



**VILLAGE COUNCIL REGULAR MEETING AGENDA  
MEETING TO BE HELD VIA ZOOM TELECONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
TUESDAY, DECEMBER 22, 2020 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 NOVEMBER 24, 2020 VILLAGE COUNCIL REGULAR MEETING**

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

**6. COMMITTEE REPORTS**

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

**7. REGIONAL REPORTS**

**8. MAYOR'S REPORT**

**9. STAFF REPORTS**

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

**10. OLD BUSINESS**

**A. PUBLIC HEARING:** Consideration to Approve **Ordinance No. 2021-44** an Ordinance Known as the Village Wildland Interface Ordinance, Adopting the ICC International Wildland-Urban Interface Code 2015 Edition and Establishing Amendments Thereto

**B.** Consideration to Approve an Amendment to the Donation Agreement with the Pattison Trust and to Accept the Pattison Donation of Real Property

**C.** Consideration to Approve **Resolution No. 2021-462** to Accept Donation of Pattison Trust Real Property

**11. NEW BUSINESS**

**A.** Consideration to Approve **Resolution No. 2021-457** Acceptance and Approval of the FY2020 Audit

**B.** Consideration to Approve **Resolution No. 2021-458** Authorizing Signing the Grant Agreement for Capital Appropriations Agreement SAP 20-E2240-STB for \$150,000 and Authorizing the Assignment of Signature Authorized Officers

**C.** Consideration to Approve **Resolution No. 2021-459** Requesting a Permanent Budget Adjustment (BAR) to the Water Reserve Fund (41) FY2021 revenue budget, increasing the grant revenue budget, and accounting for the New Mexico Environmental Department award "DEPARTMENT OF ENVIRONMENT CAPITAL APPROPRIATION PROJECT SC--TAOS SKI VALLEY WATER BOOSTER STATION SAP 20-E2240-STB" in the amount of \$150,000

**D. Consideration to Approve Resolution No. 2021-460 Concerning Governing Body Meetings and Notice Required**

**E. Consideration to Approve Resolution No. 2021-461 Approving the Village of Taos Ski Valley 2021 Legislative Priority Request**

**F. Consideration to Adopt a 2021 Village Holiday Schedule**

**12. MISCELLANEOUS**

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

**14. ADJOURNMENT**

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



Village of Taos Ski Valley  
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**VILLAGE COUNCIL REGULAR MEETING  
DRAFT MINUTES  
VIA ZOOM TELE CONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
TUESDAY, NOVEMBER 24, 2020 2:00 P.M.**

**1. CALL TO ORDER & NOTICE OF MEETING**

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

**2. ROLL CALL**

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

**Governing body present:**

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

**Staff present:**

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

**3. APPROVAL OF THE AGENDA**

Mayor Brownell said that the Zoning Map agenda item was being postponed.

**MOTION:** To approve the agenda as amended

**Motion:** Councilor Stagg

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

**4. APPROVAL OF THE MINUTES OF THE OCTOBER 27, 2020 VILLAGE COUNCIL REGULAR MEETING and the NOVEMBER 10, 2020 VILLAGE COUNCIL SPECIAL MEETING**

**MOTION:** To approve the minutes with changing one typo in item 4 of the November 10, 2020 Draft Minutes

**Motion:** Councilor Wittman

**Second:** Councilor King

**Passed:** 4-0

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

A. TSVI CEO David Norden said they would meet with Governor Lujan-Grisham again on November 25, 2020 and that until then there was no certain news to share. TSVI is hopeful that everything will work out for an upcoming ski season opening, he said.

B. Village Chamber of Commerce Director Courtney Tucker said that signage for the common areas was in production and would be ready in the next two weeks. The Chamber is busy working on providing information services to guests, on providing an app for daily screening of employees working in Taos Ski Valley businesses, and on developing a private database which would draw names for random testing, at approximately 15% of the employee population biweekly. There are lots of logistics to figure out before implementation of the various programs, she said.

C. Homeowner Kathy Bennett said that she wished to express thanks to the November 3, 2020 Election workers and organizers, including Bard Wiard, Henry Caldwell, and Clerk Wooldridge. She said that it was very beneficial for Taos Ski Valley voters to have a polling place within the Village, and that it was run very efficiently and safely.

6. **COMMITTEE REPORTS**

A. **Planning and Zoning Commission** –Commission Chair Wittman reported that the P&Z Commission met on November 2, 2020. The Commission approved recommending the Zoning Map and Ordinance to Council by a vote of 7-0, approved recommending to Council approval of Ordinance 2021-44 by a vote of 4-3, and approved an application for Variance for side-yard setback at 123 Twining Road by a vote of 7-0. The next meeting will most likely be held in January 2021.

B. **Public Safety Committee** – no report at this time

C. **Firewise Community Board of Directors** – no report at this time

D. **Parks & Recreation Committee** –no report and no meeting is scheduled at this time

E. **Lodger's Tax Advisory Board** – Co-chair Stagg said that the Board met on November 10, 2020 to review the budget, and approved requests from the Chamber of Commerce and Mogul Medical for budget considerations concerning Covid screening, testing, and protocols for the community employees and guests. The next meeting has not been scheduled.

7. **REGIONAL REPORTS**

Planning Director Nicholson attended the NRPTD meeting where they approved funding for transit between Los Alamos, Okay Owingeh and Santa Fe, and discussed other planning items. Administrator Avila reported on a recent Northern Area Workforce Solutions Board meeting where a change in quorum establishments was approved. Director Martinez reported on the recent Landfill Board meeting. The recycle center is currently closed for two weeks for Covid protocol. The Landfill Director can approve a closure himself if necessary. An easement at the landfill for KCEC was approved.

8. **MAYOR'S REPORT**

Mayor Brownell said Holy Cross Hospital CEO Bill Patten had informed the group about status at the hospital, with no patients being intubated at this time. At the Taos Living Center, many cases of Covid have been identified in the staff and in patients.

9. **STAFF REPORTS**

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

**Department Briefs**

- Attorney Baker reported on ongoing activity concerning a large IPRA request from the Shopoff group, on working with the Pattison Trust on revised deeds, and on the need for an appraisal of the Mickey Blake property adjacent to the Firehouse.

10. **OLD BUSINESS**

A. Discussion and Consideration to Approve Mayor's Executive Order 2020-04 For Safety Measures to Prevent the Spread of Covid-19 During the 2020-2021 Ski Season

The first Executive Order was issued by Mayor Brownell on March 27, 2020 in response to concerns for public health risks due to COVID-19 in the Village of Taos Ski Valley. In this fourth version of the Executive Order, the requirement for COVID-19 testing for employees has been changed to be required within one week of commencing employment. Additionally, screening questions for both employees and for guests have been added as exhibits to the Executive Order. Discussion took place.

**MOTION: To Approve Mayor's Executive Order 2020-04 For Safety Measures to Prevent the Spread of Covid-19 During the 2020-2021 Ski Season**

**Motion: Councilor Wittman**

**Second: Councilor Kern**

**Passed: 4-0**

**B. Introduction:** Consideration to Approve Ordinance No. 2021-44 an Ordinance Known as the Village Wildland Interface Ordinance, Adopting the ICC International Wildland-Urban Interface Code 2015 Edition and Establishing Amendments Thereto

Discussion took place on the Ordinance. Building Official Bowden will revise the Ordinance based on comments provided to bring back to Council at the next meeting.

As this is the first reading of the ordinance, no Council action is required at this time.

## **11. NEW BUSINESS**

**A.** This item had been removed from the agenda.

**B.** Consideration to Approve Resolution No. 2021-455 Requesting a Permanent Budget Adjustment to the FY2021 budget (BAR) for the Grant Awarded to the Village in October 2020 from the New Mexico Outdoor Recreation Division Special Projects and Outdoor Infrastructure Fund

In September 2020, the Parks and Recreation Committee submitted a grant proposal request to the New Mexico Outdoor Recreation Division, Special Projects and Outdoor Infrastructure Fund, for purchase and installation of Enviro-Loo composting toilets for the hiker parking area. The intent of this request is to take a more sustainable environmental approach to the bathroom facilities to enhance the parking lot and the clean high alpine environment. The Village Parks and Recreation Committee was awarded the grant in October for this innovative project.

The total cost of the project is estimated at \$36,600. The grant request was for \$18,300, with a 50% match of \$18,300 from the Village Parks and Recreation impact fee account. Impact fees may be utilized for capital projects with a life span of 10 years or more.

A BAR must be done to accept the grant funds and add the revenue into the Parks and Recreation budget along with the additional capital expense. Already included in the FY2021 budget is a transfer of \$30,000 from the impact fee fund for anticipated capital projects. An internal BAR will be done to transfer the other half of the capital project expense of \$18,300 from outside contractors to capital expense.

**MOTION:** To Approve Resolution No. 2021-455 Requesting a Permanent Budget Adjustment to the FY2021 budget (BAR) for the Grant Awarded to the Village in October 2020 from the New Mexico Outdoor Recreation Division Special Projects and Outdoor Infrastructure Fund

**Motion:** Councilor Wittman

**Second:** Councilor King

**Passed:** 4-0

**C.** Consideration to Approve Resolution No. 2021-456, a Resolution to Approve a BAR for the Purchase of Capital Equipment, Increasing the Expense and Transfer into the Roads Fund (05) and the Transfer out from Roads Impact fees (55) While Trading in and Disposing of Obsolete Capital Equipment Owned by the Village of Taos Ski Valley. The Village currently owns a 1998 John Deere 310 SE T0310848950 backhoe. It has been determined that this aged backhoe is failing and in constant need of repair. The Public Works Department has done some research and located a new 2021 John Deere SL HL loader Backhoe through Sourcewell Purchasing Cooperative. As members of the Cooperative, the Village would receive a discount and the opportunity to trade in the old backhoe for a credit. Purchasing this new equipment will cut down on repair expenses for years to come.

The price of the new backhoe, minus credits, and trade-in value is \$91,389. The Roads Impact Fee fund has an account balance of \$197,134. This purchase would leave a balance in the impact fee account of \$105,745, which is sufficient to cover this year's annual road co-op Village match.

**MOTION:** To Approve Resolution No. 2021-456, a Resolution to Approve a BAR for the Purchase of Capital Equipment, Increasing the Expense and Transfer into the Roads Fund (05) and the Transfer out from Roads Impact fees (55) While Trading in and Disposing of Obsolete Capital Equipment Owned by the Village of Taos Ski Valley

**Motion:** Councilor Wittman

**Second:** Councilor King

**Passed:** 4-0

**D.** Consideration to Acknowledge and Approve the Disposal of a PowerEdge 2900 Server, Capital Equipment owned by the Village of Taos Ski Valley

In fiscal year 2009 the Village acquired a PowerEdge 2900 (serial #1664871389) server which was primarily used as the email server. The server is old and unreliable, with an expired warranty. The Village email was recently transferred to a cloud-based email system and no longer uses this server. Since it is obsolete, the server cannot be used in any other

capacity and cannot be resold; the server will be decommissioned and destroyed. Ambitions Technology Group will decommission and have the hard drive destroyed, providing certification as required.

**MOTION: To Approve the Disposal of a PowerEdge 2900 Server, Capital Equipment owned by the Village of Taos Ski Valley**

**Motion: Councilor Stagg**

**Second: Councilor Wittman**

**Passed: 4-0**

E. Consideration of TIDD Board Request to Village Council to Designate an additional Agent of the Village to be Permitted to Inspect Certain NM Tax & Revenue Department Reports under the Terms of the NM Tax & Revenue Department Confidentiality Agreement, for the Purpose of Working with Approved Village Staff and the NM Tax & Revenue Department to Reconcile Gross Receipts Tax Allocations to the Village and to the TIDD

At its October 28, 2020 meeting, the TIDD Board requested that the Village Council appoint an additional Agent to work with the New Mexico Tax and Revenue Department (NMTRD) to address collection of Village GRT and appropriate allocation of funds back to the TIDD. The TIDD Board has expressed concerns that it is not receiving an accurate allocation of GRT monies through NMTRD.

**MOTION: To Approve TIDD Board Request to Village Council to Designate an additional Agent of the Village to be Permitted to Inspect Certain NM Tax & Revenue Department Reports under the Terms of the NM Tax & Revenue Department Confidentiality Agreement, for the Purpose of Working with Approved Village Staff and the NM Tax & Revenue Department to Reconcile Gross Receipts Tax Allocations to the Village and to the TIDD**

**Motion: Councilor Wittman**

**Second: Councilor King**

**Passed: 4-0**

F. Consideration to Approve a Contract between the Village of Taos Ski Valley and Souder, Miller & Associates. This contract will cover Operations and Maintenance of the Village of Taos Ski Valley Wastewater Treatment Plant during COVID-19 Staffing Scenarios. To prevent the rate of spread of COVID-19, the Village of Taos Ski Valley Public Works Department has created protocols for the staff to stay safe at work but there is no guarantee that a staff member would not contract COVID-19. If a staff member does contract COVID-19, the Village must prohibit employees with known close contact to the person to return to work until authorized by the New Mexico Department of Health. In such a situation, it is possible that all staff could have been in contact with an infected individual. This would hamper compliance requirements for the Village's wastewater treatment permit.

Souder, Miller & Associates' SMA Operations is currently under contract with the Town of Taos to operate the Town's wastewater treatment facility. The SMA staff operates a membrane facility and has also supported another Ovivo membrane plant in the Pojoaque area. This contract would cover the COVID-19 Emergency Operations and Maintenance Support through three tasks: System Review and Staffing Needs, Emergency Support and System Monitoring, and Emergency/On Call Services.

**MOTION: To Approve a Contract between the Village of Taos Ski Valley and Souder, Miller & Associates**

**Motion: Councilor Wittman**

**Second: Councilor Wittman**

**Passed: 4-0**

G. Consideration to Approve Directing the Village Administrator to Issue a Work Order for a Water Study to Plummer Engineering under the Village's on-call Contract based on Funding Availability

The Village does not have a comprehensive water study to accurately assess the ability to serve water to its residents and visitors. During recent drought conditions, and with aging infrastructure, the Village has experienced water shortages which required taking emergency measures.

There is a potential for property development that would increase the demand for water and wastewater facilities that may further strain the Village's ability to serve the community. To avoid the practice of using allegorical understanding of the water utility system, the need for a scientific water study is required and is more important now and for the future. Village Staff will provide water data and capacity forecasting to allow for an efficient project. As there is no specific funding allocated to the study, approval to award the Work Order is conditional on identifying funding before giving notice to proceed.

The proposed Work Order is already authorized under previously Council approved Task Order but approval to move forward is sought, as the project cost exceeds \$20,000 and funds need to be secured.

**MOTION: To Approve Directing the Village Administrator to Issue a Work Order for a Water Study to Plummer Engineering under the Village's on-call Contract based on Funding Availability**

**Motion: Councilor Stagg**

**Second: Councilor King**

**Passed: 4-0**

H. Consideration to Approve a Village Procurement Policy

The Village is compliant with State procurement regulations, however those alone do not provide the structure and process specificity to guide the Village procurement activities.

This Procurement Policy helps to distill the State statutes into a guiding document. Developing a procurement manual will follow, to further define the procurement requirements. Lack of a written policy has led to confusion and errors in Village operations. The policy helps to clarify for staff the basic requirements of appropriately initiating purchases by accurately describing the product characteristics and structure to fairly obtain the best value purchase and efficiently transact a purchase and payment.

**MOTION: To Approve the Village Procurement Policy**

**Motion: Councilor Wittman**

**Second: Councilor King**

**Passed: 4-0**

## **12. MISCELLANEOUS**

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

The next meeting of the Village Council will be the Regular Meeting held on Tuesday, December 22, 2020 at 2:00 p.m. via Zoom.

## **15. ADJOURNMENT**

Mayor Brownell expressed a wish for a Happy Thanksgiving to everyone.

**MOTION: To Adjourn**

**Motion: Councilor Wittman**

**Second: Councilor King**

**Passed: 4-0**

The meeting adjourned at 3:35 p.m.

\_\_\_\_\_  
Christof Brownell, Mayor

ATTEST: \_\_\_\_\_  
Ann M. Wooldridge, Village Clerk

**John Avila**  
**Village Administrator**  
**Village of Taos Ski Valley Council**  
**Monthly Briefing**  
**December 22, 2020**



**\* Ongoing & Past Projects \***

**COVID -19 - Pandemic Emergency:**

Changes in The New Mexico Department of Health readiness to provide COVID testing within the Village of Taos Ski Valley have caused complications and costs for surveillance testing in the Village. However, efforts by the Chamber, in coordination with Mogul Medical, to serve its members and the community with outreach during this pandemic emergency continue and a solution is expected this week for testing within the Village.

Reauthorizing funding within the Chamber project budget is required to support a contract for a surveillance testing option to be conducted within the Village. The surveillance testing, like the COVID screening application is a service supporting tourism in the Village and an effective use of funding. The Taos Ski Valley Chamber of Commerce assistance with the COVID emergency by communicating with members and executing projects for the safety of the business and wider community is appreciated by the Village.

The Taos Ski Valley Chamber of Commerce along with Mogul Medical have investigated screening tools and selected the GoEvo application. The screening application is available for hundreds of employees in Taos Ski Valley and the Chamber staff has extended training assistance to transition businesses to the automated screening.

Along with signage, person to person reminders are needed to keep the COVID safety standards and masks up. Regular patrols of the Core area by Police and Fire personnel are scheduled to enforce COVID safety measures with visitors and provide masks and information as needed.

Notice to local business is being sent out again, before review of required COVID safe documentation. Under the health order, the following is required to conduct business during the COVID pandemic.

**Attached**

- **Village businesses must provide record that be Safe Certified by November 15, 2020**
- **Village businesses must provide record that all employees have taken the Taos Ski Valley COVID Safe Pledge**
- **Village businesses must provide record that all employees are tested within a week of beginning work.**
- **Village businesses must provide record that all employees complete COVID screening daily.**

- **Village businesses must provide record that all employees are tested randomly during the season (20%/month).**
- **All lodging business must provide record that guests have been screened and informed of the New Mexico's Public Health Mandate.**

The Chamber facilitated screening and testing fills the requirements of the Health Orders and simplifies the records requirement for Village review.

We will continue to monitor the New Mexico County COVID status map as it updated every two weeks. When a county moves to a less restrictive level, it may begin operating at that level immediately upon the update to the map. If a county moves back to a more restrictive level, it will begin operating at that level of restriction within 48 hours after the update to the map.

Counties at the RED level are those with a new COVID-19 case incident rate of greater than eight (8) cases per 100,000 inhabitants during the most recent two-week period *and* an average percent of positive COVID-19 test results over the most recent 14-day period greater than 5%.

The Village was able to give notice that Small Business CARES Relief Grants were available for application from noon 12/ 7/20 through noon 12/18/20 to New Mexico for-profit businesses and nonprofit organizations with 100 or fewer employees that meet one of the following requirements: Sole proprietorship owned by a New Mexico resident, or Corporations, partnerships, joint ventures, limited liability companies or limited partnerships that are at least 51% owned by one or more New Mexico residents, or Nonprofit corporation designated as a 501(c)(3), 501(C)(6) or 501(c)(8) entity, or a 501(c) organization that serves past or present members of the Armed Forces of the United States

## **Facility Undergrounding**

The contractors and Kit Carson Electric Cooperative are scheduled to meet with the Village for planning a public presentation of the electric undergrounding project and projections for the summer building season. Although residents are free to use Village contractors, they should be engaged independently by the private owners to finish the connection to their homes. Procurement restrictions do not allow the government to be an agent of the contractor for the private use.

Alternatively, 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.

Our contractor, Anchor Built Inc. has been coordinating with KCEC and the Village to finish projects on the north side of NM150 they include underground lines on Emma/Gusdorf, Gerson and NM150 up to the Inn of Taos Ski Valley. Kit Carson Electric Cooperative must still finish the permit application with NM Department of Transportation and the US Forest Service before work can begin along the South side of NM 150

Our contractor Precision Service Electric has progressed with underground projects in the Twining Road Zaps area and is ready to proceed projects are assigned.

## **WWTP**

Sauder Miller and Associates have been contracted as emergency backup for certified staffing and have completed review and training preparation. Along with periodic review of plant operations the introduction to the Village system allows them to respond in an emergency.

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, protecting the water conditions of the area. This is required for the increased demands on the system.

In order to increase capacity needed within limited space and funding, a mechanical system was selected by Village for the Waste Water System upgrade. This system has many considerations beyond that of the traditional plant. Ensuring that sewer waste entering the system is protected against grease deposits also will help the efficiency of the MBR system. This may require updating the ordinances so that any likely source of grease contaminants is excluded from the system

Also, pending is the requirement for Arts in Public Places, that is a condition of our funding sources.

*Anthony Martinez, Director of Public Works (field report)*

## **Kachina Water Tank –**

The temporary pump station upgrades allow for remote automatic operation between the pumps and tank equipment. The temporary pump station operational, the tank is sterilized again and distribution lines have received testing. 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.

Efforts to secure funding for the Kachina Water Boosting Station are of primary importance for any future use of the Kachina Water Tank. Some success was had in obtaining legislative capital funding last year and that agreement is before Council for approval. (Agenda Item)

However, the Kachina Water Booster Station funding falls very short of constructing and equipping the proposed project and securing those funds takes precedence over starting any prospective future projects.

*Anthony Martinez, Director of Public Works (field report)*

## **Village Hall Complex –**

Dealing with the COVID restrictions has demonstrated that temporary offices can be operational in the previous EMT unit, which would allow bunking at the station again. The Village office is operating with a fraction of personnel under the latest restrictions and some apartment units are doubling as remote offices to allow for distancing. The Building Inspector and Police Offices are currently housed in Village units.

The Public Safety Office is a workable start to further developing Village office at the site and if the Fire/EMS Administration Office is located on site, there is opportunity for additional Fire Grant Funding, funding that can be used for equipment and building.

**TIDD** – Progress of the TIDD project - Thunderbird/Ernie Blake Roads nears completion with some adjustments needing to wait for the spring. Project Meetings are on hold until April

*Patrick Nicholson; Director of Planning and Community Development (field report)*

## **Items**

- We ask for fiscal mid-year Work Study and Budget Review to be scheduled January 20, 2021. We should have an understanding of how a reduced season opening translates into revenue and expenses for estimating Village operational status for the rest of the fiscal year.
- Scheduling a Public Informational Meeting is anticipated in January for a status update of Underground Facility needs and construction planned for the summer
- Appointment to regional committees is normally conducted at the first of year and may need to be addressed at the next Council meeting.
- Open meeting act if not already adopted by Village appointed committees, can be addressed in January.



**DRAFT**  
December 18, 2020

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**MAYOR:**  
Christof Brownell

**COUNCIL:**  
Jeff Kern  
Neal King  
J. Christopher Staggs  
Thomas P. Wittman

**VILLAGE  
ADMINISTRATOR:**  
John Avila

**CLERK:**  
Ann M. Wooldridge

RE: Reminder of Business Requirements

Dear Property Owner,

To ensure COVID safety is practiced the Village of Taos Ski Valley, the Mayor and Council re upholding the NM Department of Health COVID safety requirements through the issuance of a Village Executive Order. It was most recently updated December 3, 2020 and can be located on the Village website:

<http://www.vtsv.org/mayors-executive-order-2020-04-11-24-20-final/>

Requirements of Businesses operating in the Village of Taos Ski Valley, under the COVID pandemic Health Order are:

- **Village businesses must have record that they are NM Safe Certified**
- **Village businesses must have record that all employees have taken the Taos Ski Valley COVID Safe Pledge**
- **Village businesses must have record that all employees are tested within a week of beginning work in the Village.**
- **Village businesses must have record that all employees complete COVID health screening daily.**
- **Village businesses must have record that all employees are tested randomly during the season (15% every 2 weeks).**
- **All lodging business must have record that guests have been screened and informed of the New Mexico's Public Health Mandate.**

The Executive Order as recently amended, allows for a week rather than 72 hours within which to get an initial pre-employment COVID test clearance.

The Taos Ski Valley Chamber of Commerce along with Mogul Medical has been engaged to investigate and secure an automated screening tool and an organized method for random testing. These services are provided to all Chamber Members and any member of the business community or lodging provider that may join the Chamber.

The use of the Chamber facilitated recording, screening, and testing fills the requirements of the Health Orders without the need to keep separate records for Village inspection and keeping HIPA and other requirements secure.

Broad use of this service also allows the Village to concentrate enforcement efforts on those not automatically providing a compliance record. You may use a manual record and screening process, and if you do there are some examples of documentation to provide for Village inspection on our site: <http://www.vtsv.org/covid-19-information/> Below are examples of an FAQ from Village businesses gathered by the Village Chamber of Commerce:

### **What is surveillance testing and why is this a requirement?**

**DRAFT**

This helps your business and your community stay safe and stay open. Surveillance testing is the Village-wide view to get an idea of the prevalence of COVID in the community. The Department of Health estimates that surveillance testing of 900 ski area employees will find 25-30 positives. The goal is then to isolate the positive carriers, so the Village is starting at zero, for the ski season. Otherwise COVID will spread and all business may shut down.

### **My business has concerns we will lose long-time and faithful employees if the Village Executive Order requires screening and testing.**

The Village understands long-time core employees are essential to most TSV businesses. They are hard to find. The Village believes the employee's health is a priority. Random screening every other Tuesday was recommended by the State Department of Health. The Village consultants, Mogul Medical say this is the only way to identify asymptomatic employees, i.e. spreaders.

