

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

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

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

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

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

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

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

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF

staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page

TAOS SKI VALLEY WWATER TREATMENT PLANT SAP 19-D2557-GF

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

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**NEW MEXICO ENVIRONMENT DEPARTMENT**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date



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

I. Grantee Information		II. Payment Computation	
A. Grantee: Village of Taos Ski Valley		A. Payment Request No.	
B. Address:		B. Grant Amount: \$1,300,000.00	
		C. AIPP Amount (if Applicable): \$13,000.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 19-D2557-GF		F. Reversion Amount (if Applicable):	
E. Project Title: TAOS SKI VALLEY WWATER TREATMENT PLANT		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2023		H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input checked="" type="checkbox"/> STB (attach wire if first draw)	
		I. <input type="checkbox"/> Final Request for Payment (if Applicable)	
III. Fiscal Year:			
(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)			
IV. <input type="checkbox"/>		<b>Reporting Certification:</b> I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
V. <input type="checkbox"/>		<b>Compliance Certification:</b> Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
(State Agency Use Only)			
Vendor Code	Fund Code 89200		
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

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

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: \_Andrea Telmo

FROM: Grantee: Village of Taos Ski Valley

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 19-D2557-GF

Grant Termination Date: June 30, 2023

As the designated representative of the Department for Grant Agreement number SAP 19-D2557-GF entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_] ]  
Third-Party Obligation Amount: [\_\_\_\_\_] ]

Vendor or Contractor: [\_\_\_\_\_] ]  
Third-Party Obligation Amount: [\_\_\_\_\_] ]

Vendor or Contractor: [\_\_\_\_\_] ]  
Third-Party Obligation Amount: [\_\_\_\_\_] ]

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

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_] ]

The Amount of this Notice of Obligation: [\_\_\_\_\_] ]

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

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

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

Department Rep. Approver: [\_\_\_\_\_] ]

Title: [\_\_\_\_\_] ]

Signature: [\_\_\_\_\_] ]

Date: [\_\_\_\_\_] ]

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



**NMED ATTACHEMENT A**

**NEW MEXICO ENVIRONMENT DEPARTMENT  
CONSTRUCTION PROGRAMS BUREAU**

**PROJECT DESCRIPTION**

**Name of Grantee: Village of Taos Ski Valley**  
**Project Number: SAP 19-D2557-GF**

**The Village of Taos Ski Valley Waste Water Treatment Plant Expansion/Replacement** is critical to life safety and welfare of the population of the Village of Taos Ski Valley and all downstream populations. While the Current treatment plant is older it has been repaired and is sufficient for the permanent residents or off season population. But during the winter the surge in population is fifty fold and the plant is not sufficiently robust to handle the sudden extreme in usage. The growth of near term, high volume, development in the Village; requires expansion of the system to avoid system failure during peak season and improve collection and treatment effectiveness overall.

Long term planning has had the Waste Water Treatment System Expansion as the first priority for many years and after design and redesign the most effective and efficient plant is to be constructed at an overall cost estimate of \$10,000,000. Most of the funding has been secured through borrowing and some local capital reserve but the Village is still under funded to finish the construction of the Wastewater Treatment Plant. The Village respectfully requested a capital expenditure appropriation for this shovel ready project sufficient to complete the Village Wastewater expansion project and was awarded \$1,300,000 for the project. This will allow the Village to begin and complete construction during the constricted 2019 building season and install treatment and collection capacity before the increased volume demand of the winter visitors.

