standpipe/sprinkler connection sufficient to support fire attack operations maintained by an operator and if the

building is equipped with a fire pump, one additional member with a radio to be sent to the fire pump location to monitor and maintain operation. (1/1)

(3) Establishment of an effective water flow application rate on the fire floor at a minimum of 500 gpm (1892 L/m) from two handlines, each operated by a minimum of two members to safely and effectively handle the line. (4)

(4) Establishment of an effective water flow application rate on the floor above the fire floor at a minimum of 250 gpm (946 L/m) from at least one handline, with each deployed handline operated by a minimum of two members to safely and effectively handle the line. (2)

(5) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established. (4)

(6) Provision of two or more search-and-rescue teams consisting of a minimum of two members each. (4)

(7) Provision of one officer, with an aide, dedicated to establishing an oversight at or near the entry point on the fire floor(s). (2)

(8) Provision of one officer, with an aide, dedicated to establishing an oversight at or near the point of entry on the floor above the fire. (2)

(9) Provision of two or more evacuation management teams to assist and direct building occupants with evacuation or sheltering actions, with each team consisting of a minimum of two members. (4)

(10) Provision of one or more members to account for and manage elevator operations. (1)

(11) Provision of a minimum of one trained incident safety officer. (1)

(12) Provision of a minimum of one officer two floors below the fire floor to manage the interior staging area. (1)

(13) Provision of a minimum of two members to manage member rehabilitation and at least one of the members to be trained to the ALS level. (2)

(14) Provision of an officer and a minimum of three members to conduct vertical ventilation operations. (4)

(15) Provision of a minimum of one officer to manage the building lobby operations. (1)

(16) Provision of a minimum of two members to transport equipment to a location below the fire floor. (2)

(17) Provision of one officer to manage external base operations. (1)

(18) The establishment of an initial medical care component consisting of a minimum of two crews with a minimum of two members each with one member trained to the ALS level capable of providing immediate on-scene emergency medical support, and transport that provides rapid access to civilians or members potentially needing medical treatment. (4)

(19) Total effective response force a minimum of 42 (43 if the building is equipped with a fire pump).

Statistics encompass May and June to date

Inspections performed residential; 4

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family and commercial; 39

Permits issued since last council meeting;

- 0 new residential building.

- 1 residential demolition

- 2 new commercial buildings permitted.

- 1 commercial repair/remodel permitted.

- 0 demolition commercial permitted.

- 3 Projects currently in application or submission review.

- 1 new Residential pending.

Construction activity has increased in the Village. 3 new residential projects are in various stages and the Columbine Addition is well into the foundation stage in Amizette.

Hiker parking toilet building is in ordering stages. I am scheduling interviews with design professionals to maximize the parking capacity for the site.

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

Projects Updates and Key Initiatives:

Twining Road Improvement Project - Presented \$3.75M construction funding request to Regional Transportation Planning Organization. Project was ranked and prioritized 2nd overall. Funding award to be determined by NMDOT this summer and the State Transportation Board first week of September.

Successfully granted \$100,000 to complete final design and engineering from 2021 Legislative Capital Outlay request supported by Rep. K. Ortiz. Awaiting direction on contracting process from NMDOT to continue into final design and engineering.

Water Plan Report - Project has evolved into a collaboration effort between TSVI and the Village. Regular monthly meetings held with final report expected Sept. 1. New report will provide a concise summary of VTSV's water supply across time and various expected climatic conditions and the projected water demand into the near future. This report will lead into a much larger water infrastructure plan update next year. The short summary report will help guide land development decision making.

Kachina Area Master Plan - TSVI, in tandem with adjacent property owners, and in consultation with Village staff, initiated a master planning process in the Kachina Area. Property owner's draft plan submitted June 4th. Currently under staff review. The KAMP proposal will receive formal public review and consideration as an Amendment to the Village Comprehensive Plan later this year.

Development Impact Fees Updated Study - The Village Capital Improvements Advisory Committee (CIAC), as required by state statute, has completed its review and recommendations on the Village's Capital Improvement Plan, Land Use Assumptions, and Development Impact Fee Schedule. This was presented to the P&Z Commission on June 7th for comment and review. It will be presented to the P&Z Commission again on July 12th for formal recommendation and a Public Hearing thereafter at the Village Council. This is also a discussion item on today's Council agenda.

Thunderbird and Ernie Blake Roads Reconstruction Project - Project reinitiated mid-May to complete Tbird paving, landscaping, and other punch list items. Project on schedule for hardscape completion in June with landscaping to follow.

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

Planning Commission Meetings - June meeting occurred as scheduled. July 12th agenda expected to include, amongst other items, a recommendation on the Development Impact Fees Ordinance, which will update the Village Capital Improvement Plan, Land Use Assumptions, and Development Impact Fee Schedule.

