

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2019-386 Establishing a Formal Development Review Team Process for All Land Development, Building Construction, and Public Infrastructure Projects within the Village of Taos Ski Valley

DATE: April 9, 2019

PRESENTED BY: Patrick Nicholson

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Yes, if necessary.

BACKGROUND INFORMATION: The Village of Taos Ski Valley Ordinance No. 17-30 currently allows for an unspecified review process that could involve review and comment from department and other professional subject area experts. In order to establish a consistent process, a Resolution calling for a Development Review Team is proposed to aid in the review and evaluation of all land development, infrastructure and construction projects within the Village. This process is used in other municipalities to get consistent, efficient review, and timely recommendations for private development and public construction projects.

RECOMMENDATION: Staff recommends approval of Resolution No. 2019-386 establishing a formal Development Review Team process under Ordinance 17-30.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2019-386**

**A RESOLUTION OF THE VILLAGE OF TAOS SKI VALLEY ESTABLISHING A
VILLAGE STAFF DEVELOPMENT REVIEW TEAM FOR LAND DEVELOPMENT,
INFRASTRUCTURE AND BUILDING PROJECTS**

WHEREAS, Ordinance No. 17-30, Sections 2-4 call for protection of the public health safety and general welfare through the scrutiny and encouragement of orderly development;

WHEREAS no building or structure shall be erected or improvements constructed within the Village without review of required documentation by the Village Planning Officer;

WHEREAS, a Development Review process is identified in general terms within the Ordinance and the Planning Officer wishes to establish a Development Review Team to aid in the review of all land development and infrastructure projects within the Village to ensure conformity with Village Ordinances and Land Use Regulations;

WHEREAS, a Development Team Review, comprised of professionals and specialists in their area of expertise and oversight, will assist and ensure that all land use and development projects receive proper review.

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

1. A Development Review Team shall meet regularly at a time and place determined by the Village Planning Officer. Proposals for review shall include any and all land development, infrastructure, and building projects within the Village municipal limits.
2. A pre-application conference is necessary with designated Village staff for all projects. Thereafter, upon submittal of an application, preliminary project documents, and payment of applicable fees, the Development Review Team will meet with the applicant and their project team.
3. At the initiation of each development application and construction project and pursuant to Ordinance No. 17-30, Village staff including, but not limited to, Director of Planning and Community Development, Building Official, Public Works Director, Director of Public Safety and other Village staff and /or contracted professionals shall conduct a review process for all land development and construction projects and confirm that all required project documents have been received.
4. The Development Review Team shall require that each project meet all federal, state and local laws, including land use regulations, building codes, and public infrastructure specifications, as well as conform to the adopted Village Comprehensive Plan and other officially adopted planning documents.

ADOPTED THIS 9 DAY OF APRIL 2019.

Mayor Christof Brownell

ATTEST:

Ann Marie Wooldridge
Village Clerk

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Award Contract for Fire Alarm Installation for the Village Hall Complex to Microtek

DATE: April 9, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The requirement to have a fire suppression system in the Village Complex Apartments is not required with a variance, and as long as the Village is able to install a Fire Alarm system. The request for Bids was conducted and after evaluation the recommended Fire Alarm contractor is Microtek. The Contractor will be able to access the outside of the building for alarm installation as construction weather improves. The apartment units cannot be leased until the Fire Alarm System is installed to State Fire Marshall standards.

STAFF RECOMMENDATION: Staff recommends awarding the Fire System installation contract to Microtek in order to get work completed, and approval to lease apartments is obtained.



SERVICES CONTRACT #2019-13

----- This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Microtek, LLC (hereinafter CONTRACTOR") on this 25th day of March, 2019.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide and install a smoke and fire alarm system at the Village Complex 10 unit apartments located at 1346 Hwy 150, Taos Ski Valley, NM.

