

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Dedication, Grant of Easement by Taos Ski Valley, Inc. to the Village of Taos Ski Valley of Infrastructure Improvements:

DATE: 03/22/22

PRESENTED BY: John Avila

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

As part of the Village of Taos Ski Valley Tax Increment Development District (TIDD) infrastructure projects, the developers made infrastructure improvements; these improvements, as agreed upon in the MDA, would be dedicated to the Village. Once dedicated, the infrastructure improvements would qualify for submittal to the TIDD for reimbursement as required. The process to have these improvements dedicated to the Village is to utilize a Bill of Sale from the Contractor to the Village. The submission for reimbursement to the TIDD from the TSVI is required afterward for funding.

The items considered for dedication to the Village at this time are;

Sutton Place Improvement Package

- Bill of Sale (updated for 2022 date)
- Schedule of costs
- Engineer Narrative
- Engineer Exhibits

Strawberry Hill Utilities Dedication Package

- Bill of Sale (updated for 2022 date)
- Schedule of Costs
- Summary Map
- As-Builts
- Engineer Narrative
- Engineer Certificate and Line Test
- Utility Easement for Water and Sewer Line
- MOU for Pressure Release Valve Access (in RHLC) with Exhibits

River Restoration, Pond & Boardwalk

- Bill of Sale (updated for 2022 date)
- Schedule of Costs
- Engineer Narrative
- Boardwalk As-built
- Detention Pond Vegetation Plan
- Boardwalk Inspection Sign-off

Initial review of the TIDD dedication package focused on identifying allocation of expenses to the public project. The financial records from contractor invoices were the only records available to determine whether funds had been spent on the public project. Assignment of some expenses were by allocation of a certain percentage to the public project. Staff is confident that a portion of the cost is for public use and therefore the Village can accept the public project as dedicated. It is the decision of the TIDD Board to judge if the allocation for expense is reimbursable with TIDD funds. **(Summary of Expenses Attached)**

A more exhaustive review of financial documents was conducted including TIDD and Village fiduciary responsibility and oversight. It was finally concluded that the assignment of costs to the public project indicated that there was value assigned to the project even without an invoice for assigned time. This may be accepted for TIDD review at the percentage submitted. Smaller expenses assigned as a percentage instead of by dedicated hours, were contemporaneously assigned and considered for the public project. However, it is the responsibility of the TIDD to determine the value for reimbursement. The TIDD treasury officers have had firsthand review of the documents and most of that review was concurrent with the evaluation to confirm public purpose.

Corrections to the projects have been completed as requested. It is noted that there is no estimate of yearly maintenance or repair costs. The budget implications for the additional facilities within Village expenses will need to be developed. Staff noted that there were few records of As-Builts when starting the review and we could not determine the permit process. Financial records that provided 100% accountability of cost allocation to public projects required more research and the information had to be researched and reviewed.

Staff Recommendation:

Accept dedication of the TIDD eligible projects: Sutton Place, Strawberry Hill Utilities, River Restoration Pond and Boardwalk for the public. This is not an endorsement, or validation of, actual costs, whereas it is acceptance of improvements that meet the Village standards.

TAOS SKI VALLEY, INC.
PUBLIC INFRASTRUCTURE DEDICATION COST SUMMARY
September 30, 2021

<u>PROJECT</u>	<u>AMOUNT</u>	<u>SCOPE</u>
Sutton Place Road Improvements	\$ 145,325.23	<p><u>Northern Portion</u>: Paving over last phase of underground utility work; guardrails and landscaping</p> <p><u>Southern Portion</u>: Create a safer pedestrian traffic path from the Mountain Plaza to the Upper Gondolita Plaza.</p>
River Restoration & Walkway	\$ 1,538,987.50	Continuation of river corridor improvements comprised of restoration east and west of Sutton Place Crossing, adjacent landscaping and detention pond bridge and landscaping
Strawberry Hill Utility Upgrades	\$ 1,241,305.04	Installation of electric, water and sewer upgrades and trenching to support natural gas upgrades.
Strawberry Hill Crossing	\$ 867,744.92	Connection across the river into Strawberry Hill that provides emergency access to adjacent properties and also allows utility lines to cross the river without having to go overhead.
TOTAL	<u>\$ 3,793,362.69</u>	

DEDICATION, BILL OF SALE AND AGREEMENT

THIS DEDICATION, BILL OF SALE AND AGREEMENT (the "Dedication") by Taos Ski Valley, Inc., a New Mexico corporation ("TSVI") is to the Village of Taos Ski Valley, a New Mexico municipal corporation (the "Village"), as follows:

WITNESSETH:

TSVI for full, good and valuable consideration, in the sum of \$1.00 (one dollar), the receipt and adequacy of which is hereby acknowledged, and for the following mutual covenants of the parties, does hereby dedicate to the Village the Sutton Place Road Improvements, as more particularly described in Exhibits A - D attached hereto (the "Improvements"):

TSVI hereby represents for the benefit of the Village that it owns good and merchantable title, free and clear of all liens and encumbrances, to the personal property and the Improvements which have been constructed on and in the land area as shown on Exhibit D hereto.

TSVI understands and agrees that, following dedication of the Improvements to the Village, the Village will retain all its right, title and interest in and to the Improvements.

The Village hereby acknowledges and agrees to accept from TSVI the delivery and assignment of all contracts, documents, agreements, material receipts, and warranties, used, executed, or received for the construction of the Improvements from the contractor/constructor of the Improvements. TSVI hereby affirms and warrants to the Village that all payments due to material suppliers, contractors, laborers, or other persons furnishing materials or services for the Improvements are paid in full and there are no outstanding balances of amounts due or liens attached to or that will be attached to the Improvements.

No modification of this Conveyance is binding upon either party, their successors, or assigns unless it be in writing, signed and dated by a duly authorized representative of both parties.

Both TSVI and the Village and their respective signatories represent and warrant that they are authorized to enter into and duly sign and acknowledge this instrument and convey and grant the interests conveyed and grant by this instrument.

This instrument is intended to facilitate the reimbursement of TSVI for the costs of the Improvements dedicated hereunder by the Village of Taos Ski Valley Tax Increment Development District, and nothing herein shall be construed as limiting the eligibility of TSVI for such reimbursement, including, without limitation, the consideration paid by the Village recited above. TSVI anticipates that it will make additional improvements to the Improvements in the future (the "Post-Dedication Improvements"). The Village hereby grants a right of entry to TSVI for the purpose of making the Post-Dedication Improvements, and agrees that title to Post-Dedication Improvements shall vest with the Village upon, and not earlier than, acceptance thereof by the Village, and that the Village's ownership of the Improvements dedicated hereunder to be further improved with Post-Dedication Improvements shall not have the effect of vesting the title to the Post-Dedication improvements prior to the Village's acceptance of the same.

This instrument is effective as of the date and time of its recordation in the real property records of Taos County, New Mexico.

TAOS SKI VALLEY, INC.

VILLAGE OF TAOS SKI VALLEY

By _____
Authorized Officer

By _____
Mayor

Date: _____, 2022

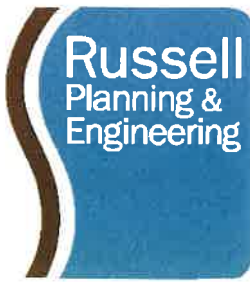
Date: _____, 2022

TIDD Dedication

Sutton Place Schedule of Costs

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
10/31/2017	GECKO LANDSCAPING INC	22,230.19		22,230.19	Invoice provided
11/13/2017	GECKO LANDSCAPING INC	19,902.07		19,902.07	
12/18/2017	GECKO LANDSCAPING INC	22,435.58		22,435.58	
7/9/2018	GECKO LANDSCAPING INC RED TAIL A- LOT P,	967.79		967.79	
10/31/2017	GLORIETA GEOSCIENCE, INC	4,919.15	-3,935.32	983.83	80% is allocated to non-TIDD projects based upon square footage of area paved for private vs public benefit
11/30/2017	GLORIETA GEOSCIENCE, INC	815.69	-652.55	163.14	80% is allocated to non-TIDD projects based upon square footage of area paved for private vs public benefit
1/10/2018	GLORIETA GEOSCIENCE, INC	531.77	-425.42	106.35	80% is allocated to non-TIDD projects based upon square footage of area paved for private vs public benefit
11/13/2017	NORTHERN MOUNTAIN CONSTRUCTORS	280,614.96	-224,491.97	56,122.99	This was allocated below the subtotal previously. We now show the 80% allocation to non-TIDD projects on this line item. Allocation based upon public vs private square ft.
10/31/2017	RED TAIL SURVEYING, INC	656.87	-525.50	131.37	80% is allocated to non-TIDD projects per square footage of public vs private.
7/9/2018	RED TAIL SURVEYING, INC	1,365.63		1,365.63	Pertained to path across Sutton to Gondola plaza
2/7/2018	RUSSELL PLANNING	867.00		867.00	Per the vendor notes on the invoice - 100% of the work for this item was for the TIDD portion of the project (curbs, gutters and guardrails)
2/27/2018	RUSSELL PLANNING	185.00		185.00	
4/25/2018	RUSSELL PLANNING	111.00		111.00	
4/25/2018	RUSSELL PLANNING	111.00		111.00	
4/25/2018	RUSSELL PLANNING	74.00		74.00	
5/8/2018	RUSSELL PLANNING	1,820.50	-1,820.50	0.00	Moved to Strawberry Hill utilities project
5/8/2018	RUSSELL PLANNING	74.00		74.00	
6/19/2018	RUSSELL PLANNING	820.75		820.75	
7/31/2018	RUSSELL PLANNING	648.75		648.75	

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
7/31/2018	RUSSELL PLANNING	-3.78		-3.78	
8/20/2018	RUSSELL PLANNING	4,138.10	1,165.05	5,303.15	Inv #18498 added to PDF - consolidated with line item below to match invoice
8/20/2018	RUSSELL PLANNING	1,165.05	-1,165.05	0.00	Consolidated with item above to match invoice
8/31/2018	RUSSELL PLANNING	232.57		232.57	
10/31/2017	TSVI PAYROLL	504.00		504.00	Internal re-allocated labor to provide onsite coordination by TSVI project manager.
1/11/2018	VIGIL'S ASPHALT & GRAVEL LLC	4,452.82	-4,452.82	0.00	Invoice covered numerous projects. This amount should have gone to Strawberry Hill Crossing.
5/8/2018	ZEHREN AND ASSOCIATES, INC	527.57		527.57	Inv 20693 allocated per project manager 50% to Sutton Place project based on estimated time spent.
5/8/2018	ZEHREN AND ASSOCIATES, INC	263.78		263.78	Inv 20693 allocated per project manager additional 25% to Sutton Place project based on estimated time spent.
7/12/2018	ZEHREN AND ASSOCIATES, INC	708.55		708.55	Inv 20808 allocated per project manager 50% to Sutton Place project based on estimated time spent.
7/31/2018	ZEHREN AND ASSOCIATES, INC	498.68		498.68	Inv 20857 allocated per project manager 50% to Sutton Place project based on estimated time spent.
Total Construction Cost		371,639.04	-236,304.07	135,334.97	
<u>Accrued Interest (10 yr Treasury + 1.0%)</u>		<u>Interest</u>	<u>Balance</u>	<u>Interest Rate</u>	
3/31/2019		1,238.31		3.66%	
6/30/2019		1,238.31		3.66%	
9/30/2019		1,025.16		3.03%	
12/31/2019		1,025.16	139,861.92	3.03%	
3/31/2020		1,007.01		2.88%	
6/30/2020		1,007.01		2.88%	
9/30/2020		590.92		1.69%	
12/31/2020		590.92	143,057.77	1.69%	
3/31/2021		690.25		1.93%	
6/30/2021		690.25		1.93%	
9/30/2021		886.96		2.48%	
12/31/2021		886.96	146,212.19	2.48%	
2/28/2022		621.58	146,833.77	2.63%	
Total Interest		11,498.81			
TOTAL DEDICATED COST					
		146,833.77			



934 Main Ave., Unit C
Durango, CO 81301
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Dir: (970) 422-4844

Sutton Place 2017-2018 Infrastructure Improvements

7/3/2019

Subject: Sutton Place and Adjacent Areas Public Infrastructure within the Village of Taos Ski Valley – 2017 and 2018

During 2017 and continuing into 2018, numerous public and private infrastructure projects were completed as a part of the continued improvements within the Village of Taos Ski Valley and the overall upgrades that had been documented as a part of the 2011 Water and Sewer Master Plans prepared for and adopted by the Village. This narrative explains the scope of each of the projects completed.

Sutton Place – Storm water detention pond and snow storage area

Landscaping was completed and irrigation established to further stabilize and enhance the area adjacent to the Rio Hondo. Timber guiderail was installed to limit access, define the snow storage access and protect the new landscaping.

Sutton Place and Armadillo Parking Lot Intersection

New curb and gutter, guiderail, landscaping and drainage features were installed and completed on the southeast corner of the intersection. This new curb and gutter routes runoff from the easternmost (uphill) area of the Armadillo parking lot away from the intersection to minimize icing in the winter, enhance public safety as well as to divert runoff into the new stormwater diversion swale located on the east side of Sutton Place. From there runoff, snow storage meltwater and sediment flow through an existing culvert under Sutton Place and into the stormwater detention pond, furthering the effort to reduce direct discharge of sedimentation and stormwater into the Rio Hondo.

JR Ramming Trail

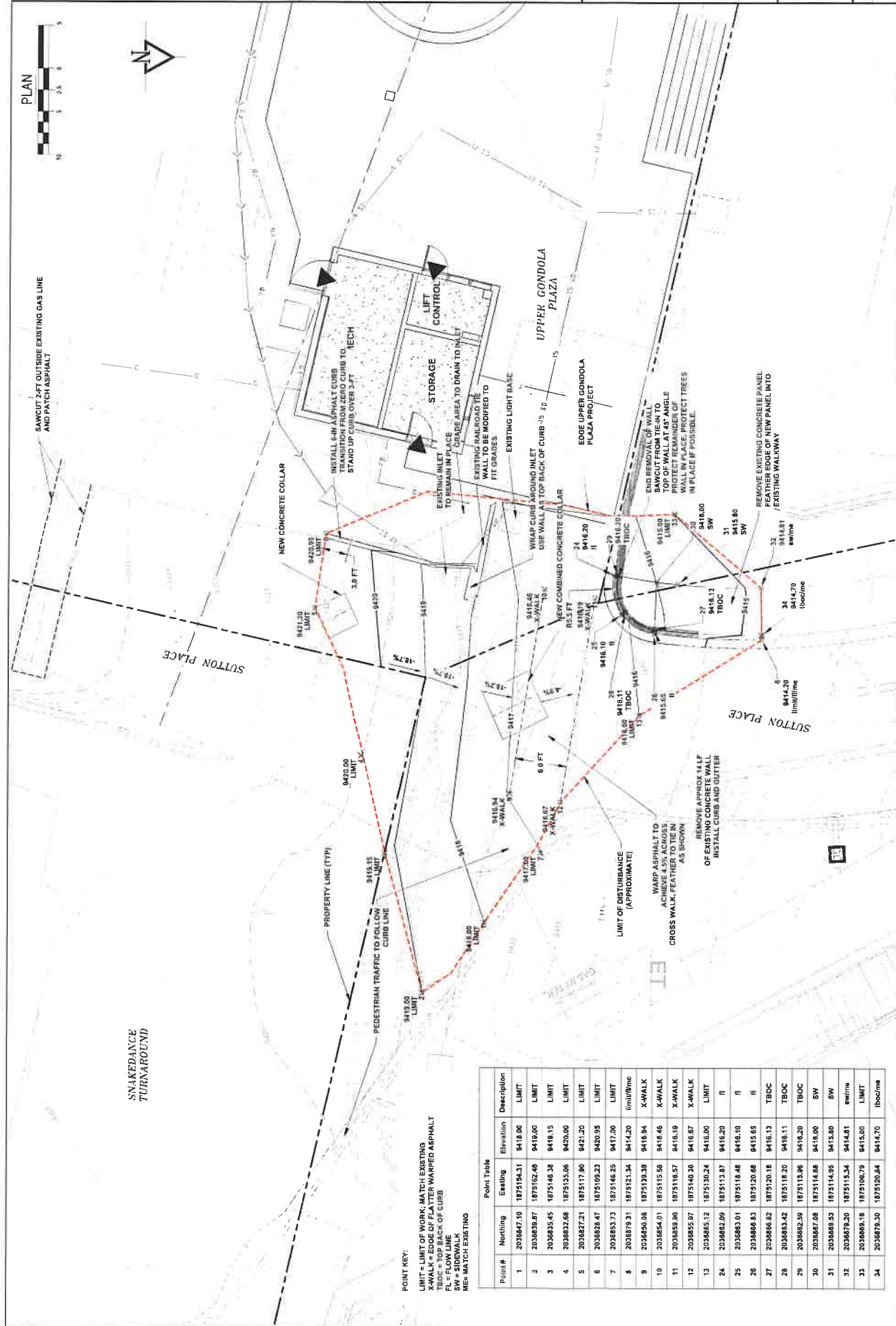
The JR Ramming nature Trail was re-established via a re-aligned raised wooden boardwalk meeting ADA design requirements. The trail includes new accessible curb ramps on Sutton Place and an access from the Armadillo Parking lot.