PUBLIC WORKS UPDATE

June 22, 2021

- Water:
 - Monthly sampling
 - Water Sold
 - Total 294,480 gallons
 - Residential 57,010 gallons
 - Commercial 237,470 gallons
 - Staff has changed out a couple of meters that were not transmitting.
 - Finalized the annual report and sample schedule for 2021 with NMED.

- Wastewater:
 - Compliance report for May 2021
 - Compliance – No issues to report.

Date	BOD Data		pH	TSS		NH ₃ (Ammonia)		Total P		Flow, MGD	E.Coli	Fecal	Date	Total N: mg/L	Total N: lb/d
	mg/L	lb/d		mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	Daily	CFU	CFU		TKN + NO3 + NO2	TKN + NO3 + NO2
5			7.50							0.033	1.00	1.00	5	0.00	0.00
12	2.00	0.60	7.64	0.63	0.19	0.36	0.11	0.36	0.11	0.036			12	5.43	1.63
18			7.62							0.053	1.00	1.00	18	0.00	0.00
Total		0.60			0.19		0.11		0.11	1.260			Total	Total Nitrogen	
7 Day Avg (MAX)	2.00	0.60	7.72	0.63	0.19	0.36	0.11	0.36	0.11	0.056	1.00	1.00	7 Day Avg	5.43	1.63
Min	2.00	0.60	7.32	0.63	0.19	0.36	0.11	0.36	0.11	0.019	1.00	1.00	Min	mg/L	lb/d
30 Day Avg (AVG)	2.00	0.60		0.63	0.19	0.36	0.11	0.36	0.11	0.041			30 Day Avg	5.43	1.63

- Plant and Collections Update
 - Ovivo worked on a couple of issues.
 - Working on permeate pump warranty issue.
 - Getting more parts for UV system
 - Troubleshoot Train #2
 - Found two membrane modules with no O-rings.
 - Working on flushing the steel equalization tank
 - Isolated and flushing solids out of the tank
 - Compared to the flow in 2020, we are down 14.8% for the month of May
 - Replaced UV bulbs, ballasts, and fuses.
 - Continuing to jet rodding the main line

- 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 June 24th.

- Equipment
 - Routine equipment maintenance

- General Work
 - Housekeeping in the buildings

DMR Copy of Record

Permit: NM0022101
 Major: Yes
 Permitted Feature: 001
 External Outfall
 Report Dates & Status: From 05/01/21 to 05/31/21
 Monitoring Location: 1 - Effluent Gross
 Considerations for Form Completion:

Permittee: TAOS SKI VALLEY, VILLAGE OF
 7 FIREHOUSE RD.
 38 OCEAN BLVD.
 TAOS SKI VALLEY, NM 87525

Facility: TAOS SKI VALLEY, VILLAGE OF
 7 FIREHOUSE RD.
 TAOS SKI VALLEY, NM 87525

Discharge: 001-A
 TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO

DMR Due Date: 06/15/21
 Status: NoDMR Validated

Principal Executive Officer: Anthony Marthoz
 Title: Public Works Director
 Telephone: 575-776-8220