Yes, this is requirement of the public health order

### **Is my business required by law to have my employees tested?**

New Mexico law states that every employer must provide a place of employment that is free from recognized hazards that are likely to cause death or physical harm to its employees. The NMED administers these laws and considers proactive testing of employees a critical means of ensuring a safe workplace. See:

**US Equal Employment Opportunity Commission, Section B (Direct Threat)**

**Department of Health Policies for Prevention & Control of Covid19**

**NM Environment COVID 19 Measures for Employers**

### **What if an employee refuses to be tested?**

Employees have a responsibility to comply with their employer's health and safety standards and policies including testing policies (drug testing, COVID testing etc.). It is up to each business to have its own hiring and health policies. Under the Village Public Health Mandate all business must screen employees daily and test randomly every two weeks. This is the only method to identify and warn asymptomatic carriers before they infect others. If you choose to not utilize the free testing at Mogul Medical employees have the option to register at a facility in town and your business will then manage the documentation process.

Thank you for your attention to this critical matter.



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Mayor: Christof Brownell  
Council: Jeff Kern, Neal King,  
J. Christopher Stagg, Thomas Wittman

December 18. 2020

**DRAFT**

Dear Property Owner,

We are reaching out again to those that have not responded to the previous notification of short-term rental requirements. If you have already affirmed that no business is conducted at your property, or have registered your business operation, please disregard this letter. Otherwise, this serves as notice of the following requirements:

Under New Mexico State Statute 3-38-3 and Village Ordinance 1997-04, the Village requires a business registration for each business conducting services, offering facilities, or providing goods. The owner of a property that is used for short term rentals, defined as renting for less than 30 consecutive days, requires a Village business registration. The registration application can be found on the Village web site at: <http://www.vtsv.org/wp-content/uploads/2019/07/business-license-registration-blank-form.pdf>. The registration must be renewed annually for a fee of \$35.00, payable to the Village of Taos Ski Valley. If a property management company is conducting your short-term rentals, please indicate that on your business registration. The rental company will also require a business registration.

Please note that for short term rental income, gross receipts tax must be paid to New Mexico Tax and Revenue at the rate of 9.4375%. **The correct location code for Village of Taos Ski Valley business activity is the number for the Village of Taos Ski Valley Tax Increment Development District (TIDD), 20-430.**

In addition, under New Mexico law and Village ordinance, an entity conducting any short-term rentals is required to collect lodger's tax at a rate of 5% of gross rent charged. This tax must be remitted to the Village of Taos Ski Valley monthly, by the 25<sup>th</sup> of the month following the rental, along with a report. Once reporting begins, the reports must be submitted to the Village even for months with no rental income. The Lodgers Tax registration form and monthly reporting form can be found on the Village web site at: <http://www.vtsv.org/resources-links/forms/>

**Long-term rentals (30 days) are not included in the lodger's tax regulations.**

Please contact the Village for any questions concerning registering, remitting gross receipts tax, and submitting Lodgers Tax payments and reports, at 575-776-8220 extension 3, or speak with Renee Romero at 575-776-8220 extension 0.. If your property already has a business registration, and is Lodgers Tax compliant, please disregard. You will find an FAQ on the reverse side.

Thank you,

Ann M. Wooldridge  
Village Clerk  
**FAQ**

Council Notes for December 22 ,2020 Meeting:

Revenues:

GRT : This month last year: \$146,107 This month this Year: \$149,265

Last Year YTD: \$391,475 This Year YTD: \$510,135

**The TIDD received \$76,141 in December for October collections**

Lodgers Tax:

This month last year: \$15,121 This Month this year: \$14,423

YTD Last year: \$ 84,870 YTD This year YTD: \$67,797

REVENUES:

- We received \$20,107.93 hold harmless GRT revenue in December which will be transferred to the USDA fund for monthly loan payments on WWTP. Note that we did not receive GRT in August or October of 2019, so the comparison is skewed. GRT is only being posted in the general fund.
- Combined Water and sewer sales continue down 15%. Transfers have been made for USDA debt payments through November. Short on upcoming debt service payments. A BAR may need to be done to utilize reserve fund for the upcoming January debt service for CWSRF \$72,504 and the monthly USDA \$8995.00.
- Lodger's tax collections are down 20%
- General Grants includes \$261K for NMDOT and approximately \$20K from CARES ACT Reimbursements
- Village received \$.15 in property tax collections in December. Down 58%. We received **\$128,522 in December. This is not included in the P&L through Nov 30th**
- Interest revenue is down 90%. Not a surprise at all with decrease in interest rates
- We received \$1.2M last fiscal year for NMED grant. This accounts for most of the decreased revenues as reflected in the P&L ending November 30, 2020

EXPENSES:

- Salaries and FICA expenses are down primarily because we are not utilizing our on-call architect.
- Part time salary shows as up because that category was not being used last fiscal year
- Materials and supplies are up because of the 2 applications of mag on Twining road this summer and fall
- Nothing else in expenses that has not been discussed to date

**NOTE: We are operating at a (\$420,026) Loss ending November 30, 2020**

OTHER:

NA

3:30 PM

12/14/20

Cash Basis

# VILLAGE OF TAOS SKI VALLEY

## Profit & Loss Prev Year Comparison

July through November 2020

	Jul - Nov 20	Jul - Nov 19	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4012 · REVENUE -Water Sales	61,076.13	72,363.77	-11,287.64	-15.6%
4013 · Revenue - Sewer	226,096.50	289,452.85	-63,356.35	-21.9%
4018 · REVENUE- GRT HB 6	380.00	126.66	253.34	200.0%
4019 · REVENUE-Hold Harmless GRT	58,253.71	41,632.74	16,620.97	39.9%
4020 · REVENUE - GRT MUNICIPAL	218,399.22	114,084.65	104,314.57	91.4%
4021 · REVENUE - GRT- STATE	132,367.09	92,037.55	40,329.54	43.8%
4022 · REVENUE - GRT - ENVIRONMENT	0.00	4,694.78	-4,694.78	-100.0%
4023 · REVENUE - GRT - INFRASTRUCTURE	0.00	18,780.59	-18,780.59	-100.0%
4025 · REVENUE -LIQUOR LICENSES	215.00	250.00	-35.00	-14.0%
4026 · REVENUE - BUSINESS LICENSE	2,815.00	665.00	2,150.00	323.3%
4027 · REVENUE - OTHER	26,774.31	43,903.98	-17,129.67	-39.0%
4028 · REVENUE - GASOLINE TAX	2,198.54	2,259.29	-60.75	-2.7%
4029 · REVENUE - LODGER'S TAX	67,796.76	84,870.31	-17,073.55	-20.1%
4031 · REVENUE - PARKING FINES	490.00	270.00	220.00	81.5%
4034 · REVENUE - MOTOR VEHICLE FEES	7,750.71	7,228.98	521.73	7.2%
4035 · REVENUE - BUILDING PERMITS	25,764.92	12,042.55	13,722.37	114.0%
4036 · REVENUE -Licenses/Permits Other	80.00	60.00	20.00	33.3%
4037 · REVENUE - GENERAL GRANTS	303,222.71	21,800.00	281,422.71	1,290.9%
4040 · REVENUE - WATER CONNECTION FEES	4,699.36	0.00	4,699.36	100.0%
4041 · REVENUE - SEWER CONNECTION FEES	3,784.18	0.00	3,784.18	100.0%
4046 · REVENUE - SOLID WASTE FEE	25,706.66	25,276.66	430.00	1.7%
4047 · REVENUE - OTHER OPERATING	860.33	16,678.87	-15,818.54	-94.8%
4049 · REVENUE - FIRE GRANTS	76,483.60	73,302.60	3,181.00	4.3%
4050 · REVENUE - IMPACT FEES	6,873.40	0.00	6,873.40	100.0%
4053 · REVENUE - GRT MUN CAP OUTLAY1/4	0.00	18,780.59	-18,780.59	-100.0%
4056 · REVENUE - LEGISLATIVE APPROPRI.	0.00	1,262,606.55	-1,262,606.55	-100.0%
4058 · Plan Review Fees	6,426.63	3,674.47	2,752.16	74.9%
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	2,300.25	7,333.07	-5,032.82	-68.6%
<b>Total 4100 · Miscellaneous Revenues</b>	<b>2,300.25</b>	<b>33,924.07</b>	<b>-31,623.82</b>	<b>-93.2%</b>
4190 · Rental Fees	7,450.00	0.00	7,450.00	100.0%
7004 · REVENUE - FINANCE CHARGE ON W/S	988.96	431.87	557.09	129.0%
7005 · REVENUE - INTEREST INCOME	5,368.65	55,950.65	-50,582.00	-90.4%
7006 · REVENUE -INVESTMENT INTEREST	3,766.05	3,501.46	264.59	7.6%
7007 · REVENUE - INTEREST IMPACT FEES	17.61	90.89	-73.28	-80.6%
7010 · REVENUE - AD VALOREM TAX	11,474.30	27,288.04	-15,813.74	-58.0%
9000 · BEG. BALANCE	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>1,289,880.58</b>	<b>2,789,468.37</b>	<b>-1,499,587.79</b>	<b>-53.8%</b>
<b>Gross Profit</b>	<b>1,289,880.58</b>	<b>2,789,468.37</b>	<b>-1,499,587.79</b>	<b>-53.8%</b>
<b>Expense</b>				
4082 · DEBT SERV - 2007 WWTP LOAN PRIN	94,291.21	93,173.13	1,118.08	1.2%
4083 · DEBT SERV. - 2007 WWTP LOAN INT	6,995.92	8,114.00	-1,118.08	-13.8%
6100 · Salary and Benefits				
6112 · SALARIES - STAFF	419,500.15	479,921.50	-60,421.35	-12.6%
6113 · SALARIES - ELECTED	14,443.77	14,443.77	0.00	0.0%
6114 · SALARIES - PART TIME	2,095.00	0.00	2,095.00	100.0%
6115 · Overtime salaries	2,479.50	3,757.39	-1,277.89	-34.0%
6121 · WORKER'S COMP INSURANCE	10,208.44	14,619.00	-4,410.56	-30.2%
6122 · HEALTH INSURANCE	85,334.94	65,972.24	19,362.70	29.4%
6125 · FICA EMPLOYER'S SHARE	26,729.85	37,549.21	-10,819.36	-28.8%
6126 · WORKMAN'S COMP PERSONAL ASSESS	86.00	90.30	-4.30	-4.8%
6127 · SUTA STATE UNEMPLOYEMENT	275.72	287.44	-11.72	-4.1%
6128 · PERA Employer Portion	39,164.13	39,215.94	-51.81	-0.1%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	600.00	1,251.88	-651.88	-52.1%
6133 · Life Insurance	408.85	321.12	87.73	27.3%
6134 · Dental insurance	5,461.43	4,209.11	1,252.32	29.8%
6135 · Vision Insurance	963.45	673.39	290.06	43.1%
6136 · FICA -EMPLOYER SHARE MEDICARE	6,251.33	0.00	6,251.33	100.0%
<b>Total 6100 · Salary and Benefits</b>	<b>614,002.56</b>	<b>662,312.29</b>	<b>-48,309.73</b>	<b>-7.3%</b>

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Cash Basis

# VILLAGE OF TAOS SKI VALLEY

## Profit & Loss Prev Year Comparison

July through November 2020

	Jul - Nov 20	Jul - Nov 19	\$ Change	% Change
6220 · OUTSIDE CONTRACTORS	457,816.66	5,407,082.33	-4,949,265.67	-91.5%
6225 · ENGINEERING	67,193.46	100,216.21	-33,022.75	-33.0%
6230 · LEGAL SERVICES	67,339.65	27,939.26	39,400.39	141.0%
6242 · ACCOUNTING	5,638.92	5,855.62	-216.70	-3.7%
6244 · AUDIT	0.00	10,177.94	-10,177.94	-100.0%
6251 · WATER PURCHASE, STORAGE	90.61	94.71	-4.10	-4.3%
6252 · INTERNET	1,297.28	0.00	1,297.28	100.0%
6253 · ELECTRICITY	36,343.63	10,503.22	25,840.41	246.0%
6254 · PROPANE	0.00	643.95	-643.95	-100.0%
6256 · TELEPHONE	7,311.00	7,062.18	248.82	3.5%
6257 · RENT PAID	0.00	3,422.81	-3,422.81	-100.0%
6258 · WATER CONSERVATION FEE	164.15	215.82	-51.67	-23.9%
6259 · Natural Gas	1,225.32	611.41	613.91	100.4%
6270 · LIABILITY & LOSS INSURANCE	75,629.57	49,165.49	26,464.08	53.8%
6310 · Advertising	298.89	200.94	97.95	48.8%
6312 · CHEMICALS & NON DURABLES	5,410.77	7,581.83	-2,171.06	-28.6%
6313 · MATERIAL & SUPPLIES	44,325.50	35,156.78	9,168.72	26.1%
6314 · Dues/fees/registration/renewals	3,152.00	3,174.00	-22.00	-0.7%
6315 · BANK CHARGES	853.47	1,020.12	-166.65	-16.3%
6316 · Software	3,488.61	527.73	2,960.88	561.1%
6317 · Personal Protective Equipment	7,252.55	1,035.63	6,216.92	600.3%
6318 · Postage	1,000.90	925.00	75.90	8.2%
6320 · EQUIPMENT REPAIR & PARTS	17,600.19	5,083.76	12,516.43	246.2%
6321 · BUILDING MAINTENANCE	45.14	21.84	23.30	106.7%
6322 · SMALL EQUIP & TOOL PURCHASES	3,119.45	9,922.87	-6,803.42	-68.6%
6323 · SYSTEM REPAIR & PARTS	0.00	135.10	-135.10	-100.0%
6331 · OUTSIDE TESTING SERVICES	1,565.99	67.65	1,498.34	2,214.8%
6332 · EQUIPMENT RENTALS	2,185.00	0.00	2,185.00	100.0%
6417 · VEHICLE MAINTENANCE	4,970.44	18,884.88	-13,914.44	-73.7%
6418 · FUEL EXPENSE	3,910.00	9,917.94	-6,007.94	-60.6%
6432 · TRAVEL & PER DIEM	0.00	2,033.69	-2,033.69	-100.0%
6433 · Travel & PD Elected Officials	0.00	478.43	-478.43	-100.0%
6434 · TRAINING	969.50	1,174.08	-204.58	-17.4%
6435 · Training Elected Officials	0.00	350.00	-350.00	-100.0%
6560 · Payroll Expenses	0.00	0.00	0.00	0.0%
6570 · Other Operations Expenses	6,729.05	22,286.94	-15,557.89	-69.8%
6712 · LAB CHEMICALS & SUPPLIES	2,783.25	4,286.29	-1,503.04	-35.1%
6714 · LAB EQUIPMENT REPAIR & PARTS	0.00	334.00	-334.00	-100.0%
6716 · LAB TESTING SERVICES	2,542.84	3,324.11	-781.27	-23.5%
6720 · LAB OUTSIDE CONTRACTORS	0.00	1,171.00	-1,171.00	-100.0%
8322 · CAPITAL EXPENDITURES	28,161.05	158,527.99	-130,366.94	-82.2%
8323 · Capital Assets \$1000-\$4999	1,829.18	2,993.88	-1,164.70	-38.9%
8421 · NMFA Interest TML #TAOS55	0.00	19,965.28	-19,965.28	-100.0%
8425 · Hold Harmless Bond Interest pay	0.00	63,000.00	-63,000.00	-100.0%
8427 · Net Revenue Bond Interest pay	0.00	42,000.00	-42,000.00	-100.0%
8428 · Debt Service GRT FY2020 repay	12,983.25	0.00	12,983.25	100.0%
8430 · USDA FY20 Interest Expense	73,418.66	0.00	73,418.66	100.0%
8431 · USDA FY20 Principal Expense	45,971.34	0.00	45,971.34	100.0%
<b>Total Expense</b>	<b>1,709,906.96</b>	<b>6,802,172.13</b>	<b>-5,092,265.17</b>	<b>-74.9%</b>
<b>Net Ordinary Income</b>	<b>-420,026.38</b>	<b>-4,012,703.76</b>	<b>3,592,677.38</b>	<b>89.5%</b>
<b>Other Income/Expense</b>				
Other Expense				
9001 · TRANSFER TO FUND	-776,804.39	-637,668.43	-139,135.96	-21.8%
9002 · TRANSFER FROM FUND	776,804.39	637,668.43	139,135.96	21.8%
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-420,026.38</b>	<b>-4,012,703.76</b>	<b>3,592,677.38</b>	<b>89.5%</b>

# 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	\$93,985.82	\$120,113.65	\$153,724.61	\$214,638.35	\$289,587.37	\$331,869.76	\$503,116.58	\$642,169.67	\$784,505.70	\$938,793.11	\$966,721.34
FY 2012	\$84,073.01	\$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	\$84,073.01	\$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	\$27,899.69	\$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	\$208,888.75	\$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	\$29,864.17	\$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	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,558,719.66
FY2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,062.46
FY2020	\$73,181.77		\$83,775.61		\$88,409.53	\$146,106.99	\$125,934.38	\$319,335.98	\$239,931.17	\$274,561.13	\$264,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,652,811.41
FY2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06						
YTD	\$68,159.90	\$142,393.78	\$188,880.72	\$270,929.98	\$360,870.36	\$510,135.42						

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

Lodger's Tax

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							
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76							

Current month LT collections reflects money generated in the previous month.

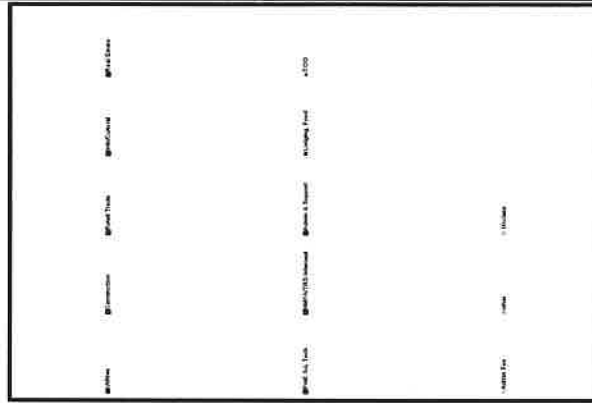
Aug FY2016 includes \$15K late LT

Sept 2016-Approx \$3,261 Is for Late Lodgers Tax

Sept 2016 includes \$10,172 In Late LT for FY2016

July FY2018 includes \$17,455 Late lodgers tax For FY2017

Category	Amount
Construction	114,625.68
Retail Trade	39,555.55
Real Estate	3,703.89
Info/Cultural	936.50
NMFA/TRD Intercept	836.12
Admin & Support	982.97
Lodging, Food	10,419.46
Utilities	3,779.02
Unclass	517.58
Admin Fee	16,444.92
other	6,766.66



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	
9/15/2019	30,265.12	23,935.84	(431.54)		53,769.42	5,763.47	12,253.08	83,775.61
10/15/2019	141,503.60	111,911.70	(2,017.63)		251,397.67		12,227.32	
11/15/2019	108,856.25	86,091.61	(1,552.12)		193,395.74	5,763.47	22,260.26	88,409.53
12/15/2019	128,456.56	101,593.02	(1,831.61)		228,217.97	5,763.47	28,259.38	146,106.99
1/15/2020	42,657.99	33,737.63	(608.24)		75,787.38	5,763.47	17,729.60	125,934.38
2/15/2020	173,971.75	137,687.40	(2,479.55)		309,179.60	5,763.47	50,171.94	319,335.98
3/15/2020	161,252.97	127,558.09	(2,298.94)		286,512.12	5,763.47	40,865.62	239,931.17
4/15/2020	164,971.45	130,471.77	(2,352.25)		293,090.97	5,763.47	46,099.11	274,561.00
5/16/2020	-	-	-		-	5,763.47	25,126.64	264,594.35
6/15/2020	68,174.02	53,918.50	(972.05)	(39,298.71)	81,821.76	5,763.47	11,264.55	36,980.50
<b>TOTAL FY20</b>	<b>1,292,797.15</b>	<b>1,072,567.11</b>	<b>(18,756.06)</b>	<b>(75,664.74)</b>	<b>2,220,943.46</b>	<b>57,634.70</b>	<b>280,222.27</b>	<b>1,652,811.28</b>
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
<b>TOTAL FY21</b>	<b>212,957.56</b>	<b>168,422.64</b>	<b>(3,036.45)</b>	<b>(5,287.34)</b>	<b>373,056.41</b>	<b>34,580.82</b>	<b>77,339.69</b>	<b>510,135.91</b>
<b>TOTAL FY2016-FY2021</b>	<b>4,169,829.40</b>	<b>3,281,199.34</b>	<b>(61,292.27)</b>	<b>(80,952.08)</b>	<b>7,308,784.39</b>	<b>309,635.67</b>	<b>784,602.97</b>	<b>8,251,103.29</b>

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
<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>2,349,811.54</b>	<b>1,275,028.17</b>	<b>1,074,783.36</b>

Monthly Public Safety Report

11/31/2020

Law Enforcement	Hutter	Vigil	Trujillo	Totals
911 Hang Up		1		1
Abandoned Vehicle				
Alcohol Offense - Adult		1		1
Animal Calls				
Arrests				
Assists to other Agencies		4	1	5
B & E / Burglary		1		1
Battery or Assault				
Business Alarm				
Citizen Assists/Contacts	22	30	20	72
Civil Stand-by/Civil Complaint	1			1
Disorderly				
Domestic Calls				
Embezzlement				
EMS Calls/Assist		1		1
Foot Patrol Hours	6	20	5	31
Found/Lost Property				
Fraud Complaint				
Harassment				
Health Orders	1			1
Larceny				
Law Unknown/Information	1	1		2
Missing Adult/Person		1		1
MVC's	1		1	2
Narcotics Adult		1		1
Reckless Driver				
Residential Alarm		1		
Shots Fired				
Suspicious Persons/Vehicles		1		
Theft				
Traffic Enforcement Hours	33	22	15	
Traffic Hazard		2		
Traffic Stops		1	5	
Tresspass Warnings		1		
Unattended Death				
Vehicle Alarm				
Vehicle Theft				
Verbal Warnings		6	5	
Welfare Check		2		
Written Citations				
Written Warnings				
Fire Alarm	1	1		
Fire Calls	1	3		
Fire/EMS		6		
SAR		1		

# Report for Taos Ski Valley Fire Rescue

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## Month of November

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### Calls

- Fire Calls
  - 1 Structure Fire
  - 3 Fire/CO alarm
  - 1 Elevator Rescue
  - 1 Utility problem
  
- EMS/SAR
  - 0 Calls for EMS

Total of 6 calls for the month of November

### Community Outreach

- The department continues supply information and PPE for COVID-19.

**Taos Ski Valley Fire Department**  
PO Box 100, 7 Firehouse Road,  
Taos Ski Valley, NM 87525  
(575) 776-8220 Ext. 511 (575) 776-1145 Fax  
E-mail: [fire@vtsv.org](mailto:fire@vtsv.org) Website: [www.vtsv.org](http://www.vtsv.org)

**Chief:** Roberto Molina Jr  
**Assistant Chief:** Leland Thompson

December 17, 2020

Village of Taos Ski Valley Council,

AS the Chief of Taos Ski Valley Fire Rescue I am reaching to the Village Council for permission to approach the Lodgers Tax Board and request funding for additional coverage during the ski season. It has been brought to my attention that Taos Ski Valley Incorporated has also requested additional presence within the plaza from public safety to assist in advising residence and visitors of the current COVID-19 Emergency Order from VTSV. To be able to facilitate their request and the request for Fire/EMS coverage we would need to request funding from the Lodgers Tax Board.

Thank You

*Roberto Molina Jr*

Roberto Molina Jr  
Chief Taos Ski Valley Fire Department  
PO Box 100  
Taos Ski Valley, NM 87525  
575-770-7435 (Cell)  
575-776-8220 Ext. 511 (Office)

**Taos Ski Valley Fire Department**  
PO Box 100, 7 Firehouse Road,  
Taos Ski Valley, NM 87525  
(575) 776-8220 Ext. 511 (575) 776-1145 Fax  
E-mail: [fire@vtsv.org](mailto:fire@vtsv.org) Website: [www.vtsv.org](http://www.vtsv.org)

**Chief:** Roberto Molina Jr  
**Assistant Chief:** Leland Thompson

October 28, 2020

Taos Ski Valley Lodgers Tax Board  
Christopher Stagg, Chair  
7 Firehouse Road  
PO Box 100  
Taos Ski Valley, NM 87525

Dear Chairman Stagg,

The Chief of Taos Ski Valley Fire Rescue would like to request of the Village Lodgers Tax Board funding for Public Safety Coverage. We have increasing need of Public Safety coverage, especially during the height of tourist/ski season. Until recently the Village has been able to depend on volunteer help to cover the increased risk of fire and injury during the influx of our valued visitors. However, with the changing demographic of residents able to serve for both Fire and Emergency Medical Services it is becoming evident that there is a need to have paid staff on duty during the main tourist season, November through April.

Due to the current state of emergency, we are currently dealing with the need for paid responders to cover shifts will benefit this community and will ease the pressure for volunteers to be available for calls. As the cases increase with in the state it will need more responders available in case of any possible exposure.

The Village budget has not been able to keep pace with funding of the many growth projects and uncertain Gross Receipt Tax revenues. Lodgers Tax is available for public safety expenses during the tourist season and can be directed to pay for our coverage needs for Fire and EMS during those months.

To that end, I am obliged to request at least \$75,000 from Lodgers Tax proceeds to pay salary and other required benefits for EMS and Fire Fighter coverage during the time from November 23, 2020 to May 1, 2021. Thank you for your consideration.

Sincerely,

Roberto Molina Jr  
Taos Ski Valley Fire Rescue, Chief

cc.