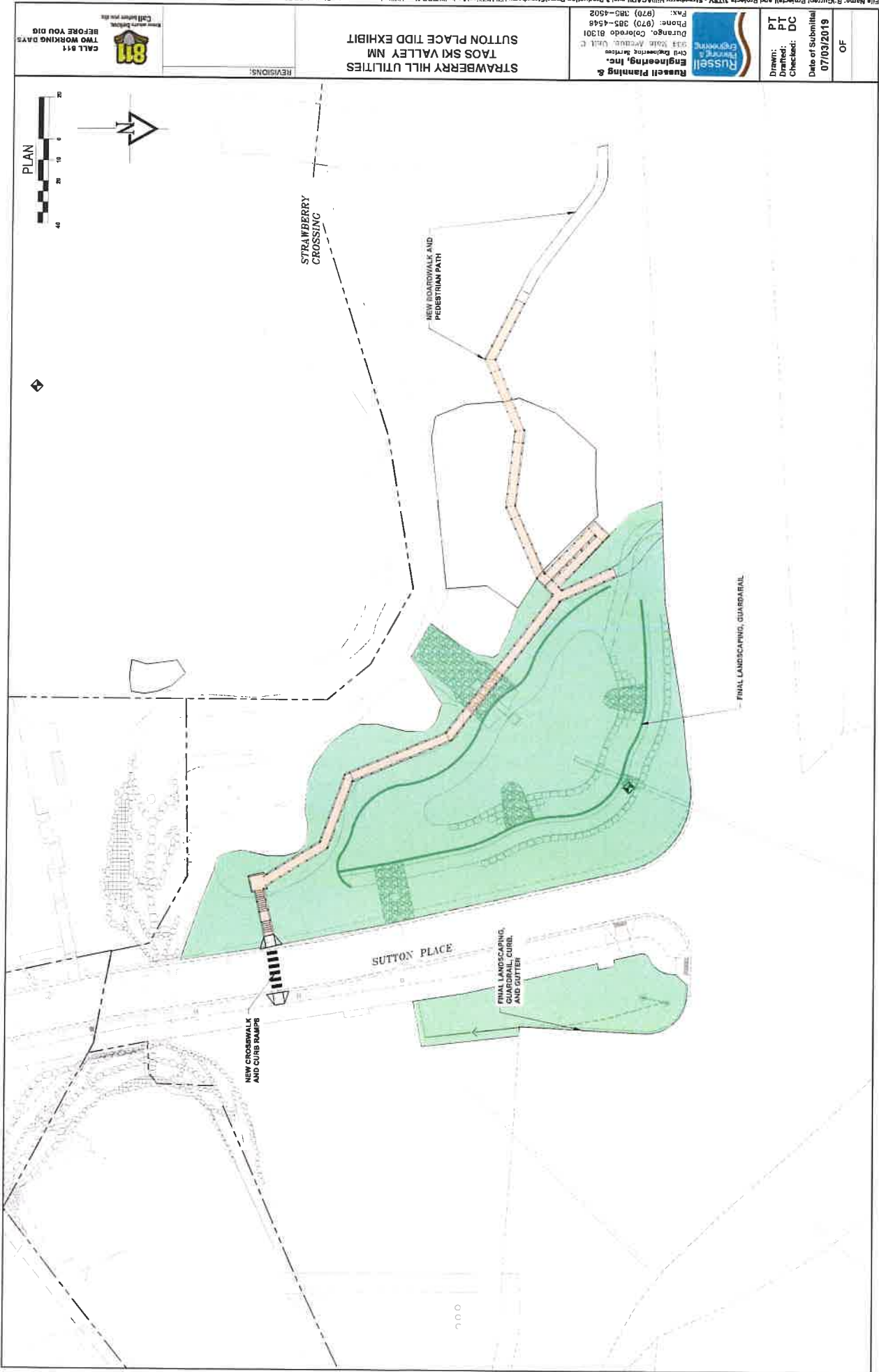
Armadillo Parking Lot – Repaving

The eastern (upper) end of the Armadillo Parking lot was repaved following construction of several private and public infrastructure. Square yardage associated with all public infrastructure improvements is included in the Scope Exhibit for 2019 Dedication, including areas covering improvements for new sanitary sewer (2016), new drainage culvert (2015), and dry utility trenching for communication, electric and natural gas service (2016). Two areas of damaged asphalt west of Strawberry crossing were also removed and replaced. The concrete manhole collar at manhole A1 was adjusted to final grade and replaced.

Pedestrian crossing and sidewalk connection at Gondola Plaza

The grade of Sutton Place was altered in order to provide a more level surface for pedestrians crossing between the Gondola Plaza and the Skier Plaza. The sidewalk along Sutton Place at the south end of Edelweiss was extended up to the Gondola Plaza to provide direct Pedestrian connectivity.





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REVISIONS:

STRAWBERRY HILL UTILITIES
TAOS SKI VALLEY NM
SUTTON PLACE TIDD EXHIBIT

Russell Planning & Engineering, Inc.
Civil Engineering Services
3033 So. Alameda, Suite 100
Durango, Colorado 81301
Phone: (970) 385-4548
Fax: (970) 385-4502

Drawn: PT
Checked: DC
Date of Submittal: 07/03/2019

OF

DEDICATION, BILL OF SALE, GRANT OF EASEMENT AND AGREEMENT

THIS DEDICATION, BILL OF SALE, GRANT OF EASEMENT AND AGREEMENT (the "Dedication") by Taos Ski Valley, Inc., a New Mexico corporation ("TSVI") is to the Village of Taos Ski Valley, a New Mexico municipal corporation (the "Village"), as follows:

WITNESSETH:

TSVI for full, good and valuable consideration, in the sum of \$1.00 (one dollar), the receipt and adequacy of which is hereby acknowledged, and for the following mutual covenants of the parties, does hereby dedicate to the Village the **Strawberry Hill Utility Improvements**, as more particularly described in Exhibits A - F attached hereto (the "Improvements"):

TSVI hereby represents for the benefit of the Village that it owns good and merchantable title, free and clear of all liens and encumbrances, to the personal property and to the grantor TSVI's and grantee Village's interests in the easement and right-of-way ("ROW") on and in which the Improvements, including water and sewer pipe lines and associated infrastructure, have been constructed, which utility easement grant is approximately 10 to 15 feet in width at various locations, all as more particularly shown and described on the "Grant of Easements for Water and Sewer Lines" (Exhibit E hereto) recorded with the County Clerk's Office Of Taos County, New Mexico, as document number _____ on _____ in Book _____, Page _____, and as shown on the survey plat for such water and sewer line easements attached as Exhibit B thereto and recorded in the Taos County Clerk's Office on _____ as document number _____ on _____ in Book _____, Page _____.

TSVI understands and agrees that, following dedication of the Improvements to the Village, the Village will retain all its right, title and interest in and to the Improvements.

The Village hereby acknowledges and agrees to accept from TSVI the delivery and assignment of all contracts, documents, agreements, sewer and water pipe lines and related infrastructure and easements therefor (Exhibit E hereto) and the MOU and Agreement for access to the Village's PRV on the water line located in TSVI's Children's Center Building (Exhibit F hereto), and all material receipts, and warranties, used, executed, or received for the construction of the Improvements from the contractor/constructor of the Improvements. TSVI hereby affirms and warrants to the Village that all payments due to material suppliers, contactors, laborers, or other persons furnishing materials or services for the Improvements are paid in full and there are no outstanding balances of amounts due or liens attached to or that will be attached to the Improvements.

No modification of this Conveyance is binding upon either party, their successors, or assigns unless it be in writing, signed and dated by a duly authorized representative of both parties.

Both TSVI and the Village and their respective signatories represent and warrant that they are authorized to enter into and duly sign and acknowledge this instrument and convey and grant the interests conveyed and grant by this instrument.

This instrument is intended to facilitate the reimbursement of TSVI for the costs of the Improvements dedicated hereunder by the Village of Taos Ski Valley Tax Increment Development District, and nothing herein shall be construed as limiting the eligibility of TSVI for such reimbursement, including, without limitation, the consideration paid by the Village recited above. TSVI anticipates that it will make additional improvements to the Improvements in the future (the "Post-Dedication Improvements"). The Village hereby grants a right of entry to TSVI for the purpose of making the Post-Dedication Improvements, and agrees that title to Post-Dedication Improvements shall vest with the Village upon, and not earlier than, acceptance thereof by the Village, and that the Village's ownership of the Improvements dedicated hereunder to be further improved with Post-Dedication Improvements shall not have the effect of vesting the title to the Post-Dedication improvements prior to the Village's acceptance of the same.

This instrument is effective as of the date and time of its recordation in the real property records of Taos County, New Mexico.

TAOS SKI VALLEY, INC.

VILLAGE OF TAOS SKI VALLEY

By _____
Authorized Officer

By _____
Mayor

Date: _____, 2022

Date: _____, 2022

TIDD Dedication Schedule of Costs

Strawberry Hill Utilities

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
9/30/2017	AGESIS LLC	1,815.12		1,815.12	Electrical parts 3 phase
9/30/2017	BELVEDERE PROPERTY MANAGEMENT	10,000.00		10,000.00	Invoice now included. Resources from TSVI ownership allocated to all capital projects for project support and management (design, construction, financial)
8/21/2017	CENTURY EQUIPMENT COMPANY	10,643.75		10,643.75	Equipment rental allocated by project manager based on time used.
10/25/2017	CENTURY EQUIPMENT COMPANY	2,927.04		2,927.04	Equipment rental allocated by project manager based on time used.
9/30/2017	CORE & MAIN LP	3,396.22		3,396.22	Sewer project supplies
11/13/2017	CORE & MAIN LP	30,617.85		30,617.85	Sewer project supplies, including freight.
6/30/2017	FERGUSON WATERWORKS	6,065.30		6,065.30	Internal reference by vendor; invoice was for project related costs
8/7/2017	FERGUSON WATERWORKS	38,337.75		38,337.75	Water line project supplies
8/7/2017	FERGUSON WATERWORKS	18,515.14		18,515.14	Water line project supplies
8/7/2017	FERGUSON WATERWORKS	16,252.71		16,252.71	Water line project supplies
8/7/2017	FERGUSON WATERWORKS	10,393.62		10,393.62	Water line project supplies
8/7/2017	FERGUSON WATERWORKS	2,228.55		2,228.55	Water line project supplies
8/7/2017	FERGUSON WATERWORKS	687.74		687.74	Water line project supplies
8/7/2017	FERGUSON WATERWORKS	394.63		394.63	Water line project supplies
8/7/2017	FERGUSON WATERWORKS	348.95		348.95	Water line project supplies
8/7/2017	FERGUSON WATERWORKS	285.45		285.45	Water line project supplies
8/7/2017	FERGUSON WATERWORKS	76.86		76.86	Water line project supplies
8/7/2017	FERGUSON WATERWORKS	8.60		8.60	Water line project supplies
8/31/2017	FERGUSON WATERWORKS	6,238.71		6,238.71	Water line project supplies
8/31/2017	FERGUSON WATERWORKS	1,843.29		1,843.29	Water line project supplies
8/31/2017	FERGUSON WATERWORKS	855.38		855.38	Water line project supplies
8/31/2017	FERGUSON WATERWORKS	739.24		739.24	Water line project supplies
8/31/2017	FERGUSON WATERWORKS	409.53		409.53	Water line project supplies
8/31/2017	FERGUSON WATERWORKS	296.90		296.90	Water line project supplies
8/31/2017	FERGUSON WATERWORKS	270.44		270.44	Water line project supplies

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
8/31/2017	FERGUSON WATERWORKS	182.75		182.75	Water line project supplies
8/31/2017	FERGUSON WATERWORKS	166.63		166.63	Water line project supplies
8/31/2017	FERGUSON WATERWORKS	132.81		132.81	Water line project supplies
9/30/2017	FERGUSON WATERWORKS	743.37		743.37	Water line project supplies
9/30/2017	FERGUSON WATERWORKS	688.42		688.42	Water line project supplies
9/30/2017	FERGUSON WATERWORKS	650.46		650.46	Water line project supplies
9/30/2017	FERGUSON WATERWORKS	532.63		532.63	Water line project supplies
9/30/2017	FERGUSON WATERWORKS	500.31		500.31	Water line project supplies
11/13/2017	FERGUSON WATERWORKS	5,114.85		5,114.85	Water line project supplies
11/13/2017	FERGUSON WATERWORKS	1,228.25		1,228.25	Water line project supplies
11/13/2017	FERGUSON WATERWORKS	345.10		345.10	Water line project supplies
11/13/2017	FERGUSON WATERWORKS	248.58		248.58	Water line project supplies
11/13/2017	FERGUSON WATERWORKS	217.37		217.37	Water line project supplies
11/13/2017	FERGUSON WATERWORKS	118.36		118.36	Water line project supplies
1/11/2018	FERGUSON WATERWORKS	13,115.00		13,115.00	Water line project supplies
1/11/2018	FERGUSON WATERWORKS	307.06		307.06	Water line project supplies
1/11/2018	FERGUSON WATERWORKS	124.29		124.29	Water line project supplies
1/11/2018	FERGUSON WATERWORKS	90.80		90.80	Water line project supplies
8/28/2017	GATEWAY MANAGEMENT CO	1,714.56		1,714.56	By project manager based on time spent
9/30/2018	GATEWAY MANAGEMENT CO	10,000.00		10,000.00	By project manager based on time spent
7/31/2017	GEO-TEST, INC	676.95		676.95	
9/20/2017	GEO-TEST, INC	1,841.31		1,841.31	
11/14/2017	GEO-TEST, INC	460.33		460.33	
8/31/2017	GLORIETA GEOSCIENCE, INC	14,090.84		14,090.84	
8/31/2017	GLORIETA GEOSCIENCE, INC	5,478.38		5,478.38	Per Diem for site visit
10/24/2017	GLORIETA GEOSCIENCE, INC	20,393.38	1,886.39	22,279.77	Per Diem for site visit
11/30/2017	GLORIETA GEOSCIENCE, INC	7,535.39		7,535.39	Per Diem for site visit
1/10/2018	GLORIETA GEOSCIENCE, INC	2,296.58		2,296.58	

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
2/28/2018	GLORIETA GEOSCIENCE, INC	2,782.05		2,782.05	Parcel I only references location; still pertains to public infrastructure.
4/24/2018	GLORIETA GEOSCIENCE, INC	244.86		244.86	
5/21/2018	GLORIETA GEOSCIENCE, INC	265.89		265.89	
1/1/2019	GLORIETA GEOSCIENCE, INC	1,886.39	-1,886.39	0.00	GRT for Inv #0008616 (above)
11/14/2017	GRAND JUNCTION PIPE & SUPPLY	1,175.69		1,175.69	
11/14/2017	GRAND JUNCTION PIPE & SUPPLY	62.26		62.26	
11/21/2017	GRAND JUNCTION PIPE & SUPPLY	45.64		45.64	
1/11/2018	GRAND JUNCTION PIPE & SUPPLY	487.44		487.44	
8/31/2017	GRAND JUNCTION PIPE & SUPPLY /KIL	2,654.56		2,654.56	
1/31/2018	IRON SMITH	1,529.00		1,529.00	Receipt for payment made by Chaz Rockey (TSVI) included.
9/24/2019	KANDAHAR CONDOMINIUMS	6,709.79		6,709.79	Previously listed as In & Out Plumbing Contractors but this was actually are reimbursement by TSVI to Kandahar Condominiums for work they undertook directly for the utility project.
8/9/2017	KIT CARSON ELECTRIC COOP, INC.	47,985.44		47,985.44	Description indicate where KCE line branched to
8/9/2017	KIT CARSON ELECTRIC COOP, INC.	13,049.20		13,049.20	Description indicate where KCE line branched to
7/17/2017	NEW MEXICO GAS COMPANY INC	3,839.48		3,839.48	
8/21/2017	RED TAIL SURVEYING, INC	1,511.75		1,511.75	PM notes only 23% of cost pertained to TIDD project
8/30/2017	RED TAIL SURVEYING, INC	2,523.68		2,523.68	Previous submittal had GRT on separate line
9/20/2017	RED TAIL SURVEYING, INC	4,619.91		4,619.91	Allocations are provided by project manager and are specific to each invoice.
9/20/2017	RED TAIL SURVEYING, INC	915.65		915.65	50% allocation per PM
10/24/2017	RED TAIL SURVEYING, INC	3,886.57		3,886.57	Previous submittal had GRT on separate line
10/24/2017	RED TAIL SURVEYING, INC	2,124.91		2,124.91	Previous submittal had GRT on separate line
11/28/2017	RED TAIL SURVEYING, INC	2,348.88		2,348.88	Previous submittal had GRT on separate line
1/10/2018	RED TAIL SURVEYING, INC	894.48		894.48	
1/10/2018	RED TAIL SURVEYING, INC	778.41		778.41	
1/15/2018	RED TAIL SURVEYING, INC	1,286.42		1,286.42	
1/15/2018	RED TAIL SURVEYING, INC	768.85		768.85	
3/21/2018	RED TAIL SURVEYING, INC	4,065.47		4,065.47	
6/26/2018	RED TAIL SURVEYING, INC	1,777.17		1,777.17	
12/11/2018	RED TAIL SURVEYING, INC	243.08		243.08	25% allocation per PM

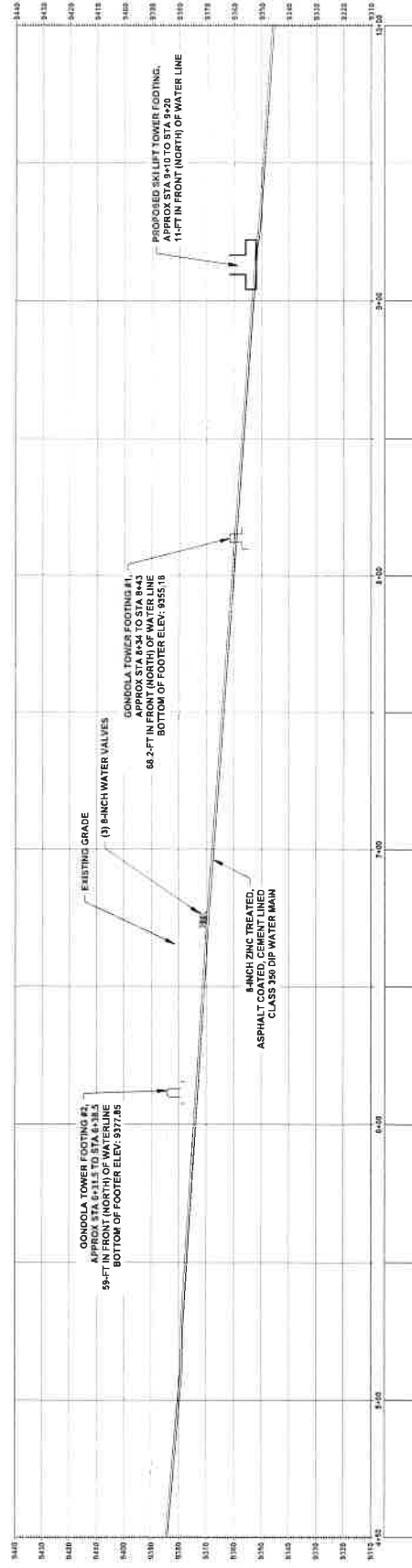
<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
1/1/2019	RED TAIL SURVEYING, INC	2,393.39		2,393.39	Previous submittal had GRT on separate line
1/30/2018	ROBINS CONSTRUCTION LLLP	4,285.60	-204.08	4,081.52	Allocation per PM, represents less than 1% of invoice
5/8/2018	RUSSELL PLANNING	0.00	1,820.50	1,820.50	
6/5/2017	RUSSELL PLANNING	19,830.90		19,830.90	
9/28/2017	RUSSELL PLANNING	23,748.73		23,748.73	Invoices are now more clearly marked
8/30/2017	RUSSELL PLANNING	21,820.80		21,820.80	Invoices are now more clearly marked
10/25/2017	RUSSELL PLANNING	21,644.55		21,644.55	Invoices are now more clearly marked
10/25/2017	RUSSELL PLANNING	12,172.02		12,172.02	Invoices are now more clearly marked
2/7/2018	RUSSELL PLANNING	6,795.20		6,795.20	
2/7/2018	RUSSELL PLANNING	2,864.00		2,864.00	
2/27/2018	RUSSELL PLANNING	999.00		999.00	
4/25/2018	RUSSELL PLANNING	739.00		739.00	
4/25/2018	RUSSELL PLANNING	299.00		299.00	
6/19/2018	RUSSELL PLANNING	777.00		777.00	
7/31/2018	RUSSELL PLANNING	37.00		37.00	
8/20/2018	RUSSELL PLANNING	2,936.75		2,936.75	
8/31/2018	RUSSELL PLANNING	407.00		407.00	
1/9/2019	RUSSELL PLANNING	37.00		37.00	
2/27/2019	RUSSELL PLANNING	283.50		283.50	
1/30/2020	SHORT ELLIOT HENDRICKSON INC	5,580.71		5,580.71	Planning consultation and engineering
8/31/2017	TSVI PAYROLL	11,269.52		11,269.52	Internal journal entry to allocate TSVI labor for hours spent on grading and backfill work.
8/31/2017	TSVI PAYROLL	2,116.00		2,116.00	Internal journal entry to allocate TSVI labor for hours spent on grading and backfill work.
6/30/2017	VIGIL'S ASPHALT & GRAVEL LLC	13,259.88		13,259.88	Strawberry Hill material removal
8/7/2017	VIGIL'S ASPHALT & GRAVEL LLC	8,193.75	-4,096.88	4,096.87	50% allocated to non-TIDD (contamination)
8/7/2017	VIGIL'S ASPHALT & GRAVEL LLC	6,440.29	-3,220.14	3,220.15	50% allocated to non-TIDD (contamination)
8/15/2017	VIGIL'S ASPHALT & GRAVEL LLC	9,876.20	-4,938.10	4,938.10	50% allocated to non-TIDD (contamination)
8/31/2017	VIGIL'S ASPHALT & GRAVEL LLC	81,254.69		81,254.69	Install water lines
8/31/2017	VIGIL'S ASPHALT & GRAVEL LLC	37,418.13		37,418.13	Backfill electrical and gas lines