Code	Parameter Name	Monitoring Location	Season #	Param. NOCI	Qualifier	Value 1	Qualifier 1	Units	Qualifier 2	Value 2	Qualifier 3	Value 3	Units	# of Ex.	Frequency of Analysis	Sample Type
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	1	-	Sample = 0.6 Permit Req. <= 23.8 30DA AVG <= 35.7 7 DA AVG Value NODI	0.6	=	26 - lbd	2.0	=	2.0	=	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00400	pH	1 - Effluent Gross	0	-	Sample = 7.32 Permit Req. >= 6.6 MINIMUM Value NODI	7.32	=	26 - lbd	7.72	=	7.72	=	12 - SU	0	05/01 - 5 Days Every Week	GR - GRAB
00530	Solids, total suspended	1 - Effluent Gross	1	-	Sample = 0.19 Permit Req. <= 23.8 30DA AVG <= 35.7 7 DA AVG Value NODI	0.19	=	26 - lbd	0.63	=	30.0 30DA AVG <= 45.8 7 DA AVG	=	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00600	Nitrogen, total [as N]	1 - Effluent Gross	1	-	Sample = 1.63 Permit Req. <= 46.55 30DA AVG <= 68.8 7 DA AVG Value NODI	1.63	=	26 - lbd	5.43	=	27.9 30DA AVG <= 41.2 7 DA AVG	=	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	1	-	Sample = 0.11 Permit Req. <= 5.34 30DA AVG <= 5.34 7 DA AVG Value NODI	0.11	=	26 - lbd	0.36	=	3.2 30DA AVG <= 3.2 7 DA AVG	=	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00665	Phosphorus, total [as P]	1 - Effluent Gross	1	-	Sample = 0.11 Permit Req. <= 1.8 30DA AVG <= 2.4 7 DA AVG Value NODI	0.11	=	26 - lbd	0.36	=	1.0 30DA AVG <= 1.5 7 DA AVG	=	19 - mg/L	0	01/30 - Monthly	24 - COMP24
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	-	Sample = 0.041 Permit Req. Mon 30DA AVG Value NODI	0.041	=	26 - lbd	0.042	=	Req Mon 7 DA AVG	=	03 - MGD	0	01/01 - Daily	TM - TOTAL
50060	Chlorine, total residual	1 - Effluent Gross	0	-	Sample = 19.0 INST MAX Permit Req. 9 - Conditional Monitoring - Not Required This Period Value NODI	19.0	=	26 - lbd	19.0	=	19.0 INST MAX	=	28 - ug/L	0	05/01 - 5 Days Every Week	GR - GRAB
51040	E. coli	1 - Effluent Gross	0	-	Sample = 32 - CFU/100mL Permit Req. 235.0 DAILY MAX Value NODI	32	=	26 - lbd	1.0	=	235.0 DAILY MAX	=	32 - CFU/100mL	0	02/30 - Twice Per Month	GR - GRAB

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Agreement with the NM Department of Transportation for FY 2022 Local Government Road Fund Cooperative Agreement (COOP) Award

DATE: June 22, 2021

PRESENTED BY: John Avila, Village Administrator, Anthony Martinez, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village has applied annually for the NMDOT COOP/LGRF grant to address roads and road infrastructure. The Village Council passed Resolution No. 2021-467 at its February 23, 2021 Council meeting approving making application for funding. Improvements to Village-wide roads were listed in the application resolution. Any number of improvements and maintenance are fundable with the NMDOT COOP grant. The funding is for pavement rehabilitation/improvements, drainage improvements, and blading and shaping various Village roads as described. Drainage and dust control remain high priority tasks for Village roads.

The project will need funding in the Village FY 2022 budget in order to meet the Village required match. The project has been awarded \$75,003, with the NMDOT share of \$56,252, and the Village matching share of \$18,751.

STAFF RECOMMENDATION: Staff recommends approval of the NMDOT agreement to accept the FY2022 COOP/LGRF project awarded for \$75,003 and match the required \$18,751 in the Village's FY2022 budget.

Contract No. _____
Vendor No. 52151
Control No. L500442

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements, Drainage Improvements, Blading and Shaping, Miscellaneous of Various Town Roads** as described in Control No. **L500442**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **Seventy Five Thousand Three Dollars (\$75,003.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$56,252.00**

Pavement Rehabilitation/Improvements, Drainage Improvements, Blading and Shaping, Miscellaneous of Various Town Roads

2. Public Entity’s required proportional matching share shall be 25%: **\$18,751.00**

3. Total Project Cost: **\$75,003.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Seventy Five Thousand Three Dollars (\$75,003.00)**.

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

3. The Department Shall:

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

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

4. The Public Entity Shall:

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

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2022. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Village of Taos Ski Valley

By: Chris Bone

Date: 6/29/21

Title: MAYOR OF Village of TSV

Attest: Ann M. Wooldridge

Village Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Agreement with the NM Department of Transportation for 2022 (MAP) Municipal Arterial Program Award

DATE: June 22, 2021

PRESENTED BY: John Avila, Village Administrator, Anthony Martinez Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley applied for the NMDOT MAP cooperative grant and has been awarded a project intended for Twining Road of \$124,444. The Village required match is \$31,111 and NMDOT share is \$93,333.

The project is in line with the Twining Road design concept from Huitt Zollar, as the preliminary study information was used to apply for the grant funding. The project is anticipated to address, but is not limited to, design and construction of roadway facilities to address drainage issues at the lower end of Twining Road. It also may address the transition from the proposed "Bison" entry road.

The project will need funding in the Village FY 2022 budget in order to meet the Village required match. Application for NMDOT funding was approved by the Council at its February 23, 2021 meeting by Resolution 2-21-468.

STAFF RECOMMENDATION: Staff recommends approval of the NMDOT Agreement to accept the FY2022, \$124,444 MAP project awarded and to match the required \$31,111 in the FY 2022 budget.