Mayor and Council

Here is a brief description of what it would cost for two types of positions.

Pay for responders for parttime.

6 members at \$15.00 per hour for 18 hours

\$1,620 per week  
\$6,480 per month  
\$32,400 for 5 months

Pay for responders for fulltime.

6 members at \$15.00 per hour

\$3,600 per week  
\$14,400 per month  
\$72,000 for 5 months

Pay could also vary by experience of the member.

Taos Ski Valley Incorporated has requested for additional presence during the season to assist for COVID-19 pandemic. This coverage would start if possible, Thursday December 24, 2020 to April 30, 2021, which would be a total of 128 days. If we look at bring additional member from the department it will cost about

2- Members a day at 6 hours a day at \$15 per hour is

\$180 per day.  
\$1,260 per week  
\$5,040 per month  
\$23,040 for 128 days

Inspections performed residential 4

Inspections performed multi-family and commercial 10

Permits issued since last meeting;

0 new residential building

1 remodel/repair residential 1 pending

2 new commercial (Plaza Tent, Le Ski Mastery)

0 commercial repair/remodel

3 new residential pending,

1 preliminary inquiry

Electrical inspection at Village Apartments completed. General building is requested of CID for permanent Certificate of Occupancy. I am expecting delivery any day of some solar powered site lighting for pedestrian and parking areas to increase safety for activity there.

Permitting of the temporary fire building is in process also with CID.

Myself, Building Official, Patrick Nicholson, Planning Officer and Fire Chief Molina attended a virtual seminar recently that explained and discussed the ICC 2018 International Wildland Interface Code. Currently the 2015 code is considered for adoption, but the only available seminar was of the 2018. I believe valuable insight was gained regarding administration of the pending Ordinance. There was also attendance by three fire volunteers.

**Planning & Community Development Department**  
**Monthly Report to the Village Council**  
**December 2020**

Projects Updates and Key Initiatives:

**Twining Road Improvement Project** - Second public meeting held on November 24<sup>th</sup>. Preliminary design and road improvement alternatives under development and engineering review. Draft Phase A/B report to be provided for staff review mid-December. Inventory of existing environmental conditions and regulatory compliance initiated. Roadway survey of existing features and elevations completed. Road Right-of-Way and adjacent property boundary survey now approximately 90% completed. Next public meeting expected to occur just prior to the January VCouncil meeting. Preliminary design alternatives expected to be presented to Village Planning Commission in February.

**Gunsite Springs Development Project** - Contractor procurement process via RFP or sole source determination stalled. Funding at risk to possible NM State legislative rescission action during upcoming 2021 session. Water quality and flow monitoring assessment report completed as well as preliminary collect site design recommendations. Land survey of general Spring location, projected infiltration gallery, and utility easements completed by Village surveyor. Property acquisition and utility easements transfer options are being considered and under review.

**Water Plan Report** - Although the necessary funding has been allocated, it has not been authorized. Progress limited to data collection, discussion of scope of work with Village engineers, and submission of privileged water rights report via another Village attorney. Former Mayor Neal King provided a very helpful analysis of historical data. New report to be commissioned to provide a concise summary of VTSV dry (legal) and wet water supply across time and various expected climatic conditions and the actual and promised/projected water demand into the near future. This report will lead into a much larger previously delayed water plan update next year. The short summary report, to help guide land development decision making, can be completed within three to four months, once authorization to proceed is given to staff.

**Thunderbird and Ernie Blake Roads Reconstruction Project** - TIDD Project nearly 95% completed. Work will resume in late spring. Remaining tasks include - landscaping and guardrail installation, completion of permanent Tbird paving, installation of permanent trench drains near Sierra del Sol access, and several punch list items. Village Post Office access

remains open. Signed P.O. parking provided at entrance to Thunderbird Road parking area. Natural gas line connection completed and line fully charged.

**Development Impact & Utility System Development Fees Study** - Report and updated impact fee tables nearly complete. The new Capital Improvement Advisory Committee (CIAC) meet and convened its first meeting on December 10<sup>th</sup>. Per the recently adopted enabling Resolution, the Committee will review and make recommends on land use assumptions and capital projects to the Planning Commission and VCouncil. Their next meeting is scheduled for mid-January. It would be highly advantageous for the Village to have the new impact fee Ordinance and fee scheduled adopted in time for the 2021 construction season.

**Planning GIS Office** - Contract up for annual renewal. Proposed work plan under review. Office recently Initiated and completed a new Land Use Map, which identifies and inventories all existing land uses within the Village limits. In collaboration with the Village Public Safety Department, a new address map was also created to document and indicate all properties, which in one way or another, fail to have an easily seen address number from the street. Quickly viewable address numbers are critical for public safety and countless other reasons. Next steps will need to include notification letters, and follow-up verification of necessary number repositioning or relocation.

**Resort at TSV (Shoppoff)** - This application and project is withdrawn. The proposed project land sold recently to another adjacent Village landowner, Bob Corroon, consolidating his holdings. No new application has been discussed nor is expected at this time.

**Main-line Planning Projects** - Planning Office continues tracking several bold new development proposals at various levels of planning elaboration, most notably: Northside at Taos Ski Valley, the private Kachina Area Master Plan effort, the Kachina Area Wilderness Gate proposal, and the redevelopment of the Al's Run Condos property. The update to the Village Zoning Map is paused, awaiting further clarification and a possible zone change request from Kachina area property owners.

**Baseline Development Permits** - Several lesser land development related permits were issued recently including:

- 2 Excavation & Grading Permits
- 2 property Plats for lot line adjustments and lot splits; 4 are pending
- 1 Sign Permit
- 1 pending Administrative Approval of food truck vending.

**Planning Commission Meetings** - January meeting cancelled. February 1<sup>st</sup> agenda expected to include a public hearing on the land use assumptions, required for development impact fee update, and review/recommendations of the proposed improvements to Twining Road.

# PUBLIC WORKS UPDATE

December 22, 2020

- Water:
  - Monthly sampling
  - Water Sold
    - Total 371,760 gallons
    - Residential 85,290 gallons
    - Commercial 286,470 gallons
    - From last month, sales are down 10.4% by 43,160 gallons
  - Isolation of two water service lines
- Wastewater:
  - Compliance report for November 2020
    - Total Phosphorus for the 30-day concentration was out of compliance. Limit is 0.5 mg/l for 30 days and monthly average was 0.93 mg/l.
    - Total Phosphorus for the 7-day concentration was out of compliance. Limit is 0.75 mg/l for 7-days and we had one sample result of 2.5 mg/l.
    - Made changes to plant process to improve the operations but these changes did take time to see the results.

Date	BOD Data		pH	TSS		NH <sub>3</sub> (Ammonia)		Total P		Flow, MG	E.Coli	Fecal	Total N: mg/L	Total N: lb/d
	mg/L	lb/d		mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	Daily	CFU	CFU	TKN + NO <sub>3</sub> + NO <sub>2</sub>	TKN + NO <sub>3</sub> + NO <sub>2</sub>
3			7.90							0.011	1.00	1.00	0.00	0.00
4	4.61	1.14	7.77	1.24	0.31	0.98	0.24	2.50	0.62	0.030			1.68	0.42
12			7.80			0.56	0.09	0.53	0.09	0.020			2.87	0.47
17			7.69							0.026	1.00	1.00	0.00	0.00
18	0.34	0.09	7.74	1.24	0.31	0.36	0.09	0.39	0.10	0.030			7.64	1.91
23			7.46			0.36	0.14	0.29	0.11	0.046			10.02	3.83
Total		1.23			0.62		0.56		0.92	0.862			Total Nitrogen	
7 Day Avg (MAX)	4.61	1.14	7.94	1.24	0.31	0.98	0.24	2.50	0.62	0.046	1.00	1.00	10.02	3.83
Min	0.34	0.09	7.46	1.24	0.31	0.36	0.09	0.29	0.09	0.011	1.00	1.00	mg/L	lb/d
30 Day Avg (AVG)	2.47	0.61		1.24	0.31	0.57	0.14	0.93	0.23	0.029	1.00	1.00	5.55	1.66
% Removal		96.77	% Removal		99.61									

- Troubleshoot Kachina Lift Station
- Construction Update
  - Ovivo worked on a couple of issues.
    - Working on a couple new program requests from the operators
    - Troubleshooting the UV system and will come up with a correction to fix plumbing issue for servicing the UV units.
  - IWS
    - Scheduling crew to fix leak on the Non-Potable system once the replacement panels come in for installation on the blowers.
- Roads:
  - Snow removal
- Equipment
  - Routine equipment maintenance
- General Work
  - Training crew from Souder, Miller & Associates on plant process for possible COVID-19 scenario.

## DMR Copy of Record

## Permit

Permit #: NM0022101  
Major: Yes

Permitted Feature: 001  
External Outfall

Report Dates & Status  
Monitoring Period: From 11/01/20 to 11/30/20  
Considerations for Form Completion

## Principal Executive Officer

First Name: Anthony  
Last Name: Martinez

No Data Indicator (NODI)

Form NODI:

Permittee:  
Permittee Address:

Discharge:

DMR Due Date:

Title:

Public Works Director

TAOS SKI VALLEY, VILLAGE OF  
7 FIREHOUSE RD.  
39 OCEAN BLVD.  
TAOS SKI VALLEY, NM 87525

001-A  
TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO

12/15/20

Facility:  
Facility Location:

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

Status:

NotDMR Validated

Telephone:

575-776-4620

Code	Parameter	Unit	Monitoring Location	Reason NODI	Quantity or Loading	Quality or Concentration	Value 1	Qualifier 1	Value 2	Qualifier 2	Value 3	Unit	# of Ec	Frequency of Analysis	Sample Type
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	-	Sample = 0.61 Permit Req. = 23.8 30DA AVG Value NODI	Qualifier = 1.14 Value = 35.77 DA AVG	24 -	24 -	24 -	24 -	19 - mg/L	19 - mg/L	0	0230 - Twice Per Month	24 - COMP24
00400	pH	1 - Effluent Gross	0	-	Sample = 7.46 Permit Req. = 6.8 MINIMUM Value NODI	Qualifier = 7.94 Value = 6.8 MAXIMUM	12 - SU	12 - SU	12 - SU	12 - SU	19 - mg/L	19 - mg/L	0	0230 - Twice Per Month	24 - COMP24
00530	Solids, total suspended	1 - Effluent Gross	0	-	Sample = 0.31 Permit Req. = 23.8 30DA AVG Value NODI	Qualifier = 0.31 Value = 35.77 DA AVG	24 -	24 -	24 -	24 -	19 - mg/L	19 - mg/L	0	0230 - Twice Per Month	24 - COMP24
00600	Nitrogen, total [as N]	1 - Effluent Gross	0	-	Sample = 1.06 Permit Req. = 13.65 30DA AVG Value NODI	Qualifier = 3.83 Value = 20.57 DA AVG	24 -	24 -	24 -	24 -	19 - mg/L	19 - mg/L	0	0107 - Weekly	24 - COMP24
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	-	Sample = 0.14 Permit Req. = 5.34 30DA AVG Value NODI	Qualifier = 0.24 Value = 5.34 7 DA AVG	24 -	24 -	24 -	24 -	19 - mg/L	19 - mg/L	0	0230 - Twice Per Month	24 - COMP24
X 00665	Phosphorus, total [as P]	1 - Effluent Gross	0	-	Sample = 0.20 Permit Req. = 0.8 30DA AVG Value NODI	Qualifier = 0.62 Value = 1.27 DA AVG	24 -	24 -	24 -	24 -	19 - mg/L	19 - mg/L	2	0230 - Twice Per Month	24 - COMP24
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	-	Sample = 0.031 Permit Req. = 0.031 Value NODI	Qualifier = 0.046 Value = 0.046	19 - mg/L	19 - mg/L	19 - mg/L	19 - mg/L	19 - mg/L	19 - mg/L	0	0101 - Daily	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	Qualifier = 19.0 INST MAX Value = 9 - Conditional Monitoring - Not Required This Period	28 - ug/L	28 - ug/L	28 - ug/L	28 - ug/L	28 - ug/L	28 - ug/L	0	0230 - Twice Per Month	GR - GRAB
51040	E. coli	1 - Effluent Gross	0	-	Sample = 32 Permit Req. = 32 Value NODI	Qualifier = 32 Value = 32	32 - CFU/100mL	32 - CFU/100mL	32 - CFU/100mL	32 - CFU/100mL	32 - CFU/100mL	32 - CFU/100mL	0	0230 - Twice Per Month	GR - GRAB

74055	Coliform, fecal general	1 - Effluent Gross	0	1.0	1.0	400.0 DAILY MX	32 - CFU/100mL 23 - %	02/30 - Twice Per Month 02/30 - Twice Per Month	GR - GRAB GR - GRAB
81010	BOD, 5-day, percent removal	1 - Effluent Gross	0	96.77	85.0 MG AV MN		23 - %	01/30 - Monthly 01/30 - Monthly	CA - CALCTD CA - CALCTD
81011	Solids, suspended percent removal	1 - Effluent Gross	0	99.61	85.0 MG AV MN		23 - %	01/30 - Monthly 01/30 - Monthly	CA - CALCTD CA - CALCTD

#### Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

#### Edit Check Errors

Code	Parameter Name	Monitoring Location	Field	Type	Description	Acknowledge
00665	Phosphorus, total [as P]	1 - Effluent Gross	Quality or Concentration Sample Value 2	Soft	The provided sample value is outside the permit limit. Please verify that the value you have provided is correct. (Error Code: 1)	Yes
00666	Phosphorus, total [as P]	1 - Effluent Gross	Quality or Concentration Sample Value 3	Soft	The provided sample value is outside the permit limit. Please verify that the value you have provided is correct. (Error Code: 1)	Yes

#### Comments

Changes made in operations in the middle to late October were finally noticeable by the second week of November. Please see attached letter for more information.

#### Attachments

Name	Type	Size
Excessdaca_Letter_Phosphorus_12-15-20.pdf	pdf	88827.0
Report Last Saved By		
TAOS SKI VALLEY, VILLAGE OF		
User:	AMARTINEZ@VTSV.ORG	
Name:	Anthony Martinez	
E-Mail:	amartinez@vtsv.org	
Date/Time:	2020-12-15 15:14 (Time Zone: -06:00)	
Report Last Signed By		
User:	AMARTINEZ@VTSV.ORG	
Name:	Anthony Martinez	
E-Mail:	amartinez@vtsv.org	
Date/Time:	2020-12-15 15:14 (Time Zone: -06:00)	

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

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**AGENDA ITEM TITLE: PUBLIC HEARING: Consideration to Approve Ordinance 2021-44 Village Wildland Interface Ordinance**

**DATE:** December 22, 2020

**PRESENTED BY:** Jalmar Bowden

**STATUS OF AGENDA ITEM:** Old Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended

**BACKGROUND INFORMATION:**

Ordinance 2007-44 is the Village of Taos Ski Valley adoption of the 2003 Urban Wildland Interface Code published by the International Code Council. This internationally acclaimed code set groundwork for many laws and ordinances protecting structures and residents in the wildland interface areas of the Country. Wildland interface areas describe the developing areas for residences and businesses that are increasingly at risk to threat of wildfire. Currently the fastest growing type of development in the U.S.

This Code focuses on safer buildings as well as on defensible space. Structure fires endanger forests and other structures more readily in interface environments where mitigation is not practiced.

This code was retitled in 2006 to the International Wildland Urban Interface Code during the first update cycle. The International Code Council family of codes are all updated in three-year cycles to maintain relevancy to emerging technologies and environmental considerations. 2009 and 2012 updates were not adopted by the Village. While this currently adopted International Code exists in newer format, Village ability to administer the improved code is questionable. It is proposed to update to the 2015 publication as the balance of Village building codes are ICC's 2015 publications as amended by the State. New Mexico will update building codes to 2018 with their amendments during 2021. This provides the Village an opportunity to incorporate provisions unique to the high-altitude environment into Village Building and Construction Ordinance. Revisions to this Village Wildland Interface Ordinance can be considered also at that time, implementation can serve to inform what those may be.

Legacy information from the 2016 Community Wildfire Protection Plan endorsed by Village of Taos Ski Valley informed revisions to this International Code as did community input, particularly from Firewise Committee and Planning and Zoning Commission. Revisions to the code are included as part of this adopting Ordinance and are published here. Great patience and suggestions by Village Staff are also incorporated in this Ordinance. A link to the full 2015 International Wildland Urban Interface Code published on the Village website during this adoption process is here: <http://www.vtsv.org/village-services/building-services/>

It is hoped that this Ordinance can serve as catalyst for renewed energy toward a safer Village for residents, vital businesses, visitors, neighboring communities, the watershed and forest.

**RECOMMENDATION:** Adoption of this ordinance was first brought for discussion to Council in April 2020. Discussion of and revision to particular sections have been made to meet expressed desire of constituents and Council. These revisions are incorporated as amendments or additions to the 2015 International Wildland Urban Interface Code and presented as Ordinance 2021-44 Village Wildland Interface Code.

Staff recommended acceptance of this document in its entirety at first reading of the Ordinance at the November 24 2020 Council meeting. Two revisions were requested at first reading, both are incorporated in the text for this second reading, highlighted in the document.

Staff recommends Village Council accept this document in its entirety as second reading of the proposed Village Ordinance 2021-44 Village Wildland Interface Code.

**THE VILLAGE OF TAOS SKI VALLEY  
ORDINANCE NO. 2021-44**

**AN ORDINANCE OF THE VILLAGE OF TAOS SKI VALLEY KNOWN AS  
VILLAGE WILDLAND INTERFACE ORDINANCE,  
ADOPTING THE ICC'S  
INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, 2015 EDITION, AND ESTABLISHING  
AMENDMENTS THERETO**

**WHEREAS**, the Village of Taos Ski Valley (the Village) is surrounded by alpine forests and wildlands that can be prone to wildfires, especially in times of drought; and

**WHEREAS**, the Village Council wishes to support the mitigation of wildfire hazards within the Village and surrounding wildland areas through appropriate mitigation techniques and management; and

**WHEREAS**, the International Code Council (ICC) has created a model Code known as the *International Wildland-Urban Interface Code*, which regulates and governs the mitigation of hazard to life and property from the intrusion of wildfire from adjacent wildlands, as well as the prevention of structure fires from unmitigated wildland fuels; and

**WHEREAS**, the Village believes that adoption of the *International Wildland-Urban Interface Code*, is in the best interest of Village citizens in order to protect the health, safety, and welfare of the public from devastating wildfires; and

**WHEREAS**, this Ordinance, in adopting the *International Wildland-Urban Interface Code*, provides a system of guidelines and regulations aimed at preventing wildfires from spreading and threatening the Village, and contains supporting provisions for the issuance of permits and collection of fees; and

**WHEREAS**, in adopting the *International Wildland-Urban Interface Code*, the Village repeals all previous ordinances specifically regulating wildfire hazards, including Ordinance No. 2007-44 of the Village of Taos Ski Valley and all other ordinances and parts of laws in conflict therewith.

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

**Section 1. Adoption.**

The Village of Taos Ski Valley hereby adopts the *International Wildland-Urban Interface Code*, 2015 Edition in its entirety, as established by the International Code Council (ICC), and repeals all previous Village Ordinances and laws in conflict therewith, including Village Ordinance No. 2007-44.

The adoption of the *VILLAGE WILDLAND INTERFACE ORDINANCE* includes only the following Appendices:

- Appendix A, General Requirements.

- Appendix B, Vegetation Management Plan.

The *International Wildland-Urban Interface Code*, 2015 Edition, is hereby made a part of this Ordinance as though fully set forth herein, but with the additions, insertions, deletions and changes, specifically prescribed in *Section 3* below.

## **Section 2. Enforcement by Village of Taos Ski Valley Building Code Official.**

This Ordinance shall be implemented and enforced by the Village's Building Code Official.

## **Section 3. Revised Provisions.**

For Village purposes, the following sections of the *International Wildland-Urban Interface Code*, are hereby revised and adopted as set forth herein:

**IWUIC Section 101.1 Title.** These regulations shall be known as the *Village Wildland Interface Ordinance* of the Village of Taos Ski Valley, hereinafter referred to as "this Code".

**IWUIC Section 102.6. Grandfathering.** The pre-existing legal occupancy or use of any structure or condition existing on the date of the formal passage of this Code shall be permitted to continue without change, except as is specifically covered in this Code's legally adopted predecessor, Village Ordinance No. 2007-44, or as is deemed necessary by the Village Building Code Official for the general safety and welfare of the occupants or general public.

**IWUIC Section 103.1 Establishment of Enforcement Agency.** The Building Department and the Village's Building Code Official shall bear responsibility for enforcement of this Code.

**IWUIC Section 106.1 Appeal of Building Code Official's Final Decision.** If the Building Code Official's interpretation or implementation of this Ordinance is subject to dispute, a formal appeal of the Building Code Official's final decision may be brought before the Village Planning and Zoning Commission within thirty (30) days of such decision. Any appeal must be presented to the Village in writing and shall be placed immediately on the Commission's next available public meeting agenda for a full public hearing to address the appeal.

**IWUIC Section 109.4.7 Violation/Penalties.** Persons who violate this Code or fail to comply with any of the requirements thereof, or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Building Code Official, or of a permit or certificate used under the provisions of this Code, shall be served Notice of Violation by the Building Code Official. Notice shall be posted at location and by mailing to address of property owner of record.

**IWUIC Section 109.4.8 Abatement of Violation.** The Building Code Official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

**IWUIC Section 114.4 Failure to Comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to prosecution by the Village of Taos Ski Valley.

#### **IWUIC Section 607 Storage of Firewood and Combustible Materials:**

**IWUIC 607.1 General.** Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs.

**Exceptions.** 1. Aforementioned storage shall be allowed during months with typical ground snow cover determined by code official currently to be November 1 to March 31.

When required by the code official (April 1 to October 31), storage of firewood and combustible material stored in the *defensible space* shall be located a minimum of 20 feet (6096 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 MM).

2. When locating stored firewood as specified herein is not possible or constitutes hardship demonstrable to the Code Official a fire-retardant covering may be utilized. Such covering shall be labeled as meeting standards of NFPA 701. Covering shall be in serviceable condition and shall cover stored firewood reaching to the ground on all sides. Brush and litter shall not accumulate adjacent to such storage.

**Appendix B as amended herein:**

#### **IWUIC Section B101 Vegetation Management Plan**

**IWUIC B101.1 Scope.** Vegetation management plans shall be submitted to the Building Code Official and Planning Director for review and approval as part of the plans required for a permit, whether for development of or mitigation of undeveloped property.

**IWUIC B101.2 Plan Content.** Vegetation management plans shall describe all actions that will be taken to prevent a fire from being carried toward or away from buildings, neighboring structures, lot lines and adjacent forests. A vegetation management plan shall include at least the following information:

1. A copy of the site plan.
2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall include removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.
3. A plan for maintaining the proposed fuel-reduction measures.

**IWUIC B101.3 Fuel Modification.** To be considered a *fuel modification* for purposes of this code, continuous maintenance of the clearance is required.

#### **Section 4. Administrative Findings of Fact.**

In enacting this Ordinance, the Village adopts requirements for certain findings of fact to be implemented by the Building Code Official pursuant to recommendations established by the ICC. These

findings of fact are set forth in Exhibit A, attached hereto, and shall be implemented upon adoption of this Ordinance through the Village's administrative process.

#### **Section 5. Mapping of Wildland Urban Interface Areas.**

Specific boundaries of natural or man-made features of wildland-urban interface areas shall be as shown on the Village of Taos Ski Valley's "Wildland-Urban Interface Area Map", as previously adopted by the Village. The legal description of such areas is as described as follows: Village of Taos Ski Valley.

#### **Section 6. Copies Available to General Public.**

The public may access an official copy of the fully published *International Wildland-Urban Interface Code*, 2015 Edition, at the Village Clerk's Office, Village of Taos Ski Valley. The Village shall keep three (3) copies on file for review by members of the public upon request.

#### **Section 7. Severability.**

If any section, subsection, sentence, clause or phrase of this Ordinance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

#### **Section 8. Adoption and Implementation.**

This Ordinance and the rules, regulations, provisions, requirements, orders and matters established herein shall be in full force and effect from the date of this Ordinance's final passage, adoption, and publication.

**PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF NOVEMBER 2020.**

Vote: For \_\_\_\_\_, Against \_\_\_\_\_

\_\_\_\_\_  
**Christof Brownell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Ann Wooldridge, Village Clerk**

## **EXHIBIT A / ADMINISTRATIVE FINDINGS OF FACT**

### **Introduction.**

The Village of Taos Ski Valley Building Code Official, Mayor and Village Council, makes the following findings of fact that certain climatic, topographic, and geological features exist in the Village of Taos Ski Valley, and that those features can, under certain circumstances, affect emergency services. Those features are enumerated in the Village of Taos Ski Valley Community "Wildfire Protection Plan" adopted June 14, 2016. Further, Village Wildland Interface Ordinance makes certain code amendments to the New Mexico Administrative Code, International Residential Code, International Building Code and International Fire Code that are aimed at reducing, to the extent possible, the impact of those features in order to mitigate the dangers of wildfire.

### **Finding 1:**

That the Village of Taos Ski Valley is situated within the slopes of and at the base of Wheeler Peak and Columbine Hondo Wilderness Areas, and the Upper Rio Hondo Watershed.