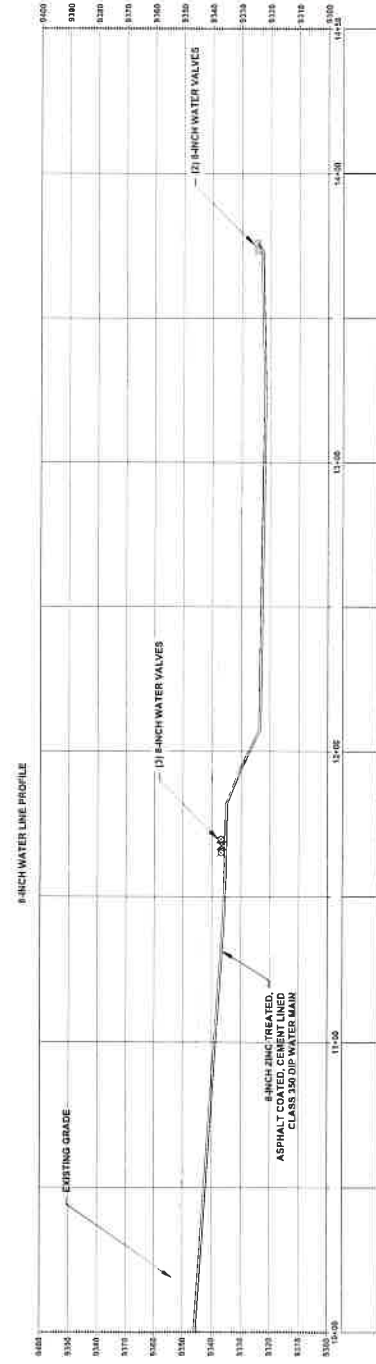
<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
8/31/2017	VIGIL'S ASPHALT & GRAVEL LLC	22,505.50		22,505.50	Soil removal; not related to soil contamination
8/31/2017	VIGIL'S ASPHALT & GRAVEL LLC	21,986.56		21,986.56	Soil removal; 50% allocated to non-TIDD projects
8/31/2017	VIGIL'S ASPHALT & GRAVEL LLC	2,173.75		2,173.75	Dewatering
8/31/2017	VIGIL'S ASPHALT & GRAVEL LLC	1,059.70		1,059.70	Screening of material
9/20/2017	VIGIL'S ASPHALT & GRAVEL LLC	35,069.25		35,069.25	Waterline extensions to Kandahar and Firehouse Road
9/20/2017	VIGIL'S ASPHALT & GRAVEL LLC	20,757.50		20,757.50	Excavate and backfill gas lines
9/25/2017	VIGIL'S ASPHALT & GRAVEL LLC	11.25		11.25	
9/30/2017	VIGIL'S ASPHALT & GRAVEL LLC	12,563.75		12,563.75	50% allocated to non-TIDD
9/30/2017	VIGIL'S ASPHALT & GRAVEL LLC	4,933.73		4,933.73	Sewer tank install
9/30/2017	VIGIL'S ASPHALT & GRAVEL LLC	4,151.50		4,151.50	Dewatering utility trench
9/30/2017	VIGIL'S ASPHALT & GRAVEL LLC	2,731.25		2,731.25	Excavate and backfill
10/31/2017	VIGIL'S ASPHALT & GRAVEL LLC	3,277.50		3,277.50	50% allocated to non-TIDD based on material processed
11/13/2017	VIGIL'S ASPHALT & GRAVEL LLC	252,312.88		252,312.88	Sewer lines, man holes, material hauling
12/19/2017	VIGIL'S ASPHALT & GRAVEL LLC	11,799.00		11,799.00	50% allocated to non-TIDD based on material processed
12/19/2017	VIGIL'S ASPHALT & GRAVEL LLC	6,841.98		6,841.98	50% allocated to non-TIDD based on material processed
1/11/2018	VIGIL'S ASPHALT & GRAVEL LLC	53,433.79		53,433.79	60% allocation based on time spent
5/21/2018	VIGIL'S ASPHALT & GRAVEL LLC	32,075.90		32,075.90	Trenching
11/13/2017	VILLAGE OF TAOS SKI VALLEY	116.15		116.15	
11/30/2017	WAGNER EQUIPMENT CO	5,638.38		5,638.38	25% prorata by PM per estimated time spent
11/30/2017	WAGNER EQUIPMENT CO	-1,521.13		-1,521.13	25% prorata by PM per estimated time spent
1/23/2018	WAGNER EQUIPMENT CO	7,442.23		7,442.23	35% prorata by PM per estimated time spent
1/23/2018	WAGNER EQUIPMENT CO	7,442.23		7,442.23	35% prorata by PM per estimated time spent
1/23/2018	WAGNER EQUIPMENT CO	-2,656.33		-2,656.33	Reclass of Inv 4023100
1/23/2018	WAGNER EQUIPMENT CO	781.66		781.66	35% prorata by PM per estimated time spent
Direct Project Costs		1,166,522.03	-11,646.69	1,154,875.34	

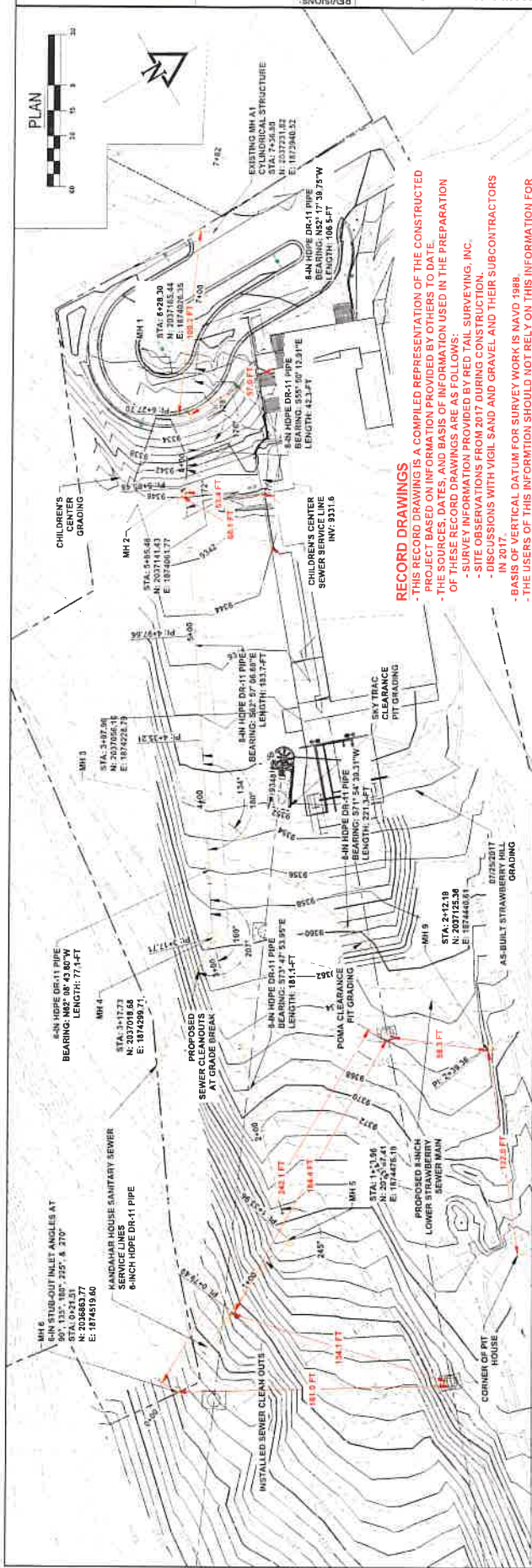
Accrued Interest (10 yr Treasury + 1.0%)

	<u>Interest</u>	<u>Balance</u>	<u>Interest Rate</u>
3/31/2019	10,567.11		3.66%
6/30/2019	10,567.11		3.66%
9/30/2019	8,748.18		3.03%
12/31/2019	8,748.18	1,193,505.92	3.03%
3/31/2020	8,593.24		2.88%

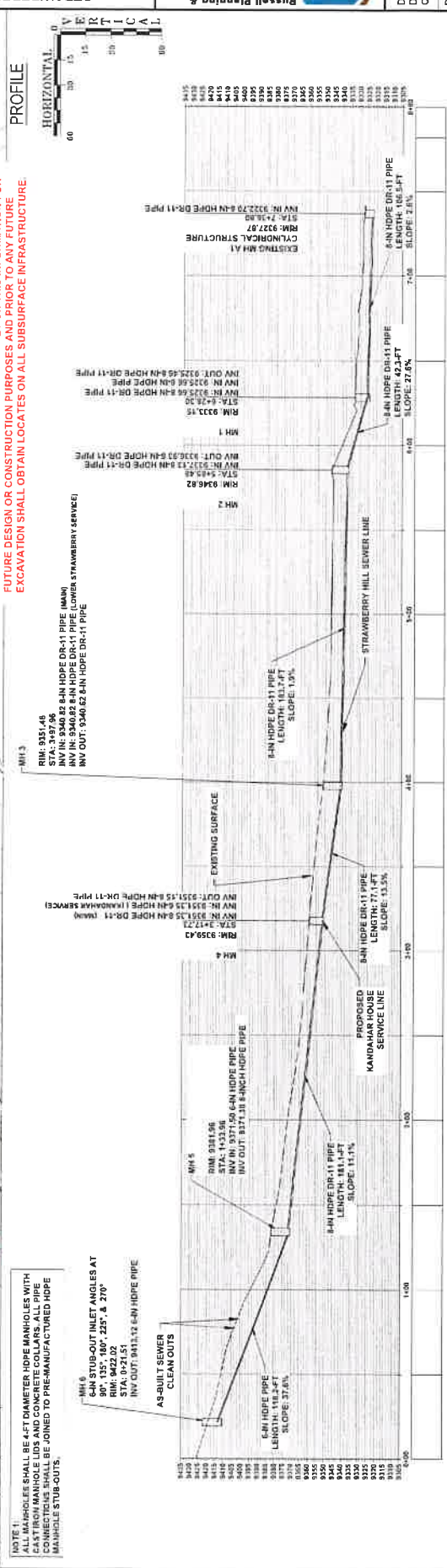
<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
6/30/2020		8,593.24		2.88%	
9/30/2020		5,042.56		1.69%	
12/31/2020		5,042.56	1,220,777.53	1.69%	
3/31/2021		5,814.86		1.93%	
6/30/2021		5,814.86		1.93%	
9/30/2021		7,471.95		2.48%	
12/31/2021		7,471.95	1,247,351.15	2.48%	
2/28/2022		5,302.78	1,252,653.93	2.63%	
Total Interest		97,778.59			
Total Cost		1,252,653.93			



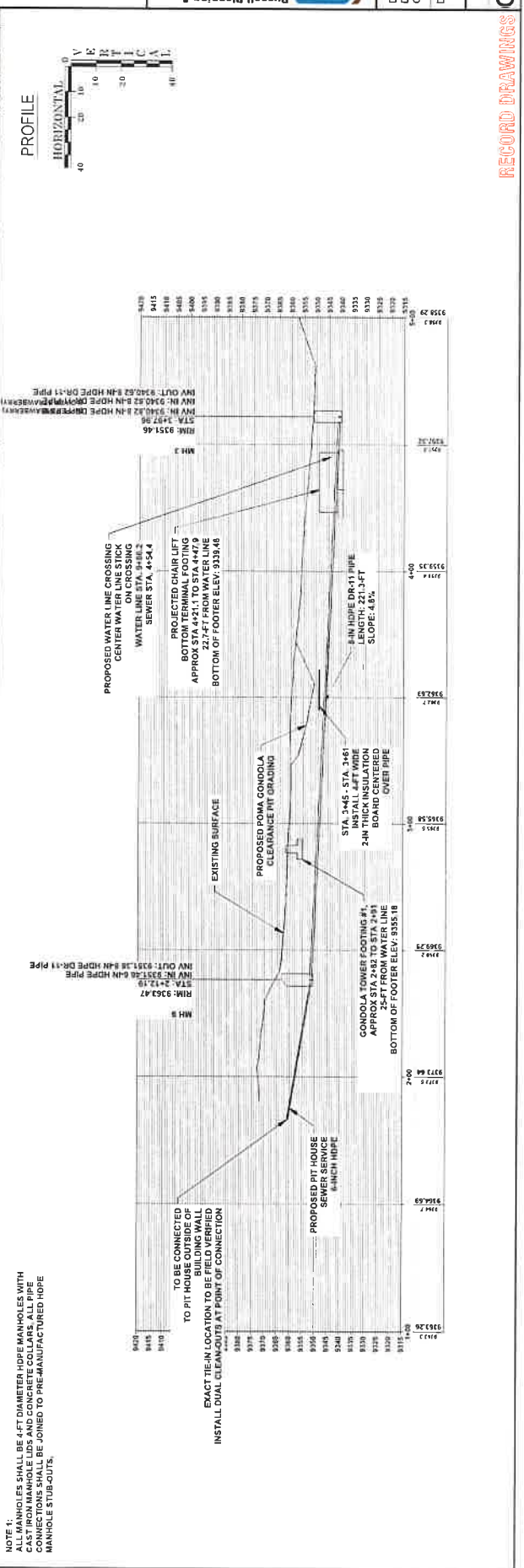




NOTE 1:
ALL MANHOLES SHALL BE 4-FT DIAMETER HDPE MANHOLES WITH
CAST IRON MANHOLE LIDS AND CONCRETE COLLARS. ALL PIPE
CONNECTINGS SHALL BE JOINED TO PRE-MANUFACTURED HDPE
MANHOLE STUB-OUTS.



C-206A



811
CALL 811
BEFORE YOU DIG
TWO WORKING DAYS
Earl W. Smith, Inc.

STRAWBERRY HILL UTILITIES
TAOS SKI VALLEY, NM
DRY UTILITIES SITE PLAN

Russell Planning & Engineering, Inc.
974 West Avenue, Suite C
Durango, Colorado 81301
Phone: (970) 289-6318
Fax: (970) 289-1032

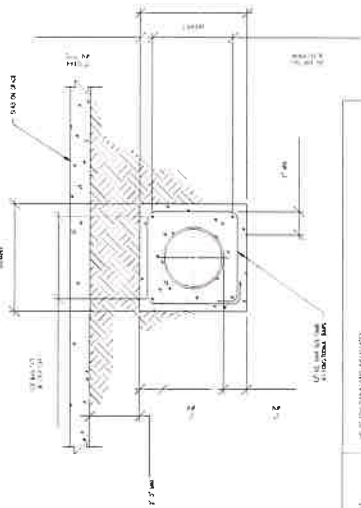
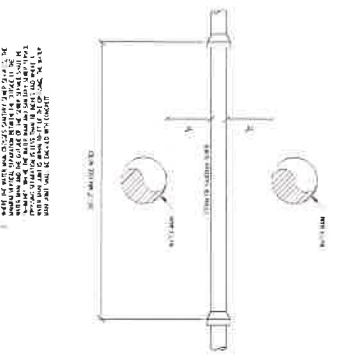
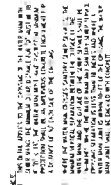
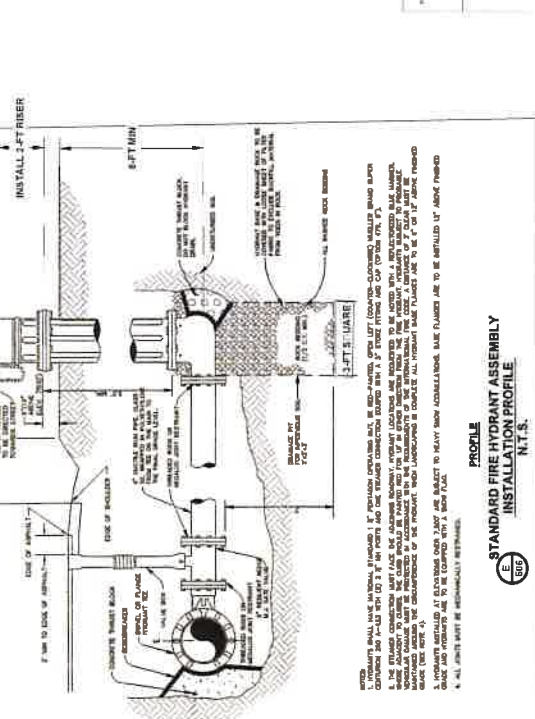
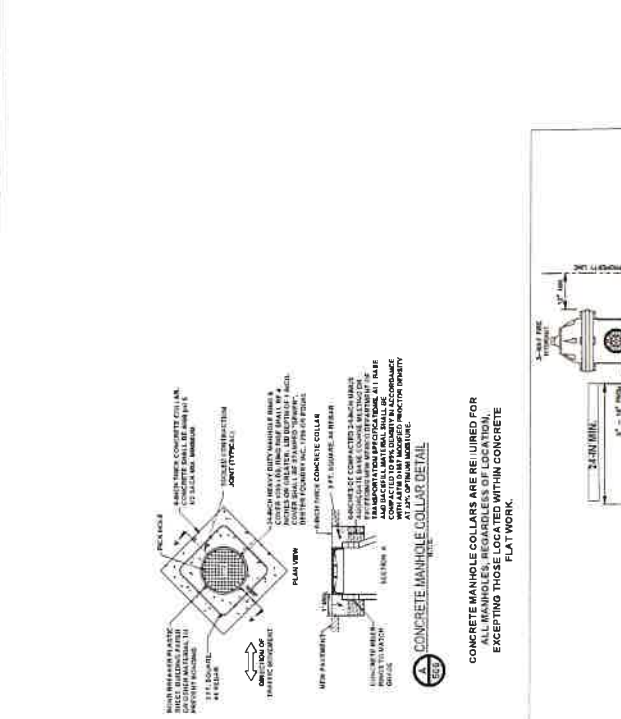
Drawn:	PT
Drafted:	PT
Checked:	DC
Date of Submittal:	02/15/2018
8 OF 11	