Contract No. _____
Vendor No. 0000052151
Control No. HW2L500476

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L500476." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is One Hundred Twenty Four Thousand Four Hundred Forty Four Dollars and No Cents (**\$124,444**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: \$93,333

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

2. Public Entity's required proportional matching share shall be 25%: \$31,111

3. Total Project Cost: \$124,444

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Twenty Four Thousand Four Hundred Forty Four Dollars and No Cents (**\$124,444**).
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

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

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

4. The Public Entity Shall:

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

the “**AS BUILT Summary of Costs and Quantities**” form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in “**Certification of Construction Phase**” form.

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

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.

- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance

with NMSA 1978, Section 38-3-1(G).

19. Amendment.

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

<<Add below sentence if page is quarter or more blank>>
The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended By District 5

By: _____
District Engineer

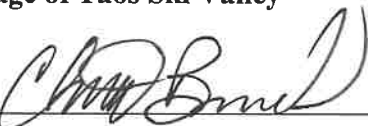
Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Village of Taos Ski Valley

By: 

Date: 6/29/21

Title: MAYOR VILLAGE OF TSV

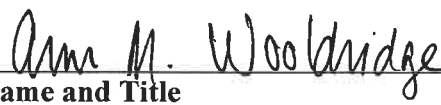
Attest: 
Name and Title

EXHIBIT A
Minimum Design Standards

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

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

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

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

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

EXHIBIT C
Construction Phase Duties and Obligations

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

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

Control No. L500476

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

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

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

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

Village of Taos Ski Valley

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L500476

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

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L500476** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

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

Village of Taos Ski Valley

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK:

[illegible]

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2021-477 Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and between the Village of Taos Ski Valley, New Mexico and the New Mexico Finance Authority for a Fire Department Apparatus and Related Equipment

DATE: June 22, 2021

PRESENTED BY: John Avila. Village Administrator and Brad Angst, Stifel Financial

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: At the regular Council meeting held on May 25, 2021, Council approved Resolution No. 2021-476 approving the application for an NMFA loan of \$454,115.50 for a Fire Department apparatus and related equipment, to be paid by State Fire Grant Funds. The Finance Authority Board of Directors approved the loan to the Village on May 27, 2021.

The following is a summary of the documents to be included in the closing packet and what each document accomplishes:

- Resolution – Authorizing and required document that allows the Village to enter into a debt obligation with the NMFA. Provides all details of the agreements and loan including the revenue pledge for the loan (Fire Fund Revenues), intercept agreement (allows the NMFA to be paid directly from the state treasurer), approves the terms and interest rates (06/01/2030 final payment at 0.92%), amongst other necessary actions in connection with the execution of and delivery of the loan agreement and intercept agreement.
- Loan Agreement: Agreement with the NMFA that details the loan terms, structure, repayment, and security. Loan is scheduled to close in July 2021.
- Intercept Agreement: Agreement with the NMFA and State Treasurer to allow for direct payment to the NMFA prior to the Village holding fire fund revenue. Funds will be taken from the quarterly Fire Fund Grant distributions and held in a loan payment account at NMFA.
- General and No Litigation Certificate: Provides the NMFA with affirmations and confirmations of the Village's ability to borrow funds and repay the loan, that certain appropriate legal procedures were taken, and details about the Villages incorporation and governing body.

- Arbitrage and Tax Certificate: Certifies that the Village projects are tax-exempt eligible for the IRS, proceeds of the loan will be used in the proper manner as required by the IRS, and that the loan is qualified tax-exempt pursuant to section 265(b)(3) of the IRS code.
- IRS Form 80380G: Required filing with the IRS as part of a tax-exempt borrowing.
- Delivery Deposit and Cross-Receipt Certificate: certifies that the Village received funds for the loan at closing in return for entering into a loan agreement with the NMFA and that the proceeds of the loan will be placed in trust account held at BOKF, NA as Trustee. Funds can be drawn through the submittal of Requisitions forms to the NMFA.

The NMFA Fire Department loan is scheduled to close July 30, 2021. Repayment of the loan obligations would be June 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2023. The initial interest payment will be due on December 1, 2022.

RECOMMENDATION: Staff recommends approval of Resolution No. 2021-477 authorizing the execution and delivery of a Loan Agreement and Intercept Agreement by and between the Village of Taos Ski Valley, New Mexico and the New Mexico Finance Authority for a Fire Department apparatus and related equipment.

VILLAGE OF TAOS SKI VALLEY, NEW MEXICO
RESOLUTION NO. 2021-477

The Village Council (the "Governing Body") of the Village of Taos Ski Valley, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body via zoom for the regular meeting held on June 22, 2021, at the hour of 2:00 p.m. Upon roll call, the following members were found to be present:

Present:

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

Absent:

Also Present:

Thereupon, there was officially filed with the Village Clerk a copy of a proposed resolution in final form.