**X**

**Official Representative/Date**

**X**

**NMED Project Manager Approval/Date**

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

**REVIEW**

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

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



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



## **NMED OVERSIGHT**

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

## **CLOSEOUT**

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

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

viii. A written consent of the surety, if any, to final payment; and

ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

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



NMED Attachment C  
NMED Contact Information Sheet  
Project Number SAP 19-D2557-GF  
Grantee Village of Taos Ski Valley

---

Project Manager: Andrea Telmo  
Project Manager Address: 121 Tijeras Ave NE, Ste 1000  
Albuquerque, NM 87102  
Phone: 505-222-9512  
Email: [andrea.telmo@state.nm.us](mailto:andrea.telmo@state.nm.us)

Project Administration: Paulette Ortiz  
Project Admin Address: 1190 St. Francis Drive S-2072  
Santa Fe, NM 87502  
Phone: 505-827-0548  
Email: [paulette.ortiz@state.nm.us](mailto:paulette.ortiz@state.nm.us)

For General Assistance, please call 505-827-2806 and ask for “Special Appropriations” or email:  
[NMENV-cpbsap@state.nm.us](mailto:NMENV-cpbsap@state.nm.us)

## NMED ATTACHMENT D DISBURSEMENT REQUEST

### SPECIAL APPROPRIATIONS PROGRAM (SAP)

<b>A. NAME OF ENTITY</b>	<b>C. DISBURSEMENT REQUEST NUMBER</b>
<b>B. PROJECT NUMBER</b>	<b>D. GRANT AMOUNT</b>

	PREVIOUS EXPENDITURES			CURRENT EXPENDITURES			CUMULATIVE			FUNDS REMAINING		
	NMED PROGRAM	OTHER FUNDS		NMED PROGRAM	OTHER FUNDS		NMED PROGRAM	OTHER FUNDS		NMED PROGRAM	OTHER FUNDS	
Engineer Fees										\$ -	\$ -	
Other Professional										\$ -	\$ -	
Service Fees										\$ -	\$ -	
Inspection Fees										\$ -	\$ -	
Property Acquisition										\$ -	\$ -	
Construction Cost										\$ -	\$ -	
Planning Cost										\$ -	\$ -	
Equipment										\$ -	\$ -	
Other Costs (specify)										\$ -	\$ -	
Contingencies										\$ -	\$ -	
<b>TOTAL</b>	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

**Certification:** Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

<b>Signature of Authorized Official:</b>	<b>Typed or Printed Name:</b>	<b>Phone:</b>
X		
		<b>Date:</b>



NMED Attachment E  
New Mexico Environment Department (NMED)  
Capital Appropriations Certification Document

---

Article IX. A. (ii) and (iii)

Project SAP 19-D2557-GF

Grantee Village of Taos Ski Valley

Payment Request No \_\_\_\_\_

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

---

Official Representative, Signed Name, Printed Name, Date

**NMED Attachment F**  
**SAMPLE Resolution Resolution Number**

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

**Whereas**, the Agreement is identified as SAP Project Number Grant Agreement.

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

Name, Mayor / Chair / Director, is authorized to sign the agreement for this project, and

Signatory Name and Signatory Title, or his/her successors are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement.

**PASSED, APPROVED, AND ADOPTED: \_\_\_\_\_.**

**Name, Mayor/ Chair, Community / Utility**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

(SEAL)

**ATTEST:**

**Notary Name, Notary Title**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date



**NMED Attachment G**  
**SAP Signature Page**

<b>Project Name:</b>	TAOS SKI VALLEY WWATER TREATMENT PLANT
<b>Project Number:</b>	SAP 19-D2557-GF
<b>Official Representative:</b>	
<b>Name</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Address</b>	
<b>E-mail</b>	-
<b>Phone</b>	

<b>Alternate - Official Representative:</b>	
<b>Name</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Address</b>	
<b>E-mail</b>	-
<b>Phone</b>	

**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

---

**AGENDA ITEM TITLE: Consideration to Approve RESOLUTION NUMBER 2019-397  
A RESOLUTION REQUESTING THE ACCEPTANCE OF  
CAPITAL OUTLAY FUNDS FROM THE NEW MEXICO  
ENVIRONMENT DEPARTMENT SPECIAL  
APPROPRIATION PROJECT TAOS SKI VALLEY  
GUNSIGHT SPRINGS WATER SYSTEM DISTRIBUTION  
INFRASTRUCTURE DEVELOPMENT FOR \$315,000**