State Road 150 is the single evacuation route for residents and visitors to Taos Ski Valley in the event of a catastrophic wildfire, and this highway is the single access route for assistance from neighboring fire-fighting agencies. This highway passes through a narrow canyon of difficult geographic features, one side a river and the other steep, rocky and forested slopes. Landslide, vehicle accident or fire-fighting activities could make evacuation from or access to the Village difficult or impossible. Any of these events coupled with a wildfire threatening Village homes or businesses would likely cause the firefighting capabilities of the Village to be overwhelmed.

### **Finding 2:**

Seasonal climatic conditions in surrounding forest and Village private properties during late summer and fall create higher risk of fires in those forests and Village properties and homes. Forested areas within the Village could spread canopy fire to surrounding forest canopy, creating a potential for degradation of the Watershed and Wilderness Areas. Village canopy cover could be ignited by structure or property fire. Although some code requirements, such as fire-resistive roof classifications and siding materials have a direct bearing on building survival in wildland fire situations, others, such as residential automatic sprinklers, may also have a positive effect.

In dry climate on low humidity days, many materials are much more easily ignited. Fires are more likely to occur and any fire once started can expand rapidly. Residential automatic sprinklers can arrest a fire within or on a structure before the fire is able to spread to adjacent vegetation and structures.

Seasonal winds also have the potential for interfering with emergency vehicle access, delaying or making impossible emergency access. Spruce and Fir trees, which are common in the Village's surrounding Conifer forests, as well as in the Village, are subject to uprooting in strong winds, due to the relatively small root bases compared to the tree itself.

**Finding 3:**

The Village is located in a mountainous region and derives its water supply from Phoenix Spring pumped to water storage and fed to the Village by gravity. These tanks are designed to supply water to satisfy Village needs. Seasonal fluctuations of the spring determine the rate of refill of the tanks. A catastrophic wildfire could consume water in the tanks beyond reserve and leave the Village without water pressure for firefighting.

Fires starting in sprinkled buildings are typically controlled by one or two sprinkler heads, flowing as little as 13 gallons per minute each.

Hose streams used by engine companies on well-established structure fires typically use about 250 gallons per minute each, and the estimated water usage for a typical residential fire is 1,250 to 1,500 gallons per minute, according to the Insurance Services Office.

Under circumstances such as a wildfire advancing into the community when multiple fires are starting within the community, the limited water demands of residential sprinklers could protect structures from loss preserving much of the water demands for conflagration firefighting.

**Finding 4:**

The Village of Taos Ski Valley's topography presents problems in the delivery of emergency services, including fire protection. Mountainous terrain with narrow winding roads lacking circulation, that prevents rapid access especially in times requiring evacuation. There is also non-fire-resistive vegetation on this difficult terrain. In addition to these access and evacuation problems delivery of water for firefighting is extremely difficult. The most remote of these areas are served by residential wells lacking capacity for firefighting.

**Finding 5:**

The Upper Rio Hondo watershed contributes to Village water supply and surface water irrigation for downstream neighborhoods of Valdez and other communities. It is a contributor to the Rio Grande Watershed. Structure or private property fires could spread to this valuable resource, especially from the Kachina Village neighborhood, which borders this identified watershed but also potentially other areas of the Village. Forest fire in this watershed could affect the quality of water at the Phoenix Infiltration Gallery, the sole source of Village water supply. Ash and debris could also affect quality of water in the Rio Hondo for downstream irrigation.

**Summary**

The aforementioned problems support the imposition of fire protection requirements greater than those set forth in the New Mexico Administrative Code, International Residential Code, International Building Code and International Fire Code.

Further, these findings support the Village's adoption and immediate implementation of the ICC *International Wildland-Urban Interface Code*, 2015 Edition. Further these findings support the inclusion of under-developed or undeveloped properties within the Village of Taos Ski Valley boundaries. High danger of fire spread from property to property or from forest to untreated properties is a recognized danger. A Vegetation Management Plan required of all property owners during development and construction shall be required for all yet to be developed and currently developed properties within Village boundaries exhibiting unacceptable fire risk.

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

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**AGENDA ITEM TITLE:** Consideration to Approve an Amendment to the Donation Agreement with the Pattison Trust and to Accept the Pattison Donation of Real Property

**DATE:** December 22, 2020

**PRESENTED BY:** Susan Baker and Roger Pattison, on behalf of the property owner

**STATUS OF AGENDA ITEM:** Old Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended, as the Pattison Trust would like to complete the donation of the subject property by December 31, 2020 for tax deductions.

**BACKGROUND INFORMATION:** In June 2020, the Village entered into a Donation Agreement (included in your packet materials) with the Pattison Trust (Trust) for the donation of the following real property (subject property or property):

- Bull of the Woods Road Tract 3, Parcel 1, Lot 8, Block F, Boundary Survey Plat for Pattison Trust, LLC
- Bull of the Woods Road Tract 4, Lots 4 and 5, Block F, Boundary Survey Plat for Pattison Trust, LLC - North Lake Fork Stream Bank, Tracts Gap, Parcel P1, LFS A and LFS B, Boundary Survey Plat for the Pattison Trust Lake Fork Stream Riparian Areas
- South Lake Fork Stream Bank, Tracks LFS 5 and LFS 6, Plat of Survey for Lake Fork Greenbelt
- Kachina Road Tract, Open Space Tract, Boundary Survey Plat for Pattison Trust Kachina Road Open Space

The Pattison Trust asked the Village to enter into this Donation Agreement as a condition of receiving the subject property and set a closing date of December 31, 2020. The Agreement contains provisions addressing title work and condition of

the subject property. The Trust requires the Village to conduct “due diligence” and to take the property “as is” with any attached liabilities. The property was to be conveyed by special warranty deed, with the Trust agreeing to purchase title insurance. The Trust also asked that the property be donated to the Village through a formal real estate closing.

This past week, the Village received title work, deeds, and other documents related to the closing of the transaction. Over the past few months, the Trust decided to sell some of the original parcels described in the June 2020 Donation Agreement to third parties. The Trust still wishes to donate its remaining parcels with the exception of the following, which have been sold to other parties:

- North Lake Fork Stream Bank, Tracts Gap, Parcel P1, LFS A and LFS B, Boundary Survey Plat for the Pattison Trust Lake Fork Stream Riparian Areas; and

- South Lake Fork Stream Bank, Tracks LFS 5 and LFS 6, Plat of Survey for Lake Fork Greenbelt

- Additionally, there has been a slight change to what is referred to as the “Kachina Road Tract.”

During the Council meeting, representative of the Pattison Trust, Roger Pattison, will explain the revised property configuration and the remaining parcels to be donated. The Trust is requesting that the Village enter into an Amended Donation Agreement, as included in your packets. Packets also include the proposed special warranty deeds conveying the remainder of the subject property.

**STAFF RECOMMENDATION:** Council should make a determination as to whether it wishes to move forward with the donation of the remainder of the subject property, after sale and conveyance of a portion of the original property to third parties. The property must be accepted “as is,” with any associated liabilities.

If Council decides to accept the revised donation, it should approve the Amended Donation Agreement by motion, as well as acceptance of the property by special warranty deed, so that the parties can schedule a closing date to complete the transaction before December 31, 2020.

## DONATION AGREEMENT

29th THIS DONATION AGREEMENT (the "Agreement") is entered into as of the day of June, 2020 (the "Effective Date") by and between Pattison Trust, LLC, a New Mexico limited liability company ("Donor") and the Village of Taos Ski Valley, a New Mexico municipality ("Recipient").

### RECITALS

A. Donor and the Pattison Family Trust w/t/a dated 12/31/1966 and 11/18/1970 are the current owners of certain lands located in Taos Ski Valley, New Mexico, more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Prior to or on the Closing Date (as defined below) the Property will all be held solely in Donor's name.

C. Donor wishes to give and Recipient wishes to receive the Property pursuant to the terms set forth herein.

D. No goods or services were provided to Donor in exchange for the donation of Property described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations, and covenants contained herein, the parties to this Agreement hereby agree as follows:

### AGREEMENT

1. Donation of the Property. In accordance with the terms stated herein, Donor proposes to donate, and Recipient proposes to accept, title to the Property (the "Donation"). This transaction shall be consummated with the Title Company (as defined below) on the Closing Date (as defined below) (the "Closing").

2. Contingencies. The Donation shall be consummated on or before the Closing Date (as defined below), subject to the following:

- (a) Title Review. A title commitment for a standard owner's title policy for the Property shall be provided by First New Mexico Title & Abstract Company, Inc. (the "Title Company"), naming Recipient as insured owner. Donor shall order the title commitment, at Donor's expense, within ten (10) days after the Effective Date. Recipient shall have thirty (30) days after receipt of the title commitment to review the commitment and decide whether or not to proceed with Closing of the Donation (the "Due Diligence Period"). However, Donor shall have no obligation to remove any exceptions shown on the title commitment.

(b) Inspection. During the Due Diligence Period, Recipient shall have the right to inspect (i) the Property and (ii) all other matters concerning the Property and Recipient's intended use thereof, including but not limited to economic feasibility, zoning, local government restrictions and requirements, physical condition, subsoil conditions, environmental matters, and such other matters as may be of concern to Recipient. Recipient shall provide advanced written notice to Donor of its intended inspections of the Property (including the names and contact information for all of the persons and firms conducting the inspection, the proposed scope and methods to be used (e.g., penetrative) and locations to be investigated and evidence of their insurance). Donor shall cooperate with Recipient with respect to such inspections, at no expense to Donor. Recipient will restore the Property to the same condition in which it existed immediately prior to the conducting of any inspection promptly upon completion of each such inspection. Recipient may undertake physical testing of the Property, but shall not make any invasive tests of the Property without Donor's prior written consent which may be withheld at Donor's sole discretion. Recipient will not permit any liens or encumbrances to arise against the Property in connection with or as a result of such inspection or testing. Donor shall not be liable for, and to the extent allowed by law, Recipient will indemnify, defend and hold Donor, and Donor's members, managers, shareholders, directors, officers, management companies, agents, employees and representatives, and the Property, harmless of, from and against losses, liabilities, costs, expenses (including, without limitation, reasonable attorneys' fees and costs of court), damages, liens, claims (including, without limitation, mechanics' or materialmen's liens or claims of liens), actions and causes of action to the extent resulting from the negligence or intentional misconduct of Recipient, or Recipient's agents, employees, contractors or representatives, upon the Property. The obligations of Recipient pursuant to this paragraph shall survive Closing of the Donation of the Property or the termination of this Agreement.

(c) Improvement Location Report. During the Due Diligence Period, Donor shall provide an updated Improvement Location Report in accordance with Section 12.8.2.10 NMAC (the "ILR"); however, if the ILR cannot be reasonably completed during this time, the Due Diligence Period shall be extended as necessary in order to allow time for completion. Should the Due Diligence Period need to be extended, Donor shall provide notice to Recipient of such extension. Donor shall pay the costs for acquisition of the ILR. Recipient shall have the right to review the ILR and current staking of the Property during the Due Diligence Period. Recipient hereby agrees that by accepting the Property at Closing, Recipient is comfortable with the boundary lines

and legal description of the Property. This provision shall survive Closing of the Donation of the Property.

- (d) Termination Notice. If Recipient determines that it does not desire to accept the Property during the Due Diligence Period for any reason whatsoever, including but not limited to any issues with regard to title, anything discovered during Recipient's inspection of the Property, anything shown on the ILR, or any issues with regard to the staking of the Property, Recipient shall give Donor written notice of its decision to terminate this Agreement ("Termination Notice"). If Recipient's Termination Notice is not sent to Donor during this time, Recipient will be deemed to have waived its right to terminate in accordance with this provision and any and all exceptions shown on the title commitment shall be deemed the "Permitted Exceptions" at Closing and Recipient shall be deemed to have accepted the Property in its "As-Is", "Where Is" and "With All Faults" condition as more fully described in Paragraph 4 below. This provision shall survive Closing of the Donation of the Property.

3. Closing Date. The "Closing Date" shall be thirty (30) days following the expiration of the Due Diligence Period; however, if Closing has not occurred by December 31, 2020, either Donor or Recipient may terminate this Agreement so long as such delay was not caused by a breach of the terminating party.

4. As Is, Where Is. Recipient agrees that Recipient is taking the Property in its condition as of Closing, and all Property is and shall be transferred by Donor to Recipient "AS IS", "WHERE IS" AND "WITH ALL FAULTS" with any and all latent and patent defects as of the Closing Date, whatever that condition may be, and that there is no warranty by Donor that the Property has a particular financial value or is fit for a particular purpose. Recipient acknowledges and agrees that Donor makes no representation, warranty, covenant, agreement, statement, or other assertion regarding the condition of the Property as of the date hereof, or as of the Closing Date, but is relying on Recipient's examination of the Property and Recipient hereby assumes the full risk of loss, damage, injury, expense, or liability whatsoever relating to the condition of the Property and is hereby waiving any such claims. Recipient is taking the Property with the express understanding and stipulation that there are no express or implied warranties, except for the limited warranties set forth in the Deed (as defined below). Recipient further acknowledges and agrees that Recipient is familiar with the Property and during the Due Diligence Period shall make such inspections as it requires so as to satisfy itself regarding all matters relating to the physical condition of the Property, and the feasibility, utility, and marketability of the Property for any purpose. Recipient further acknowledges that Donor has made no representation or warranty, express or implied, regarding any release or the presence of any hazardous materials, waste, or other similar substance upon, within, or under the surface of the Property. Recipient further assumes all risk of loss, damage, expense, or liability whatsoever in connection with any and all claims and defenses of tenants or other occupants in possession of the Property or otherwise, from and after the

Closing Date, and Donor shall not be liable for any lack of repair, maintenance or improvements to the Property. This provision shall survive Closing of the Donation of the Property.

5. Deliveries.

(a) By Donor. On or prior to the Closing Date, Donor will deliver to the Title Company each of the following items:

(i) A Special Warranty Deed, suitable for recording, conveying title to the Property to Recipient, subject to the Permitted Exceptions, in substantially the same form as Exhibit B hereof (the "Deed");

(ii) Evidence of Donor's authority to consummate this transaction; and

(iii) Any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance reasonably satisfactory to Donor, duly executed by Donor.

(b) By Recipient. On or prior to the Closing Date, Recipient will deliver to the Title Company each of the following items:

(i) An executed copy of the Deed;

(ii) Evidence of Recipient's authority to consummate this transaction; and

(iii) Any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance reasonably satisfactory to Recipient, duly executed by Recipient.

6. Closing Costs.

(a) Closing Costs. Donor and Recipient will each pay their respective attorneys' fees. Donor will pay one-half of the escrow fee and recording fees charged for documents required to be recorded in connection with the conveyance of the Property to Recipient, the cost of the title commitment, and the cost of the basic owner's title policy. Recipient will pay one-half of the escrow fee and recording fees charged for documents required to be recorded in connection with the conveyance of the Property to Recipient, the cost of deleting any Schedule B Standard Exceptions from the Title Policy as desired by Recipient, and

the premium for any additional coverages elected by Recipient.

- (b) Prorations/Reconciliation. Real estate taxes and any private dues or assessments for maintenance or any other purposes respecting the development within which the Property is situated for the year in which the Closing occurs will be prorated to the Closing Date. If the Closing occurs before the amount of the taxes or the amount of dues or assessments is fixed for the year of Closing, the apportionment of same will be based upon the amount of the taxes or the amount of dues or assessments for the preceding year. Any special tax assessments which are due at the time of Closing shall be paid by Donor. Donor warrants that all prior taxes, assessments, and dues up to the year of Closing are current and have been paid- in--full.

7. Tax Letter and Cooperation. Recipient agrees to provide Donor with an executed copy of a letter documenting the Donation in substantially the same form as attached hereto as Exhibit C at Closing. Recipient further acknowledges that prior to and after the Closing, Donor may request additional information and documentation from Recipient in order for Donor to obtain a tax credit or deduction for the Donation contemplated herein. Recipient agrees to cooperate with any such requests, without further consideration. This provision shall survive Closing of the Donation of the Property.

8. Assignment and Binding Effect. This Agreement shall extend to and be binding upon the heirs, executors, and administrators, assigns, and successors in interest of the parties hereto.

9. Governing Law. This Agreement will be construed under and in accordance with the internal laws of the State of New Mexico without regard to principles of conflicts of laws.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between Donor and Recipient. The parties agree that there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth, and that no subsequent alteration, amendment, change, deletion or addition to this Agreement will be binding upon Donor or Recipient unless in writing and signed by both Donor and Recipient.

12. Notices. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery, electronic mail, or three (3) business days after being deposited in the U.S. Mail, registered or certified,

return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express, addressed as follows:

To Recipient:                      The Village of Taos Ski Valley  
P.O. Box 100  
7 Firehouse Road  
Taos Ski Valley, NM 87525  
Email: [vtsv@vtsv.org](mailto:vtsv@vtsv.org)

With a copy to:

To Donor:                              Roger Pattison  
Pattison Trust, LLC  
P.O. Box 133  
Taos, NM 87571  
Email: [roger@taosskivalleyland.com](mailto:roger@taosskivalleyland.com)


With a copy to:                      Margaret L. Meister  
Modrall Sperling Roehl Harris & Sisk P.A.  
500 Fourth Street NW  
Suite 1000  
Albuquerque, NM 87102  
Email: [meg.meister@modrall.com](mailto:meg.meister@modrall.com)

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**DONOR:**

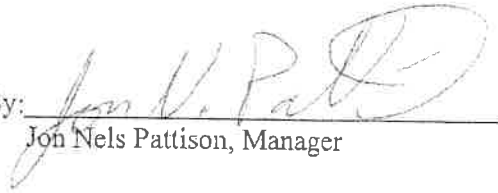
PATTISON TRUST, LLC, a New Mexico  
limited liability company

By:   
Roger Cecil Pattison, Manager

PATTISON TRUST, LLC, a New Mexico  
limited liability company

By: Orville Hoyt Pattison  
Orville Hoyt Pattison, Manager

PATTISON TRUST, LLC, a New Mexico  
limited liability company

By:   
Jon Nels Pattison, Manager

PATTISON TRUST, LLC, a New Mexico  
limited liability company

By:   
John Cree Duncan, Manager

PATTISON TRUST, LLC, a New Mexico  
limited liability company

By:   
Sherri Pattison Qualls, Manager

**RECIPIENT:**

The Village of Taos Ski Valley,  
a New Mexico municipality

By: 

Mayor Christof Brownell

**Exhibit A**  
**Legal Description**

- Bull of the Woods Road Tract 3, Parcel 1, Lot 8, Block F, Boundary Survey Plat for Pattison Trust, LLC
- Bull of the Woods Road Tract 4, Lots 4 and 5, Block F, Boundary Survey Plat for Pattison Trust, LLC
- North Lake Fork Stream Bank, Tracts Gap, Parcel P1, LFS A and LFS B, Boundary Survey Plat for the Pattison Trust Lake Fork Stream Riparian Areas
- South Lake Fork Stream Bank, Tracks LFS 5 and LFS 6, Plat of Survey for Lake Fork Greenbelt
- Kachina Road Tract, Open Space Tract, Boundary Survey Plat for Pattison Trust Kachina Road Open Space

Exhibit B

**SPECIAL WARRANTY DEED**

Pattison Trust, LLC, a New Mexico limited liability company ("Grantor), for good and valuable consideration, hereby grants unto the Village of Taos Ski Valley, a New Mexico municipality ("Grantee"), whose address is P.O. Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525, the real property in Taos County, New Mexico more particularly described in **Schedule 1** attached hereto and incorporated herein by reference (the "Property"), with special warranty covenants,

SUBJECT, HOWEVER, TO taxes for the year 2020 and subsequent years; and the matters set forth in **Schedule 2** attached hereto and incorporated herein by reference,

And provided further, as a material part of the consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property in its current condition "AS IS", "WHERE IS" AND "WITH ALL FAULTS" with any and all latent and patent defects, whatever that condition may be, and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and agrees that Grantor makes no representation, warranty, covenant, agreement, statement, or other assertion regarding the condition of the Property, but is relying on Grantee's examination of the Property and Grantee hereby assumes the full risk of loss, damage, injury, expense, or liability whatsoever relating to the condition of the Property and is hereby waiving any such claims. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties, except for the limited warranties of title set forth in this deed. Grantee further acknowledges and agrees that Grantee is familiar with the Property and has inspected the physical condition of the Property, and the feasibility, utility, and marketability of the Property for any purpose. Grantee further acknowledges that Grantor has made no representation or warranty, express or implied, regarding any release or the presence of any hazardous materials, waste, or other similar substance upon, within, or under the surface of the Property. Grantee further assumes all risk of loss, damage, expense, or liability whatsoever in connection with any and all claims and defenses of tenants or other occupants in possession of the Property or otherwise, from the date hereof, and Grantor shall not be liable for any lack of repair, maintenance or improvements to the Property.

*Remainder of Page Intentionally Left Blank  
Signature Pages to follow*

WITNESS OUR hands this \_\_\_\_\_, 2020.

PATTISON TRUST, LLC, a New Mexico  
limited liability company

By: \_\_\_\_\_  
Roger Cecil Pattison, Manager

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Roger Cecil  
Pattison as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
Orville Hoyt Pattison, Manager

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Orville  
Hoyt Pattison as Manager of the Pattison Trust, LLC, a New Mexico limited liability  
company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
Jon Nels Pattison, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Jon Nels Pattison as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
John Cree Duncan, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by John Cree Duncan as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
Sherri Pattison Qualls, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Sherri  
Pattison Qualls as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Grantee:

The Village of Taos Ski Valley,  
a New Mexico municipality

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by  
\_\_\_\_\_ as \_\_\_\_\_ of the Village of Taos Ski Valley, a  
New Mexico municipality.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Schedule 1  
to  
Special Warranty Deed  
(Legal Description)

Schedule 2  
to  
Special Warranty Deed  
(Permitted Exceptions)

**Exhibit C**

[Insert Village of Taos Ski Valley Letterhead]

[Date]

Pattison Trust, LLC  
P.O. Box 133  
Taos, NM 87571

Dear Managers of the Pattison Trust, LLC:

Thank you for your donation of several tracts of land in Taos Ski Valley, New Mexico, more fully described below, on \_\_\_\_\_, 2020.

No goods or services were provided in exchange for your contributions.

Property donated:

- Bull of the Woods Road Tract 3, Parcel 1, Lot 8, Block F, Boundary Survey Plat for Pattison Trust, LLC
- Bull of the Woods Road Tract 4, Lots 4 and 5, Block F, Boundary Survey Plat for Pattison Trust, LLC
- North Lake Fork Stream Bank, Tracts Gap, Parcel P1, LFS A and LFS B, Boundary Survey Plat for the Pattison Trust Lake Fork Stream Riparian Areas
- South Lake Fork Stream Bank, Tracks LFS 5 and LFS 6, Plat of Survey for Lake Fork Greenbelt
- Kachina Road Tract, Open Space Tract, Boundary Survey Plat for Pattison Trust Kachina Road Open Space

Sincerely,

## **FIRST AMENDMENT TO DONATION AGREEMENT**

This FIRST AMENDMENT TO DONATION AGREEMENT (this "Amendment") is entered into as of December \_\_\_\_, 2020 (the "Amendment Date"), by and between Pattison Trust, LLC, a New Mexico limited liability company (the "Donor"), and the Village of Taos Ski Valley, a New Mexico municipality (the "Recipient").

### **RECITALS**

A. Donor and Recipient are parties to that certain Donation Agreement, dated June 29, 2020 (the "Donation Agreement") with respect to the purchase and sale of certain property located in Taos Ski Valley, Taos County, New Mexico (the "Property").

B. The parties desire to amend the Donation Agreement to amend the description of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Donation Agreement.

2. Property. Exhibit A to the Donation Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment, attached hereto and made a part hereof.

3. Miscellaneous. Except as expressly modified by this Amendment, all of the other terms and conditions of the Donation Agreement shall remain in full force and effect. To the extent of any inconsistency between this Amendment and the Donation Agreement, the terms and conditions of this Amendment shall control. This Amendment may be executed in multiple counterparts, all of which, taken together, shall constitute one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Donor and Recipient have caused this Amendment to be executed as of the Amendment Date.

**DONOR:**

**PATTISON TRUST, LLC,**  
a New Mexico limited liability company

By: \_\_\_\_\_  
Roger Cecil Pattison, Manager

**PATTISON TRUST, LLC,**  
a New Mexico limited liability company

By: \_\_\_\_\_  
Orville Hoyt Pattison, Manager

**PATTISON TRUST, LLC,**  
a New Mexico limited liability company

By: \_\_\_\_\_  
Jon Nels Pattison, Manager

**PATTISON TRUST, LLC,**  
a New Mexico limited liability company

By: \_\_\_\_\_  
John Cree Duncan, Manager

**PATTISON TRUST, LLC,**  
a New Mexico limited liability company

By: \_\_\_\_\_  
Sherri Pattison Qualls, Manager

**RECIPIENT:**

**THE VILLAGE OF TAOS SKI VALLEY,**  
a New Mexico municipality

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

**Lot 4[Rev], Block F**

A certain tract of land in Taos Ski Valley, Taos County, New Mexico; within the Antoine Leroux Grant; located within projected Section 4, Township 27 North, Range 14 East, NMPM; described as a portion of those lands described in quiet title suit no. 5634-A, filed for record in the Taos County district court, entitled "O.E. Pattison vs. Estella Simpson Randall, et al," dated 03/17/58 and more particularly described by metes and bounds as follows:

BEGINNING for the tie at MC 81 on the meander line of the northerly boundary of the Antoine Leroux Grant, a 2008 USBLM aluminum cap monument found, thence; S 75°08'07" E, 61.24 ft. to a 3/8 in. rebar found, thence; S 36°48'07" W, 147.47 ft. to a 1/2 in. rebar set, thence; S 31°19'15" E, 86.90 ft. to a 1/2 in. rebar set, thence; N 85°45'35" E, 22.63 ft. to a 1/2 in. rebar found, thence; S 12°04'00" W, 99.13 ft. to a 3/8 in. rebar found for the NW corner of this tract and the true POINT AND PLACE OF BEGINNING, thence;

S 83°31'08" E, 267.38 ft. to the NE corner, a 1/2 in. rebar found on the westerly right-of-way of Bull of the Woods Road, thence along said right-of-way;

S 58°51'54" W, 229.53 ft. to the SE corner, a 1/2 in. rebar set, thence leaving said right-of-way;

N 60°18'19" W, 103.51 ft. to the SW corner, a 1/2 in. rebar found, thence;

N 11°58'42" E, 99.76 ft. to the POINT AND PLACE OF BEGINNING.