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

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

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

1. Scope of Work. CONTRACTOR shall:

Provide and install smoke and fire alarm system in the 2 apartment buildings at 1346 Hwy 150, Village of Taos Ski Valley, NM 87525, in accordance with NFPA 72 National Fire Alarm and Signal code...and the 2015 IBC sections 907.2.9 group R-2 and 907.2.11.2 Groups R-2, R-3 R-4 and I-1, and per site drawings and building details as provided in original scope OF WORK DATED 3/1/19. See attached map "Exhibit A"

Conduit will be provided and installed primarily on the north side of the building using ladders. Connection between the apartment units will be buried within conduit.

The Village of Taos Ski Valley will be responsible to remove ice and snow, if any, from building roofs, and from driveway for access to the site.

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

Microtek, LLC
7116 Washington St. NE
Albuquerque, NM 87109
505-822-9100

3. Term. This contract shall be effective from 4/9/19 and terminate at 5:00 p.m. on 6/30/19 unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall **not be effective until approved by the VILLAGE Council and signed by the Mayor.** Contractor will be issued a notice to proceed to start the work once contract has been finalized.
4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract, not to exceed a sum of \$26,898.00 plus applicable sales of .0925% using the TIDD CRS code #20-480 for filing. Contractor will provide a twelve (12) month warranty on materials and workmanship, liability and workmen's comp insurance certifications, and W-9 form.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
10. Work Product. Once the construction has been accomplished, the quality of work must be approved and accepted by the Village as complete. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
11. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.

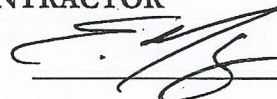
12. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
13. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
14. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
15. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
16. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.
17. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain liability insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
18. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
19. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
20. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
21. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or

CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.

22. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

CONTRACTOR

 Vice President 04/03/19

02-487258-00-0

CONTRACTOR'S GRT/CRS NUMBER or

CONTRACTOR'S FED. TAX ID NO. or SSN

VILLAGE OF TAOS SKI VALLEY

CHRISTOF BROWNELL, MAYOR

ATTEST:

ANN MARIE WOOLDRIDGE, VILLAGE CLERK

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2019-391 Requesting a Permanent Budget Adjustment (BAR) to the FY2019 Budget to Increase General Fund GRT Revenue and Expenses for the Village Complex

DATE: April 9, 2019

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village submitted its fiscal year 2018-19 budget in July of 2018. At that time the Village estimated Gross Receipts Tax (GRT) collections based on the prior fiscal year, budgeting conservatively. Revenue collections have already exceeded the proposed amounts by 10% as of March 2019. There are still two additional months of collections which occurred during the ski season, which will be disbursed in April and May. Staff now estimates an additional \$500,000 in collections between the Municipal and State GRT revenues.

The construction at the Village Complex has continued throughout the fiscal year. Currently the capital expense is \$172,000 over the budgeted amount and there are more projects to complete this fiscal year estimated at \$228,000. Staff requests an increase in capital expense of \$400,000.

Additionally the salary expense in the General Fund is already over by \$22,000 or 5.2%. There are six additional payrolls in FY2019. Based on these calculations, staff estimates a need to increase the salary expense in the general fund by \$100,000. Should this amount fall short, there should be other budget items with excess that funds can be transferred internally.

RECOMMENDATION: Staff recommends approval of Resolution No. 2019-391 to amend the budget for FY2019 to increase the GRT revenue budget and increase salary and capital assets expenses.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2019-391**

A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2019 BUDGET TO INCREASE GENERAL FUND GRT REVENUE AND INCREASE SALARY EXPENSE AND CAPITAL EXPENSE FOR THE WORK AT THE VILLAGE COMPLEX.

WHEREAS, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on April 9, 2019 proposes to make an adjustment to the Fiscal 2018-19 budget as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>
General 03 (11000)	6112 (51020) Salaries Expense	\$100,000.00
General 03 (11000)	8322 (58010) Capital Expense	\$400,000.00
General 03 (11000)	4021 (42401) GRT Shared	\$250,000.00
General 03 (11000)	4020 (41250) GRT Municipal	\$250,000.00

WHEREAS, at the regular meeting of the Village of Taos Ski Valley Governing body on April 9, 2019, it considered adjustments to its budget for the Fiscal Year 2018-2019; and

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

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

WHEREAS, it is the majority opinion of this Council that the proposed budget adjustments meets the requirements as currently determined for Fiscal Year 2018-2019.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves, authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2018-2019 be amended accordingly.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019.