RECORD DRAWINGS



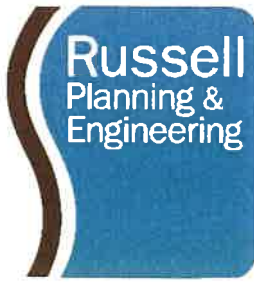
RECORD DRAWINGS

- THIS RECORD DRAWING IS A COMPILED REPRESENTATION OF THE CONSTRUCTED PROJECT BASED ON INFORMATION PROVIDED BY OTHERS TO DATE.
- THE SOURCES, DATES, AND BASIS OF INFORMATION USED IN THE PREPARATION OF THESE RECORD DRAWINGS ARE AS FOLLOWS:
 - PROJECT INFORMATION PROVIDED BY RCD TAIL SURVEYING, INC.
 - SITE VISITS AND DISCUSSIONS DURING CONSTRUCTION.
 - SITE DISCUSSIONS WITH VICE-PAVING AND GRAVEL, AND THEIR SUBCONTRACTORS IN 2017.
- BASIC OF VERTICAL DATUM FOR SURVEY WORK IS NAVD 83.
- THE USER OF THIS INFORMATION SHOULD NOT RELY ON THE INFORMATION FOR FUTURE DESIGN OR CONSTRUCTION PURPOSES AND PRIOR TO ANY FUTURE EXCAVATION SHALL OBTAIN LOCATES ON ALL SUBSURFACE INFRASTRUCTURE.

[illegible]


STANDARD FIRE HYDRANT ASSEMBLY
INSTALLATION PROFILE
PROFILE
N.T.S.

N.T.S.



934 Main Ave., Unit C
Durango, CO 81301
Ph (970) 385-4546
Fax (970) 385-4502
Dir: (970) 422-4844

Strawberry Hill 2017-2018 Infrastructure Improvements

7/3/2019

Subject: Strawberry Hill Public Infrastructure within the Village of Taos Ski Valley – 2017 and 2018

During 2017 and continuing into 2018, numerous public and private infrastructure projects were completed as a part of the continued improvements within the Village of Taos Ski Valley and the overall upgrades that had been documented as a part of the 2011 Water and Sewer Master Plans prepared for and adopted by the Village. This narrative explains the scope of each of the projects completed.

Strawberry Hill - Sanitary Sewer

The former 6-inch clay tile sanitary sewer line slip-lined with High Density Polyethylene (HDPE) liner of unknown condition, originated between the Pit House and the Kandahar Condominiums and tied into the existing manhole in front of the VTSV office building.

It was replaced with new, 8-inch diameter, HDPE DR-11 pipe and HDPE manholes. The new line provides sewer service for future construction at Area I, the existing Pit House, Kandahar Condominiums and the Children's Center, and mitigates a prior condition of substandard and arguably unsafe services within the Village. The sewer lines serving Kandahar Condominiums were also replaced with 6-inch diameter HDPE DR-11 pipe and one HDPE manhole. All sanitary sewer pipe sizes and other specifications for the project satisfy the 1/24/2011 VTSV Schematic Sewer Master Plan prepared by McGlaughlin Water Engineers.

There are three cracked concrete manhole collars located on Strawberry Hill that are being repaired as part of the warranty. The work for this is scheduled for summer of 2019.

Strawberry Hill - Water

The former 6-inch PVC water line, of unknown cover and condition, began at Sutton Place and extended along Strawberry Hill to a point even with the Pit House where it transitioned to 6-in. ductile iron pipe and continued to the Children's Center. At the Children's Center the line entered the building, ran through a pressure reduction valve within the building. Two water lines exited the building, with a high-pressure zone feeding all connected VTSV-served buildings west of Firehouse Rd and south of Rio Hondo, and a low-pressure zone feeding the TSVi Vehicle Maintenance Facility (VMF) and VTSV sewer treatment plant.

This 6-in pipe across Strawberry Hill was abandoned in its entirety and replaced with 8-inch diameter, class 350, zinc-treated, concrete lined, asphaltic coated Ductile Iron Pipe (DIP) waterline. The pipe is insulated beneath the proposed Gondola terminal plaza between Edelweiss Lodge and Spa and Mogul Medical. All joints in the new water line are mechanically restrained and have concrete thrust blocks at all bends. The new water line connects to the water main under Sutton Place at a new tee and 3-valve cluster. The fire hydrant at the Gondola plaza was relocated on Sutton Place, and per request from Ray Keen at VTSV Public Works, the existing 6-in PVC line serving the new hydrant location was replaced with VTSV-supplied DIP.

There is one outstanding issue with the private water service serving the building at the Sutton Gondola Plaza. There is work remaining to install a valve can to allow for access to the existing corporation stop (water) valve located immediately adjacent to the water main. While this work is not TIDD-reimbursable, we note this as work remaining to be completed, it is currently scheduled for completion in summer of 2019.

Two new tees and valves were installed to serve the Edelweiss fire and domestic water feeds. An isolation valve is located on the water main immediately downstream of the two Edelweiss water services.

A tee (capped) and 3-valve cluster was installed to serve future development at Area i.

A new 4-way cross and 4-valve cluster connects a 6-inch diameter DIP waterline serving the 4 buildings of the Kandahar Condominiums, terminating at the Kandahar-owned and maintained "hot box" manifold. The same cross and 4-valve cluster also serves the Pit House with a new connection to the old Pit House service line.

The new 8-in DIP water line continues to a point outside the Children's Center where a new tee and 3-valve cluster branches off to feed both the Children's Center and VTSV-owned and maintained Pressure Reducing Valve (PRV) located inside the building.

The new 8-in DIP water line continues south and east of the Children's Center and connects to the old water line in front of the current VTSV office building, serving Snowbear and Rio Hondo Condominiums on the high-pressure zone.

The new 8-in DIP water line is teed in the Children's Center Arrival Ct area where it extends to the banks of the Rio Hondo. There it feeds a new fire hydrant serving the Children's Center, Rio Hondo Condos and the Village Office Building and is stubbed out to connect to a future PRV north of the Children's Center.

Within the Children's Center, the old VTSV PRV was re-plumbed and continues to serve the "low pressure" water distribution zone via a new 4-in DIP water line exiting the Children's Center. This 4-in DIP water line extends to the west of the building where it connects to the old water line currently serving the TSVi Vehicle Maintenance Facility and the VTSV sewer treatment plant.

A groundwater relief trench was installed across all utility trenches to cut-off groundwater from following the Strawberry Hill utility trenches into the VTSV office driveway and Children's Center arrival court areas.

All installed water pipe sizes and other specifications for the project satisfy the 1/24/2011 VTSV Schematic Water Master Plan prepared by McGlaughlin Water Engineers. The new line provides service for future construction near the Pit House as well as all existing services. These improvements provide for consistent and reliable domestic water and fire flow through properly specified pipes to all users.

Strawberry Hill - Dry Utilities

A 4-in diameter Medium Density Polyethylene (MDPE) SDR 11 natural gas line was installed by New Mexico Gas to the Children's Center from Sutton Place in 2016. The regrading of Strawberry Hill necessitated the reburial of this line. The line was also extended to connect with existing natural gas lines in Firehouse Road, completing a looped system that benefits all users connected to this line on Strawberry Hill, Firehouse Road, and Sutton Place.

Underground electric lines were installed across the new Strawberry Crossing of the Rio Hondo, feeding Edelweiss, Mogul Medical, Children's Center, Pit House, and private TSVi infrastructure, removing the need for the former overhead electric feed. The overhead electrical lines crossing the Rio Hondo from TD-15 to the transformer and switch gear near Edelweiss were removed.

Underground communication lines were installed connecting Sutton Place with The Pit House and the Children's Center where they serve multiple cellular carriers and the associated cell tower locations and equipment.

Strawberry Crossing

River Crossing

The former crossing of the Rio Hondo at Strawberry Hill consisted of approximately 20 railroad car decks placed across the river coving about 6,000 square feet. In 2017 the railroad car decks were removed and replaced with a 9-ft. rise, 18-ft. span, 32-ft. long precast concrete modular bridge.

The bridge is designed to safely convey the 100-year storm within the Rio Hondo, which now provides protection to the overall Village as well as adjoining and upstream property owners. Stabilization of the river bottom to prevent scouring was also completed to further improve the aquatic habitat for this section as well as downstream sections of the Rio Hondo. The crossing is designed to accommodate full vehicular traffic loading (HS-20), along with an adjacent 8 ft-wide concrete pedestrian sidewalk.

Strawberry Crossing - Dry Utilities

Underground dry utility conduit and carrier lines were installed across the new Strawberry Hill crossing as well as provisioning for any future needs. The utilities include four 4-in PVC conduits carrying primary Kit Carson power

currently serving Edelweiss, Mogul Medical, Pit House, St. Bernard, Gondola Plaza and Snakedance Condominiums. The installation of the Strawberry Hill crossing allowed for the removal of the former overhead power line crossing the Rio Hondo approximately 200-ft. upstream. This is consistent with the effort being made throughout the Ski Valley and NM Hwy 150 corridor to underground the power feeds in an effort to improve electric reliability, further enhance the riparian corridor, and improve the pedestrian experience along the boardwalk and JR Ramming trail in this area.

Gondola Plaza

Gondola Plaza – Storm Drain

One culvert inlet and one curb inlet were installed to collect runoff from Sutton Place which had formerly drained towards Edelweiss. The flow from these inlets are now captured and run through the storm system on the west side of Sutton Place.



934 Main Ave., Unit C
Durango, CO 81301
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Dir: (970) 422-4844

November 15, 2019

TO: Anthony Martinez
Public Works Director
Village of Taos Ski Valley

PROJECT: Strawberry Hill Utilities

SUBJECT: Engineer's Certification for the installation of water and sewer utilities on and across Strawberry Hill in the Village of Taos Ski Valley, NM.

The above-mentioned project was completed in 2017 with warranty work performed in 2018 and 2019. The original construction plans were prepared by Russell Planning and Engineering (now SEH). Based on construction observations performed by Russell Engineering during construction operations during the summers of 2017, 2018 and 2019, we certify that the project was constructed in substantial compliance with the stamped drawings with the following exceptions;

Sanitary Sewer

1. The inverts of the Rhino manholes were fabricated in a way that left pooling inside the manholes. This was corrected in 2018 under warranty.
2. Manhole 9 (Pit House Manhole) was discovered to have a large crack in the base. This manhole section was replaced under warranty in the summer of 2018.
3. Several manhole concrete collars were cracked and were replaced under warranty in 2019.

Water line

1. The water service to the gondola plaza was installed without access via a valve can to the corporation stop. This was remedied in 2019 under warranty.

The sources, dates, and basis of information used in the preparation of this record drawing are as follows:

- Site observations during construction by Russell Planning and Engineering from 2017 through 2019.
- Discussions with James Vigil, owner of Vigil's Asphalt and Gravel, during multiple site visits and phone calls conducted from 2017 to 2019.

If you have any questions, please contact myself to discuss further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Drew Chandler', with a stylized, cursive script.

Drew Chandler, PE



Vigil's Asphalt & Gravel

P.O. Box 242

Ranchos de Taos, NM 87557

(575)770-4444

11/13/19

Anthony Martinez
Public Works Director
Village of Taos Ski Valley
7 Firehouse Rd
Taos Ski Valley, NM 87525

Re: Strawberry Hill Utilities

Dear Mr. Martinez,

I have worked with Drew Chandler, with Russell Planning and Engineering (now SEH) to put together this summary of the water line pressure test for the water line installed on Strawberry Hill in 2017.

On August 23rd, 2017 Vigil Asphalt and Gravel tested the water line installed on Strawberry Hill according to the test procedures outlined in the email from Drew Chandler dated 8/23/2017 (attached) which references the AWWA C-600 test procedure. The test was performed at the fire hydrant adjacent to the Pit house and included the new ductile iron water line installed from Sutton Place to the connection to the existing water line at the valve cluster at the new arrival court near the Children's center.

Present during the test were myself and my crew and at times Joey Apodoca (VTSV), Chris Oliver with Russell Planning and Engineering, and I believe Olaf Mingle (VTSV). The static pressure at the gage prior to pressuring the line for the test was approximately 100 psi. I have attached a photo of the test gage during the testing, however I do not have a photo at the end of the test.

The test procedure allows for up to a 5 psi pressure drop before additional water must be added to the system to keep the system pressure above the test pressure. Additional water was added during the 2 hour test, but the water added was less than the allowable 1.6 gallons, at which point the successful test was concluded.



Photo 1 - Initial test pressure on 8/23/17 - Strawberry Hill water line. Test pressure was reduced to 150 psi to begin the test.

Thank you,

James Vigil, Owner, Vigil Asphalt and Gravel

TSV - Strawberry Hill Water Line Pressure Test Procedure and allowable make-up water

Drew Chandler

Tue 8/22/2017 4:38 PM

To: James Vigil (jvigil@taosnet.com) <jvigil@taosnet.com>

Cc: Joey@VTSV.org <Joey@VTSV.org>; Olaf Mingo <olaf@vtsv.org>; Ray Keen <rkeen@vtsv.org>; Christopher Oliver <ChrisO@russellpe.com>; Bob Daniel <bdaniel@gwaymanagement.com>

James,

The pressure and leakage test shall be performed at the same time over the course of 2 hours. The allowable leakage rate for the 2-hour test is 5 psi. The test pressure needs to be maintained within 5 psi of the initial pressure using make-up water to keep the system pressurized. The volume of allowable make-up water shall be no more than 1.6 gallons in 2 hours.

This is all according to AWWA C-600 (Installation of DIP), Section 5.2.1.4 Testing allowance using the following formula:

$L = [S * D * (P)^{1/2}] / 148,000$

Where:

L = testing allowance (makeup water), in gallons per hour = 0.81

S = length of pipe tested, in feet = 1,230 ft (including Pit House lateral)

D = nominal diameter of the pipe, in inches = 8

P = Square root of average test pressure during the hydrostatic test, in pounds per square inch (gauge) at 1.5 times static working pressure. ($1.5 * 100 \text{ psi} = 150 \text{ psi}$).

Thanks,

Drew



Drew Chandler

Engineering Manager

Phone (Direct) 970-459-1188



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GRANT OF EASEMENTS FOR WATER AND SEWER LINES

Parties

Grantor: Strawberry Hill Development, LLC, a Delaware limited liability company

Grantee: Village of Taos Ski Valley, a New Mexico municipal corporation

Recitals

A. Grantor is the owner of certain real property called "Strawberry Hill, Tract 3", all as more particularly described on Exhibit A hereto, on, under, and in which, lies installed water and sewer lines which have been dedicated to the Grantee Village of Taos Ski Valley.

B. Grantee is a New Mexico municipal corporation and owner and operator of a public water and sewer system and facilities.

C. Grantor desires to grant hereby two non-exclusive utility easements for such installed and dedicated water and sewer lines located on its land and to grant limited maintenance access thereto the Grantee for the repair and maintenance of such utility lines under certain restrictive conditions as set forth hereafter.

NOW, THEREFORE, the Grantor grants to Grantee as follows:

1. Grantor hereby grants to Grantee two perpetual, non-exclusive easements for the water and sewer lines dedicated to the Grantee as constructed and installed on Grantor's land and for limited maintenance access thereto, all as more particularly described on Exhibit B hereto, subject to the limitation on such maintenance access thereto stated hereafter in paragraph 2.

2. The Grantee's access for maintenance of the water and sewer lines on Grantor's land described on Exhibit B hereto is limited and restricted as follows:

a) All regularly-scheduled maintenance on the Village-owned utility lines shall be performed when snow is not present and during times when TSVI's ski area is not in operation and accessed from the closest access points causing the least disruption of Grantor's use;

b) If emergency access is required for emergency repair and maintenance by the Village during periods when access is made difficult due to snow or when the ski area is open, Grantor agrees to provide its then-available equipment and its then-available staff and employees to assist the Village in removing snow to gain access to the Village's utilities for such emergency repairs and maintenance.

3. These non-exclusive utility easements shall run with the land and shall bind and benefit the parties hereto, their heirs, successors, and assigns.

4. This Grant of Easement shall be recorded in the real estate records of Taos County, New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2019.

GRANTOR:

STRAWBERRY HILL DEVELOPMENT, LLC

By: _____
Its: _____

Acknowledgement

STATE OF NEW MEXICO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,
_____ of Strawberry Hill Development, LLC this _____ day of
_____, 2019.