**Lot 5[Rev], Block F**

A certain tract of land in Taos Ski Valley, Taos County, New Mexico; within the Antoine Leroux Grant; located within projected Section 4, Township 27 North, Range 14 East, NMPM; described as a portion of those lands described in quiet title suit no. 5634-A, filed for record in the Taos County district court, entitled "O.E. Pattison vs. Estella Simpson Randall, et al.," dated 03/17/58 and more particularly described by metes and bounds as follows:

BEGINNING for the tie at MC 81 on the meander line of the northerly boundary of the Antoine Leroux Grant, a 2008 USBLM aluminum cap monument found, thence: S 75°08'07" E, 61.24 ft. to a 3/8 in. rebar found, thence; S 36°48'07" W, 147.47 ft. to a 1/2 in. rebar set, thence; S 31°19'15" E, 86.90 ft. to a 1/2 in. rebar set, thence; N 85°45'35" E, 22.63 ft. to a 1/2 in. rebar found for the NW corner of this tract and the true POINT AND PLACE OF BEGINNING, thence;

S 89°59'44" E, 189.31 ft. to the NE corner, a 3/8 in. rebar found on the westerly right-of-way of Bull of the Woods Road, thence along said right-of-way;

S 23°38'28" E, 138.75 ft. to the SE corner, a 1/2 in. rebar found, thence leaving said right-of-way;

N 83°31'08" W, 267.38 ft. to the SW corner, a 3/8 in. rebar found, thence;

N 12°04'00" E, 99.13 ft. to the POINT AND PLACE OF BEGINNING.

**Lot 8, Block F**

A certain tract of land in Taos Ski Valley, Taos County, New Mexico; within the Antoine Leroux Grant; located within projected Section 4, Township 27 North, Range 14 East, NMPM; described as a portion of those lands described in quiet title suit no. 5634-A, filed for record in the Taos County district court, entitled "O.E. Pattison vs. Estella Simpson Randall, et al.," dated 03/17/58 and more particularly described by metes and bounds as follows:

BEGINNING at the NE corner of this tract, a 3/8 in. rebar found from whence MC 81 on the meander line of the northerly boundary of the Antoine Leroux Grant, a 2008 USBLM aluminum cap monument found, bears N 75°08'07" W, 61.24 ft. distant, thence:

S 36°48'07" W, 147.47 ft. to the SE corner, a 1/2 in. rebar set, thence;

N 31°19'15" W, 97.60 ft. to the SW corner, a point in the centerline of the Rio Hondo stream, from whence a 1/2 in. rebar set as a witness corner bears S 31°19'15" E, 20.00 ft. distant, thence along said centerline the following meander courses:

N 04°02'48" E, 17.07 ft. to a point from whence a 1/2 in. rebar with an aluminum cap stamped "RM 425," set as a reference monument, bears N 75°00'00" E, 22.00 ft. distant, thence;

N 09°07'07" W, 39.28 ft. to a point from whence a 1/2 in. rebar with an aluminum cap stamped "RM 427," set as a reference monument, bears S 75°37'01" E, 30.00 ft. distant, thence;

N 40°26'53" E, 97.85 ft. to the NW corner, a point from whence a 1/2 in. rebar set as a witness corner bears S 40°08'53" E, 20.00 ft. distant, thence leaving said centerline;

S 40°08'53" E, 125.03 ft. to the POINT AND PLACE OF BEGINNING.

**Parcel "1"**

A certain tract of land in Taos Ski Valley, Taos County, New Mexico; within the Antoine Leroux Grant; located within projected Section 4, Township 27 North, Range 14 East, NMPM; described as a portion of those lands described in quiet title suit no. 5634-A, filed for record in the Taos County district court, entitled "O.E. Pattison vs. Estella Simpson Randall, et al," dated 03/17/58 and more particularly described by metes and bounds as follows:

**BEGINNING** at a 3/8 in. rebar found on the westerly boundary of this tract, from whence MC 81 on the meander line of the northerly boundary of the Antoine Leroux Grant, a 2008 USBLM aluminum cap monument found, bears N 75°08'07" W, 61.24 ft. distant, thence;

N 40°08'53" W, 125.03 ft. to the NW corner, a point in the centerline of the Rio Hondo stream, from whence a 1/2 in. rebar set as witness corner bears S 40°08'53" E, 20.00 ft. distant, thence along said centerline the following meander courses;

N 40°26'53" E, 14.72 ft. to a point from whence a 1/2 in. rebar with an aluminum cap stamped "RM 428," set as a reference monument, bears N 65°00'00" E, 30.00 ft. distant, thence;

N 15°12'40" E, 54.04 ft. to a point from whence a 1/2 in. rebar with an aluminum cap stamped "RM 429," set as a reference monument, bears S 60°00'00" E, 22.00 ft. distant, thence;

N 45° 43'00" E, 117.95 ft. to a point from whence a nail found as a reference monument, bears S 23°51'42" E, 20.26 ft. distant, thence leaving said centerline;

S 18°04'36" E, 305.49 ft. to a 1/2 in. rebar found, thence;

N 72°39'49" E, 119.97 ft. to the NE corner, a 1/2 in. rebar found on the westerly right-of-way of Bull of the Woods Road, thence along said right-of-way;

S 18°12'34" E, 23.99 ft. to a 1/2 in. rebar found, thence;

S 71°07'42" W, 63.41 ft. to a 1/2 in. rebar found, thence;

An arc distance of 168.18 ft. along a 74.73 ft. radius curve to the left through a 128°56'46" central angle, the chord of which bears S 06°39'19" W, 134.87 ft. to the SE corner, a 3/8 in. rebar found, thence leaving said right-of-way;

N 89°59'44" W, 189.31 ft. to a 1/2 in. rebar found, thence;

S 85°45'35" W, 22.63 ft. to the SW corner, a 1/2 in. rebar set, thence;

N 31°19'15" W, 86.90 ft. to a 1/2 in. rebar set, thence;

N 36°48'07" E, 147.47 ft. to the POINT AND PLACE OF BEGINNING.

***Tract "A" Open Space***

A certain tract of land in Taos Ski Valley, Taos County, New Mexico; within the Antoine Leroux Grant; located within projected Section 10, Township 27 North, Range 14 East, NMPM; described as a portion of those lands described in quiet title suit no. 5634-A, filed for record in the Taos County district court, entitled "O.E. Pattison vs. Estella Simpson Randall, et al," dated 03/17/58 and more particularly described by metes and bounds as follows:

BEGINNING at the NE corner of this tract, a 1/2 in. rebar found on the westerly right-of-way of Kachina Road, from whence MC 83, a 2008 USBLM aluminum cap monument found on the meander line of the north boundary of the Antoine Leroux Grant, bears N 15°48'46" E, 5142.92 ft. distant, thence along said right-of-way;

S 07°37'46" E, 72.06 ft. to a point from whence a 1/2 in. rebar found as a witness corner bears N 82°22'14" E, 5.00 ft. distant, thence;

An arc distance of 704.59 ft. along a 2016.41 ft. radius curve to the left through a 20°01'15" central angle, the chord of which bears S 17°38'24" E, 701.01 ft. to a point from whence a 1/2 in. rebar found as a witness corner bears N 62°20'59" E, 1.00 ft. distant, thence;

An arc distance of 167.85 ft. along a 160.86 ft. radius curve to the right through a 59°47'12" central angle, the chord of which bears S 02°14'35" W, 160.34 ft. to a 1/2 in. rebar found, thence;

An arc distance of 182.85 ft. along a 197.62 ft. radius curve to the left through a 53°00'48" central angle, the chord of which bears S 05°37'47" W, 176.40 ft. to a point from whence a 1/2 in. rebar found as a witness corner bears N 69°07'23" E, 10.00 ft. distant, thence;

S 20°52'37" E, 259.64 ft. to a 1/2 in rebar found, thence;

An arc distance of 338.82 ft. along a 3566.34 ft. radius curve to the right through a 05°26'36" central angle, the chord of which bears S 18°09'19" E, 338.69 ft. to a point from whence a 1/2 in. rebar found as a witness corner bears N 74°33'59" E, 5.00 ft. distant, thence;

S 15°26'01" E, 222.91 ft. to a 1/2 in. rebar found, thence;

An arc distance of 127.15 ft. along a 311.58 ft. radius curve to the left through a 23°22'52" central angle, the chord of which bears S 27°07'27" E, 126.27 ft. to the SE corner, a 1/2 in. rebar found, thence leaving said right-of-way;

S 84°35'39" W, 119.37 ft. to a 1/2 in. rebar found, thence;

N 39°57'34" W, 211.14 ft. to the SW corner, a 3/8 in. rebar found, thence;

N 05°29'48" W, 124.59 ft. to a 3/8 in. rebar found, thence;

N 06°08'42" W, 126.07 ft. to a 3/8 in. rebar found, thence;  
N 19° 34'00" W, 199.52 ft. to a 3/8 in. rebar found, thence;  
N 26°15'58" W, 223.18 ft. to a 3/8 in. rebar found, thence;  
N 01°39'11" E, 219.77 ft. to a 3/8 in. rebar found, thence;  
S 84°44'42" W, 92.97 ft. to a 3/8 in. rebar found, thence;  
N 25°49'04" W, 132.79 ft. to a 3/8 in. rebar found, thence;  
N 25°49'28" W, 56.33 ft. to a 1/2 in. rebar found, thence;  
N 04°15'43" E, 33.76 ft. to a 3/8 in. rebar found, thence;  
N 09°02'52" W, 40.90 ft. to a 1/2 in. rebar found, thence;  
N 08°59'17" W, 190.38 ft. to a 3/8 in. rebar found, thence;  
N 14°12'23" E, 125.76 ft. to a 3/8 in. rebar found, thence;  
N 01°28'32" E, 200.11 ft. to a 3/8 in. rebar found, thence;  
N 14°50'20" W, 200.14 ft. to the NW corner, a 3/8 in. rebar found, thence;  
N 82°25'29" E, 150.92 ft. to the POINT AND PLACE OF BEGINNING.

This tract contains 8.389 acres, more or less, all as shown on a survey plat entitled "Pattison Trust and Benjamin & Jacqueline Cook," RGSS survey no. L5009 [LLA], by Scott B. Crawl, NMLS no. 12441, dated Sept.-Oct. 2020.



MODRALL SPERLING

L A W Y E R S

Robin E. James  
Tel: 505.280.1405  
robin.james@modrall.com

December 15, 2020

VIA ELECTRONIC MAIL

Susan Baker  
P.O. Box 152  
El Prado, New Mexico 87529-0152  
sbaker@ouraynet.com

Re: Amendment to the Donation Agreement by and between the Village of Taos  
Ski Valley and the Pattison Trust, LLC

Dear Ms. Baker:

Enclosed with this letter please find an Amendment to the current Donation Agreement (the "Agreement") by and between the Village of Taos Ski Valley (the "Village") and the Pattison Trust, LLC ("Donor"). As we discussed, Donor has decided to retain some land that was included in the original Agreement. The parcels described as follows are now removed from the Agreement by this Amendment: (i) North Lake Fork Stream Bank, Tracts Gap, Parcel P1, LFS A and LFS B, Boundary Survey Plat for the Pattison Trust Lake Fork Stream Riparian Areas; and (ii) South Lake Fork Stream Bank, Tracks LFS 5 and LFS 6, Plat of Survey for Lake Fork Greenbelt. Additionally, there has been a slight change to what is referred to as the "Kachina Road Tract." A small sliver is being carved out from this tract. The full legal descriptions for each of the parcels being donated are set forth in the Amendment.

Also enclosed with this letter are the Special Warranty Deeds for the tracts being donated. You will see that there are two deeds, one for the Bull of the Woods tracts, and one for the Kachina Road tract.

You also mentioned wanting a general warranty deed; however, Donor is only willing to provide a special warranty deed for these parcels. As you know, this offers the same warranties as a general warranty deed, but limits the time period for such to when Donor actually owned the land. Donor is not willing to provide warranties prior to retaining ownership of the land; however, as you also know, title work for the property has been completed and the title company is ready to issue a commitment. This should provide the Village with the protections it requires. We can discuss this further as needed.

We hope that the final donation can be considered at the meeting on December 22nd so that we can have the donation formally accepted in this calendar

Modrall Sperling  
Roehl Harris & Sisk P.A.  
  
500 Fourth Street NW  
Suite 1000  
Albuquerque,  
New Mexico 87102  
  
PO Box 2168  
Albuquerque,  
New Mexico 87103-2168  
  
Tel: 505.848.1800  
www.modrall.com

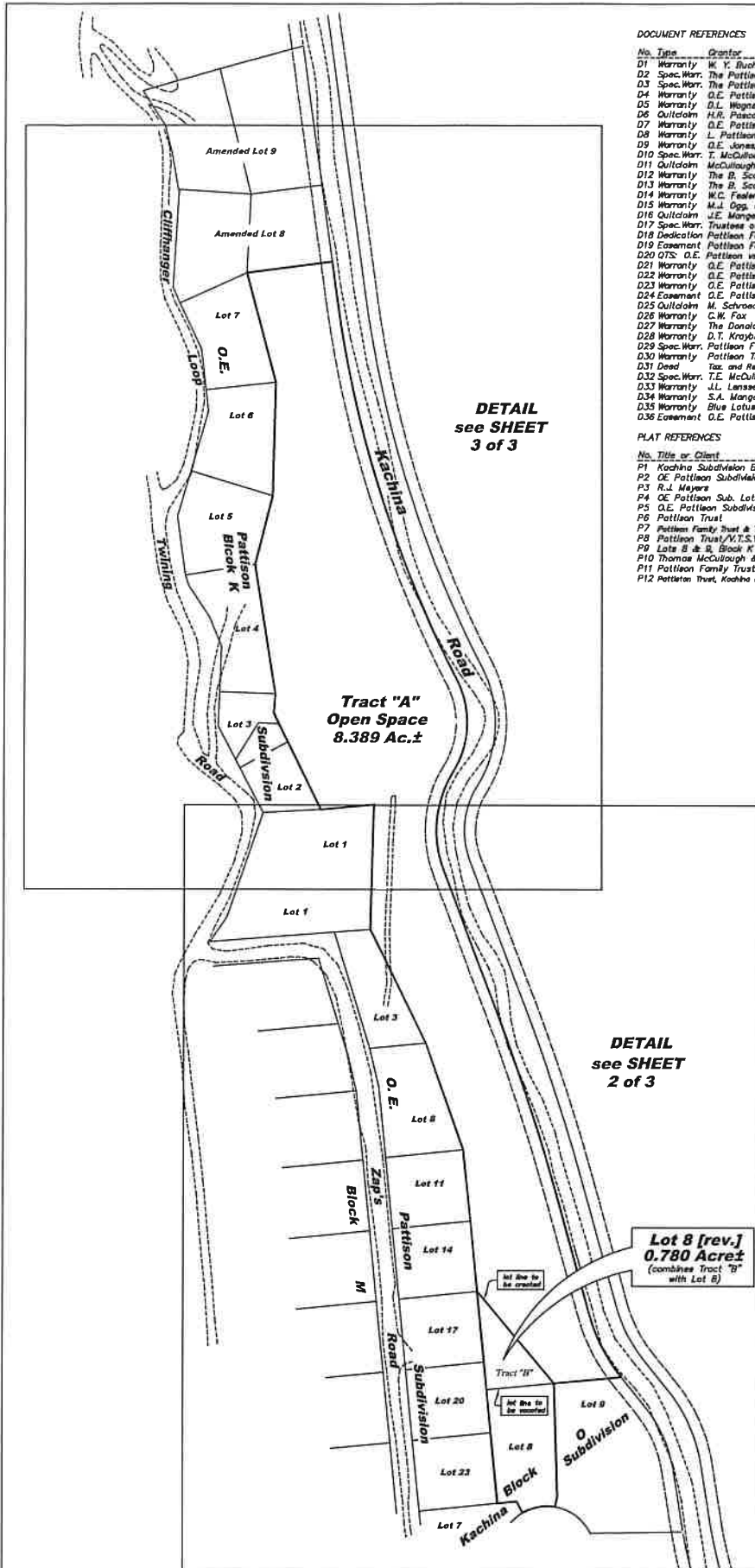
Page 2

year. We will then sign the deeds and provide them to the title company and they can be recorded when your policy is issued.

Please feel free to give me a call if you would like to discuss this further.

Sincerely,

  
Robin E. James



BEARING BASE:  
Bearings of this survey are based on geodetic north  
(NGS 84) as derived from GPS measurement.

#### DOCUMENT REFERENCES

No.	Type	Grantor	Grantee	Date	Book	Page(s)
D1	Warranty	M. Y. Buchanan Jr. Revocable Trust	R. Shortall et ux	11/24/04	467	918-919
D2	Spec. Warr.	The Pattison Family Trust	B.K. Cook, et ux	11/18/05	522	122-124
D3	Spec. Warr.	The Pattison Family Trust	C.W. Fox	02/26/06	536	516-521
D4	Warranty	O.E. Pattison, et al	D.T. Kroychall, et ux	11/01/04	4134	461
D5	Warranty	D.L. Wagner, et al	L.K. Chidder, et ux	11/15/08	A149	225-226
D6	Quitclaim	H.R. Pascoe	R.J. Meyer, et ux	08/14/12	785	219-220
D7	Warranty	O.E. Pattison, et al	L.J. Prichard & B.J. Prichard	06/29/10	A120	285
D8	Warranty	L. Pattison & B.N. Pattison	C. Kishner & L. Harner	02/06/00	A153	616
D9	Warranty	O.E. Jones, et ux	Jones Family Limited Partnership	12/05/94	A222	889-991
D10	Spec. Warr.	T. McCullough, et ux	McCullough Miller Family Trust	06/02/10	718	27
D11	Quitclaim	McCullough Miller Family Trust	T.E. McCullough	08/31/12	784	633-634
D12	Warranty	The B. Scott White Trust	Sky Investments, LLC	12/20/12	795	782-783
D13	Warranty	The B. Scott White Trust	Sky Investments, LLC	12/20/12	795	785
D14	Warranty	M.C. Feiler, et ux	L.C. Dean	03/20/08	M316	633-634
D15	Warranty	M.J. Ogg, et ux	J.L. Larsen	11/05/09	701	89
D16	Quitclaim	J.E. Mangas	S.A. Mangas	02/04/10	708	731
D17	Spec. Warr.	Trustees of the Pattison Family Trust	S. Chinoskey & R. Chong	02/21/06	535	130-135
D18	Dedication	Pattison Family Trust	Village of Taos Ski Valley	09/04/02	M339	175-177
D19	Easement	Pattison Family Trust	Village of Taos Ski Valley	09/06/02	M339	172-174
D20	OTS	O.E. Pattison vs. Estrella Simpson Rondak, et al	Taos County Dist. Court No. 5834-A	03/17/08		
D21	Warranty	O.E. Pattison, et ux	R. Pattison, et al	01/18/87	A103	215-217
D22	Warranty	O.E. Pattison, et ux	R. Pattison, et al	12/10/70	M44	693-695
D23	Warranty	O.E. Pattison, et ux	R. Pattison, et al	03/14/68	A108	367-369
D24	Easement	O.E. Pattison	Kit Carson Electric Cooperative, Inc.	11/30/82	M32	7
D25	Quitclaim	M. Schroeder	D. Schroeder	12/04/97	A244	548-550
D26	Warranty	C.W. Fox	R.J. Bitch	02/24/18	578	548-550
D27	Warranty	The Donald H. Schroeder Trust	Y. Lafuillade, et ux	11/26/19	1034	421-424
D28	Warranty	D.T. Kroychall, et ux	T.J. Vigil	11/17/14	862	225-227
D29	Spec. Warr.	Pattison Family Trust	Pattison Trust, LLC	01/20/14	837	145-160
D30	Warranty	Pattison Trust, LLC	Taos Land and Cattle Company I, LLC	05/20/18	1015	932-953
D31	Deed	Tax and Rev. Dept. of the State of NM	T.L. Cotton	10/25/16	928	386
D32	Spec. Warr.	T.E. McCullough	T.E. McCullough	08/05/13	821	654-656
D33	Warranty	J.L. Larsen	A. Carter Parker Rev. Trust	11/14/19	1033	274-276
D34	Warranty	S.A. Mangas	S.B. Lewis, et ux	02/16/14	636	241-242
D35	Warranty	Blue Lotus Real Estate, LLC	M. Seefeldt, et ux	07/20/15	883	106-110
D36	Easement	O.E. Pattison	Kit Carson Electric Cooperative, Inc.	11/30/82	m.32	61

#### PLAT REFERENCES

No.	Title or Client	Firm	Job no.	Surveyor/Engineer	Reg.	Date	Amended	Cor.
P1	Kachina Subdivision Block O	RTS	980.01 0	Robert A. Witt	11770	02/03/04		E 44-B
P2	O.E. Pattison Subdivision Block M	RTS	1435	Irvin L. Sackett	1435	11/13/87		
P3	R.J. Meyers	RGSS	L2259	James G. Crowl	5211	09/10/80		
P4	O.E. Pattison Sub. Lots 4-10, Blk. K	---	---	Kensin C. Wislow	4369	un-dated		
P5	O.E. Pattison Subdivision	---	---	J.A. Woods	2367	06/1963		B 349
P6	Pattison Trust	AGS	705	A.G. Stewart	11183	04/26/02	03/02/04	E 218
P7	Pattison Family Trust & Taos Holdings, LLC EPLS	AGS	1291.04x	Mark H. Shadburn	17532	01/15/10		E 177B
P8	Pattison Trust/V.T.S.V.	AGS	991	A.G. Stewart	11183	04/29/08		D 182A
P9	Lots 8 & 9, Block K (amended)	RTS	1185	Robert A. Witt	11770	11/16/05		E 85A
P10	Thomas McCullough & Scott White	AGS	612	A.G. Stewart	11183	10/28/08	12/16/08	D 82-A
P11	Pattison Family Trust	RGSS	L4959	Scott B. Crowl	12441	11/11		F 8-A
P12	Pattison Trust, Kachina Road-Open Space	RGSS	L5009	Scott B. Crowl	12441	11/2012	02/03/14	F 23-B



#### LEGEND

1/2 in. rebar set. (unless unless noted)	o NMLS# 12441
1/2 in. rebar end. (unless unless noted)	o NMLS#
computed point	o
2008 USBLM brass cap mon. (if)	o
prior survey line	---
roof overhang	---
now or formerly owned by:	n/i
witness corner	we
"Point and Place of Beginning"	POB
edge of tree line	---
existing gravel road (unless noted)	---
fence	---
buried water line	---
easement boundary (unless noted)	---
reference monument	RM