THE VILLAGE OF TAOS SKI VALLEY

By: _____
Christof Brownell, Mayor

(Seal)

ATTEST:

Ann M. Wooldridge, Village Clerk

VOTE: For _____ Against _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2019-392 Requesting a Permanent Budget Adjustment (BAR) to the FY2019 Budget to Increase Water Sales Revenue and Correspondingly Increase Salary Expense in the Water Fund**

DATE: April 9, 2019

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village submitted its fiscal year 2018-19 budget in July of 2018. This was the initial year that the Village split the sewer and water back into separate funds. Revenues and expenses were split 80/20 based on a rough estimate of prior experience. Water collections are now projected to be higher than previously estimated by approximately \$31,000.00.

The salary expense in water is over-budget by 30%. Note that there were several critical water issues including; a water service line break on O.E. Pattison Loop, frozen service lines on Phoenix Switchback, Upper Twining, Kachina and Porcupine, and emergency filtration setup at the Phoenix Chlorination Station to maintain Green Tank levels which were dropping because of the high usage and low water availability. Staff would like to increase the salary budget by \$31,000.00. This will cover the shortage to date and allow for additional salary expense for FY2019.

RECOMMENDATION: Staff recommends approval of Resolution No. 2019-392 to amend the budget for FY2019 to increase revenue for water sales and to increase the salary expense in the water fund.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2019-392**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE
FY2019 BUDGET TO INCREASE WATER SALES REVENUE AND
CORRESPONDINGLY INCREASE SALARY EXPENSE IN THE WATER FUND**

WHEREAS, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on April 9, 2019 proposes to make an adjustment to the Fiscal 2018-19 budget as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>
Water Fund 01 (50100)	4010 (44220) Water Revenue	\$31,000.00
Water Fund 01 (50100)	6112 (51020) Salaries Expense	\$31,000.00

WHEREAS, at the regular meeting of the Village of Taos Ski Valley Governing body on April 9, 2019, it considered adjustments to its budget for the Fiscal Year 2018-2019; and

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

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

WHEREAS, it is the majority opinion of this Council that the proposed budget adjustments meet the requirements as currently determined for Fiscal Year 2018-2019.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves, authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2018-2019 be amended accordingly.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019.

THE VILLAGE OF TAOS SKI VALLEY

By: _____
Christof Brownell, Mayor

(Seal)

ATTEST:

Ann M. Wooldridge, Village Clerk

VOTE: For _____ Against _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Accept Land Dedication from the Kachina Property Owners Association of Four Parcels, totaling approximately 7.5 acres, with Restricted Use as Public Open Space

DATE: April 9, 2019

PRESENTED BY: Ben Cook, Kachina Property Owners Association President and Patrick Nicholson, Director of Planning & Community Development

STATUS OF AGENDA ITEM: New business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Kachina Property Owners Association desires to gift and convey to the Village of Taos Ski Valley four (4) parcels of land totaling approximately 7.50 acres (see attached map) with restricted use as public open space. These lands are intended to form the nucleus of the Village's new public trail network and foster the vision of a pedestrian-oriented Village.

The Village Planning and Zoning Commission reviewed the proposal at its February 4, 2019 meeting and approved a motion to 'Recommend Approval of Open Space Land Dedication of Four Parcels to the Village of Taos Ski Valley by the Kachina Property Owners' Association.'

RECOMMENDATION: Staff recommends that Village Council approve acceptance of the four parcels of land specified on the accompanying Deed of Gift document, subject to receiving the final deed and release of covenants documents.

