EASEMENT DESCRIPTION

A strip of land within Parcel 1 of Projected Section 4, Township 27 North, Range 14 East, NMPM, in the Village of Taos Ski Valley, Taos County, New Mexico, more particularly described as being a right angle distance of 16.5 ft. on each side of the following centerline, extending and shortening the sidelines so as to terminate at the beginning and ending boundaries of this easement:

BEGINNING at the point of intersection between the westerly boundary line of the said Parcel 1 and the centerline of Ocean Boulevard, from whence Meander Corner 78, a 2008 USDI-BLM brass cap monument found, bears S 72° 05' 40" W, 1,189.86 ft. distant, and from whence a monument with an aluminum cap stamped NMPS 11770 set as a witness corner bears N 01° 34' 59" E, 33.05 ft. distant, thence along said road centerline:

N 88° 28' 09" E, 70.58 ft. to a point, thence:

An arc distance of 50.05 ft. along a curve concave to the north, having a radius of 190.00 ft. through a central angle of 15° 05' 35", the chord of which bears N 80° 55' 22" E, 49.91 ft. to a point, thence:

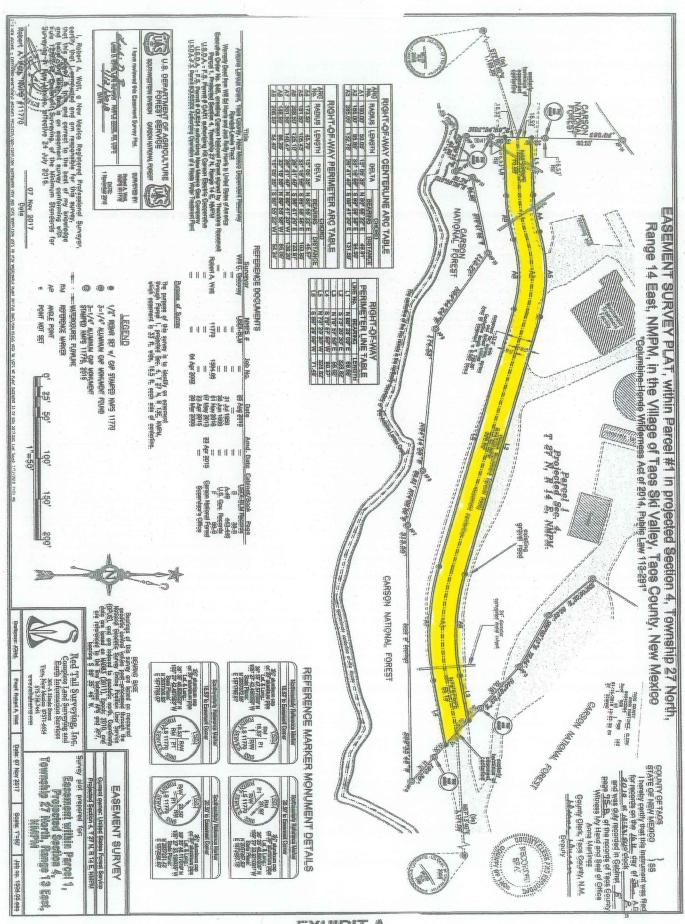
An arc distance of 95.85 ft. along a curve concave to the south, having a radius of 165.00 ft. through a central angle of 33° 16' 56", the chord of which bears S 89° 58' 58" E, 94.50 ft. to a point, thence:

S 73° 20' 30" E, 328.82 ft. to a point, thence:

An arc distance of 132.78 ft. along a curve concave to the north, having a radius of 285.00 ft. through a central angle of 26° 41' 40", the chord of which bears S 86° 41' 20" E, 131.59 ft. to a point, thence:

N 79° 57' 50" E, 68.19 ft. to the terminus of this easement, the point of intersection between the easterly boundary line of the said Parcel 1 and said road centerline, from whence an aluminum cap stamped NMPS 11770 set as a witness corner bears N 46° 27' 23" W, 41.00 ft. distant, and from whence Meander Corner 80, a 2008 USDI-BLM aluminum cap monument found, bears N 87° 13' 40" E, 3,171.00 ft. distant.