Notary Public

My commission expires:

PROPERTY DESCRIPTION

Tract 3 Strawberry Hill

A tract of land within the Antoine Leroux Grant in the Village of Taos Ski Valley, Taos County, New Mexico, located within Projected Sections 4 and 9, Township 27 North, Range 14 East, NMPM, and more particularly described as follows:

BEGINNING at the SW corner of this tract, a 1/2" rebar set with a cap stamped NMPS 11770, from whence a 1/2" rebar with an aluminum cap stamped LS 11183 found at the Taos Ski Valley medevac helipad bears N 42° 06' 28" W, 1,879.50 ft. distant, thence:

N 00° 11' 21" W, 247.01 ft. to a 1/2" rebar set, thence:
N 40° 17' 48" E, 23.70 ft. to a 1/2" rebar set, thence:
N 07° 42' 10" E, 84.20 ft. to a 1/2" rebar set, thence:
S 85° 14' 25" E, 55.74 ft. to a 1/2" rebar set, thence:
N 05° 12' 20" E, 59.59 ft. to a 1/2" rebar set, thence:
N 70° 34' 34" W, 93.50 ft. to a 1/2" rebar set, thence:
N 64° 13' 49" W, 123.08 ft. to a 1/2" rebar set, thence:
N 82° 33' 09" W, 238.16 ft. to a 1/2" rebar set, thence:
N 00° 02' 15" E, 68.54 ft. to a point, thence:
N 67° 09' 59" W, 168.07 ft. to a 1/2" rebar set, thence:
N 02° 07' 00" E, 88.35 ft. to a 1/2" rebar set, thence:
N 00° 29' 51" W, 25.00 ft. to a 1/2" rebar set, thence:
N 00° 29' 44" W, 113.50 ft. to the NW corner of this tract, the southerly boundary of the Carson National Forest, a point on the centerline of the Rio Hondo, from whence a 1/2" rebar found as a witness corner bears S 00° 29' 44" E, 39.50 ft. distant, thence along said rio centerline and forest boundary the following meander courses:
S 88° 34' 18" E, 75.64 ft. to a point, thence:
S 42° 58' 17" E, 78.82 ft. to a point, thence:
N 88° 59' 37" E, 44.11 ft. to a point, thence:
S 72° 26' 08" E, 212.62 ft. to a point, thence:
N 76° 27' 23" E, 43.31 ft. to a point, thence:
S 62° 36' 03" E, 109.11 ft. to a point, thence:
S 76° 04' 48" E, 141.11 ft. to a point, thence:
N 73° 37' 58" E, 59.75 ft. to a point, thence:
S 85° 03' 12" E, 63.70 ft. to a point, thence:
N 72° 12' 25" E, 123.27 ft. to a point, thence:
N 80° 31' 37" E, 73.68 ft. to a point, thence:
S 60° 59' 41" E, 41.33 ft. to a point, thence:

S 39° 35' 02" E, 27.05 ft. to a point from whence a 1/2" rebar with a cap stamped LS 5213 found as a witness corner bears S 00° 03' 49" W, 67.19 ft. distant, thence leaving said rio centerline and forest boundary:

S 00° 03' 49" W, 279.85 ft. to a 1/2" rebar set, thence:

S 77° 06' 56" E, 172.07 ft. to a 1/2" rebar set, thence:

S 23° 30' 37" E, 22.02 ft. to a 1/2" rebar set, thence:

S 12° 51' 49" W, 108.62 ft. to a 1/2" rebar set, thence:

N 77° 02' 34" W, 122.22 ft. to a 1/2" rebar set, thence:

S 12° 47' 02" W, 76.96 ft. to a 1/2" rebar set, thence:

S 24° 28' 26" E, 44.55 ft. to a 1/2" rebar found with a cap stamped LS 11183, thence:

S 46° 56' 05" E, 72.88 ft. to a 1/2" rebar set,, thence:

S 80° 05' 12" E, 137.99 ft. to a 1/2" rebar set, thence:

S 84° 20' 04" E, 118.80 ft. to a 1/2" rebar found with a cap stamped LS 11183, thence:

N 54° 52' 11" E, 61.48 ft. to the northeasterly corner of this tract, a 1/2" rebar found with a cap stamped LS 11183, thence:

S 33° 30' 35" W, 390.39 ft. to the southeasterly corner of this tract, a 1/2" rebar set, thence:

N 82° 52' 20" W, 198.23 ft. to a 1/2" rebar set, thence:

N 69° 56' 24" W, 526.85 ft. to the POINT OF BEGINNING.

This tract contains 15.031 acres more or less, as shown on Red Tail Surveying, Inc. plat no. 1805.02, entitled "Parcel M" Taos Ski Valley, Inc., dated 19 January 2015, prepared by Robert A. Watt, NMPS #11770.

Within the Antioine Leroux Grant in the Village of Taos Ski Valley, Taos County, New Mexico

LEGEND

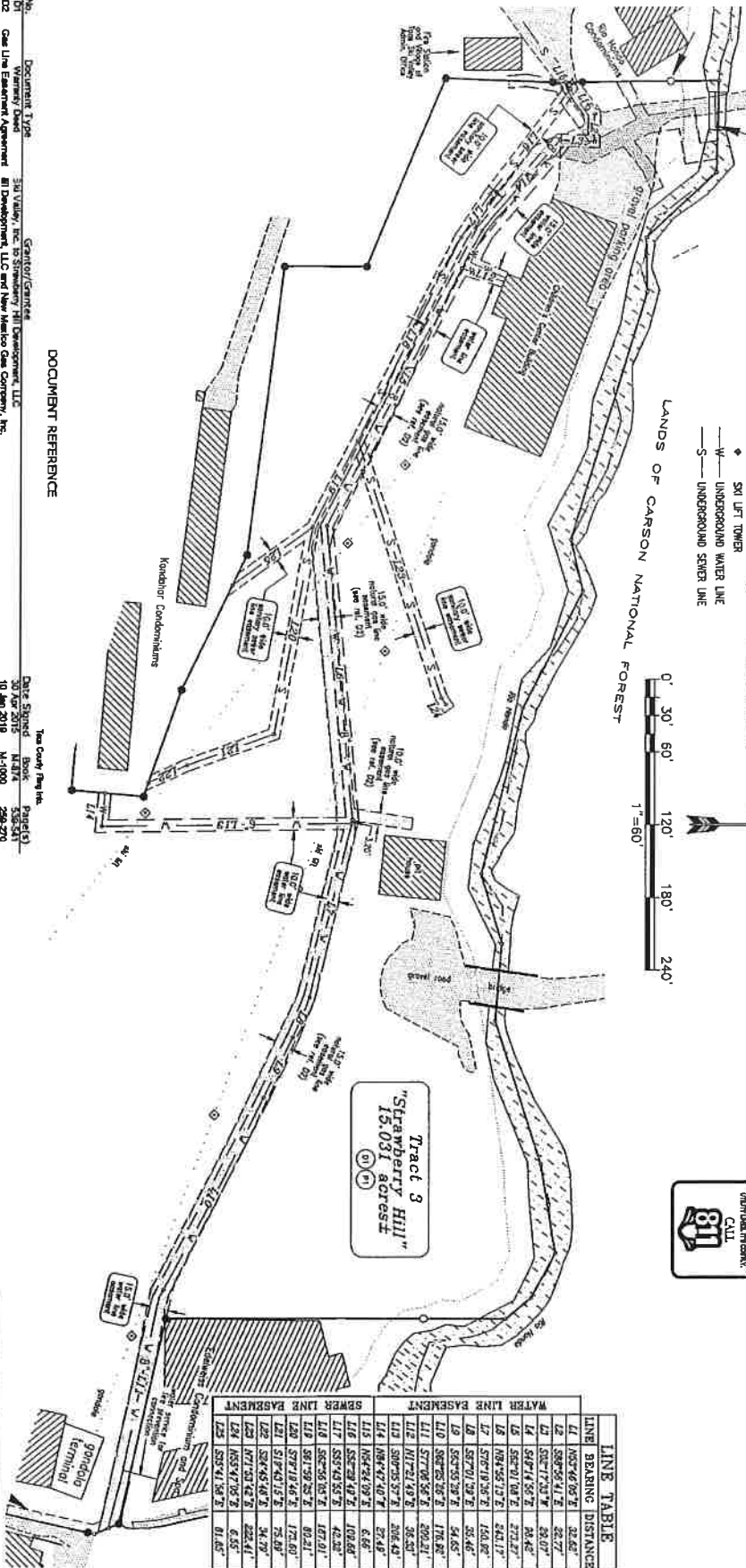
- 1/2" REAR SET w/ CAP STAMPED MAPS 11770
- POINT OF BEGINNING OF DESCRIPTION
- 1/2" REAR FOUND (OR AS NOTED)
- C/F CLAIMANT OR FORMER OWNERSHIP
- WATERCOURSE FLOWLINE
- DEED REFERENCE
- POINT NOT SET
- PIPE FOUND
- SKI LIFT TOWER
- UNDERGROUND WATER LINE
- UNDERGROUND SEWER LINE
- AREA OF EXISTING NATURAL GAS LINE
- ESSENTIAL (See ref. D2)



- SURVEY NOTES**
- The plat is created to indicate an easement for infrastructure installed on the subject land in 2018. See ref. P1 for dimensions for the full perimeter of Tract 3, Strawberry Hill. The subject easements are intended to be entered on the actual water and sewer lines as built.
 - The water and sewer line easements shown are shown by client's request. The easement is not valid until within documents, which are being prepared based on this plat, are acknowledged and recorded subsequent to the completion of this survey.
 - There are other buried utilities located on the subject property which were not located as part of the easement survey. Always call before excavating.



LINE TABLE	
LINE	BEARING DISTANCE
L1	N65°46'05"E 32.66'
L2	S89°54'13"E 26.77'
L3	S55°17'53"W 29.07'
L4	S49°14'58"E 38.45'
L5	S50°01'08"E 273.87'
L6	N04°55'13"E 243.17'
L7	S70°19'26"E 150.89'
L8	S57°01'29"E 55.46'
L9	S50°05'28"E 176.88'
L10	S77°06'54"E 200.21'
L11	N17°21'49"E 35.25'
L12	S09°05'57"E 206.40'
L13	N08°42'40"W 27.49'
L14	N04°44'59"E 6.66'
L15	S58°28'47"E 109.66'
L16	S55°43'55"E 42.30'
L17	S55°43'55"E 42.30'
L18	S50°05'28"E 167.01'
L19	S81°29'25"E 80.21'
L20	S70°19'26"E 172.60'
L21	S18°43'15"E 75.69'
L22	S50°45'48"E 34.79'
L23	N07°13'42"E 222.41'
L24	N05°47'05"E 6.55'
L25	S50°45'48"E 81.65'



DOCUMENT REFERENCE

No.	Document Type	Grantor/Grantee	Date Signed	Book	Page(s)
P1	Gas Line Easement Agreement	Strawberry Hill Development, LLC	20 Apr 2015	N438	532-533
P2	Water Line Easement Agreement	Strawberry Hill Development, LLC and New Mexico Gas Company, Inc.	10 Jan 2018	N4-1000	259-270

No.	Title	Surveyor	MAPS #	Date	Am't	Chk't	Page
P1	Gas Line Easement Agreement	Robert A. Wolt	11770	18 Jan 2015	—	F	348
P2	Water Line Easement Agreement	Robert A. Wolt	11770	20 Jan 2018	—	F	814

PLAY REFERENCE



Red Tail Surveying, Inc.
Complete Land Surveying and
Estate Information Services
301-A Hyde Street
Taos, New Mexico 87570-4454
575-238-7461
www.redtailsurveying.com

EASEMENT SURVEY
Current owner: Strawberry Hill Development, LLC
Project: Sections 4 & 5, T.27N., R.10E., N.M.P.M.
As Built 2019
Water and Sewer Easements from
Strawberry Hill Development, LLC
(Tract 3) to
Village of Taos Ski Valley

Robert A. Wolt, N.M.P.S. #11770

Date

DRAWN: JCM/C

PROF: Robert A. Wolt

Date: 17 July 2019

Scale: 1"=60'

Job no. 2006.008.VTSV

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

[For Limited Access to TSVI's RHLC Building For Village Maintenance of A Pressure Reducing Valve (PRV) on Village Water Line]

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT ("Agreement") is entered into this ____ day of _____, 2021 (the "Effective Date") between TAOS SKI VALLEY, INC., a New Mexico corporation ("TSVI") and the VILLAGE OF TAOS SKI VALLEY, an incorporated New Mexico municipal corporation (the "Village" or "VTSV"), and. TSVI and the Village are collectively referred to hereinafter as "the Parties." This Agreement is entered into by the Parties to set forth the terms and conditions under which TSVI will allow Village employees and/or maintenance contractor agents to access TSVI's Rio Hondo Learning Center Building ("RHLC") to inspect, operate and maintain a Pressure Reducing Valve (PRV) on the Village's main water line located in a mechanical room in TSVI's RHLC Building.

Recitals

A. Taos Ski Valley, Inc. Taos Ski Valley, Inc. ("TSVI") is a New Mexico corporation engaged in operating a ski area in and near the Village and is the owner and operator of the RHLC (Ski School) Building located at Firehouse Road in the Village of Taos Ski Valley, all as shown on Exhibit A hereto.

B. The Village of Taos Ski Valley. The Village of Taos Ski Valley (the "Village") is an incorporated New Mexico municipal corporation and owner and operator of a public water and sewer system providing water and sewer service to the residents of the Village of Taos Ski Valley, New Mexico.

C. The Village's water service system presently includes a main water line pipe that is located and exposed in a mechanical room in TSVI's RHLC. This exposed portion of the water line has on it a Pressure Reducing Valve (PRV) apparatus that reduces and controls water pressure in the main water line caused by surges in water pressure as the water is supplied from wells and storage tanks located uphill of the RHLC Building. This PRV serves to protect user of Village water downhill and north of the RHLC Building. This PRV and water line are co-located with TSVI's building utility equipment, including its sprinkler system piping.

D. The Village needs physical access to this PRV and water line in TSVI's RHLC Building on a periodic basis for inspection, maintenance, operation, adjustment, and repair of this PRV apparatus from time to time for the protection and benefit of the public.

E. TSVI's RHLC Building is used as a day skier school and day care facility for children as part of TSVI's operation of its Ski Resort facilities during the winter ski season and for other Resort purposes year round. The actual location of the Village's PRV and its exposed water pipe is in a particularly sensitive area of the RHLC Building as it is situated next to, and accessed through, the women's bathroom facilities for the RHLC Building and thus presents certain special risks and concerns that are addressed hereinafter relating to periodic access thereto by Village personnel as well as being co-located with TSVI's building utility equipment.

F. TSVI is willing to provide limited access to the Village maintenance employees and contractors for their routine maintenance, inspections, adjustments, and repair of this PRV and water line under the following terms and conditions:

Agreement

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

1. The Village's Limited Access Rights to Maintain its PRV. The Village's maintenance employees, agents, and contractors shall have the right to enter TSVI's RHLC Building for reasonable purposes in connection with the servicing of the PRV and water line located in the basement of TSVI's RHLC Building, including but not limited to the maintenance, inspection, repair and replacement of the PRV and water line, on days and at times consented to by TSVI in advance, during regular TSVI business hours, which days and times shall not have a material adverse effect on TSVI's and the public's use and operation of the RHLC; provided, however that:

a) The Village shall be obligated to repair any damage to the RHLC Building in connection with such work to the condition such improvements existed prior to the Village undertaking its work hereunder.

b) If such routine maintenance and inspection and repairs are during the ski season with the public present, all Village employees and/or contractors shall be accompanied by TSVI personnel during such routine inspections or maintenance.

c) Notwithstanding the above, the Village shall have the right to enter the TSVI RHLC Building for any emergency purposes (pursuant to Village Code) in connection with addressing any water emergency such as a breach of the system or its PRV without the prior consent of the TSVI but shall notify TSVI thereof as soon as possible beforehand of the emergency.

d) Termination of access route. This access route granted herein will cease if the Village and/or TSVI provides direct access to the PRV room in the RHLC from the outside building at a future date.

2. Rent. The Village will pay rent to TSVI for such access in the amount of \$1.00 per year.

3. Insurance. The Village and TSVI shall maintain their own comprehensive general liability and property insurance. The Village will at all times maintain its own property and commercial liability insurance through the New Mexico Municipal League's Self-Insurance Fund with existing coverages. Nothing herein shall limit in any way the Village's immunities, rights, and limitations on liability under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*

4. Term. This Agreement shall continue in force from the date hereof and, unless sooner terminated in accordance with the provisions hereof, shall expire after ____ (4) years or on _____; or upon termination of the need for such access (see paragraph ____ below) because of relocation of either the water line or the PRV elsewhere.

5. Termination by Replacement/Relocation of Water Line or PRV Line or Separate Outside Access to the Mechanical Room. The Village may elect to terminate this Agreement by giving at least 180 days' notice of termination to PGCA for this reason alone. If the Village so elects to terminate this Agreement, the Village shall be obligated to pay all costs and expenses required in connection with the disconnection of the Plant from the System. On the effective date of such termination, this Agreement shall expire and have no further force or effect as to any event arising or occurring after the effective date of such termination, and the Village (or its successors or assigns) shall have no right to any refund or repayment of any amounts paid by the Village with respect to the Plant or the Services other than in connection with any year-end reconciliation pursuant to Section 2.2 hereof. Access through the building and women's restroom shall terminate if direct access is provided for by either TSVI or the Village to said mechanical room.

6. Remedies / Default. The parties agree that all claims, controversies or disputes arising out of or relating to this Agreement or the alleged breach hereof shall be resolved by binding arbitration administered by the American Arbitration Association (the "AAA") and conducted in Taos, New Mexico, in accordance with the terms of this Section and the Commercial

Arbitration Rules of the AAA, including the Expedited Procedures thereof to the extent applicable (the "AAA Rules"). Judgment on the award or decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall resolve any such dispute first by attempting to reach agreement between or among themselves. If the parties cannot reach such an agreement after five (5) days, then any party may initiate an arbitration under this Section by giving written notice to the other party and following the arbitration initiation procedures of the AAA Rules. Each arbitration under this Section shall be decided by one arbitrator.

Miscellaneous

7. Parties not Partners. Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers, or to render any said parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

8. No Waiver. No delay or omission by either of the parties in exercising any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver, by either of the parties of any covenant, condition, provision or performance under this Agreement, shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, provision or performance of this Agreement.

9. Captions. Article headings, captions and other similar designations are for convenience and reference only, and in no way define or limit the scope and content of this Agreement, or in any way affect its provisions.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

11. Severable Provisions. In the event any provisions or any portion of this Agreement, or the application thereof, to any person or circumstances, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, all of its other provisions and all portions thereof, and the application thereof, to any other person or circumstances, shall be severed therefrom and shall not be affected thereby, and each such provision, and portion thereof, of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Modification. No agreement shall be effective to add to, change, amend, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by each party affected.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

14. Acknowledgment by Parties / No Public Dedication or Grant of An Easement Right to TSVI's Land Hereby. No provision contained in this Agreement shall be construed to grant any gift, dedication or any irrevocable rights to the general public or for any quasi-public purpose whatsoever, of, in, or to, any portion of TSVI's land or RHLC Building thereon; it being the intention of the parties hereto that this Agreement shall be strictly limited to, or for, the purposes herein expressed, including grant of contractual licensed, and limited building access right, and no more.