**DEED OF GIFT
DEDICATION AND ACCEPTANCE**

Kachina Property Owners Association, Inc., a New Mexico Nonprofit Corporation, whose mailing address is: c/o Benjamin K. Cook, P.O. Box 66, Taos Ski Valley, NM, 87525, for consideration, Dedicates, Gifts, Grants and Conveys to Village of Taos Ski Valley, a Municipality of the State of New Mexico, whose mailing address is: P.O. Box 100, Taos Ski Valley, NM, 87525, its interest in the Real Estate legally described on Exhibit "A" attached hereto and hereby made a part hereof, with Special Warranty Covenants, and subject to current Real Estate Taxes not yet due and payable and Easements, Covenants, Reservation and Restrictions of Record, and conditions on the ground.

Witness our hands and seals this _____ day of _____, 2019.

Kachina Property Owners Association
A New Mexico Nonprofit Corporation

Benjamin K. Cook, as its President

ATTEST:

David Borns, as its Secretary

STATE OF NEW MEXICO)
)SS:
COUNTY OF TAOS)

On this _____ day of _____, 2019, before me personally appeared Benjamin K. Cook and David Borns, President and Secretary of the Kachina Property Owners Association, Inc., to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free acts and deeds, as President and Secretary, respectively.

(SEAL)

Notary Public
My Commission Expires: _____

TAOS ATTORNEY, LLC
SCOTT H. SANGER, ATTORNEY
ABBY G. SANGER, ATTORNEY
630 PASEO DEL PUEBLO SUR, SUITE 160
TAOS, NEW MEXICO 87571

DEDICATION ACCEPTED THIS _____ DAY OF _____, 2019
By VILLAGE OF TAOS SKI VALLEY, NEW MEXICO.

VILLAGE OF TAOS SKI VALLEY,
A Municipality of the State of New Mexico

By: _____
Christof Brownell, Mayor

ATTEST:

By: _____
Ann Marie Wooldridge, Village Clerk

APPROVED BY:

By: _____
Susan Baker, Village Attorney

STATE OF NEW MEXICO)
)SS:
COUNTY OF TAOS)

On this _____ day of _____, 2019, before me personally appeared Christof Brownell, Mayor, Village of Taos Ski Valley, New Mexico, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his own free act and deed.

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF NEW MEXICO)
)SS:
COUNTY OF TAOS)

On this _____ day of _____, 2019, before me personally appeared Ann Marie Wooldridge, Clerk of the Village of Taos Ski Valley, New Mexico, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her own free act and deed.

(SEAL)

Notary Public
My Commission Expires: _____

EXHIBIT "A"

Page 1 of 2

PARCEL 1

A tract of land located in Section 10, Township 27 North, Range 14 East, N.M.P.M. and being that certain parcel depicted as "East Open Space" on sheet 2 of 3 of a Final Subdivision Plat entitled "Kachina Subdivision Block O" prepared by Red Tail Surveying, Inc., Robert A. Watt, NMPS No. 11770, as Job No. 960.01 0, dated February 3, 2004 and filed for record in Cabinet E, Page 44-B in the Office of the County Clerk, County of Taos, State of New Mexico.

Containing 1.093 acres, more or less.

PARCEL 2

A tract of land located in Section 10, Township 27 North, Range 14 East, N.M.P.M. and being that certain parcel depicted as "Southeast Open" on sheet 2 of 3 of a Final Subdivision Plat entitled "Kachina Subdivision Block O" prepared by Red Tail Surveying, Inc., Robert A. Watt, NMPS No. 11770, as Job No. 960.01 0, dated February 3, 2004 and filed for record in Cabinet E, Page 44-B in the Office of the County Clerk, County of Taos, State of New Mexico.

Containing 0.259 acres, more or less.

AND

PARCEL 3

A tract of land located in Section 10, Township 27 North, Range 14 East, N.M.P.M. and being that certain parcel depicted as "Southwest Open Space" on sheet 3 of 3 of a Final Subdivision Plat entitled "Kachina Subdivision Block O" prepared by Red Tail Surveying, Inc., Robert A. Watt, NMPS No. 11770, as Job No. 960.01 0, dated February 3, 2004 and filed for record in Cabinet E, Page 44-B in the Office of the County Clerk, County of Taos, State of New Mexico.