This easement is 746.28 ft. in length and contains 0.565 acre more or less, as shown on Red Tail Surveying, Inc. plat no. 1504.05.eas, entitled Easement within Parcel 1, Projected Section 4, Township 27 North, Range 14 East, NMPM, dated 7 November 2017, prepared by Robert A. Watt, NMPS #11770.



VILLAGE OF TAOS SKI VALLEY Village Council Agenda Item

AGENDA ITEM TITLE: Consideration to Approve a Memorandum of Understanding (MOU) for Snow Storage

DATE: December 11, 2018

PRESENTED BY: Mark G. Fratrick, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

TSVI has worked with the Village on a Memorandum of Understanding (MOU) for snow storage at two locations; the Beausoleil site and on a vacant lot located at Twining and OE Pattison loop. TSVI would allow the Village to utilize these locations for unrestricted snow storage. After the ski season and snow melt-off, the Village would be required to clean up the area of any debris and gravel left from the season's plowed snow.

RECOMMENDATION: Staff recommends approval of the Memorandum of Understanding (MOU) for Snow Storage

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

[For Snow Storage From Village Roads on a Portion Of TSVI's Leased Land Lot 1-A, Block A (formerly "Beausoleil Site") and TSVI's Lot 1, Block B]

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT ("Agreement") is entered into this _____ day of ______, 2018 (the "Effective Date") between the VILLAGE OF TAOS SKI VALLEY, an incorporated New Mexico municipal corporation (the "Village"), and TAOS SKI VALLEY, INC., a New Mexico corporation ("TSVI"). The Village and TSVI are collectively referred to hereinafter as "the Parties." This Agreement is entered into by the Parties to set forth the terms and conditions under which TSVI will allow the Village to store snow ploughed from Village roads on a portion of TSVI leased property known as the "Beausoleil Site" and on TSVI's vacant Lot 1, Block B.

Agreement

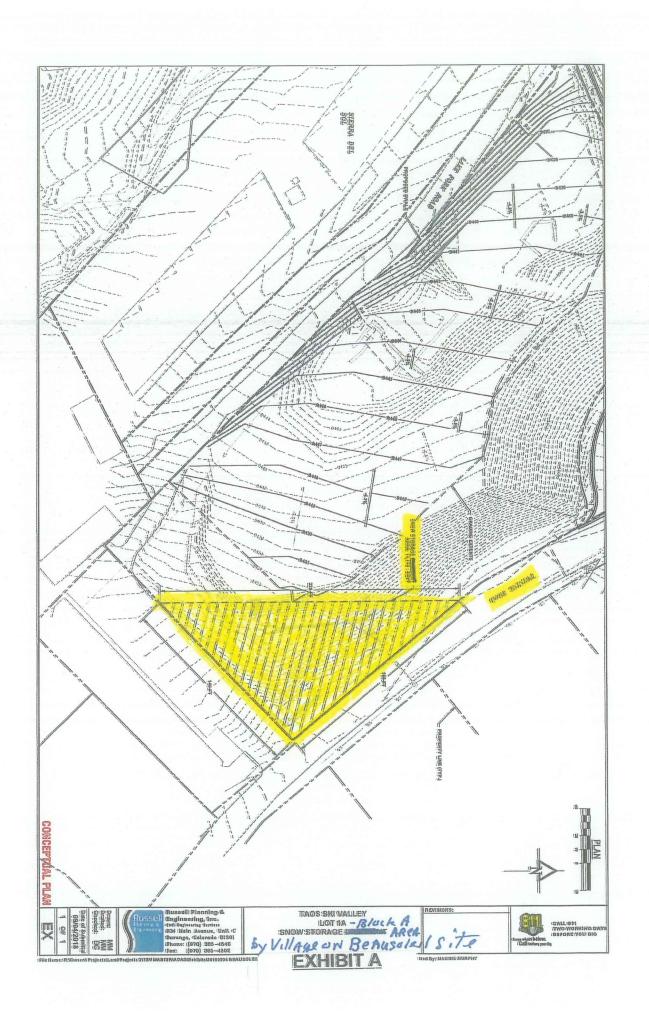
NOW, THEREFORE, for and in consideration of the mutual covenants, understandings and agreements contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby understand, covenant and agree as follows:

- 1. <u>The Village of Taos Ski Valley</u>. The Village of Taos Ski Valley (the "Village") is an incorporated New Mexico municipal corporation and the road owner of realigned Ernie Blake Road and Twining Road and other dedicated public roads with the Village of Taos Ski Valley, New Mexico.
- 2. <u>Taos Ski Valley, Inc.</u> Taos Ski Valley, Inc. ("TSVI") is a New Mexico corporation engaged in operating a ski area in and near the Village and is the Lessee under a Ground Lease of Lot 1-A, Block A in the Core Village known as the "Beausoleil Site". TSVI is also the fee title owner of vacant Lot 1, Block B at the corner of O.E. Pattison Loop and Twining Road in the Village of Taos Ski Valley.
- 3. TSVI agrees to allow the Village to store snow ploughed from Village roads on that 11,170 square foot area portion of TSVI's leased property known as the "Beausoleil Site", all as shown on attached Exhibit A hereto and on TSVI's vacant Lot 1, Block B, O.E. Pattison Subdivision, located at the corner of O.E. Pattison Loop and Twining Road, as shown on Exhibit B hereto.

- 4. The Village agrees to remove any and all debris from this snow storage area on both the Beausoleil Site and on Lot 1, Block B that was deposited with snow as part of the Village storing snow on the Beausoleil Site and Lot 1, Block B after this snow melts.
- 5. The Village will not be required to remove any debris that was previously on this snow storage area on either the Beausoleil Site or Lot 1, Block B or the debris that was deposited on these properties but not linked directly to the Village's snow storage operations.
- 6. Once the snow has melted from the snow storage area on the Beausoleil Site or Lot 1, Block B, the Village will work with TSVI on setting up a date, agreeable to both Parties, on which to remove debris (as stated in paragraph 4 above).
- 7. The Village will either pay for repairs to the Beausoleil Site or Lot 1, Block B or its personnel/employees/contractors will repair any damage caused due to its snow storage operations.
- 8. If TSVI would like to start construction activities on the Beausoleil Site in early April 2019, the Village understands that snow in the way of any such construction activities would have to be moved. This would apply to only the additional snow that was placed on the Beausoleil Site snow storage area. TSVI will give the Village a minimum two-week notice of what snow needs to be removed and by what date it needs to be moved.
- 9. Nothing in this Agreement shall be interpreted as constituting a waiver, by the Village, whether express or implied, of the sovereign immunity of the Village, or as a waiver of the Village's immunities and protections provided for under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1, et seq. or New Mexico law generally.
- 10. The term of this Agreement shall be for one (1) year, ending no later than October 1, 2019 unless otherwise extended by written agreement of the Parties before said expiration date.
- 11. Remedies for default or breach by either Party shall, in addition to all other legal and equitable remedies at law, include immediate termination of this Agreement or specific performance.

IN WITNESS WHEREOF, the Parties hereto agree with the terms of this Agreement and signify their acceptance of this Agreement effective on the day of the last Party signing.

Date:	FOR:	VILLAGE OF TAOS SKI VALLEY, NEW MEXICO, A New Mexico Municipal Corporation
		By:
		Mark G. Fratrick
		Its: Village Administrator
Date:	FOR:	TAOS SKI VALLEY, INC.,
		A New Mexico Corporation
		By:
		David Norden,
		Ite CEO