15. No Third Party Beneficiary. No rights, privileges or immunities of any party hereto shall inure to the benefit of any tenant, customer, employee or invitee of the Project or the PGCA Space or any other third party; nor shall any tenant, customer, employee or invitee of the Project or the PGCA Space or any other third party be deemed to be a third party beneficiary of any of the provisions contained herein.

16. Notices. Any notice, demand, request, consent, approval or other communication, which either party hereto is required, or desires, to give or make or communicate to the other, shall be in writing and shall be given, or made or communicated by prepaid United States registered or certified mail (return receipt requested) addressed

in the case of the TSVI to: Taos Ski Valley, Inc.
Attn: Charles E. Rockey, Jr.
116 Sutton Place
Taos Ski Valley, NM 87525

with a copy to: Joseph F. Canepa, Esq.
Canepa & Vidal, P.A.
P.O. Box 8980
Santa Fe, NM 87504

in the case of the Village: Village of Taos Ski Valley
Attn: John Avila, Village Administrator
P.O. Box 100
7 Firehouse Road
Taos Ski Valley, NM 87525

with a copy to:

Susan Baker, Esq.
Village Attorney
P.O. Box 152
El Prado, NM 87529

subject to the right of each party to designate by notice similarly given a different address for or a different person to receive notices.

Any such notice, demand, request, consent, approval or other communication so made shall be deemed to have been given, made or communicated on the date actually received or refused by the recipient or addressee of such notice, as said date is indicated on the return receipt or indicated in writing by said recipient or addressee.

17. Binding Effect. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of PGCA and the Village, and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

TAOS SKI VALLEY, INC., a New Mexico
municipal corporation

By: _____
Name: _____
Title: _____

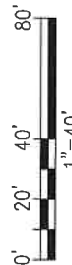
THE VILLAGE OF TAOS SKI VALLEY, a
New Mexico Municipal Corporation

By: _____
Name: _____
Its: Mayor

Per Resolution of Village Council
Dated: _____

[illegible]

- ## RV PRESSURE RELIEF VALVE



DOCUMENT REFERENCE

No.	Document Type	Grantor/Grantee	Date Signed	Book	Page(s)
D1	Warranty Deed	Taos Ski Valley, Inc. In Strawberry Hill Development, LLC.	30 Apr 2015	M-874	539-541
D2	Right-of-Way Easement	Taos Ski Valley, Inc., et al to Twinning Cooperative Domestic Sewer and Water Assoc., Inc.	29 Aug 1987	A-39	407-410

PLAT REFERENCE

No.	Title	Surveyor	NMPS #	Job No.	Date	Amd.	Cabinet	Page
P1	"Parcel M" Taos Ski Valley, Inc.	Robert A. Watt	11770	1805 02	24 Feb 2015	-	F	34-B

**TSVI Children's Center &
Village of Taos Ski Valley
Pressure Reducing Valve**

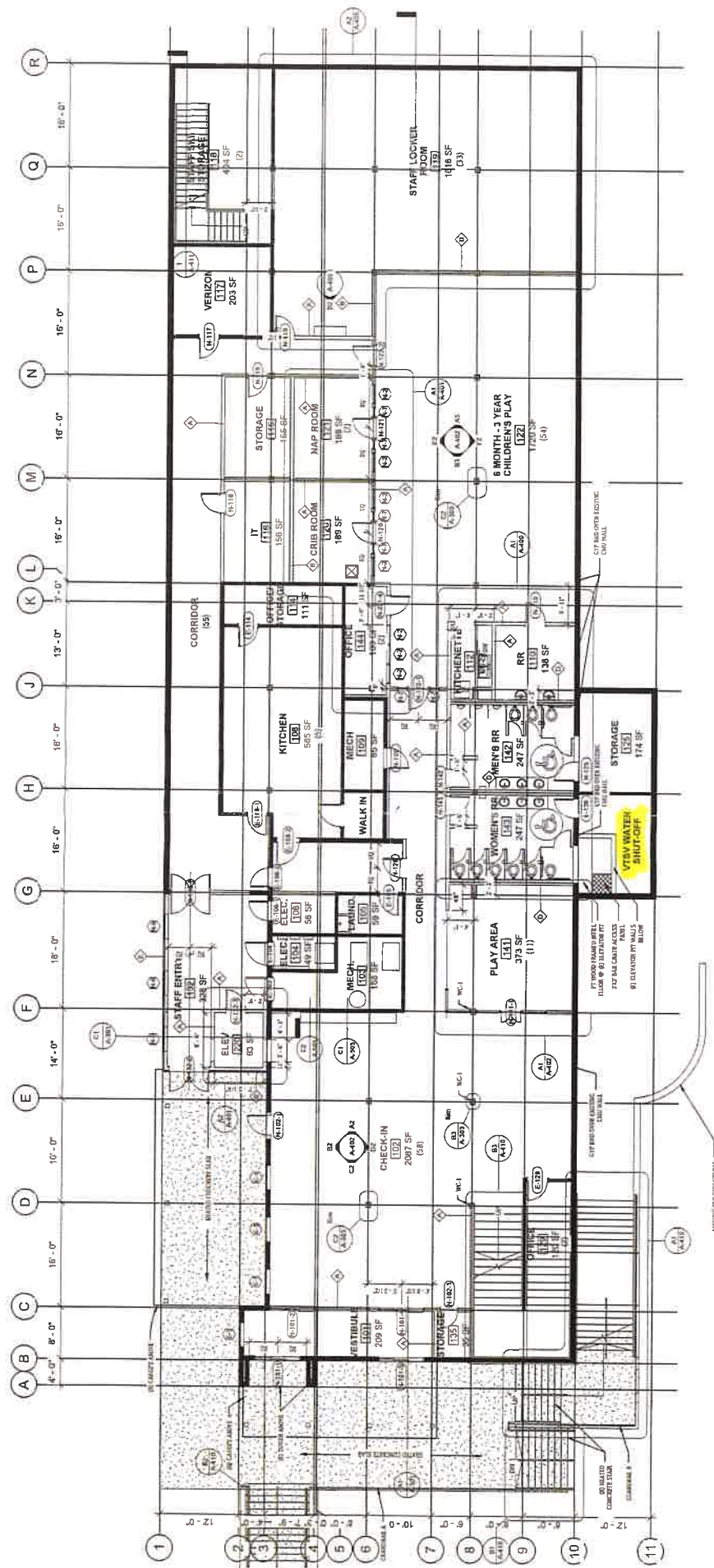
NOT A
SURVEY PLAT

SKETCH

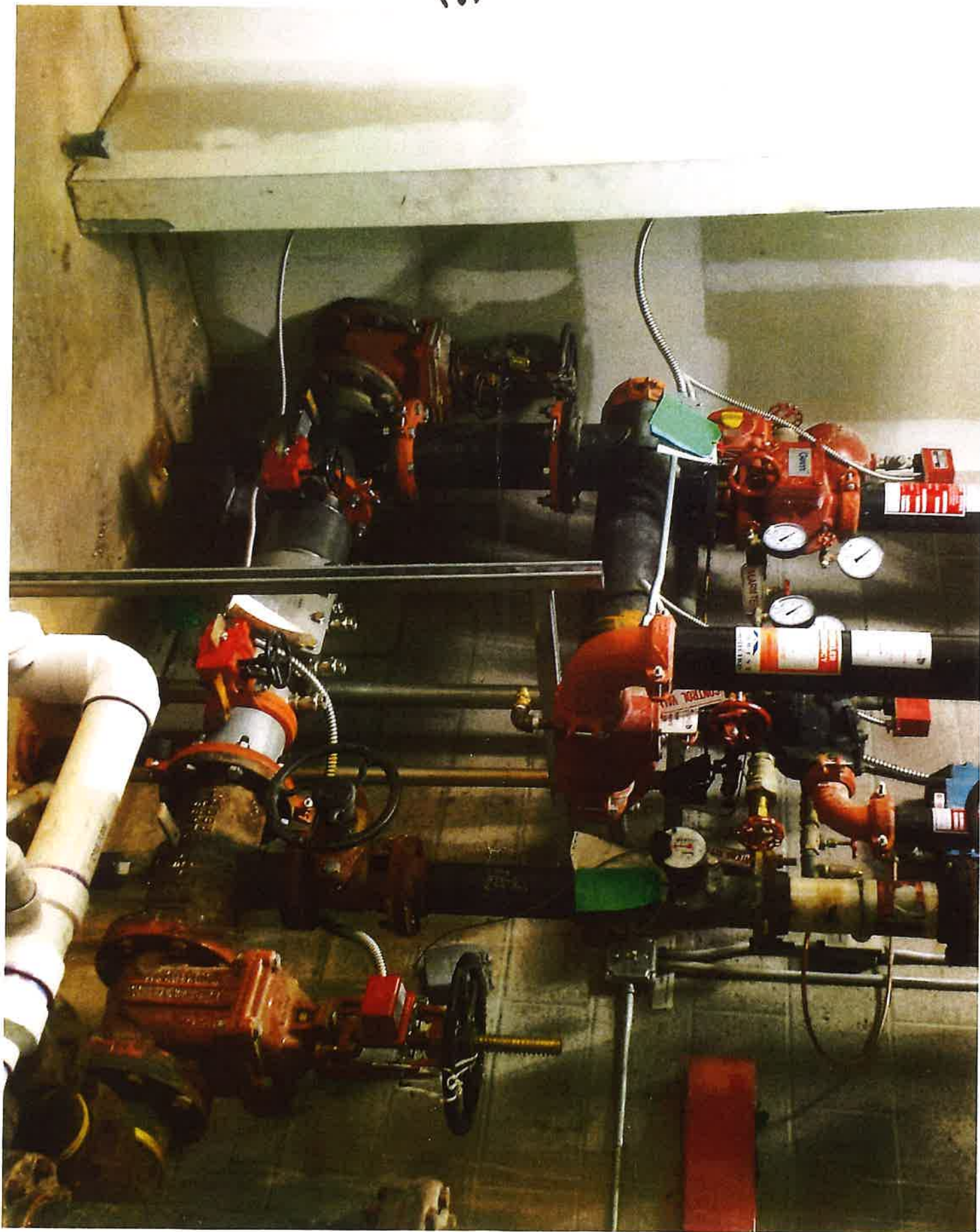


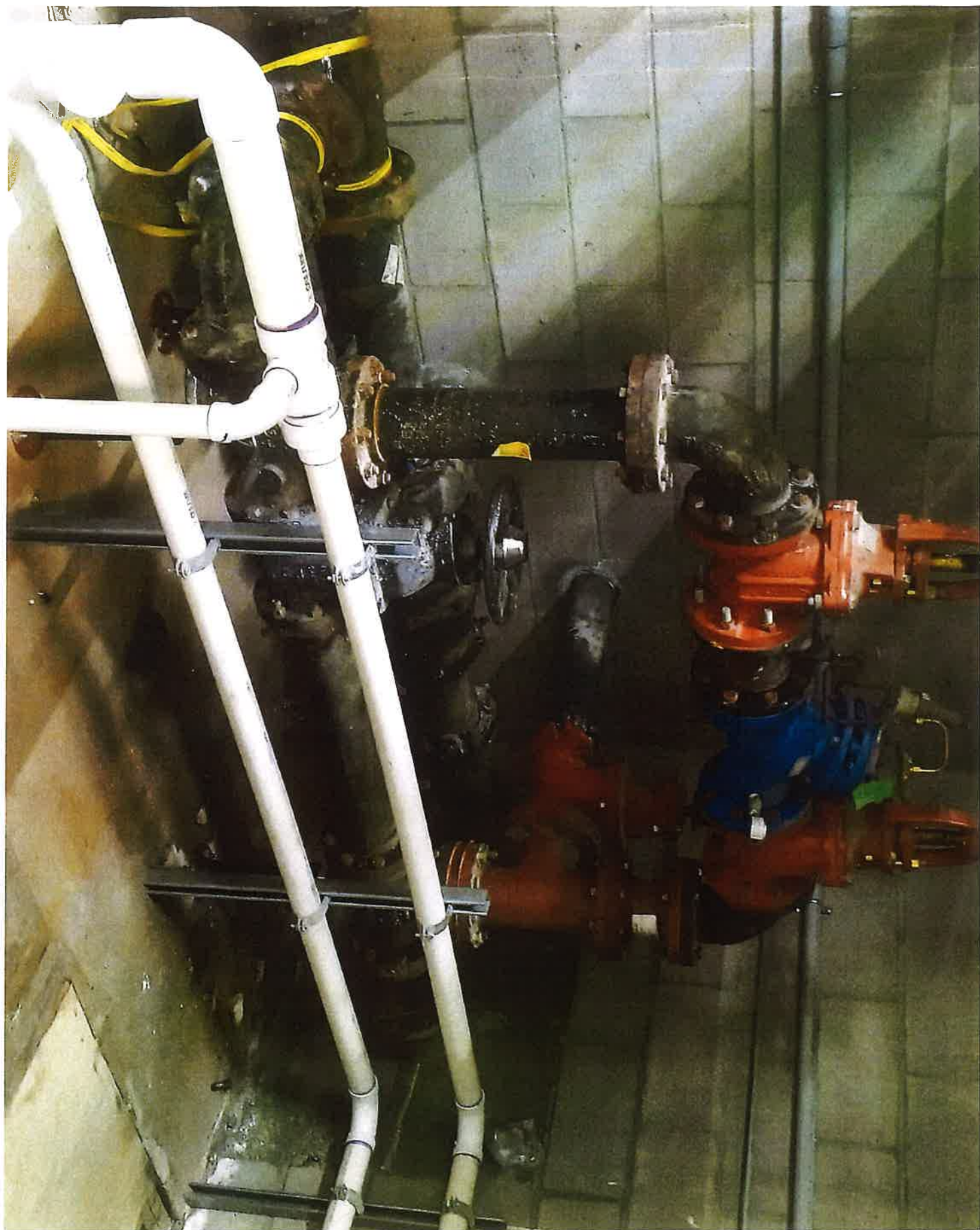
Red Tail Surveying, Inc.
Complete Land Surveying and
Earth Information Services
301-A Hinde Street
Taos, New Mexico 87571-6654
575.758.7441
www.redtailsurveying.com

NOT A
SURVEY PLAT



171





DEDICATION, BILL OF SALE AND AGREEMENT

THIS DEDICATION, BILL OF SALE AND AGREEMENT (the "Dedication") by Taos Ski Valley, Inc., a New Mexico corporation ("TSVI") is to the Village of Taos Ski Valley, a New Mexico municipal corporation (the "Village"), as follows:

WITNESSETH:

TSVI for full, good and valuable consideration, in the sum of \$1.00 (one dollar), the receipt and adequacy of which is hereby acknowledged, and for the following mutual covenants of the parties, does hereby dedicate to the Village the River Restoration & Walkway Improvements, as more particularly described in Exhibits A - E attached hereto (the "Improvements"):

TSVI hereby represents for the benefit of the Village that it owns good and merchantable title, free and clear of all liens and encumbrances, to the personal property and the Improvements which have been constructed on and in the land area as generally shown on Exhibit D hereto.

TSVI understands and agrees that, following dedication of the Improvements to the Village, the Village will retain all its right, title and interest in and to the Improvements.

The Village hereby acknowledges and agrees to accept from TSVI the delivery and assignment of all contracts, documents, agreements, material receipts, and warranties, used, executed, or received for the construction of the Improvements from the contractor/constructor of the Improvements. TSVI hereby affirms and warrants to the Village that all payments due to material suppliers, contractors, laborers, or other persons furnishing materials or services for the Improvements are paid in full and there are no outstanding balances of amounts due or liens attached to or that will be attached to the Improvements.

No modification of this Conveyance is binding upon either party, their successors, or assigns unless it be in writing, signed and dated by a duly authorized representative of both parties.

Both TSVI and the Village and their respective signatories represent and warrant that they are authorized to enter into and duly sign and acknowledge this instrument and convey and grant the interests conveyed and grant by this instrument.

This instrument is intended to facilitate the reimbursement of TSVI for the costs of the Improvements dedicated hereunder by the Village of Taos Ski Valley Tax Increment Development District, and nothing herein shall be construed as limiting the eligibility of TSVI for such reimbursement, including, without limitation, the consideration paid by the Village recited above. TSVI anticipates that it will make additional improvements to the Improvements in the future (the "Post-Dedication Improvements"). The Village hereby grants a right of entry to TSVI for the purpose of making the Post-Dedication Improvements, and agrees that title to Post-Dedication Improvements shall vest with the Village upon, and not earlier than, acceptance thereof by the Village, and that the Village's ownership of the Improvements dedicated

hereunder to be further improved with Post-Dedication Improvements shall not have the effect of vesting the title to the Post-Dedication improvements prior to the Village's acceptance of the same.

This instrument is effective as of the date and time of its recordation in the real property records of Taos County, New Mexico.

TAOS SKI VALLEY, INC.