Containing 4.762 acres, more or less.

Less and Except:

A tract of land within the Antoine Leroux Grant in the Village of Taos Ski Valley, Taos County, New Mexico, shown on the Taos County Property ID Maps within Projected Section 10, Township 27 North, Range 14 East, NMPM, described as part of the Southwest Open Space of Block O of the Kachina Village Subdivision, and more particularly described as follows:

BEGINNING at a 1/2" rebar found with a cap stamped LS 5213, from whence a monument with an aluminum cap stamped LS 11183 found at the former site of the Taos Ski Valley medevac helipad bears N 49° 54' 58" W, 7,062.36 ft. distant, thence:

S 71° 41' 24" E, 10.53 ft. to a 1/2" rebar found with a cap stamped LS 11183, thence:
N 03° 54' 54" W, 124.84 ft. to the NW corner of this tract, a 1/2" rebar set with a cap stamped NMPS 11770, thence:
S 50° 17' 38" E, 11.57 ft. to the NE corner of this tract, a 1/2" rebar found with a cap stamped LS 5213, thence:
S 17° 30' 46" E, 159.29 ft. to a 1/2" rebar found with a cap stamped LS 5213, thence:
S 17° 08' 46" E, 116.82 ft. to the SE corner of this tract, a 1/2" rebar set, thence:
N 74° 59' 11" W, 161.84 ft. to the SW corner of this tract, a 1/2" rebar set, thence:
N 67° 15' 49" E, 24.84 ft. to a 1/2" rebar set, thence:
N 29° 50' 49" E, 84.50 ft. to a 1/2" rebar set, thence:
N 03° 52' 11" W, 24.94 ft. to the POINT OF BEGINNING.

This tract contains 0.328 acre more or less, as shown on Red Tail Surveying, Inc. plat no. 1997.01, entitled Kachina Property Owners Association to Don C. Quast, dated 5 May 2016, prepared by Robert A. Watt, NMPS #11770.

Containing 4.434 acres, more or less

AND

EXHIBIT "A"

Page 2 of 2

PARCEL 4

Being that certain ± 1.735 acre tract of land depicted as "Open Space" on Sheet 4 of 6 of a Plat of Existing and Proposed Development entitled "Replat of Lot 1, Block 3, Kachina Village Subdivision, Additions to Block 3, Lot 1-6 & Open Space" prepared by AGS Land Surveying, Ann Gilmor Stewart, NMPS No. 11183, as Job No. 555, dated March 2002, and filed for record in Cabinet D, Page 182-A in the Office of the County Clerk, County of Taos, State of New Mexico, within Section 15, Township 27 North, Range 14 East, N.M.P.M. located in the Village of Taos Ski Valley, Taos County, New Mexico.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve North Gunsite Spring Monitoring Task Order No. 21 from the Village-Contracted Engineering Firm, Alan Plummer Associates, Inc.

DATE: April 9, 2019

PRESENTED BY: Patrick Nicholson, Planning Director

STATUS OF AGENDA ITEM: New business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: Building on an earlier preliminary assessment, the Village of Taos Ski Valley, in partnership with the landowner, desires to evaluate the feasibility of developing the Gunsite Spring as a Village water supply in terms of quality and quantity. Task Order No. 21 North Gunsite Spring Monitoring will establish a monitoring program during the spring/summer of 2019 and will provide recommendations for additional monitoring and/or provide preliminary design criteria for the construction of a spring flow structure.

The proposed Contract Task Order amount of \$30,000 exceeds the \$25,000 administrative approval threshold, and thus, requires Village Council approval to proceed.

RECOMMENDATION: Staff recommends approval of the North Gunsite Spring Monitoring Task Order No. 21 from the Village contracted engineering firm, Alan Plummer Associates, Inc.