That based on Tille Commitment SF \$49.02710; provided by Frist American Tille Insurance Dipporty and survey plot entitied Stocky Mourican Conforminans, propered by Jennes D. Crosk, NAPS \$62.13, Job \$450.021, dated Go September 1850, and Ifab A. Cochier C. page 58-4, of the Took County-Seconds, on Inspection, your mode rated my direction of the subject premises located of the 1, Slock B of the D.E. Pottison Subdivision, Toos Sé Volley, Took County, Nort Masico. Apparent entrocabments by buildings, projections or combous thereof, agos efficie literate, or equivalent of the subject promises uppearing to entrocab upon an evertance adjoining properties, or experience of adjoining properties or any opportunities of adjoining properties or apparent properties or either signs of occasioning, properties or expecting to ancroach upon subject promisess. Tennes or other signs of occasioning. The above information is beased on boundary information token from a prior surrey, and may not retired all information which may be disclosed by a boundary survey. No manuments yeers self. This tract is subject to all partients essements, natriculous and resembles no record, and to exception aboutments as stated in the title commitment referenced parent. This report is not to be relief upon for the establishment of ferces, buildings or other future improvements. Proof: Robert A. Watt Surface evidence of rights—of—yey, aid highlyops or abandoned roads, lanes, trails, diffreyeys and utility lines on or crossing subject premises; IMPROVEMENT LOCATION REPORT prepared for proposed transaction between Date: 01 Feb 2018 Springs, streams, rivers, imigaban ditakes, pands or lokes localed on, baratring or crossing subject promises: John driveyope or Malkingye, joint gorages, party yeals or ngats of support, steps or roofs used in common; Job no. 2245.ILR Draftsman: T S 4. Overhead utility poises, unabure, perdestrie, wires or lines overhonging or crossing subject. premises and serving other proporties; Scale: 1"=307 Ol February 2018 Date HAVE INSPECTED FOR THE FOLLCHING ITEMS, which, it found, are shown on this drawings Twining Development, Spedific physical evidence of boundary lines on all sides of subject pramises. Evidence of constants or burial grounds loaded on subject premises O The Line 500 Complete Land Surveying and Earth Information Services THE IS TO CERTIFY TO The Company: First New Maxico Tibe & Abstract Company Updatyfular First American Tibe Insurance Company 301-A. Finde Strat Taos, New Merden 87571-6654 575.753.7441 Red Tail Surveying, 11770 d Robert A. Wort, NMPS Terry to Ö (f)Douglas (1) T sci Taos County Filing Info. Cab. Page Thing Road Capie, This is not a boundary survey dollies group toop This report is *not* for use by a property owner for any purpose. This is *not* a boundary surve and may not be sufficient for the survey exception from an owner's title policy. It may or may not reveal encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate boundary survey. 9'85 j 30 9,00 2018,DND LOST SONUE 03 Sep Lot 1, Block B no buildings R3021 TENN OF OUR Karaga Karaga 3000 S O.E. Pollison Loop 11,69,521 m (Public, Brave) -1882'-WAPIS 4 HERE MENT MENT MACHINED PROJECTS AZON - 2208/12245 19W TERRY, DAMO TO 15M MPAS DEMETHICS ONN 1245 Block 5213 Lot 9 079 f.00'02 James D. Crawi 8,88,91N Biook 2 cί 3 3/8" REBAR FOUND (OR AS NOTED) 30, Racky Mountain Condominiums ELECTRICAL JUNCTION BOX ELECTRIC TRANSFORMER TELEPHONE PEDESTAL 90, ELECTRIC METER POINT NOT SET EGEND 30 PLAT REFERENCE No. 0 ហ \circ

Village of Taos Ski Valley Village Council Agenda Item

AGENDA ITEM TITLE: Consideration to Approve a Penalty Waiver for 104 WPC June
Lodger's Tax report

DATE: December 11, 2018

PRESENTED BY: Mark G. Fratrick, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

A Wheeler Peak Condominium 104 June Lodger's tax report and check were not received by the Village for WPC 104. When the next report arrived, it was unclear to Village Staff if the lodger was late in reporting or had missed a month. The Village requested payment of a late penalty, as per Ordinance. The lodger's tax submitter requested a waiver of the penalty fee, which is attached.

Village Ordinance 2012-14 states: "each vendor will make a report by the 25th of each month of receipts for lodging for the preceding calendar month."

Section 10, item A: "Every vendor is liable for the payment of the proceeds of any occupancy tax that the vendor failed to remit to the municipality, whether due to his failure to collect the tax or otherwise. He shall be liable for the tax plus a civil penalty equal to the greater of 10 percent of the amount not remitted or one hundred dollars (\$100)."