VILLAGE OF TAOS SKI VALLEY

By _____
Authorized Officer

By _____
Mayor

Date: _____, 2022

Date: _____, 2022

TIDD Dedication Schedule of Costs
River Restoration & Walkway

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
3/16/2018	ALPINE LUMBER	762.49		762.49	Vendor billed the account of a property affiliated with TSVI ownership. Invoice references TSV bridge.
1/31/2020	ALPINE LUMBER	260.42		260.42	Vendor billed the account of a property affiliated with TSVI ownership. Invoice references TSV bridge.
10/8/2018	ATTRACTION LIGHTS LLC	2,412.50		2,412.50	Riverwalk illumination
3/31/2018	BELVEDERE PROPERTY MANAGEMENT	10,000.00		10,000.00	Resources from TSVI ownership allocated to all capital projects for project support and management (design, construction, financial)
3/22/2017	CANEPA & VIDAL, PA	812.50	-812.50	0.00	Legal invoice includes numerous unrelated, private activities. Overall allocation of legal fees pertaining to this project is approximately \$1,600 which is less than 1% of the project cost.
8/28/2017	CANEPA & VIDAL, PA	812.50	-812.50	0.00	Legal invoice includes numerous unrelated, private activities. Overall allocation of legal fees pertaining to this project is approximately \$1,600 which is less than 1% of the project cost.
1/9/2020	CHILL-AXI	7,598.40		7,598.40	Adjustments to bridge build as required by VTSV to meet its standards
8/31/2020	CHILL-AXI	16,710.39		16,710.39	Adjustments to bridge build as required by VTSV to meet its standards
2/12/2018	FASTENAL	958.64		958.64	Vendor billed the account of a property affiliated with TSVI ownership. Invoice references TSV bridge.
2/12/2018	FASTENAL	414.66		414.66	Vendor billed the account of a property affiliated with TSVI ownership. Invoice references TSV bridge.
2/12/2018	FASTENAL	104.78		104.78	Vendor billed the account of a property affiliated with TSVI ownership. Invoice references TSV bridge.
2/12/2018	FASTENAL	-574.89		-574.89	Vendor billed the account of a property affiliated with TSVI ownership. Invoice references TSV bridge.
3/19/2018	FASTENAL	96.49		96.49	Vendor billed the account of a property affiliated with TSVI ownership. Invoice references TSV bridge.
3/19/2018	FASTENAL	91.67		91.67	Vendor billed the account of a property affiliated with TSVI ownership. Invoice references TSV bridge.
3/19/2018	FASTENAL	39.06		39.06	Vendor billed the account of a property affiliated with TSVI ownership. Invoice references TSV bridge.
9/30/2017	GATEWAY MANAGEMENT CO	10,000.00		10,000.00	Allocation of project management fees based on time for numerous projects, including river restoration
9/30/2017	GATEWAY MANAGEMENT CO	10,000.00		10,000.00	Allocation of project management fees based on time for numerous projects, including river restoration
9/19/2017	GECKO LANDSCAPING INC	47,019.83		47,019.83	Detention pond landscaping
10/9/2017	GECKO LANDSCAPING INC	17,691.13		17,691.13	Detention pond landscaping
6/20/2018	GECKO LANDSCAPING INC	80,814.96		80,814.96	Boardwalk installation

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
7/31/2018	GECKO LANDSCAPING INC	5,908.00		5,908.00	Strawberry Hill landscaping
7/31/2018	GECKO LANDSCAPING INC	40,300.00		40,300.00	Strawberry Hill Landscaping
7/31/2018	GECKO LANDSCAPING INC	18,500.00		18,500.00	Riverwalk landscaping near The Blake.
7/31/2018	GECKO LANDSCAPING INC	13,000.00		13,000.00	Riverwalk landscaping near the Resort Center
8/31/2018	GECKO LANDSCAPING INC	40,904.00		40,904.00	Strawberry Hill landscaping
8/31/2018	GECKO LANDSCAPING INC	49,450.71		49,450.71	Boardwalk installation
8/31/2018	GECKO LANDSCAPING INC	21,000.00		21,000.00	Boardwalk installation
8/31/2018	GECKO LANDSCAPING INC	25,752.50		25,752.50	Strawberry Hill landscaping
8/31/2018	GECKO LANDSCAPING INC	31,668.08		31,668.08	Riverwalk landscaping near The Blake.
10/30/2018	GECKO LANDSCAPING INC	7,253.90		7,253.90	Unpaid GRT on previous invoices
10/30/2018	GECKO LANDSCAPING INC	7,187.99		7,187.99	Unpaid GRT on previous invoices
11/22/2018	GECKO LANDSCAPING INC	5,709.44		5,709.44	Boardwalk installation
11/22/2018	GECKO LANDSCAPING INC	3,017.48		3,017.48	Strawberry Hill landscaping
11/22/2018	GECKO LANDSCAPING INC	17,518.05		17,518.05	Riverwalk landscaping near The Blake.
1/25/2017	GLORIETA GEOSCIENCE, INC	16,022.98		16,022.98	Stream restoration - Burroughs & Strawberry Hill sections
10/31/2017	GLORIETA GEOSCIENCE, INC	1,834.18		1,834.18	Prepare response to Amigos Bravos inquiry regarding riverwork.
1/10/2018	GLORIETA GEOSCIENCE, INC	2,719.97		2,719.97	50% allocation by project manager based on equivalent time spent on two projects
4/24/2018	GLORIETA GEOSCIENCE, INC	615.90		615.90	Engineering re EB Lake Fork section
4/24/2018	GLORIETA GEOSCIENCE, INC	465.82		465.82	Engineering re Strawberry Hill section
4/24/2018	GLORIETA GEOSCIENCE, INC	265.89		265.89	Engineering re EB Lake Fork section
5/21/2018	GLORIETA GEOSCIENCE, INC	594.87		594.87	Engineering re Strawberry Hill section

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
8/31/2018	GLORIETA GEOSCIENCE, INC	3,191.19	-1,595.60	1,595.60	50% allocated to TIDD based on estimated time spent. Balance to non-TIDD project.
9/25/2018	GLORIETA GEOSCIENCE, INC	8,113.56	-4,056.78	4,056.78	50% allocated to TIDD based on estimated time spent. Balance to non-TIDD project.
10/17/2018	GLORIETA GEOSCIENCE, INC	5,476.16		5,476.16	Engineering re Strawberry Hill section
10/17/2018	GLORIETA GEOSCIENCE, INC	1,999.46	-999.73	999.73	50% allocated to TIDD based on estimated time spent. Balance to non-TIDD project.
10/17/2018	GLORIETA GEOSCIENCE, INC	224.96		224.96	Allocation by project manager based on estimated time spent
12/24/2018	GLORIETA GEOSCIENCE, INC	976.62	-488.31	488.31	50% allocated to TIDD based on estimated time spent. Balance to non-TIDD project.
12/24/2018	GLORIETA GEOSCIENCE, INC	1,424.07		1,424.07	Allocation by project manager based on estimated time spent
10/30/2019	GLORIETA GEOSCIENCE, INC	1,042.82		1,042.82	Engineering re EB Lake Fork section
10/30/2019	GLORIETA GEOSCIENCE, INC	626.42		626.42	Engineering re EB Lake Fork section
10/30/2019	GLORIETA GEOSCIENCE, INC	118.68		118.68	Engineering re EB Lake Fork section
10/30/2019	GLORIETA GEOSCIENCE, INC	76.62		76.62	Engineering re EB Lake Fork section
10/31/2019	GLORIETA GEOSCIENCE, INC	280.61	-140.31	140.31	50% allocated to TIDD based on estimated time spent.
1/24/2018	HANS DROOG	1,140.00		1,140.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
2/7/2018	HANS DROOG	1,650.00		1,650.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
3/6/2018	HANS DROOG	480.00		480.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
3/6/2018	HANS DROOG	1,325.25	-209.25	1,116.00	Portion of work for non-TIDD benches removed from dedication.
4/30/2018	HANS DROOG	964.80		964.80	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
5/31/2018	HANS DROOG	1,056.00		1,056.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
5/14/2018	HANS DROOG	244.80	-244.80	0.00	Portion of work for non-TIDD benches removed from dedication.
6/4/2018	HANS DROOG	244.80		244.80	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
6/11/2018	HANS DROOG	960.00	-960.00	0.00	Portion of work for non-TIDD benches removed from dedication.

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
6/25/2018	HANS DROOG	331.20		331.20	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
6/25/2018	HANS DROOG (Kurt Newton)	806.40		806.40	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D. Work billed by Hans partner, Kurt Newton
7/9/2018	HANS DROOG	720.00	-720.00	0.00	Portion of work for non-TIDD benches removed from dedication.
7/9/2018	HANS DROOG (Kurt Newton)	240.00	-240.00	0.00	Portion of work for non-TIDD benches removed from dedication.
7/31/2018	HANS DROOG	1,080.00	-1,080.00	0.00	Portion of work for non-TIDD benches removed from dedication.
8/6/2018	HANS DROOG	480.00	-480.00	0.00	Portion of work for non-TIDD benches removed from dedication.
8/20/2018	HANS DROOG	960.00		960.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
8/6/2018	HANS DROOG (Kurt Newton)	240.00		240.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D. Work billed by Hans partner, Kurt Newton
8/20/2018	HANS DROOG (Kurt Newton)	1,200.00		1,200.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D. Work billed by Hans partner, Kurt Newton
9/3/2018	HANS DROOG	1,590.00		1,590.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
9/17/2018	HANS DROOG	556.50		556.50	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
10/1/2018	HANS DROOG	960.00		960.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
10/15/2018	HANS DROOG	930.00		930.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
1/7/2019	HANS DROOG	720.00		720.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
9/30/2019	HANS DROOG (Kurt Newton)	240.00		240.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D
9/30/2019	HANS DROOG	2,175.00		2,175.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
10/31/2019	HANS DROOG	1,860.00		1,860.00	Hand Droog does wood work for multiple properties under common ownership. He built the small bridge between Parcels G&D and some benches.
6/11/2020	HART HOWERTON LTD	4,748.75		4,748.75	Riverwalk architecture
6/30/2020	HART HOWERTON LTD	9,206.25		9,206.25	Riverwalk architecture
8/11/2020	HART HOWERTON LTD	5,590.00		5,590.00	Riverwalk architecture
3/31/2020	PAULS DIESEL SERVICE	1,984.79	-122.00	1,862.79	Supplies for bridge

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
1/30/2018	PAULS DIESEL SERVICE	1,082.32		1,082.32	Supplies for bridge
11/28/2016	QUEEN OF THE RIVER CONSULTANTS INC	5,532.44		5,532.44	Stream restoration design, planning and implementation
12/14/2016	QUEEN OF THE RIVER CONSULTANTS INC	6,660.49		6,660.49	Stream restoration design, planning and implementation
4/26/2017	QUEEN OF THE RIVER CONSULTANTS INC	6,418.56		6,418.56	Stream restoration design, planning and implementation
6/5/2017	QUEEN OF THE RIVER CONSULTANTS INC	8,232.40		8,232.40	Stream restoration design, planning and implementation
6/22/2017	QUEEN OF THE RIVER CONSULTANTS INC	12,700.28		12,700.28	Stream restoration design, planning and implementation
8/30/2017	QUEEN OF THE RIVER CONSULTANTS INC	11,578.13		11,578.13	EB Lakefork swppp
9/14/2017	QUEEN OF THE RIVER CONSULTANTS INC	295,464.88		295,464.88	Boulders for channel, bank restoration and riverwalk + installation; includes removal of rail car near SH crossing.
10/24/2017	QUEEN OF THE RIVER CONSULTANTS INC	180,715.89		180,715.89	Rio Hondo channel and bank restoration
3/23/2018	QUEEN OF THE RIVER CONSULTANTS INC	1,638.75		1,638.75	Approximately 20% of invoice allocated to river restoration per estimated time spent.
5/31/2018	QUEEN OF THE RIVER CONSULTANTS INC	1,200.00		1,200.00	Beaver management plan
6/18/2018	QUEEN OF THE RIVER CONSULTANTS INC	983.25		983.25	Monitoring
8/20/2018	QUEEN OF THE RIVER CONSULTANTS INC	11,712.63		11,712.63	Planning for planting plan and small bridge addition
9/11/2018	QUEEN OF THE RIVER CONSULTANTS INC	13,886.10		13,886.10	Design and planning
10/23/2018	QUEEN OF THE RIVER CONSULTANTS INC	4,784.51		4,784.51	Riparian revegetation plan for Rio Hondo
10/23/2018	QUEEN OF THE RIVER CONSULTANTS INC	2,208.27		2,208.27	Rio Hondo design work
10/23/2018	QUEEN OF THE RIVER CONSULTANTS INC	828.05		828.05	Monitoring
11/30/2018	QUEEN OF THE RIVER CONSULTANTS INC	8,412.70		8,412.70	Rio Hondo design work
11/30/2018	QUEEN OF THE RIVER CONSULTANTS INC	6,007.10		6,007.10	Planning
3/26/2019	QUEEN OF THE RIVER CONSULTANTS INC	9,504.75		9,504.75	River work - rock below childrens' center
9/24/2019	QUEEN OF THE RIVER CONSULTANTS INC	1,549.94		1,549.94	Monitoring - USACOE macroinvertebrates

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
10/31/2019	QUEEN OF THE RIVER CONSULTANTS INC	3,720.33		3,720.33	Planning for addition of small bridge
10/31/2019	QUEEN OF THE RIVER CONSULTANTS INC	92,327.07		92,327.07	River restoration around EB Crossing and along Lake Fork
4/29/2020	QUEEN OF THE RIVER CONSULTANTS INC	1,850.31		1,850.31	Monitoring
9/18/2017	QUEEN OF THE RIVER CONSULTANTS INC	0.00	12,000.00	12,000.00	This was actually Queen of the River so moved to that section of this list. This is an allocation of Strawberry Hill excavation material that was used for the stream restoration work.
9/26/2018	RED TAIL SURVEYING, INC	4,073.66		4,073.66	Stream restoration
9/26/2018	RED TAIL SURVEYING, INC	957.30		957.30	Work in Rio Hondo Stream bed-relocate snowmaking intake for stream restoration.
9/26/2018	RED TAIL SURVEYING, INC	427.44		427.44	Survey work for permitting
12/31/2018	RED TAIL SURVEYING, INC	387.84		387.84	Wetland Mapping
1/8/2019	RED TAIL SURVEYING, INC	932.72		932.72	Wetland Mapping
8/19/2019	RED TAIL SURVEYING, INC	2,591.96		2,591.96	Survey work for bridge between Parcel G & D
1/9/2020	ROBINS CONSTRUCTION LLLP	32,033.19		32,033.19	Retrofit small bridge between Parcels G & D
2/13/2020	ROBINS CONSTRUCTION LLLP	19,639.99		19,639.99	Retrofit small bridge between Parcels G & D
2/13/2020	ROBINS CONSTRUCTION LLLP	15,244.83		15,244.83	Riverwork
4/26/2017	RUSSELL PLANNING	4,830.00		4,830.00	Engineering re river corridor
4/26/2017	RUSSELL PLANNING	1,802.50		1,802.50	Engineering re river corridor
6/5/2017	RUSSELL PLANNING	440.00		440.00	Allocation of travel expenses for site visit plus 280.00 in professional fees
8/30/2017	RUSSELL PLANNING	1,287.00		1,287.00	Engineering re river corridor
2/7/2018	RUSSELL PLANNING	270.00		270.00	Engineering re river corridor
7/31/2018	RUSSELL PLANNING	972.50		972.50	Engineering re river corridor
8/31/2018	RUSSELL PLANNING	1,690.00		1,690.00	Engineering re river corridor
11/30/2018	RUSSELL PLANNING	1,732.75		1,732.75	Engineering re river corridor

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
1/9/2019	RUSSELL PLANNING	169.50		169.50	Engineering re river corridor
2/27/2019	RUSSELL PLANNING	7,069.50		7,069.50	Engineering re river corridor
2/27/2019	RUSSELL PLANNING	5,525.75		5,525.75	Engineering re river corridor
2/27/2019	RUSSELL PLANNING	1,126.25		1,126.25	Engineering re river corridor
3/13/2019	RUSSELL PLANNING	580.75		580.75	Engineering re river corridor
7/31/2019	RUSSELL PLANNING	2,193.75		2,193.75	Engineering re river corridor
8/31/2019	RUSSELL PLANNING	177.50		177.50	Engineering re river corridor
1/30/2020	SHORT ELLIOT HENDRICKSON INC	1,616.76		1,616.76	Engineering re river corridor
11/30/2017	TSVI PAYROLL	900.00		900.00	Internal journal entry to allocate TSVI labor for hours spent on support of project (coordination, safety, stormwater)
11/30/2017	TSVI PAYROLL	768.00		768.00	Internal journal entry to allocate TSVI labor for hours spent on support of project (coordination, safety, stormwater)
5/31/2018	TSVI PAYROLL	3,057.00		3,057.00	Internal journal entry to allocate TSVI labor for hours spent on support of project (coordination, safety, stormwater)
6/30/2018	TSVI PAYROLL	2,177.00		2,177.00	Internal journal entry to allocate TSVI labor for hours spent on support of project (coordination, safety, stormwater)
7/31/2017	TWINING DEVELOPMENT	2,176.40		2,176.40	Allocation of BPM travel expenses - internal GL entry
9/18/2017	VIGIL'S ASPHALT & GRAVEL LLC	12,000.00	-12,000.00	0.00	This was actually Queen of the River so moved to that section of this list.
7/10/2019	VILLAGE OF TAOS SKI VALLEY	812.21		812.21	Paid to VTSV as permit fee- Permit #19-409
1/25/2017	ZEHREN AND ASSOCIATES, INC.	2,871.70		2,871.70	Architect fees re river restoration corridor, including areas along the backside of The Blake
2/27/2017	ZEHREN AND ASSOCIATES, INC.	2,140.09		2,140.09	Architect fees re river restoration corridor, including areas along the backside of The Blake
3/29/2017	ZEHREN AND ASSOCIATES, INC.	1,686.87		1,686.87	Architect fees re river restoration corridor, including areas along the backside of The Blake
4/26/2017	ZEHREN AND ASSOCIATES, INC.	1,285.12		1,285.12	Architect fees re river restoration corridor, including areas along the backside of The Blake
6/5/2017	ZEHREN AND ASSOCIATES, INC.	1,668.69		1,668.69	Architect fees re river restoration corridor, including areas along the backside of The Blake
6/22/2017	ZEHREN AND ASSOCIATES, INC.	823.65		823.65	Architect fees re river restoration corridor, including areas along the backside of The Blake

<u>Date</u>	<u>Vendor</u>	<u>Original</u>	<u>Adjusted</u>	<u>Final</u>	<u>Developer Comment</u>
7/26/2017	ZEHREN AND ASSOCIATES, INC.	916.46		916.46	Architect fees re river restoration corridor, including areas along the backside of The Blake
9/28/2017	ZEHREN AND ASSOCIATES, INC.	1,564.93		1,564.93	Architect fees re river restoration corridor, including areas along the backside of The Blake
10/24/2017	ZEHREN AND ASSOCIATES, INC.	543.00		543.00	Architect fees re river restoration corridor, including areas along the backside of The Blake
4/25/2018	ZEHREN AND ASSOCIATES, INC	748.08		748.08	Architect fees re river restoration corridor, including areas along the backside of The Blake
5/8/2018	ZEHREN AND ASSOCIATES, INC	589.13		589.13	Architect fees re river restoration corridor, including areas along the backside of The Blake
6/26/2018	ZEHREN AND ASSOCIATES, INC	266.85		266.85	Architect fees re river restoration corridor, including areas along the backside of The Blake
7/31/2018	ZEHREN AND ASSOCIATES, INC	1,720.99		1,720.99	Architect fees re river restoration corridor, including areas along the backside of The Blake
8/31/2018	ZEHREN AND ASSOCIATES, INC	4,073.62	-4,073.62	0.00	Reclassified to non-TIDD projects
8/31/2018	ZEHREN AND ASSOCIATES, INC	472.31		472.31	Architect fees re river restoration corridor, including areas along the backside of The Blake
10/18/2018	ZEHREN AND ASSOCIATES, INC	1,629.17		1,629.17	Architect fees re river restoration corridor, including areas along the backside of The Blake
11/27/2018	ZEHREN AND ASSOCIATES, INC	3,746.92		3,746.92	Architect fees re river restoration corridor, including areas along the backside of The Blake
12/24/2018	ZEHREN AND ASSOCIATES, INC	352.53		352.53	Architect fees re river restoration corridor, including areas along the backside of The Blake
		1,433,745.59	-21,066.67	1,412,678.92	
Accrued Interest (10 yr Treasury + 1.0%)					
		Interest	Balance	Interest Rate	
3/31/2019		12,926.01		3.66%	
6/30/2019		12,926.01		3.66%	
9/30/2019		10,701.04		3.03%	
12/31/2019		10,701.04	1,480,999.70	3.03%	
3/31/2020		10,663.20		2.88%	
6/30/2020		10,663.20		2.88%	
9/30/2020		6,257.22		1.69%	
12/31/2020		6,257.22	1,514,840.54	1.69%	
3/31/2021		7,309.11		1.93%	
6/30/2021		7,309.11		1.93%	
9/30/2021		9,392.01		2.48%	
12/31/2021		9,392.01	1,548,242.78	2.48%	
2/28/2022		6,581.94	1,554,824.72	2.63%	
Total Interest		121,079.13			
TOTAL DEDICATED COST					
		1,533,758.05			



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River Restoration 2017-2019 Infrastructure Improvements

3/05/2021

Subject: River Restoration Public Infrastructure within the Village of Taos Ski Valley – 2017 through 2019

During the period between 2017 and 2019, numerous public and private infrastructure projects were completed as a part of the continued improvements within the Village of Taos Ski Valley. These overall upgrades had been documented as a part of the 2011 Water and Sewer Master Plans prepared for and adopted by the Village. This narrative explains the scope of each of the projects completed.