#### INDEXING INFORMATION FOR COUNTY CLERK

Demise: Pattison Trust and Benjamin & Jacqueline Cook

Township: within projected Section 10, T27N, R14E, N4PM

#### GENERAL INFORMATION

County: Taos Date: Antoina Laroux

Local area: Taos Ski Valley, NM

YORS: n/o

#### PREPARED BY

**Rio Grande Surveying Service**  
212 Kit Carson Road, Taos, New Mexico 87571  
(505) 758-2901

author: SC checker: hsp approved: SC

#### SHEET 1 of 3

LOT LINE ADJUSTMENT BOUNDARY SURVEY PLAT FOR

**Pattison Trust and Benjamin & Jacqueline Cook**

Scale: 1" = 100' [Valid date Sept-Oct. 2020] Job No. L5009 [LJA]

see SHEET 3 of 3

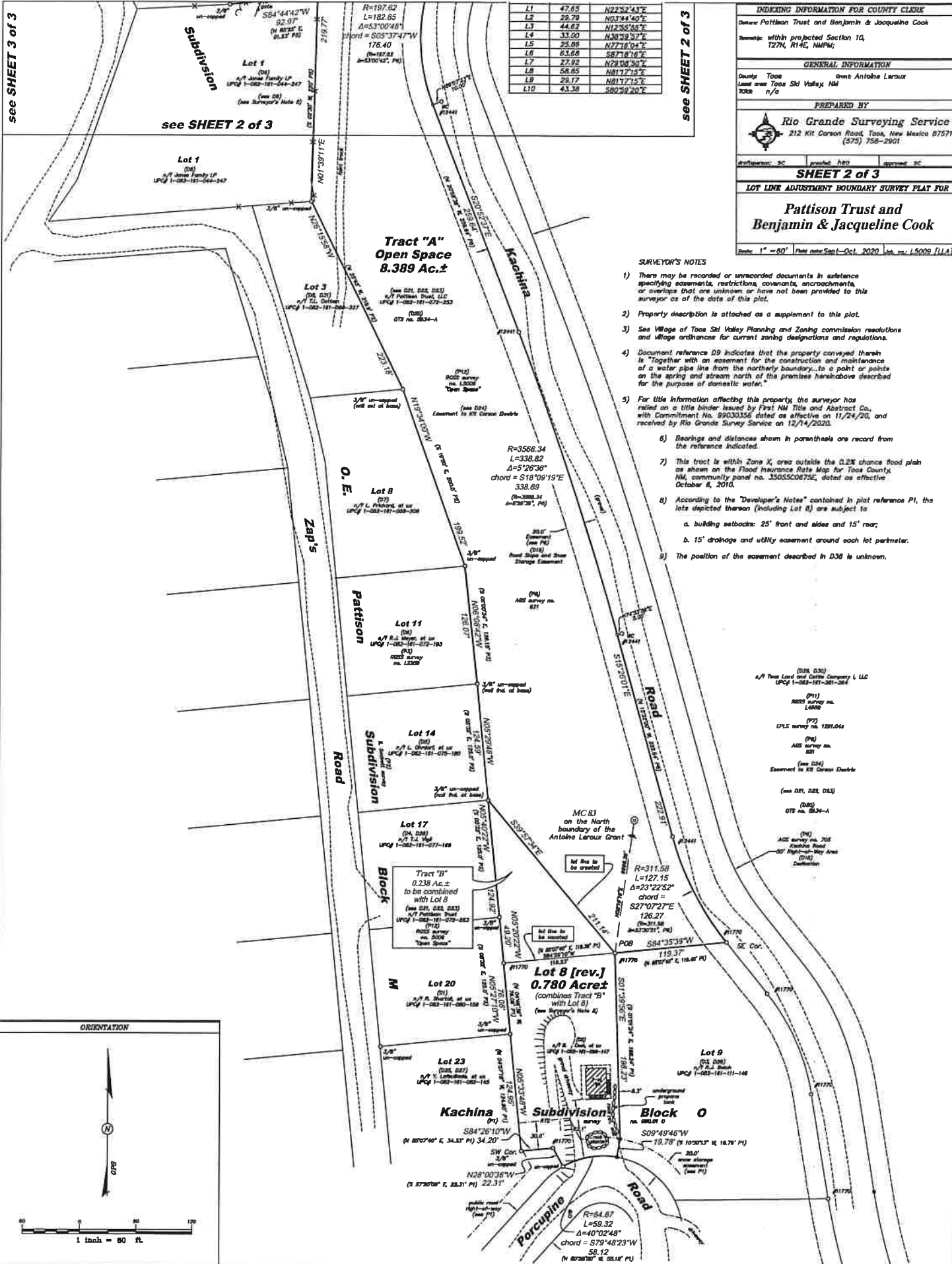
see SHEET 2 of 3

L1	47.65	N22°52'43"E
L2	29.79	N03°44'40"E
L3	44.62	N12°55'55"E
L4	33.00	N30°59'57"E
L5	25.89	N77°16'04"E
L6	63.68	S67°18'16"E
L7	27.99	N79°08'50"E
L8	58.65	N81°17'15"E
L9	29.17	N81°17'15"E
L10	43.38	S80°59'20"E

INDEXING INFORMATION FOR COUNTY CLERK				
Donor: Pattison Trust and Benjamin & Jacqueline Cook				
Remarks: Within projected Section 10, T27N, R14E, N4PM;				
GENERAL INFORMATION				
County: Tooe	Grant: Antioch Laroux			
Land owner: Tooe Shd Valley, NM	TORR: n/a			
PREPARED BY				
Rio Grande Surveying Service				
212 Kit Carson Road, Tooe, New Mexico 87571				
(575) 758-2901				
Drawn: SC	Checked: HGO	Approved: SC		
SHEET 2 of 3				
LOT LINE ADJUSTMENT BOUNDARY SURVEY PLAT FOR				
Pattison Trust and Benjamin & Jacqueline Cook				
Scale: 1" = 60'			Field date: Sep 1 - Oct, 2020	Job no.: 15009 (114)

SURVEYOR'S NOTES

- There may be recorded or unrecorded documents in existence specifying easements, restrictions, covenants, encroachments, or overlaps that are unknown or have not been provided to this surveyor as of the date of this plat.
- Property description is attached as a supplement to this plat.
- See Village of Tooe Shd Valley Planning and Zoning commission resolutions and Village ordinances for current zoning designations and regulations.
- Document reference D9 indicates that the property conveyed therein is "together with an easement for the construction and maintenance of a water pipe line from the northerly boundary...to a point or points on the spring and stream north of the premises hereinabove described for the purpose of domestic water."
- For title information affecting this property, the surveyor has relied on a title binder issued by First NM Title and Abstract Co., with Commitment No. 89030356 dated as effective on 11/24/20, and received by Rio Grande Survey Service on 12/14/2020.
  - Bearings and distances shown in parentheses are record from the reference indicated.
  - This tract is within Zone X, area outside the 0.2% chance flood plain as shown on the Flood Insurance Rate Map for Tooe County, NM, community panel no. 35055C06752, dated as effective October 6, 2010.
  - According to the "Developer's Notes" contained in plat reference P1, the lots depicted thereon (including Lot 8) are subject to:
    - a. building setbacks: 25' front and sides and 15' rear;
    - b. 15' drainage and utility easement around each lot perimeter.
  - The position of the easement described in D36 is unknown.



ORIENTATION



1 inch = 60 ft

# INDEXING INFORMATION FOR COUNTY CLERK

Owner: Pattison Trust and Benjamin & Jacqueline Cook  
 Township: within projected Section 10,  
 127N, R14E, N48M;

## GENERAL INFORMATION

County: Tooe  
 Local name: Tooe Ski Valley, NM  
 NCRS: n/a

## PREPARED BY



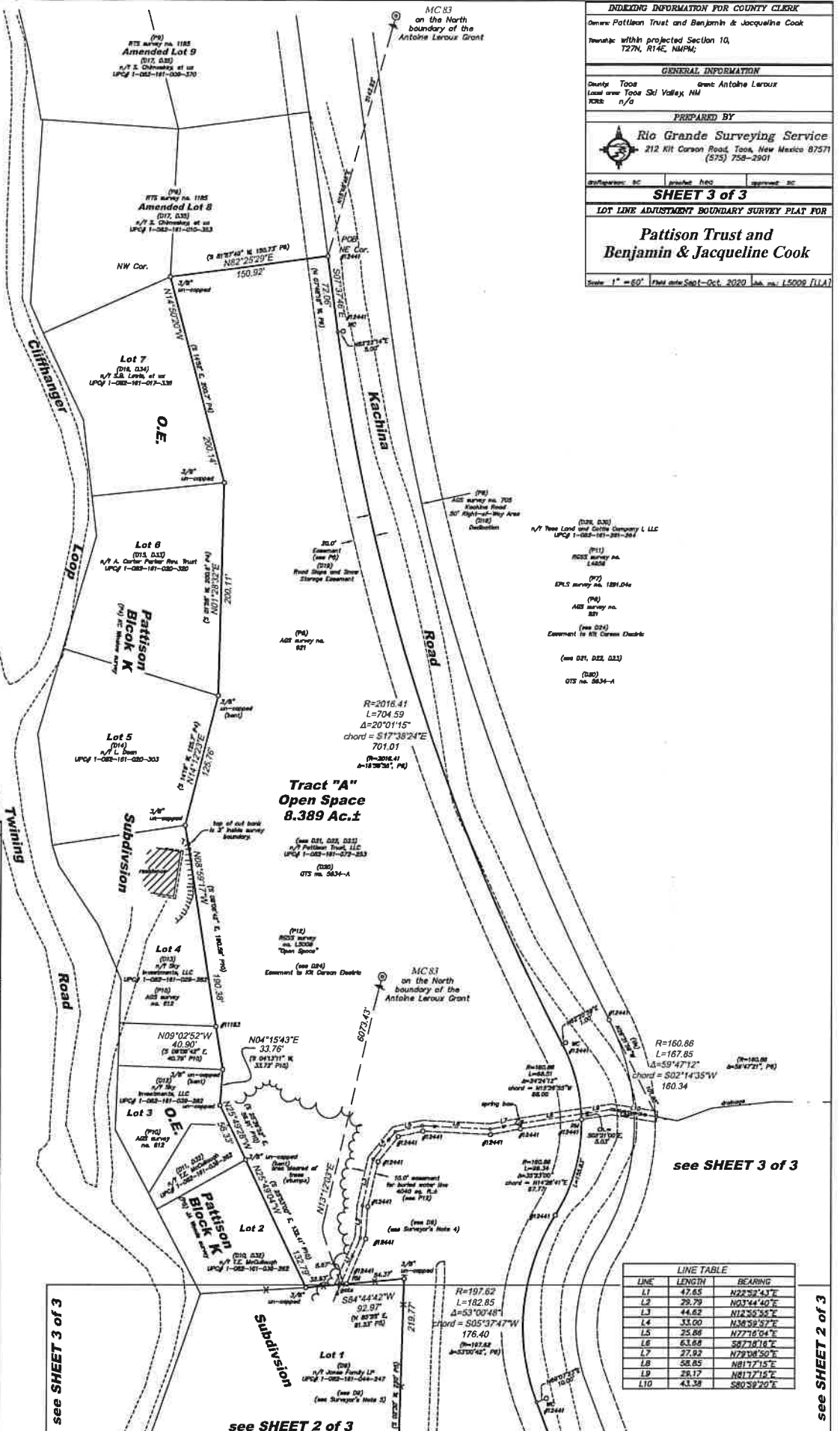
**Rio Grande Surveying Service**  
 212 Kit Carson Road, Tooe, New Mexico 87571  
 (505) 758-2901

## SHEET 3 of 3

LOT LINE ADJUSTMENT BOUNDARY SURVEY PLAT FOR

**Pattison Trust and  
 Benjamin & Jacqueline Cook**

Scale: 1" = 60' Field date: Sept-Oct, 2020 Job no.: L5008 (11A)



# VILLAGE OF TOOE SKI VALLEY APPROVAL

The Village of Tooe Ski Valley Planning and Zoning Department hereby approves this plat for the exemption claimed under Section 47-9-2(N)(7) MMSA 1978, as amended 2013, permitting the adjustment of parcel boundaries where the number of parcels is not increased.

by: Village of Tooe Ski Valley Planning Officer date

## CERTIFICATE

I hereby certify that this plat is a representation of field work performed by me or under my supervision in the field on Sept-Oct, 2020 and conforms to the Minimum Standards for Surveying as adopted by the New Mexico Board of Licensure for Professional Engineers and Professional Surveyors.

Scott B. Crowl  
 NMLS# 12441

## ORIENTATION



1 inch = 60 ft.

see SHEET 3 of 3

see SHEET 2 of 3

LINE	LENGTH	BEARING
L1	47.65	N22°52'43"E
L2	29.79	N03°44'40"E
L3	44.62	N12°55'55"E
L4	33.00	N38°59'57"E
L5	25.86	N77°16'04"E
L6	63.66	S87°18'18"E
L7	27.92	N78°18'50"E
L8	58.85	N81°17'15"E
L9	28.17	N81°17'15"E
L10	43.38	S80°58'29"E

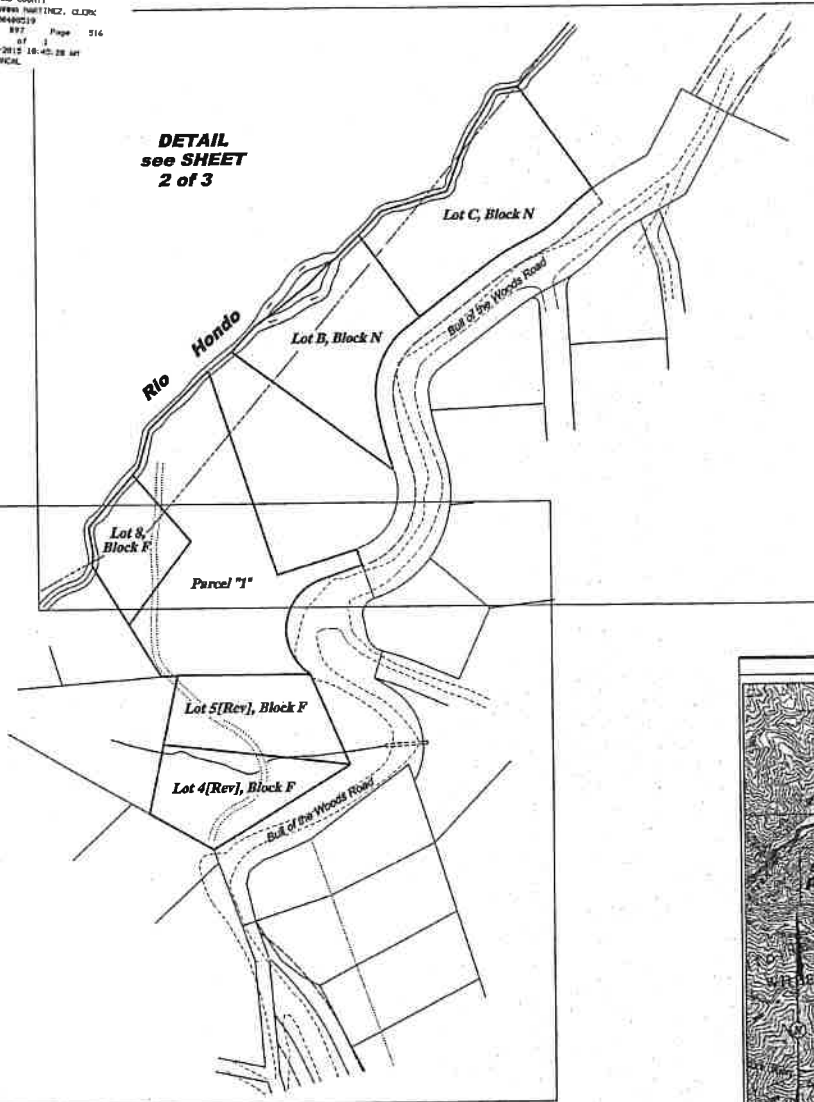
see SHEET 2 of 3



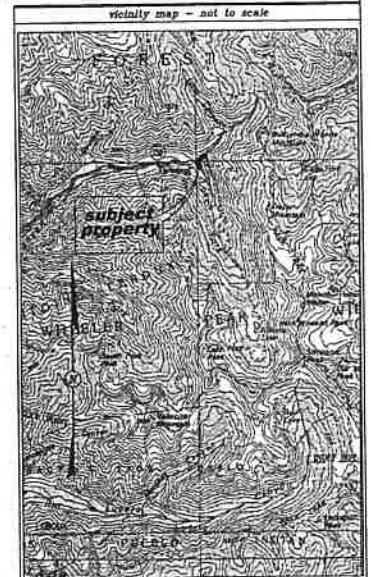
TAOS COUNTY  
1999 PART 12, CLERK  
BOOK 897 Page 516  
12-22-2015 10:45:28 AM  
BY BLVICAL

COUNTY OF TAOS  
STATE OF NEW MEXICO  
I hereby certify that this instrument was filed  
for records on the 23rd day of DEC. A.D.  
2015 at 11:47 o'clock  
and was duly recorded in Cabinet  
page 11-12 of the records of Taos County.  
Witness My Hand and Seal of Office  
Anna Martinez  
County Clerk, Taos County, N.M.  
Deputy

DETAIL  
see SHEET  
2 of 3



DETAIL  
see SHEET  
3 of 3



CERTIFICATE		ORIENTATION	
<p>I hereby certify to Pattison Trust, LLC that this plat is a representation of field work performed by me or under my supervision in the field on 09/24/15 and conforms to the Minimum Standards for Surveying as dictated by the New Mexico Board of Professional Surveyors Engineers and Professional Surveyors.</p> <p>Scott B. Crowl NMLS# 12441</p>			
<p>INDEXING INFORMATION FOR COUNTY CLERK</p> <p>Owner: Pattison Trust, LLC</p> <p>Township: within projected Section 4, T24N, R14E, NMPM;</p>			
<p>GENERAL INFORMATION</p> <p>Dwnty: Taos Local: new Taos Ski Valley, NM TDRS: n/a</p>		<p>LEGEND</p> <p>1/2 in. rebar set. - O of NALS point not set. - O of NALS 2008 USBM bronze cap mon. ind. - O of NALS existing road. - --- prior survey line. - --- now or formerly owned by. - n/a witness corner. - pc Trust and Place of Beginning. - RM reference monument. - RM culvert. - --- assessment boundary. - ---</p>	
<p>PREPARED BY</p> <p>Rio Grande Surveying Service 312 Kil Carson Road, Taos, New Mexico 87571 (575) 758-2901</p>		<p>Village of Taos Ski Valley Acceptance</p> <p>MATTHEW POSTER I, Matthew Poster, accept the content and format of this plat and hereby approve it for recordation. Don Schaefer, Planning Officer Village of Taos Ski Valley Planning &amp; Zoning Commission</p>	
<p>SHEET 1 of 3</p> <p>BOUNDARY SURVEY PLAT FOR</p> <p>PATTISON TRUST, LLC Block F - Lot 4[Rev], Lot 5[Rev], &amp; Lot 8; Block N - Lot B &amp; Lot C; Parcel "1"</p>			
<p>not to scale</p> <p>field date: 09/24/2015</p> <p>job. no.: L1053-0C</p>			

#### PLAT REFERENCES

No.	Title or Client	From	Job. no.	Surveyor/Engineer	Reg.	Date	Amended	Filed
P1	O.E. Pattison Subdivision	RGSS	L4457	Scott B. Crowl	12441	06/03	06/06/03	B. 490 (Vol. 4, p. 59)
P2	Outcrops to Downcreek	RGSS	---	Kenneth C. Whislow	4369	01/29/00	03/05/02	---
P3	Block F, Lots 4-7 O.E. Pattison Sub-	RGSS	---	James D. Crowl	5213	01/11/89	04/19/89	---
P4	Roy and Donny G. Murray	RGSS	77-1048	James D. Crowl	5213	05/19/77	---	---
P5	Joan Meyer	RGSS	77-1053	A.G. Stewart	11183	08/29/02	---	A. 918
P6	Pattison Trust/V.T.S.V.	AGS	821	A.G. Stewart	11183	08/19/05	---	D. 182A
P7	Pattison Trust	AGS	292/295	Scott B. Crowl	12441	Nov. 2011	---	C. 181A
P8	Pattison Family Trust	RGSS	14859	Mark W. Shadburn	17532	01/15/10	---	F. 8-A
P9	Pattison Family Trust & Taos Holdings, LLC/EPLS	RGSS	1291.04	Mark W. Shadburn	17532	06/02/10	---	E. 177B
P10	Exhibit Map/Village of Taos Ski Valley EPS	EPSS	1291.09	Mark W. Shadburn	11183	11/02/04	---	---
P11	Pattison Family Trust	AGS	294	A.G. Stewart	5213	09/14/78	---	D. 25B
P12	O.E. Pattison Subdivision Block "A"	RGSS	20	James D. Crowl	5213	09/72	12/21/72	---
P13	Dual Pattison	RGSS	78-1389a	James D. Crowl	5213	09/14/78	---	---
P14	Amended Final Right of Way	GFW	28555	Kim C. Sletzer	7482	11/19/93	---	149A
P15	Antelope Laroux Grant, Dependent Recurvey	USDI	---	Robert A. Coates	---	08/25/10	---	USBLM

#### DEED REFERENCES

No.	Type	Grantor	Grantee	Date	Sp. No.	Page(s)
D1	Warranty	J.S. Hale	Taos Ski Valley, Inc.	09/17/15	868	730-732
D2	Warranty	J.M. Mayer	S. Meyer	11/23/03	A218	205-206
D3	Warranty	W. Boerschuck	K.A. Kiehl	06/11/08	651	197-199
D4	Easement	Pattison Trust	Kil Carson Electric Cooperative, Inc.	02/22/93	M157	589-590
D5	Quitclaim	A.R. Vorenberg, et ux	A.R. Vorenberg & Vorenberg Rev. Trust	01/15/14	836	145-160
D6	Spec. War.	Pattison Family Trust	Village of Taos Ski Valley	07/07/98	A247	941-945
D7	Spec. War.	Twinning Water & Sanitation District	United States of America	07/20/01	M81	895-907
D8	Easement	B. Pattison, et al	United States of America	03/11/57	M37	429
D9	R/W Deed	O.E. Pattison	et al: Taos County Dist. Court No. 5834-A	dated 03/17/98	---	---
D10	QTS	O.E. Pattison vs. Erletha Simpson Randall,	et al	01/19/67	A103	215-216
D11	Warranty	O.E. Pattison, et ux	R. Pattison, et al	12/10/70	M44	683-685
D12	Warranty	O.E. Pattison, et ux	R. Pattison, et al	03/14/80	A108	367-369
D13	Warranty	O.E. Pattison, et ux	Twinning Water & Sanitation District	02/19/97	A239	91-93
D14	Spec. War.	Pattison Family Trusts	Mountain States Telephone & Telegraph Co.	02/09/78	M85	373
D15	Easement	B. Pattison, et al	et al	06/15/78	A140	343
D16	Warranty	J.A. Terrell	Twinning Water & Sanitation District	02/13/97	A238	982-984
D17	Deed	Pattison Family Trusts	Twinning Water & Sanitation District	08/16/89	M131	421-424
D18	Easement	The Pattison Trust	Twinning Water & Sanitation District	02/19/97	A239	201-20
D19	Spec. War.	Pattison Family Trusts	Twinning Water & Sanitation District	02/19/97	A239	82-86
D20	Spec. War.	Pattison Family Trusts	Twinning Water & Sanitation District	02/19/97	A239	82-86

# CARSON NATIONAL FOREST

LINE	LENGTH	BEARING
L1	17.07'	S89°32'44"E
L2	22.00'	N75°30'00"E
L3	39.28'	S69°32'37"W
L4	50.00'	S78°37'07"W
L5	14.72'	N46°26'53"E
L6	34.04'	N01°32'40"E
L7	22.80'	S60°30'00"E
L8	20.28'	S27°31'54"E
L9	52.00'	N51°24'20"E
L10	52.00'	N51°24'20"E
L11	51.15'	N42°41'15"E
L12	54.79'	N51°53'32"E
L13	40.07'	N44°29'41"E
L14	15.00'	N55°30'00"E
L15	45.29'	N55°31'15"E
L16	14.84'	S37°54'37"E
L17	25.00'	S55°30'00"E
L18	100.82'	N73°41'11"E
L19	50.00'	S30°30'00"E
L20	26.52'	N27°18'31"E
L21	37.00'	N70°30'00"E
L22	20.00'	N17°53'11"E
L23	20.00'	S40°30'00"E
L24	32.45'	N72°44'47"E
L25	22.44'	S52°50'47"W
L26	25.00'	S47°22'46"W
L27	17.00'	S10°29'24"E

OUTSIDE DLS PG  
(S48°N 01°E PG)

Lot C, Block N  
1.094 Ac.±

Lot B, Block N  
0.906 Ac.±

Block N, O.E. Pattison Subdivision

Parcel "1"  
1.470 Ac.±

Lot 8, Block F  
0.381 Ac.±

**INDEXING INFORMATION FOR COUNTY CLERK**

Owner: Pattison Trust, LLC  
 Township: within projected Section 4,  
 T27N, R14E, N48W;

**GENERAL INFORMATION**

County: Teton SD Valley, NM  
 Land area: 10.00 ac.  
 10/00

**PREPARED BY**

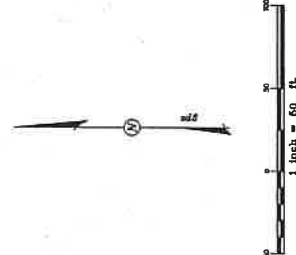
**Rio Grande Surveying Service**  
 212 N. Carson Road, Suite 100, Santa Fe, NM 87501  
 (505) 756-1201

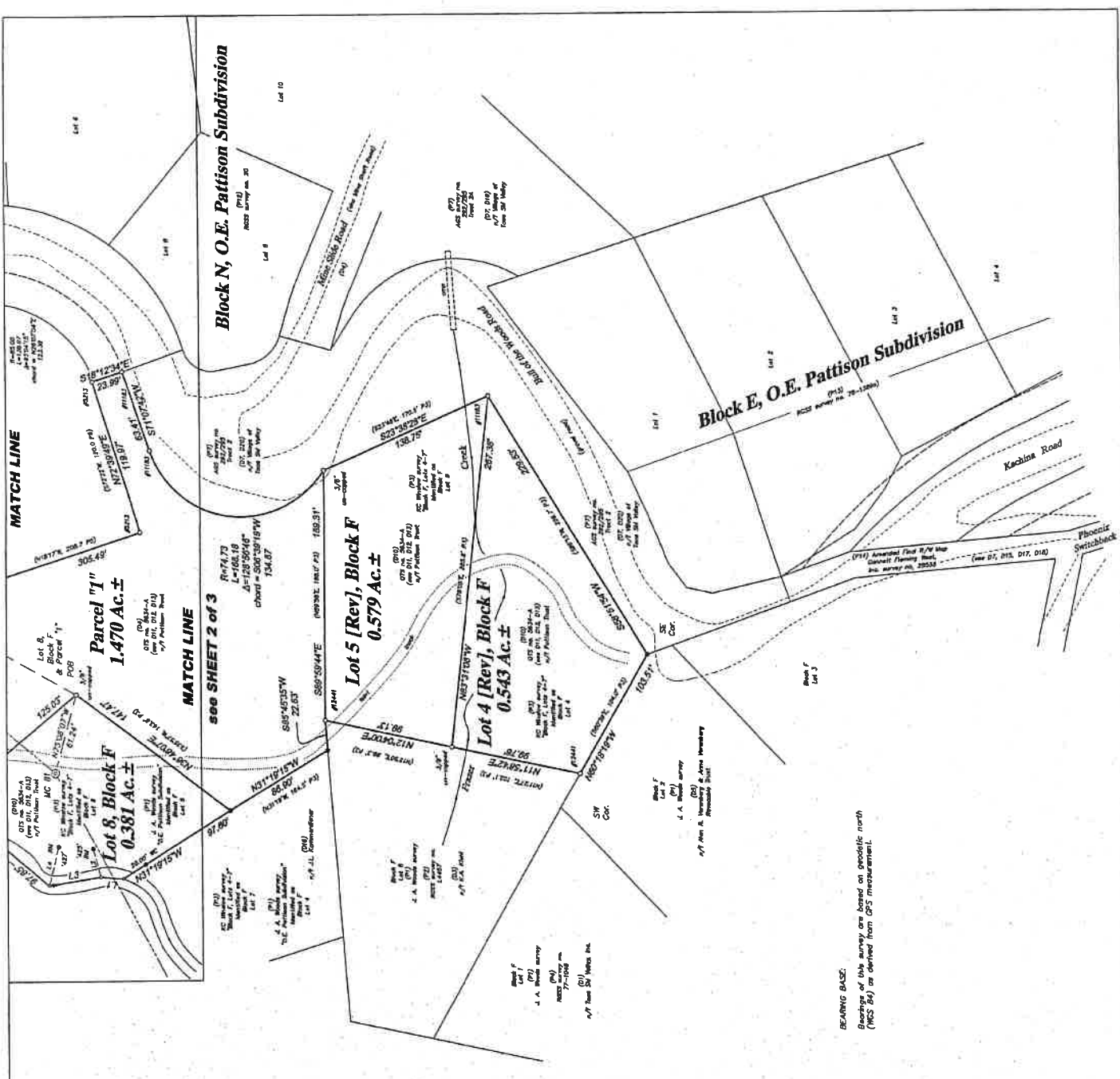
**SHEET 2 of 3**

**BOUNDARY SURVEY PLAN FOR**

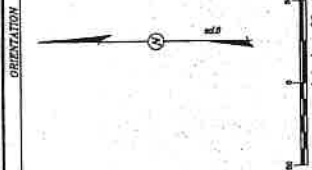
**PATTISON TRUST, LLC**  
 Block F - Lot 4[Rev],  
 Lot 5[Rev], & Lot 8;  
 Block N - Lot B & Lot C;  
 Parcel "1"

Scale: 1" = 50' Date: 09/24/2015 Job: L1053-BC





BEARING BASE:  
 Bearings of this survey are based on geodetic north  
 (NAD 83) as derived from GPS measurement.