Recommendation:

The Village's auditors recommend that the Village adheres to Village ordinances; in the past, other entities have had to pay the \$100 late fee for late submissions.

Village of Taos Ski Valley

7 Firehouse Road

Village of Taos Ski Valley, NM 87525

Dear Renee and/or Village Counsel,

I am writing to appeal that the requested payment of a penalty for 104WPC. For several reasons I am requesting that the counsel reconsider the penalty for this specific instance.

As you can see from the supporting documentation, we filled out the report and wrote the check on July 22, mailed it on July 23, but post dated the check for July 25 considering an anticipated arrival to the VTSV. We did not realize you never received that check until we were notified by mail on Oct 3. The VTSV does not provide an online reporting or payment service so we don't have a view into when or whether our checks arrive. Since 2015 we have never had one go missing so we were not on alert to any issue. The letter was mailed from the NE Lomas post office in Albuquerque – I even brought them (two pieces of mail to Taos – the other letter arrived to its Taos destination) inside as the outside box was suspect with sticky stuff all over it.

You can see from our history, we have always filled out and paid every return on time. That is nearly 4 years of history of never wavering on our responsibility and in the case of the missing July payment, we acted in that same responsible manner by filing and mailing on time (early). We have also completed our annual business license renewals on time. We take the responsibility very seriously and have never been late on a payment of any sort to VTSV or the State of New Mexico for gross receipts tax. I have included a copy of the July return that we completed to the State of New Mexico. It is my practice to complete the VTSV and the State return at the same time. You can see the date the return was filed with the State was on July 22, the same day I created the VTSV report and filled out the check. We file online and pay online to the State.

I apologize that we were not aware you did not receive the check. This is the first time that mail from us to you has not been delivered. We will stop payment for the July 22 check # 1132 and have included a new check to cover our lodging tax due.

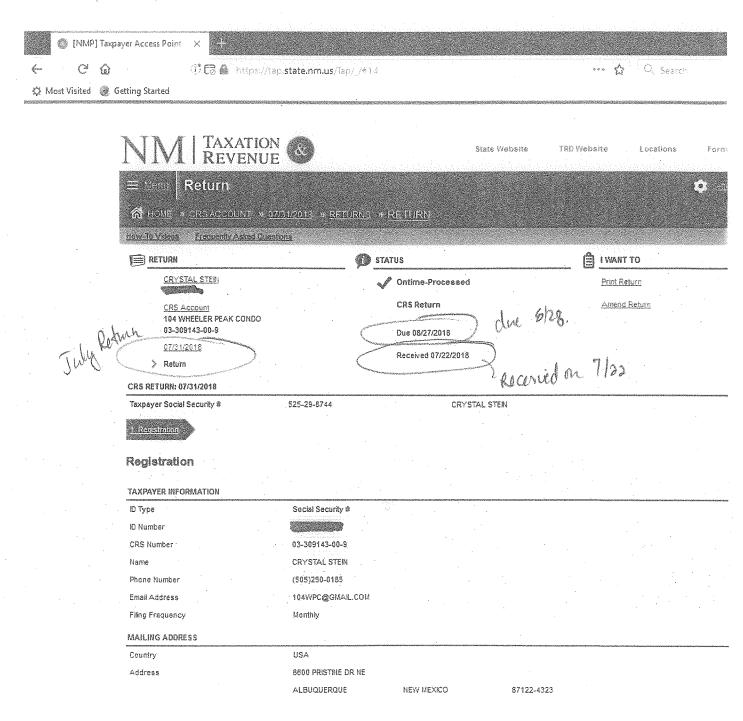
My appeal to the decision makers is that you understand the missing July payment was not an oversight or lack of responsibility or willful intent to not pay. We'd ask that you waive the penalty and we'll make a concerted effort to check our account for unprocessed checks going forward. And too, we're hoping that some of the lodging tax receipts might help fund an online filing and payment capability.

Sincerely,

Crystal Stein 104WPC 03-309143-009



Eupporting information that I mailed a CK, to VTSV.