DATE: May 29, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

The Village of Taos Ski Valley has done initial planning work to expand the Village's water supply through the Gunsight Springs System Development Project, in order to increase capacity for the growing seasonal demand. Effort was made in late 2018 to identify and pursue additional capital funding for the project as one of the Village's top Legislative Priorities. Our legislative representatives sponsored the funding and it was awarded in SB280 and signed by the Governor. The project requires further planning, design, engineering, and construction and grant funding continues to be sought to cover short falls in local capital funds. The Village received the agreement documents last week and a Council Resolution is required to accept the award prior to signing the agreement.

The purpose of this resolution is also to designate the individual to sign the grant agreement and also to designate an official representative(s) who will act as the point of contact and who is authorized to sign reimbursement requests and other documents requiring a signature for submittal to the New Mexico Environment Department (NMED). The NMED is the oversight Department for the capital outlay award. The Cabinet Secretary is the other signatory to the agreement.

**STAFF RECOMMENDATION:** Staff recommends approval of Resolution No. 2019-397 accepting the award and designating Mayor Brownell as the authorized signatory to the agreement, Administrator Avila as the official Point of Contact, and Nancy Grabowski as the Fiscal Agent.



STATE OF NEW MEXICO  
VILLAGE OF TAOS SKI VALLEY

RESOLUTION NUMBER 2019-397

**A RESOLUTION REQUESTING THE ACCEPTANCE OF CAPITAL OUTLAY FUNDS FROM THE NEW MEXICO ENVIRONMENT DEPARTMENT SPECIAL APPROPRIATION PROJECT TAOS SKI VALLEY GUNSIGHT SPRINGS WATER SYSTEM DISTRIBUTION INFRASTRUCTURE DEVELOPMENT FOR \$315,000:**

**WHEREAS**, the Governing Body in and for the Village of Taos Ski Valley, County of Taos, State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

**WHEREAS**, the Agreement is identified as: SAP 19-D2555-GF Grant Agreement

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Governing Body of the Village of Taos Ski Valley that:

Christof Brownell, Mayor, is authorized to sign the agreement for this project, and

John Avila, Village Administrator and alternate Nancy M. Grabowski, Finance Director, Fiscal Agent, or their successors are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and as a single point contact concerning all matters related to the grant agreement.

**PASSED, ADOPTED, AND APPROVED this 29th day of May, 2019**

VOTES: \_\_\_\_ Yes \_\_\_\_ No

MUNCIPAL GOVERNING BOARD OF  
VILLAGE OF TAOS SKI VALLEY, NEW MEXICO

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ATTEST:

Notary Name

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT]  
FUND 89200 CAPITAL APPROPRIATION PROJECT  
TAOS GUNSIGHT SPRINGS WATER SYS DIST INFRA DEVELOP  
SAP 19-D2555-GF**

**THIS AGREEMENT** is made and entered into as of this [\_\_\_\_] day of [\_\_\_\_], 20[\_\_\_\_], by and between the New Mexico Environment Department hereinafter called the “Department” or “NMED”, and hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2019, Chapter 277, Section 26, Paragraph 128, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

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

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

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

**SAP 19-D2555-GF (\$315,000.00) APPROPRIATION REVERSION DATE: June 30, 2023  
Laws of 2019 Chapter 277, Section 26, Paragraph 128, Three Hundred Fifteen Thousand Dollars (\$315,000.00):**

to plan, design, construct, equip and install corresponding distribution network infrastructure to develop Gunsight springs as a supplemental supply source for the water system in Taos in Taos county

The Grantee’s total reimbursements shall not exceed Three Hundred Fifteen Thousand Dollars (\$315,000.00) minus the allocation for Art in Public Places<sup>1</sup>, if applicable, No Dollars (\$0.00) which equals Three Hundred Fifteen Thousand Dollars (\$315,000.00) (the “Adjusted Appropriation Amount”).

---

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