- SURVEYOR'S NOTES**
- 1) There may be recorded or unrecorded documents in existence specifying easements, restrictions, covenants, encroachments, or other interests in the land which have not been provided to this surveyor as of the date of this plat.
  - 2) Property descriptions are attached as an supplement to this plat.
  - 3) This tract is within Zone X, area outside the 100-year flood plain, as shown on the Flood Insurance Rate Map for Texas County, Oklahoma, dated October 6, 2010.
  - 4) See Maps of Texas Soil Survey Planning and Zoning commission regulations and adopt ordinances for current zoning designations and regulations.
  - 5) Bearings and distances shown in parentheses are record from the reference indicated.
  - 6) This plat represents a boundary survey of an existing tract of land, and is not a subdivision survey as defined by the Texas County Subdivision Regulations, Ordinance 2005-8.

<b>INDEXING INFORMATION FOR COUNTY CLERK</b>	
Owner: Pattison Trust, LLC	
Tract: within projected Section 4, T27N, R14E, N40N	
<b>GENERAL INFORMATION</b>	
County: Texas	Survey: Antelope Valley
Land Area: 2000 Sq. Valley, Md	
Notes: 1/3	
<b>PREPARED BY</b>	
Rio Grande Surveying Service 212 N. Carson Road, Suite 100, New Mexico 87571 (505) 758-3900	
Examiner: JC	Approved: JC
<b>SHEET 3 of 3</b>	
<b>BOUNDARY SURVEY PLAT FOR</b>	
PATTISON TRUST, LLC	
Block F - Lot 4[Rev],	
Lot 5[Rev], & Lot 8;	
Block N - Lot B & Lot C;	
Parcel "1"	

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

---

**AGENDA ITEM TITLE:** Consideration to Approve Resolution No. 2021-462 to Accept Donation of Pattison Trust Real Property

**DATE:** December 22, 2020

**PRESENTED BY:** Susan Baker

**STATUS OF AGENDA ITEM:** Old Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended, as the Pattison Trust would like to finalize donation of the subject property by December 31, 2020 for tax deductions.

**BACKGROUND INFORMATION:** The Resolution is related to the previous agenda item regarding Amendment to the June 2020 Pattison Donation Agreement. The Pattison Trust has recently sold a portion of the original property to third parties, so that the size of its donation to the Village has been reduced.

The Pattison Trust has informed the Village that in order to move forward with the donation, it wishes to obtain title insurance and to schedule a formal “closing” with a Title Company by the end of this year. According to the Trust, the Title Company requires a Resolution from the Village to complete the transaction. The Donation Agreement requires that the Village accept the subject property “as is,” with any and all liabilities.

**STAFF RECOMMENDATION:** If Council has approved Amendment to the June 2020 Pattison Donation Agreement (with acceptance of the revised donation of Pattison Trust property), the Trust requires a formal Resolution to move forward with closing the transaction.

Council should adopt the Resolution, if it wishes to accept the revised donation.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2022-462**

**A RESOLUTION OF THE VILLAGE OF TAOS SKI VALLEY TO  
ACCEPT DONATION OF PATTISON TRUST REAL PROPERTY**

**WHEREAS**, the Pattison Trust has offered to donate certain real property located within the Village of Taos Ski Valley to be held in perpetuity; and

**WHEREAS**, the Village Council finds that acceptance of this donation benefits the Village and is appropriate.

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

1. The Village hereby accepts donation by special warranty deed of real property from the Pattison Trust, as set forth in Exhibits A and B attached hereto.

**Adopted by vote of the Village Council this 22<sup>nd</sup> day of December, 2020.**

---

**Mayor Christof Brownell**

**Attest:**

---

**Ann Marie Wooldridge, Village Clerk**

## **SPECIAL WARRANTY DEED**

Pattison Trust, LLC, a New Mexico limited liability company ("Grantor), for good and valuable consideration, hereby grants unto the Village of Taos Ski Valley, a New Mexico municipality ("Grantee"), whose address is P.O. Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525, the real property in Taos County, New Mexico more particularly described in **Schedule 1** attached hereto and incorporated herein by reference (the "Property"), with special warranty covenants,

SUBJECT, HOWEVER, TO taxes for the year 2020 and subsequent years; and the matters set forth in **Schedule 2** attached hereto and incorporated herein by reference,

And provided further, as a material part of the consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property in its current condition "AS IS", "WHERE IS" AND "WITH ALL FAULTS" with any and all latent and patent defects, whatever that condition may be, and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and agrees that Grantor makes no representation, warranty, covenant, agreement, statement, or other assertion regarding the condition of the Property, but is relying on Grantee's examination of the Property and Grantee hereby assumes the full risk of loss, damage, injury, expense, or liability whatsoever relating to the condition of the Property and is hereby waiving any such claims. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties, except for the limited warranties of title set forth in this deed. Grantee further acknowledges and agrees that Grantee is familiar with the Property and has inspected the physical condition of the Property, and the feasibility, utility, and marketability of the Property for any purpose. Grantee further acknowledges that Grantor has made no representation or warranty, express or implied, regarding any release or the presence of any hazardous materials, waste, or other similar substance upon, within, or under the surface of the Property. Grantee further assumes all risk of loss, damage, expense, or liability whatsoever in connection with any and all claims and defenses of tenants or other occupants in possession of the Property or otherwise, from the date hereof, and Grantor shall not be liable for any lack of repair, maintenance or improvements to the Property.

***Remainder of Page Intentionally Left Blank  
Signature Pages to follow***

WITNESS OUR hands this \_\_\_\_\_, 2020.

PATTISON TRUST, LLC, a New Mexico  
limited liability company

By: \_\_\_\_\_  
Roger Cecil Pattison, Manager

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Roger Cecil  
Pattison as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
Orville Hoyt Pattison, Manager

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Orville Hoyt Pattison as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
Jon Nels Pattison, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Jon Nels Pattison as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
John Cree Duncan, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by John Cree Duncan as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
Sherri Pattison Qualls, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Sherri  
Pattison Qualls as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Grantee:

The Village of Taos Ski Valley,  
a New Mexico municipality

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by  
\_\_\_\_\_ as \_\_\_\_\_ of the Village of Taos Ski Valley, a  
New Mexico municipality.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Schedule 1  
to  
Special Warranty Deed  
(Legal Description)

**Lot 4[Rev], Block F**

A certain tract of land in Taos Ski Valley, Taos County, New Mexico; within the Antoine Leroux Grant; located within projected Section 4, Township 27 North, Range 14 East, NMPM; described as a portion of those lands described in quiet title suit no. 5634-A, filed for record in the Taos County district court, entitled "O.E. Pattison vs. Estella Simpson Randall, et al," dated 03/17/58 and more particularly described by metes and bounds as follows:

BEGINNING for the tie at MC 81 on the meander line of the northerly boundary of the Antoine Leroux Grant, a 2008 USBLM aluminum cap monument found, thence; S 75°08'07" E, 61.24 ft. to a 3/8 in. rebar found, thence; S 36°48'07" W, 147.47 ft. to a 1/2 in. rebar set, thence; S 31°19'15" E, 86.90 ft. to a 1/2 in. rebar set, thence; N 85°45'35" E, 22.63 ft. to a 1/2 in. rebar found, thence; S 12°04'00" W, 99.13 ft. to a 3/8 in. rebar found for the NW corner of this tract and the true POINT AND PLACE OF BEGINNING, thence;

S 83°31'08" E, 267.38 ft. to the NE corner, a 1/2 in. rebar found on the westerly right-of-way of Bull of the Woods Road, thence along said right-of-way;  
S 58°51'54" W, 229.53 ft. to the SE corner, a 1/2 in. rebar set, thence leaving said right-of-way;  
N 60°18'19" W, 103.51 ft. to the SW corner, a 1/2 in. rebar found, thence;  
N 11°58'42" E, 99.76 ft. to the POINT AND PLACE OF BEGINNING.

**Lot 5[Rev], Block F**

A certain tract of land in Taos Ski Valley, Taos County, New Mexico; within the Antoine Leroux Grant; located within projected Section 4, Township 27 North, Range 14 East, NMPM; described as a portion of those lands described in quiet title suit no. 5634-A, filed for record in the Taos County district court, entitled "O.E. Pattison vs. Estella Simpson Randall, et al.," dated 03/17/58 and more particularly described by metes and bounds as follows:

BEGINNING for the tie at MC 81 on the meander line of the northerly boundary of the Antoine Leroux Grant, a 2008 USBLM aluminum cap monument found, thence; S 75°08'07" E, 61.24 ft. to a 3/8 in. rebar found, thence; S 36°48'07" W, 147.47 ft. to a 1/2 in. rebar set, thence; S 31°19'15" E, 86.90 ft. to a 1/2 in. rebar set, thence; N 85°45'35" E, 22.63 ft. to a 1/2 in. rebar found for the NW corner of this tract and the true POINT AND PLACE OF BEGINNING, thence;

S 89°59'44" E, 189.31 ft. to the NE corner, a 3/8 in. rebar found on the westerly right-of-way of Bull of the Woods Road, thence along said right-of-way;

S 23°38'28" E, 138.75 ft. to the SE corner, a 1/2 in. rebar found, thence leaving said right-of-way;

N 83°31'08" W, 267.38 ft. to the SW corner, a 3/8 in. rebar found, thence;

N 12°04'00" E, 99.13 ft. to the POINT AND PLACE OF BEGINNING.

**Lot 8, Block F**

A certain tract of land in Taos Ski Valley, Taos County, New Mexico, within the Antoine Leroux Grant; located within projected Section 4, Township 27 North, Range 14 East, NMPM; described as a portion of those lands described in quiet title suit no. 5634-A, filed for record in the Taos County district court, entitled "O.E. Pattison vs. Estella Simpson Randall, et al." dated 03/17/58 and more particularly described by metes and bounds as follows:

**BEGINNING** at the NE corner of this tract, a 3/8 in. rebar found from whence MC 81 on the meander line of the northerly boundary of the Antoine Leroux Grant, a 2008 USBLM aluminum cap monument found, bears N 75°08'07" W, 61.24 ft. distant, thence:

S 36°48'07" W, 147.47 ft. to the SE corner, a 1/2 in. rebar set, thence;

N 31°19'15" W, 97.60 ft. to the SW corner, a point in the centerline of the Rio Hondo stream, from whence a 1/2 in. rebar set as a witness corner bears S 31°19'15" E, 20.00 ft. distant, thence along said centerline the following meander courses:

N 04°02'48" E, 17.07 ft. to a point from whence a 1/2 in. rebar with an aluminum cap stamped "RM 425," set as a reference monument, bears N 75°00'00" E, 22.00 ft. distant, thence;

N 09°07'07" W, 39.28 ft. to a point from whence a 1/2 in. rebar with an aluminum cap stamped "RM 427," set as a reference monument, bears S 75°37'01" E, 30.00 ft. distant, thence;

N 40°26'53" E, 97.85 ft. to the NW corner, a point from whence a 1/2 in. rebar set as a witness corner bears S 40°08'53" E, 20.00 ft. distant, thence leaving said centerline;

S 40°08'53" E, 125.03 ft. to the **POINT AND PLACE OF BEGINNING.**

**Parcel "1"**

A certain tract of land in Taos Ski Valley, Taos County, New Mexico; within the Antoine Leroux Grant; located within projected Section 4, Township 27 North, Range 14 East, NMPM; described as a portion of those lands described in quiet title suit no. 5634-A, filed for record in the Taos County district court, entitled "O.E. Pattison vs. Estella Simpson Randall, et al," dated 03/17/58 and more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 in. rebar found on the westerly boundary of this tract, from whence MC 81 on the meander line of the northerly boundary of the Antoine Leroux Grant, a 2008 USBLM aluminum cap monument found, bears N 75°08'07" W, 61.24 ft. distant, thence;

N 40°08'53" W, 125.03 ft. to the NW corner, a point in the centerline of the Rio Hondo stream, from whence a 1/2 in. rebar set as witness corner bears S 40°08'53" E, 20.00 ft. distant, thence along said centerline the following meander courses;

N 40°26'53" E, 14.72 ft. to a point from whence a 1/2 in. rebar with an aluminum cap stamped "RM 428," set as a reference monument, bears N 65°00'00" E, 30.00 ft. distant, thence;

N 15°12'40" E, 54.04 ft. to a point from whence a 1/2 in. rebar with an aluminum cap stamped "RM 429," set as a reference monument, bears S 60°00'00" E, 22.00 ft. distant, thence;

N 45° 43'00" E, 117.95 ft. to a point from whence a nail found as a reference monument, bears S 23°51'42" E, 20.26 ft. distant, thence leaving said centerline;

S 18°04'36" E, 305.49 ft. to a 1/2 in. rebar found, thence;

N 72°39'49" E, 119.97 ft. to the NE corner, a 1/2 in. rebar found on the westerly right-of-way of Bull of the Woods Road, thence along said right-of-way;

S 18°12'34" E, 23.99 ft. to a 1/2 in. rebar found, thence;

S 71°07'42" W, 63.41 ft. to a 1/2 in. rebar found, thence;

An arc distance of 168.18 ft. along a 74.73 ft. radius curve to the left through a 128°56'46" central angle, the chord of which bears S 06°39'19" W, 134.87 ft. to the SE corner, a 3/8 in. rebar found, thence leaving said right-of-way;

N 89°59'44" W, 189.31 ft. to a 1/2 in. rebar found, thence;

S 85°45'35" W, 22.63 ft. to the SW corner, a 1/2 in. rebar set, thence;

N 31°19'15" W, 86.90 ft. to a 1/2 in. rebar set, thence;

N 36°48'07" E, 147.47 ft. to the POINT AND PLACE OF BEGINNING.

Schedule 2  
to  
Special Warranty Deed  
(Permitted Exceptions)

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Water rights, claims or Title to water.
6. Reservations as contained in Patent from the United States of America to the Antonie Leroux Grant, dated February 1, 1955 and filed for record in Book M-25, Page 110.
7. Right of Way Deed dated March 11, 1957 and filed for recorded in Book M-57, page 429.
8. Right of Way Easement dated February 1, 1978 and filed for recorded in Book M-65, pages 373.
9. Easement Deed for Road dated June 1981 and filed for recorded in Book M-81, pages 896-907.
10. Grant of Utility Easement (Easement No. 6) dated August 1989 and filed for recorded in Book M-131, pages 421-424.
11. Right of Way Easement dated November 10, 1962 in favor of Kit Carson Electric Cooperative, Inc., and filed for record in Book M-157, pages 589-590.
12. Faint track, Frasier Creek as approximately shown on Survey Plat entitled, "Pattison Trust, LLC Block F-Lot 4[Rev], Lot 5 [Rev] & Lot 8; Block N- Lot B & Lot C; Parcel 1" dated September 24, 2015 prepared by Rio Grande Surveying Service as Job No. L-1053-BC and filed for record in Cabinet F at page 47-B.
13. Rights and Easements for navigation and fishery, which may exist over that portion of said land lying beneath the waters of Rio Hondo and Frazier Creek.

## **SPECIAL WARRANTY DEED**

Pattison Trust, LLC, a New Mexico limited liability company ("Grantor), for good and valuable consideration, hereby grants unto the Village of Taos Ski Valley, a New Mexico municipality ("Grantee"), whose address is P.O. Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525, the real property in Taos County, New Mexico more particularly described in **Schedule 1** attached hereto and incorporated herein by reference (the "Property"), with special warranty covenants,

SUBJECT, HOWEVER, TO taxes for the year 2020 and subsequent years; and the matters set forth in **Schedule 2** attached hereto and incorporated herein by reference,

And provided further, as a material part of the consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property in its current condition "AS IS", "WHERE IS" AND "WITH ALL FAULTS" with any and all latent and patent defects, whatever that condition may be, and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and agrees that Grantor makes no representation, warranty, covenant, agreement, statement, or other assertion regarding the condition of the Property, but is relying on Grantee's examination of the Property and Grantee hereby assumes the full risk of loss, damage, injury, expense, or liability whatsoever relating to the condition of the Property and is hereby waiving any such claims. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties, except for the limited warranties of title set forth in this deed. Grantee further acknowledges and agrees that Grantee is familiar with the Property and has inspected the physical condition of the Property, and the feasibility, utility, and marketability of the Property for any purpose. Grantee further acknowledges that Grantor has made no representation or warranty, express or implied, regarding any release or the presence of any hazardous materials, waste, or other similar substance upon, within, or under the surface of the Property. Grantee further assumes all risk of loss, damage, expense, or liability whatsoever in connection with any and all claims and defenses of tenants or other occupants in possession of the Property or otherwise, from the date hereof, and Grantor shall not be liable for any lack of repair, maintenance or improvements to the Property.

***Remainder of Page Intentionally Left Blank***  
***Signature Pages to follow***

WITNESS OUR hands this \_\_\_\_\_, 2020.

PATTISON TRUST, LLC, a New Mexico  
limited liability company

By: \_\_\_\_\_  
Roger Cecil Pattison, Manager

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Roger Cecil  
Pattison as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
Orville Hoyt Pattison, Manager

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Orville Hoyt Pattison as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
Jon Nels Pattison, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Jon Nels Pattison as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
John Cree Duncan, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by John Cree Duncan as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PATTISON TRUST, LLC, a New Mexico limited liability company

By: \_\_\_\_\_  
Sherri Pattison Qualls, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Sherri  
Pattison Qualls as Manager of the Pattison Trust, LLC, a New Mexico limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Grantee:

The Village of Taos Ski Valley,  
a New Mexico municipality

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by  
\_\_\_\_\_ as \_\_\_\_\_ of the Village of Taos Ski Valley, a  
New Mexico municipality.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Schedule 1  
to  
Special Warranty Deed

(Legal Description)

***Tract "A" Open Space***

A certain tract of land in Taos Ski Valley, Taos County, New Mexico; within the Antoine Leroux Grant; located within projected Section 10, Township 27 North, Range 14 East, NMPM; described as a portion of those lands described in quiet title suit no. 5634-A, filed for record in the Taos County district court, entitled "O.E. Pattison vs. Estella Simpson Randall, et al," dated 03/17/58 and more particularly described by metes and bounds as follows:

BEGINNING at the NE corner of this tract, a 1/2 in. rebar found on the westerly right-of-way of Kachina Road, from whence MC 83, a 2008 USBLM aluminum cap monument found on the meander line of the north boundary of the Antoine Leroux Grant, bears N 15°48'46" E, 5142.92 ft. distant, thence along said right-of-way;

S 07°37'46" E, 72.06 ft. to a point from whence a 1/2 in. rebar found as a witness corner bears N 82°22'14" E, 5.00 ft. distant, thence;

An arc distance of 704.59 ft. along a 2016.41 ft. radius curve to the left through a 20°01'15" central angle, the chord of which bears S 17°38'24" E, 701.01 ft. to a point from whence a 1/2 in. rebar found as a witness corner bears N 62°20'59" E, 1.00 ft. distant, thence;

An arc distance of 167.85 ft. along a 160.86 ft. radius curve to the right through a 59°47'12" central angle, the chord of which bears S 02°14'35" W, 160.34 ft. to a 1/2 in. rebar found, thence;

An arc distance of 182.85 ft. along a 197.62 ft. radius curve to the left through a 53°00'48" central angle, the chord of which bears S 05°37'47" W, 176.40 ft. to a point from whence a 1/2 in. rebar found as a witness corner bears N 69°07'23" E, 10.00 ft. distant, thence;

S 20°52'37" E, 259.64 ft. to a 1/2 in rebar found, thence;

An arc distance of 338.82 ft. along a 3566.34 ft. radius curve to the right through a 05°26'36" central angle, the chord of which bears S 18°09'19" E, 338.69 ft. to a point from whence a 1/2 in. rebar found as a witness corner bears N 74°33'59" E, 5.00 ft. distant, thence;

S 15°26'01" E, 222.91 ft. to a 1/2 in. rebar found, thence;

An arc distance of 127.15 ft. along a 311.58 ft. radius curve to the left through a 23°22'52" central angle, the chord of which bears S 27°07'27" E, 126.27 ft. to the SE corner, a 1/2 in. rebar found, thence leaving said right-of-way;

S 84°35'39" W, 119.37 ft. to a 1/2 in. rebar found, thence;

N 39°57'34" W, 211.14 ft. to the SW corner, a 3/8 in. rebar found, thence;

N 05°29'48" W, 124.59 ft. to a 3/8 in. rebar found, thence;

N 06°08'42" W, 126.07 ft. to a 3/8 in. rebar found, thence;  
N 19° 34'00" W, 199.52 ft. to a 3/8 in. rebar found, thence;  
N 26°15'58" W, 223.18 ft. to a 3/8 in. rebar found, thence;  
N 01°39'11" E, 219.77 ft. to a 3/8 in. rebar found, thence;  
S 84°44'42" W, 92.97 ft. to a 3/8 in. rebar found, thence;  
N 25°49'04" W, 132.79 ft. to a 3/8 in. rebar found, thence;  
N 25°49'28" W, 56.33 ft. to a 1/2 in. rebar found, thence;  
N 04°15'43" E, 33.76 ft. to a 3/8 in. rebar found, thence;  
N 09°02'52" W, 40.90 ft. to a 1/2 in. rebar found, thence;  
N 08°59'17" W, 190.38 ft. to a 3/8 in. rebar found, thence;  
N 14°12'23" E, 125.76 ft. to a 3/8 in. rebar found, thence;  
N 01°28'32" E, 200.11 ft. to a 3/8 in. rebar found, thence;  
N 14°50'20" W, 200.14 ft. to the NW corner, a 3/8 in. rebar found, thence;  
N 82°25'29" E, 150.92 ft. to the POINT AND PLACE OF BEGINNING.

This tract contains 8.389 acres, more or less, all as shown on a survey plat entitled "Pattison Trust and Benjamin & Jacqueline Cook," RGSS survey no. L5009 [LLA], by Scott B. Crowl, NMLS no. 12441, dated Sept.-Oct. 2020.

Schedule 2  
to  
Special Warranty Deed  
(Permitted Exceptions)

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Water rights, claims or Title to water.
6. Reservations as contained in Patent from the United States of America to the Antonie Leroux Grant, dated February 1, 1955 and filed for record in Book M-25, Page 110.
7. Right of Way Easement dated March 5, 1956 in favor of Kit Carson Electric Cooperative, Inc., and filed for record in Book M-32, page 7.
8. Right of Way Easement dated November 10, 1962 in favor of Kit Carson Electric Cooperative, Inc., and filed for record in Book M-32, page 61.
9. Warranty Deed dated December 1, 1994 and filed for recorded in Book A-222, pages 989-991.
10. Kachina Road Slope and Snow Storage Easement dated August 9, 2002 and filed for recorded in Book M359, pages 172-174.
11. Kachina Road Dedication to Village of Taos Ski Valley dated August 9, 2002 and filed for recorded in Book M-359, pages 175-177.
12. 20.0' easement, road slope and snow storage easement, 10.0' easement for buried water line, faint track, spring box, encroachment of top of cut bank is 2' inside survey boundary as approximately shown on Survey Plat entitled, "Pattison Trust Kachina Road - Open Space" dated Nov. 2012 prepared by Rio Grande Surveying Service as Job #L5009 and filed for record in Cabinet F, page 18-A and in Cabinet F, page 23-B.
13. 20.0' easement, road slope and snow storage easement, 10.0' easement for buried water line, faint track, spring box, encroachment of top of cut bank is 2' inside survey boundary as approximately shown on Lot Line Adjustment Boundary Survey Plat entitled, "Pattison

Trust and Benjamin & Jacqueline Cook dated Sept-Oct. 2020, prepared by Rio Grande Surveying Service as Job #L5009 [LLA] and filed for record in Cabinet F, page

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14. Deviation of Road, Shortage of Area, Right of Way of Kachina Road.