To update your information, complete Form ACD-31075. Business Tax Registration Update Form,

VTSV - The sound day I wnote the July of Oheck to VTSV, I also submitted the Etate of Mr tax nature.

Tholas- wnote their to VTSV. Thospie, brought duffinter from on longer in ABB. Dated theek This as I antieparted their when you'd receive it.

2018 Ad July 25/18 1144 \$112.65 LAGE OF TAOS SKI VALLEY v. 164 87525 Fax (578) 778-1148 OCT 0 9 2018 REPORT LODINE STATE Month of July NOT NEGOTIABLE 132 Phone No. 505 263-8619 FISHIN ATE 87122 OF LEN no LD. No. DB 309193 009 2253.9 This Month: For added security, your name and account number do not appear on this copy ☐ Mortgage 1 by 5.0%. X 0.03 112.65 Utilities Insurance Due, But Not Lane Report le Not Fled By The 20th Day Following The 112.65 boyo information in correct and reflects an accurate account of condition lodging during the previous month. Melon 7/20/18 Title Park To Carlo Walla Bayanas VARCERIES LOS CONTROLLA PROPERTIES

Vtsv E utsv. org

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

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

E-medil: visu@visu.org Web Site: visu.org

MAYOR: Christof Brownell

COUNCIL: Jeif Kenn Roger G. Pattisom J. Christopher Stagg Thomas P. Williams

VILLAGE ADMINISTRATOR: Mark G. Fratrick

HIMANICE DIRECTOR:

CLERK: Ann M. Whookdinidige Kyle Zottnick 8600 Pristine NE Albuquerque, NM 87122

Dear Bookkeeper,

Our records show that we never received a Lodger's Tax Report or payment for the month of August, 2018. You mailed in a report on 8/28/18 and named it August, but previous to that we had June 2018. So either July was late or August is late and you owe a late penalty, Attached is a copy of June and August.

If the report is late then there is a late fee of \$100 per month or 10% of the tax due, whichever is greater. The guidelines for Lodger's Tax reporting are set forth in village Ordinance 12-14. They state that each vendor shall make a report by the 25th day of each month of the receipts for lodging in the preceding calendar month, even if the receipts were zero.

Please submit the report and whatever payment is necessary, including the late fee.

Thank you, and feel free to contact me at 575-776-8220 ext. 0# if you have any questions.

Sincerely,

Renee Romero

Administrative Assistant

Village of Taos Ski Valley

Encl.

VILLAGE OF TAOS SKI VALLEY Village Council Agenda Item

AGENDA ITEM TITLE: Discussion of HB 98, the Local Election Act

DATE: December 11, 2018

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The NM legislature passed House Bill 98 in 2018 which changed the NM State Statutes for election codes for municipalities. As a municipality, the Village of Taos Ski Valley must now make a choice to either: (A) Opt-in to the Local Election Act and pass an Ordinance to have the Taos County Clerk run the municipal elections in the fall of odd-numbered years, and either shorten or lengthen the terms of office of elected officials with terms ending in 2020, or (B) Opt-out and pass a Resolution to run the municipal elections locally in March of even-numbered years.

The cost of participating in the Taos County election by the Local Election Act is based on \$250 for each \$1 million of General Fund Expenditure from the municipality, which would total \$500 every year for the Village of Taos Ski Valley, as the Village would be billed annually. The cost of running the local elections has been, in the past, \$2,000 every two years.

RECOMMENDATION: This item is for discussion only at this time but with a Council recommendation to the Village Staff on next steps, either presentation to the Council in January of a Resolution to Opt-out, or presentation of the first reading of an Ordinance to Opt-in to the Local Election Act.

Ann Marie Wooldridge

From:

NMMunicipal League <info@nmml.org>

Sent:

Monday, November 05, 2018 2:20 PM

Cc:

William Fulginiti; Regina Romero; Randy Van Vleck; Edwin Zendel; Linda Alire-Naranjo;

Anita Tafova

Subject:

Election Information re: Local Election Act

Importance:

Hiah

TO:

MUNICIPAL CLERKS, DEPUTY CLERKS & MANAGERS

FROM:

New Mexico Municipal League

RF.

ELECTION INFORMATION REGARDING THE LOCAL

ELECTION ACT

URGENT ATTENTION REQUIRED!

The adoption of the Local Election Act (HB98) in 2018 affects all municipalities. Your governing body now has a choice regarding how and when municipal elections are conducted.

The Local Election Act (LEA) combines all non-statewide elections on one election day - the first Tuesday following the first Monday in November in odd numbered years. The entities affected include school boards, soil and water districts, special hospital and other authority districts (solid waste, transportation, community college, etc.).

MUNICIPALITIES ARE THE ONLY ENTITY ALLOWED A CHOICE OF ELECTION DATES.

As a municipality, you may continue to conduct your elections in March of even numbered years, now referred to as Municipal Officer Election (MOE). Municipal Clerks will continue to conduct these elections and the municipality pays all costs of the election.

As an option, your municipality may choose to change the election date (opt-in) and become part of the regular local election held in November of odd-numbered years. You will also have to adjust the terms of office for your elected officials whose terms expire starting in 2020. The County Clerk conducts these elections and your municipality will be assessed an annual fee to help defray the cost of these elections.

TO CONTINUE CONDUCTING MUNICIPAL ELECTIONS IN YOUR MUNICIPALITY (March 2020): We recommend you adopt a resolution stating that position. A sample resolution has been developed. A calendar with very basic deadlines for the Municipal Officer Election process has also been developed. This calendar is an Excel workbook with two worksheets – one for regular municipal elections and one for municipalities who have run-off elections. A link to these documents is provided below (to the Clerks webpage on the NMML website).

TO OPT-IN TO THE LOCAL GOVERNMENT ELECTION (November 2019): YOU MUST ADOPT AN ORDINANCE TO OPT-IN AND SHORTEN OR LENGTHEN THE TERMS OF OFFICE OF YOUR ELECTED OFFICIALS WITH TERMS ENDING IN 2020. THIS ORDINANCE

must be submitted to the Secretary of State have been developed. A calendar with basic deadlines for the Regular Local Election has also been developed. This calendar is an Excel workbook with two worksheets – the second worksheet is only for municipalities with run-off elections. A link to these documents is provided below (to the Clerks webpage on the NMML website).

For municipalities who opt-in to the Local Government Election, the first half of your annual assessment will be due by January 30, 2019, with the second half due July 30, 2019. The assessment is calculated as \$250 per each \$1,000,000 or minor fraction of expenses in your general fund, excluding capital and federal projects. A municipality with less than \$100,000 in general fund expenditures pays no fee. Municipalities who have run-off elections are assessed \$500 per each \$1,000,000 or minor fraction. The Secretary of State's office will invoice the opt-in municipalities through DFA's billing module.

A presentation on these election choices was given at the recent 2018 Clerks Institute/Academy. The power point presentation is also available for download from the Clerks' page on the NMML website. The presentation was also recorded and the videos are available for viewing and downloading at the City of Rio Rancho's website – *click*

here: https://rrnm.gov/4296/40698/2018-MMC-Election-Presentation

Click here https://nmml.org/subsections/clerks-and-finance-officers/ to access the documents referenced above and listed below:

March 2020 Municipal Officer Election:

- -Sample Resolution
- -Kev Dates Calendar

November 2019 New Local Government Election:

- -Sample Opt-In Ordinance
- -Sample Letter to Secretary of State Transmitting Opt-In Ordinance
- -Opt-In Calendar

Please do not reply to this email. -

FOR QUESTIONS AND ADDITIONAL INFORMATION ABOUT THE IMPACT OF THE LOCAL ELECTION ACT ON MUNICIPALITIES, contact NMML League Staff Members Randy Van Vleck or Ed Zendel at 800-432-2036, 505-982-5573 or at revanvleck@nmml.org or ezendel@nmml.org.

New Mexico Municipal League
PO Box 846 ● Santa Fe NM 87504-0846
1229 Paseo de Peralta ● Santa Fe NM 87501-2890
800-432-2036 ● 505-982-5573