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

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**AGENDA ITEM TITLE:** Consideration to Approve Resolution No. 2021-457 Acceptance and Approval of the FY2020 Audit

**DATE:** December 22, 2020

**PRESENTED BY:** Nancy Grabowski/Southwest Accounting Solutions; Robert Peixotto

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED?:** Not Recommended

**BACKGROUND INFORMATION:** The fiscal year 2020 audit was submitted to the State Auditor's office in October of 2020. The audit has now been approved and finalized by the Office of the State Auditor. Copies of the audit will be distributed to the Mayor and Council (when they arrive, in the meantime go to <http://www.vtsv.org/village-services/finance/financial-reports-2/>) along with the letter from the auditors with a discussion of the financial status of the Village of Taos Ski Valley. A copy of the release letter from the State Auditor is included as Exhibit A. The Village received an unmodified opinion.

**RECOMMENDATION:** Motion to approve Resolution No. 2021-457 to accept and approve the final FY2020 audit.

**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2021-457**

**A RESOLUTION REQUESTING ACCEPTANCE AND APPROVAL OF THE FY2020 FINAL AUDIT**

**WHEREAS**, the Village of Taos Ski Valley is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2020; and,

**WHEREAS**, the Village of Taos Ski Valley has directed the accomplishment of the audit for FY2020 be completed; and,

**WHEREAS**, this audit has been completed and presented to the Village of Taos Ski Valley per the December 10, 2020 Letter from the State Auditor authorizing release of the FY2020 audit; and

**WHEREAS**, NMAC 2.2.2.10 (M) (4) provides in pertinent part that "Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable;" and,

**NOW THEREFORE, BE IT RESOLVED** that the Village of Taos Ski Valley does hereby accept and approve the completed audit report, with one finding as indicated within this document.

**ACCEPTED AND APPROVED** this 22<sup>nd</sup> day of December 2020 in regular session by the Village of Taos Ski Valley Council at Village of Taos Ski Valley, Taos County, New Mexico.

PASSED, ADOPTED, AND APPROVED this 22<sup>nd</sup> day of December 2020.

VOTES: \_\_\_\_ Yes      \_\_\_\_ No

VILLAGE OF TAOS SKI VALLEY, NEW MEXICO

\_\_\_\_\_  
Christof Brownell, Mayor

ATTEST:

\_\_\_\_\_  
Ann M. Wooldridge , Village Clerk



Auditors~Consultants~CPA

October 21, 2020

To The Honorable Mayor and Village Councilors of  
The Village of Taos Ski Valley, New Mexico

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information and the budgetary comparisons of the general fund and major special revenue fund of the Village of Taos Ski Valley, New Mexico (the Village) for the year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 19, 2020. Professional standards also require that we communicate to you the following information related to our audit.

#### Significant Audit Matters

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Management are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the Village during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Village's financial statements were:

Management's estimate of the accumulative depreciation and depreciation expense is based on management's estimated useful lives of capital assets. We evaluated the key factors and assumptions used to develop accumulative depreciation and depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

##### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

##### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Attached to this letter are all misstatements including material misstatements detected as a result of audit procedures and were corrected by management.

##### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

##### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated October 21, 2020.

### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Village's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### Other Matters

We applied certain limited procedures to Schedule I, II, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information (The Schedule of Expenditures of Federal Awards as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Schedule VI), the combining and individual non-major fund financial statements (Statement A-1 and Statement A-2) and Supporting Schedules IV and V, required by Section 2.2.2 NMAC), which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Auditee Corrective Action plan, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

### Restriction on Use

This information is intended solely for the information and use of governance and management of the Village and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

*Southwest Accounting Solutions, LLC*

Southwest Accounting Solutions, LLC

Albuquerque, New Mexico

October 21, 2020

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

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**AGENDA ITEM TITLE:** Consideration to Approve **Resolution No. 2021-458** Authorizing Signing the Grant Agreement for Capital Appropriations Agreement SAP 20-E2240-STB for \$150,000 and Authorizing the Assignment of Signature Authorized Officers

**DATE:** December 22, 2020

**PRESENTED BY:** John Avila

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended

**BACKGROUND INFORMATION:**

At its December 10, 2019 meeting the Council approved Resolution 2020-418, Village Legislative Requests, in which funding for the critical Kachina Water Booster Station was a priority. The request for \$500,000 to fund the planning, design, construction, and equipping of the Kachina Water Booster Station was pursued by Village Administration.

The appropriation was subject to conditions including audit corrections. Having now met those conditions, the Village is awarded the Legislative Capital Appropriations Grant for \$150,000 to be expended starting in 2021.

The authorization **Resolution No. 2021-458** designates Mayor Brownell as agreement signer, Administrator Avila as the Official Representative to sign the other documents needed to fulfill the grant agreement and designated as the Capital Systems Monitoring Contact and authorized for project status reporting.

After the authorizing resolution is approved, the Mayor may sign the agreement and upon approval signature of the NMED Secretary and Budget Adjustment Resolution for the funding, preparation for the Water Booster Station can begin.

**RECOMMENDATION:** Staff recommends approval of **Resolution No. 2021-458** Authorizing Signing the Grant Agreement for Capital Appropriations Agreement SAP 20-E2240-STB for \$150,000 and Authorizing the Assignment of Signature Authorized Officers

**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2021-458**

A RESOLUTION AUTHORIZING SIGNING THE GRANT AGREEMENT FOR CAPITAL APPROPRIATIONS AGREEMENT SAP 20-E2240-STB FOR \$150,000 AND AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S)

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

Whereas, the Agreement is identified as Project Number SAP 20-E2240-STB

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

Mayor Christof Brownell, or successor, is authorized to sign the Grant Agreement for this project, and

John Avila, Village Administrator, or successor, is the OFFICAL REPRESENTATIVE or ALTERNATE OFFICAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and

the requirements (Project Description, Disbursements and

Notice of Obligations (NOO)) and to act as the project contact, and

John Avila, Village Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is authorized to update the CPMS database on a monthly basis.

PASSED, APPROVED, AND ADOPTED:

Christof Brownell, Mayor, the Village of Taos Ski Valley

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(Signature)

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Date

(SEAL)

ATTEST:

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Ann Marie Wooldridge, Municipal Clerk

**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
CAPITAL APPROPRIATION PROJECT  
SC--TAOS SKI VALLEY WATER BOOSTER STATION  
SAP 20-E2240-STB**

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

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 26, Paragraph 141, 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 20-E2240-STB (\$150,000.00) APPROPRIATION REVERSION DATE: June 30, 2024  
Laws of 2020 Chapter 81, Section 26, Paragraph 141, One Hundred Fifty Thousand Dollars (\$150,000.00):**

to plan, design, construct and equip a water booster station for Taos Ski Valley in Taos county

The Grantee's total reimbursements shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) minus the allocation for Art in Public Places<sup>1</sup>, if applicable, No Dollars (\$0.00) which equals One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Adjusted Appropriation Amount").

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<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.

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with Third-Party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third-Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

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

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

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

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

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

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

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

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

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

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

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

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the

Department. It shall terminate on June 30, 2024 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

## **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

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

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

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

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

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

### **D. Corrective Action Plan in the Event of Suspension**

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

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database Reporting**

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

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

**B. Requests for Additional Information/Project Inspection**

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

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

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

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

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

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

**C. Deadlines**

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

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

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

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex,

sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid,

selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Authorization Page

SC--TAOS SKI VALLEY WATER BOOSTER STATION SAP 20-E2240-STB

**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: \$150,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 20-E2240-STB		F. Reversion Amount (if Applicable):	
E. Project Title: SC--TAOS SKI VALLEY WATER BOOSTER STATION		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2024		H. __GF __GOB __STB (attach wire if first draw)	
		I. __Final Request for Payment (if Applicable)	
III. Fiscal Year:			
(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)			
IV. <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			
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 20-E2240-STB

Grant Termination Date: June 30, 2024

As the designated representative of the Department for Grant Agreement number SAP 20-E2240-STB 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: [\_\_\_\_\_]

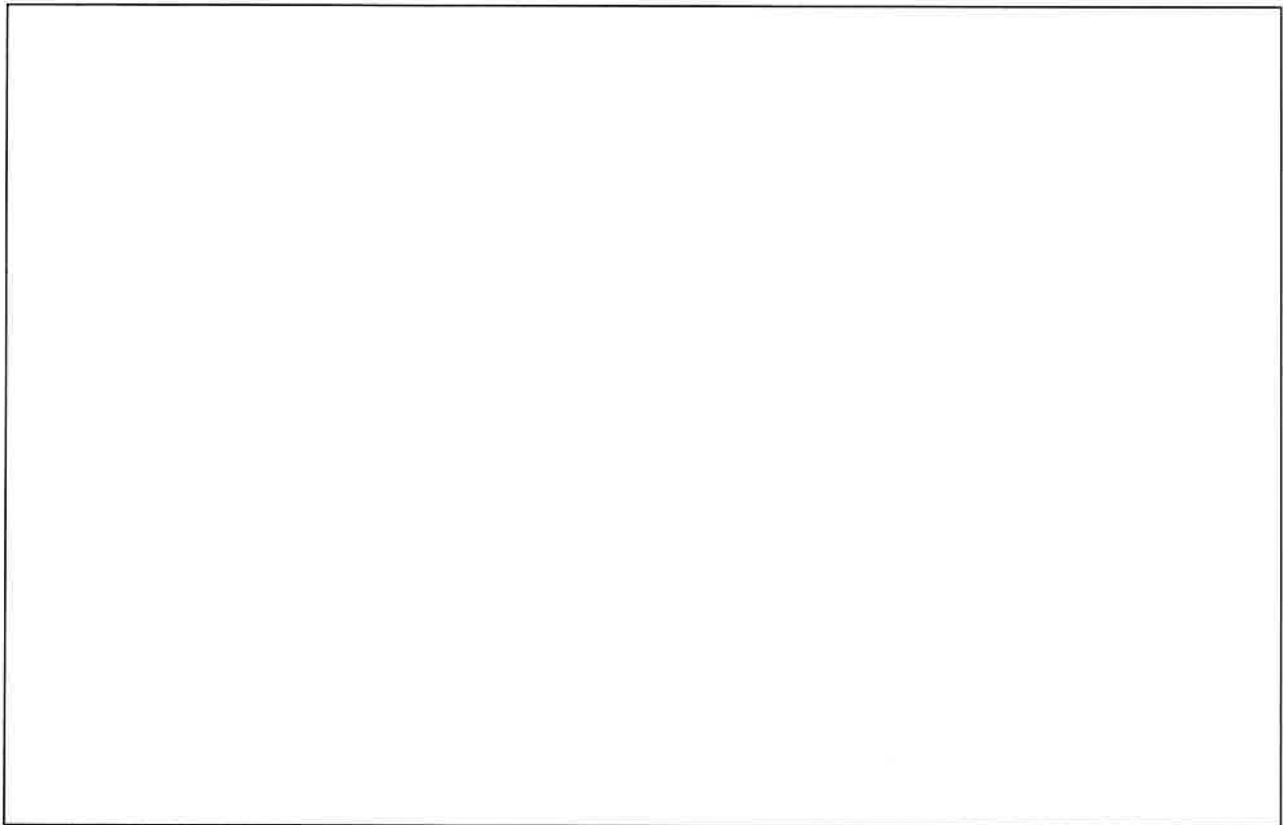
*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

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 ATTACHMENT A**  
**NEW MEXICO ENVIRONMENT DEPARTMENT**  
**CONSTRUCTION PROGRAMS BUREAU**  
**PROJECT DESCRIPTION**

**Name of Grantee:** Village of Taos Ski Valley  
**Project Number:** SAP 20-E2240-STB



<b>X</b>	<b>X</b>
<hr/>	<hr/>
<b>Official Representative/Date</b>	<b>NMED Project Manager Approval/Date</b>

**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 20-E2240-STB  
Grantee Village of Taos Ski Valley

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

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

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

NEW MEXICO ENVIRONMENT DEPARTMENT  
CONSTRUCTION PROGRAMS BUREAU

## NMED ATTACHMENT D DISBURSEMENT REQUEST SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY			C. DISBURSEMENT REQUEST NUMBER			
B. PROJECT NUMBER			D. GRANT AMOUNT			

	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. (ii). 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.

Signature of Authorized Official	Typed or Printed Name:	Phone:	Date:
X			

NMED Attachment E  
New Mexico Environment Department (NMED)  
Capital Appropriations Certification Document  
Article IX. A. (ii) and (iii)  
Project SAP 20-E2240-STB  
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.

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Official Representative, Signed Name, Printed Name, Date

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

**Resolution Number**

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

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

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

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

Authorized Officer Name, Authorized Officer Title, or successor is the OFFICAL REPRESENTATIVES or ALTERNATE OFFICAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact (*may have more than one*), and

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

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

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

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

\_\_\_\_\_  
Date

(SEAL)

**ATTEST:**

\_\_\_\_\_  
(Municipal Clerk)

Name of Grantee: \_\_\_\_\_ Project Number: \_\_\_\_\_

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

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

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

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AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2021-459** Requesting a Permanent Budget Adjustment (BAR) to the Water Reserve Fund (41) FY2021 revenue budget, increasing the grant revenue budget, and accounting for the New Mexico Environmental Department award "DEPARTMENT OF ENVIRONMENT CAPITAL APPROPRIATION PROJECT SC--TAOS SKI VALLEY WATER BOOSTER STATION SAP 20-E2240-STB" in the amount of \$150,000

DATE: December 22, 2020

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 2020-21 budget in July of 2020. At that time, the New Mexico Environment Department (NMED) Capital Appropriation had not been awarded to the Village. A request for funding for the Kachina booster pump station was submitted to the New Mexico Legislature at the 2020 session, after approval by the Council in December 2019 to submit a request for \$500,000. NMED has now awarded the Village \$150,000 in Capital Appropriation for the Kachina Water Booster Pump Station project. It will be accepted by the Mayor and Council by Resolution No. 2021-458 at this December 22, 2020 meeting. There is no match required by the Village. This is a reimbursement grant, meaning the Village expends the funds and is reimbursed for applicable expenses for the project.

According to the Department of Finance and Administration, a grant award must be recognized by a budget adjustment (BAR) as soon as it is accepted. Therefore, a BAR is necessary to acknowledge the award and adjust the Water Reserve fund (41) FY2020-2021 grant revenue budget. There will be no changes to the expenses in the Water Reserve fund as these grant funds will offset expenses already included budget.

<u>FUND</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
Water Reserve (41/29900)	4037/47399 State Grants	\$150,000

RECOMMENDATION: Staff recommends approval of **Resolution No. 2021-459** to amend the budget for FY2021, increasing the water revenue grant budget in the Water Deprecation Fund (41) to account for the awarded NMED grant revenue for the Kachina Water Booster Station Project.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2021-459**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2021 BUDGET (BAR) TO THE WATER RESERVE FUND (41) INCREASING THE GRANT REVENUE BUDGET, AND ACCOUNTING FOR THE GRANT AWARD "DEPARTMENT OF ENVIRONMENT CAPITAL APPROPRIATION PROJECT SC--TAOS SKI VALLEY WATER BOOSTER STATION SAP 20-E2240-STB" IN THE AMOUNT OF \$150,000**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on December 22, 2020 proposes to make an adjustment to the Fiscal 2020-21 budget as follows:

<u>FUND</u>	<u>ACCOUNT/DESCRIPTION</u>	<u>AMOUNT</u>
Water Depreciation (41/29900)	4037/ 47399 Other State Grants	\$150,000.00

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on December 22, 2020, it considered adjustments to its budget for the Fiscal Year 2020-2021; 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 2020-2021.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the governing body of the Village of Taos Ski Valley, State of New Mexico, hereby approves authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2020-2021 be amended accordingly.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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**

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**AGENDA ITEM TITLE:** Consideration to Approve Resolution 2021-460 Concerning Governing Body Meetings and Notice Required

**DATE:** December 22, 2020

**PRESENTED BY:** Ann Marie Wooldridge, Village Clerk

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended

**BACKGROUND INFORMATION:**

The previous Village practice was to have Council meetings on the second Tuesday of the month. The Planning and Zoning Commission meetings, usually in the first week of the month, sometimes get pushed to the second Monday because of holidays and other scheduling reasons, and these meetings were occasionally occurring back-to-back.

Since remote attendance through teleconference is now a regular practice, moving the regular Council meeting to the third Tuesday has advantages, such as a better likelihood of complete financial figures reported by mid-month, and Staff not being pressed to prepare and post for both meetings back-to-back. The spacing would allow for more time planning the work calendar between meetings.

In consideration of a more complete agenda package and to meet the requirements of Notice in state statute, this resolution also formalizes the deadline for submission to the agenda.

**RECOMMENDATION:** A similar Resolution was presented to Council in September 2020 and was adopted, however the schedule for the remainder of 2020 changed to conducting Council meetings on the fourth Tuesday of the month due to previously scheduled commitments. Staff recommends approval of Resolution 2021-460 Concerning Governing Body Meetings and Notice Required for calendar year 2021.

## VILLAGE OF TAOS SKI VALLEY

### RESOLUTION 2021-460

#### A RESOLUTION CONCERNING GOVERNING BODY MEETINGS AND PUBLIC NOTICE REQUIRED

**WHEREAS**, Section 10-15-1(B) of the New Mexico Open Meetings Act, NMSA 1978 as amended, provides that "All meetings of a quorum of Village Council or any board, commission or other policy-making body of any state agency, or any agency or authority of any county, municipality, district or any political subdivision held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority or the delegated authority of such board, commission or other policy-making body, are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution or the provisions of the Open Meetings Act"; and,

**WHEREAS**, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, regulation or formal action occurs shall be held only after reasonable notice to the public; and,

**WHEREAS**, Section 10-15-4, NMSA 1978 provides that "Any person violating any of the provisions of Section 10-15-1, NMSA 1978 is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars (\$500) for each offense"; and,

**WHEREAS**, Section 10-15-1(D) of the Open Meetings Act requires the Village of Taos Ski Valley to determine annually what constitutes reasonable notice of its public meetings;

**NOW, THEREFORE BE IT RESOLVED** by the governing body of the Village of Taos Ski Valley, New Mexico that:

1. All meetings shall be held via teleconference or as indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held each month on the third Tuesday. The agenda will be available at least seventy-two hours prior to the meeting from the Village Clerk whose office is located at 7 Firehouse Road, second floor, Taos Ski Valley, New Mexico. Notice of any other regular meetings will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. Special meetings may be called by the Mayor or a majority of the Village Council upon three (3) days' notice. The notice shall include an agenda for the meeting or information on how Village Council or the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Village of Taos Ski Valley will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the Village Council upon twenty-four (24) hours' notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.
5. In addition to the regular meetings of the Village there are Briefings and Workshop Meetings at which no Council action will be taken, and are held principally as information and study sessions. When these meetings are scheduled Notice will be provided.

6. The notice requirements of Sections 1, 2, 3, 4 and 5 of this Resolution are complied with if the proposed agenda with the meeting date, time and location is posted at the Village's offices at Taos Ski Valley Firehouse, 7 Firehouse Road and outside the Village office in the announcement case, at the Village post office, Box Canyon, and at four other public places within the Village, as provided by Section 3-1-2 NMSA 1978, and on the Village's web site. Revised agendas may be posted up to seventy-two (72) hours prior to the meeting. In addition, written notice of such meetings shall be mailed or hand delivered to federally licensed broadcast stations and newspapers of general circulation which have provided a written request for such notice. To meet these requirements all requests and agenda materials are required to be submitted to the Mayor's Office a week in advance.
7. Notwithstanding any other provisions of Sections 1 through 6 of this Resolution, the Mayor or Village Council may establish such additional notice requirements as may be deemed proper and advisable to comply with the provisions of the Open Meetings Act.
8. If any meeting is closed pursuant to exclusions contained in Section 10-15-1, Subsection H, NMSA 1978, such closed meetings called by the Mayor or Village Council shall not be held until public notice, appropriate under the circumstances, and in compliance with Sections 1 through 6 of this Resolution, has been given. In addition, such notice shall state the exclusion or exclusions in Section 10-15-1, Subsection H, NMSA 1978 of the Open Meetings Act, under which such closed meeting is permitted.

**PASSED, ADOPTED AND APPROVED** this \_\_\_\_\_ day of December 2020

**THE VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
Mayor

Attest:

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

Vote: For \_\_\_\_\_ Against \_\_\_\_\_

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

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**AGENDA ITEM TITLE:** Consideration to Approve Resolution No. 2021-461 Approving the Village of Taos Ski Valley 2021 Legislative Priority Request

**DATE:** December 22, 2020

**PRESENTED BY:** John Avila, Village Administrator

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended

**BACKGROUND INFORMATION:**

The Village Administration wishes to seek Legislative funding during the 2021 Legislative Session. For support of the request for funding it is prudent that the Village Council pass a Resolution supporting the request for priority Capital Projects.

This action does not preclude the Legislature funding other Village projects but directs Staffs' efforts for the application process. Summary of the Departments' priority ranking by vote: Kachina Water Booster Station (18), Twining Road Improvements (6), Waterline Upgrades (5), Village Complex (4), Gunsite Springs Development (4), Purchase Fire Engine (3) Kachina Water Tank, and Water Distribution Lines (2).

**The Village's 2021 Legislative Capital Improvement project priorities, in rank order are:**

Kachina Water Booster Station (ICIP ID# 36504)

Twining Road Improvements (ICIP ID# 36572)

Waterline Upgrades and Expansion (ICIP ID# 35416)

**RECOMMENDATION:** Staff recommends approval of Resolution No. 2021-461 for 2021 Legislative Priorities request for capital improvement project funding. Although Legislative funding is eligible for other projects, Staff efforts should be completely directed to secure funding for the Village priority projects; Kachina Water Booster Station (ICIP ID# 36504), Twining Road Improvements (ICIP ID# 36572), Waterline Upgrades and Expansion (ICIP ID# 35416).

**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2021- 461**

**RESOLUTION APPROVING THE VILLAGE OF TAOS SKI VALLEY 2021  
LEGISLATIVE CAPITAL IMPROVEMENT PRIORITY REQUEST**

**WHEREAS**, the Village Council of the Village of Taos Ski Valley ("Governmental Unit") is a qualified entity authorized to do business in the Village of Taos Ski Valley, located in Taos Ski Valley, New Mexico; and

**WHEREAS**, as such, the Village Council of the Village of Taos Ski Valley are the designated municipal officials authorized to conduct business in Taos Ski Valley, New Mexico; and

**WHEREAS**, the Capital Improvement priorities from the Village 2022-2026 ICIP for the Village are identified as the following: Kachina Water Booster Station (ICIP ID# 36504), Twining Road Improvements (ICIP ID# 36572), Waterline Upgrades and Expansion (ICIP ID# 35416); and

**WHEREAS**, the Village requires funding assistance to ensure the construction and completion of these projects.

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

That the Village of Taos Ski Valley Council approves the designation of the following: Kachina Water Booster Station (ICIP ID# 36504), Twining Road Improvements (ICIP ID# 36572), Waterline Upgrades and Expansion (ICIP ID# 35416) as critical priority Capital Improvement projects for 2021 Legislative Priority Requests

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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 Adopt a 2021 Village Holiday Schedule**

**DATE:** December 22, 2020

**PRESENTED BY:** Administrator Avila, Clerk Wooldridge, Finance Director Grabowski

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended

**BACKGROUND INFORMATION:**

The Village's Personnel Policy, approved and adopted by Village Council Resolution 2017-332, identifies the legal holidays for employees of the Village of Taos Ski Valley. As the State of New Mexico has now updated the holiday formerly known as "Columbus Day" to Indigenous People's Day, staff would like to update the Village's holiday accordingly. In addition staff is requesting that a personal day for Village employees still be allowed while honoring observing Doctor Martin Luther King Holiday and closing Village Offices Monday January 18, 2021.

<u>Holiday</u>	<u>Actual Holiday</u>	<u>Observed Holiday</u>
New Year's Day	Friday, January 1, 2021	Friday, January 1, 2021
MLK Day	Monday, January 18, 2021	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021	Monday, February 15, 2021
Memorial Day	Monday, May 31, 2021	Monday, May 31, 2021
Independence Day	Sunday, July 4, 2021	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021	Monday, September 6, 2021
Indigenous Peoples' Day	Monday, October 11, 2021	Monday, October 11, 2021
Veterans Day	Thursday, November 11, 2021	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021	Thursday, November 25, 2021
Family Friday	Friday, November 26, 2021	Friday, November 26, 2021
Christmas Eve	Friday, December 24, 2021	Friday, December 24, 2021
Christmas	Saturday, December 25, 2021	Monday, December 27, 2021
Personal Holiday		

**RECOMMENDATION:** Staff recommends Approval of the updated 2021 Village Holiday Schedule, acknowledging Indigenous Peoples' Day, Presidents Day and observing Doctor Martin Luther King Holiday, closing Village Offices Monday January 18, 2021.