River Restoration along Strawberry Hill

The Rio Hondo has been restored from the outlet of the Sutton Place crossing to the downstream end of the Strawberry Hill crossing. Restoration included the removal of the “box cars” that had formerly covered the river near the bottom of Strawberry Hill, as well as the placement of boulders, root wads, and riparian revegetation. These improvements have restored river and fish habitat along both banks of the Rio Hondo, have provided protection against erosion and scour within the riverbed, and helped define the riverbanks to help reduce overtopping caused by flooding.

River Restoration along Lake Fork near the Ernie Blake Crossing

The Lake Fork of the Rio Hondo has been restored to its final condition in two separate segments. The completed upstream segment extends from approximately 100 feet upstream from the Ernie Blake crossing southwest of Sierra Del Sol to the downstream side of the Ernie Blake Crossing. This allows the 100-year storm to completely flow through the new Ernie Blake Crossing. This increased conveyance capacity significantly reduces the likelihood of flooding along the Lake Fork from impacting the adjacent properties. The completed second segment begins approximately 150 ft from the downstream side of the Ernie Blake crossing and continues downstream where it meets the Lake Fork river work improvements previously installed and previously submitted for TIDD reimbursement.

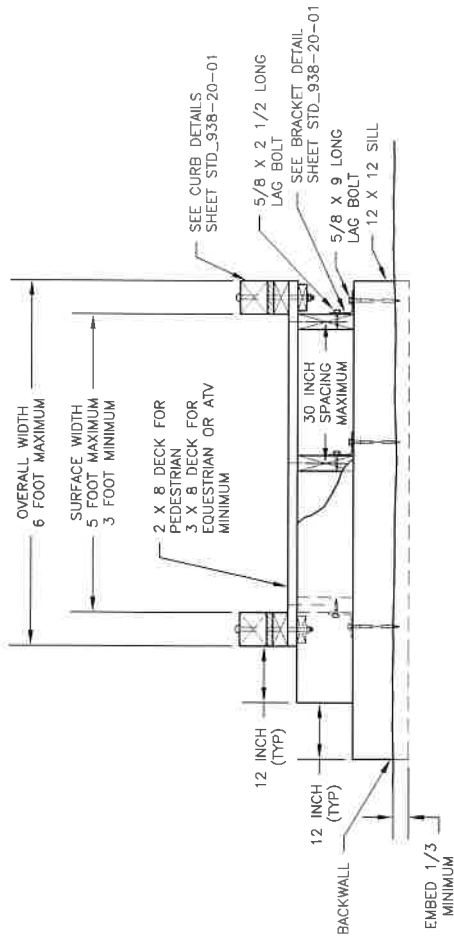
Restoration included the removal of non-native fill, placement of boulders and replacement of riparian revegetation. The result of this project provides enhanced aquatic habitat as well as fulfills the overall stream corridor plans that are a part of the Village masterplan to provide pedestrian connections to the stream as well as flood protection for the overall community and adjoining property owners.

This work completes a combined total of over 1,200 lineal ft of river corridor work. Beginning behind Sierra Del Sol along the Lake Fork of the Rio Hondo, down to and including the confluence with and approximately 100 lineal ft of the North Fork, down the Rio Hondo to approximately 100 ft below the Strawberry Hill Crossing.

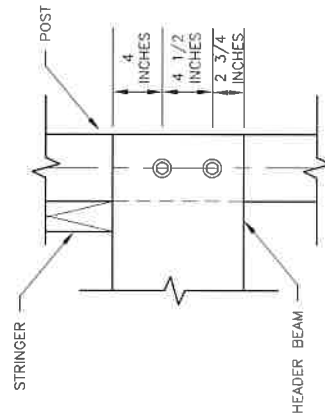
Sincerely,

A handwritten signature in blue ink, appearing to read "Drew Chandler".

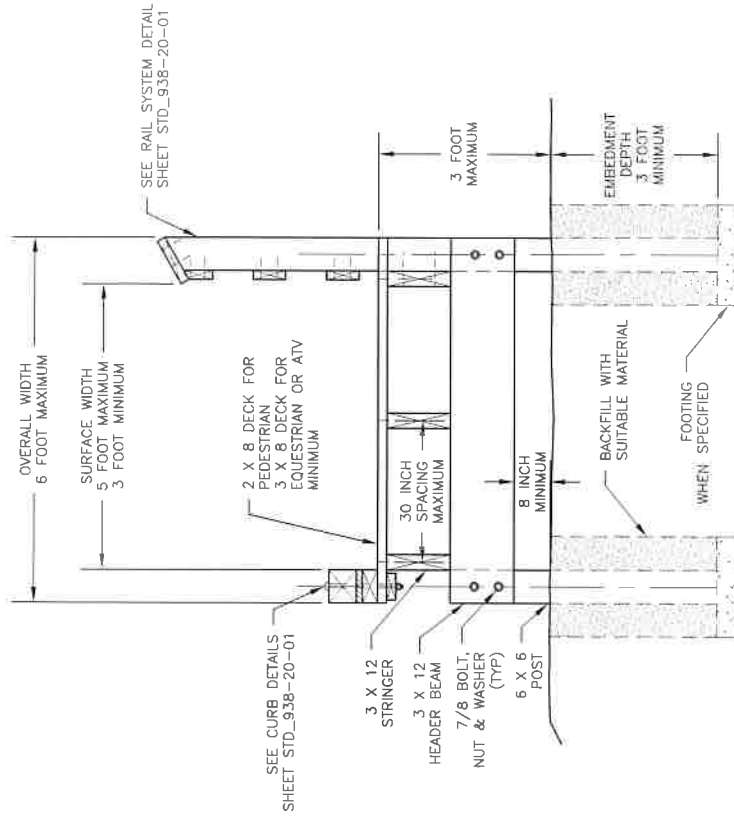
Drew Chandler, PE (CO, MT, NM, UT)



(A) TYPICAL GROUND SECTION
BLOCKING REQUIRED AT EVERY
SUPPORT NOT SHOWN FOR CLARITY



BOLT DETAIL



(B) TYPICAL ELEVATED SECTION
LESS THAN 3 FEET WITH CURB
BLOCKING REQUIRED AT EVERY SUPPORT
NOT SHOWN FOR CLARITY

(C) TYPICAL ELEVATED SECTION
LESS THAN 3 FEET WITH CURB
BLOCKING REQUIRED AT EVERY SUPPORT
NOT SHOWN FOR CLARITY

SHEET 2 OF 4

PROJECT NAME & LOCATION

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
STANDARD TRAIL PLAN

DRAWING NAME

ELEVATED BOARDWALK

938 - BOARDWALKS

TYPICAL ID
EB2

REVISION DATE

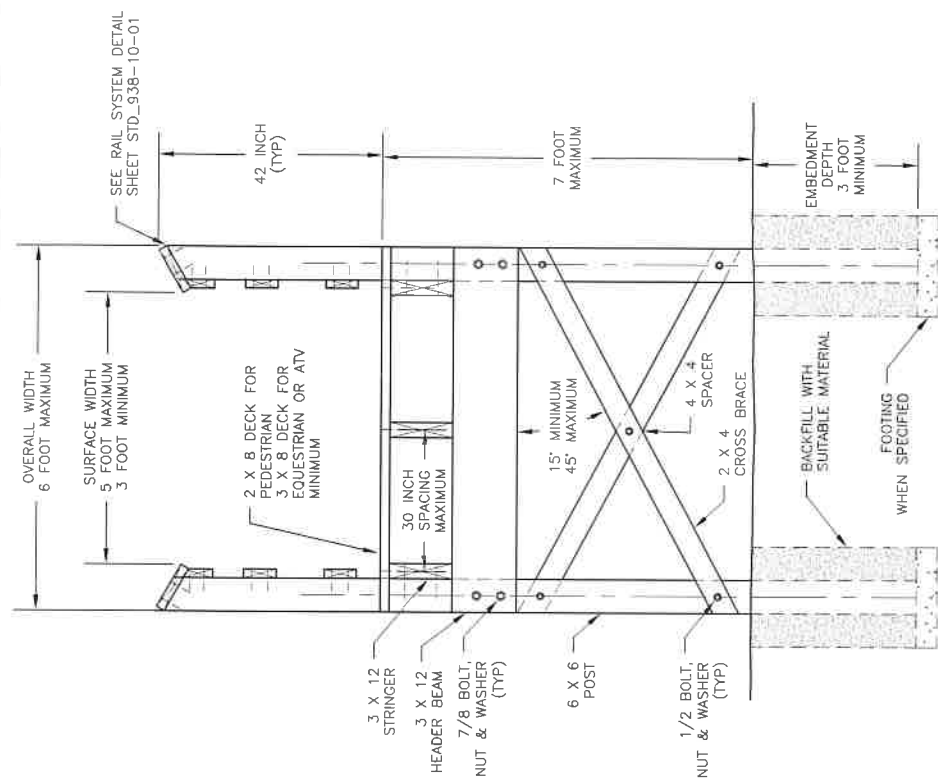
XX/XX/XX

NO SCALE

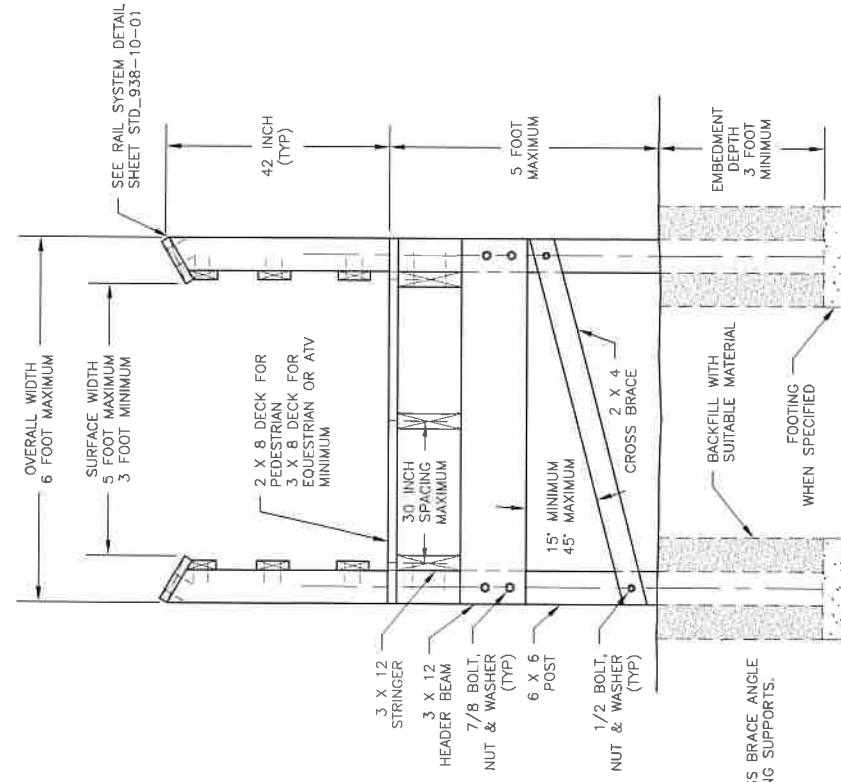
DRAWING NO.

STD_938-20-02

SHEET
OF



(E) TYPICAL ELEVATED SECTION
 GREATER THAN 5 FEET LESS THAN 7 FEET BLOCKING REQUIRED AT EVERY SUPPORT NOT SHOWN FOR CLARITY



(D) TYPICAL ELEVATED SECTION
 GREATER THAN 3 FEET LESS THAN 5 FEET BLOCKING REQUIRED AT EVERY SUPPORT NOT SHOWN FOR CLARITY

NOTE:
 REVERSE CROSS BRACE ANGLE
 AT ALTERNATING SUPPORTS.

U.S. DEPARTMENT OF AGRICULTURE
 FOREST SERVICE
STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

ELEVATED BOARDWALK

SECTION **938 - BOARDWALKS**

TYPICAL ID **EB3**

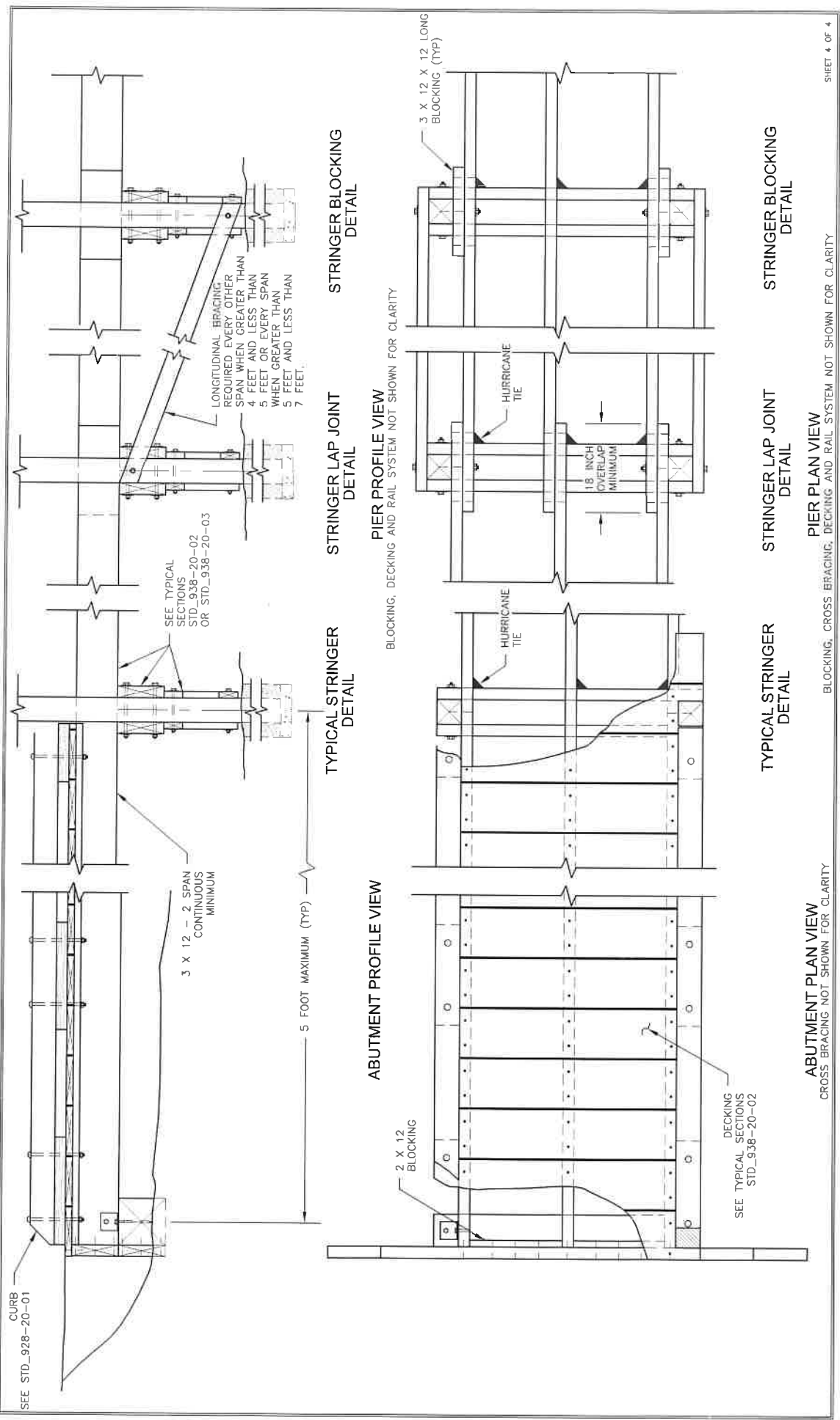
REVISION DATE **XX/XX/XX**

NO SCALE

DRAWING NO **STD_938-20-03**

SHEET **OF**

SHEET 3 OF 4



U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

DRAWING NAME

ELEVATED BOARDWALK

SECTION

938 - BOARDWALKS

TYPICAL ID

EB4

REVISION DATE

XX/XX/XX

NO SCALE

DRAWING NO.

STD_938-20-04

SHEET

OF

Triennial	Year	1997	2000	2003	2006	2009	2012	2015	2018	2021	2024	2027	2030	2033	2036	2039	2042	2045	2048	2051	2054	2057	2060	2063	2066	2069	2072	2075	2078	2081	2084	2087	2090	2093	2096	2099	2102	2105	2108	2111	2114	2117	2120	2123	2126	2129	2132	2135	2138	2141	2144	2147	2150	2153	2156	2159	2162	2165	2168	2171	2174	2177	2180	2183	2186	2189	2192	2195	2198	2201	2204	2207	2210	2213	2216	2219	2222	2225	2228	2231	2234	2237	2240	2243	2246	2249	2252	2255	2258	2261	2264	2267	2270	2273	2276	2279	2282	2285	2288	2291	2294	2297	2300	2303	2306	2309	2312	2315	2318	2321	2324	2327	2330	2333	2336	2339	2342	2345	2348	2351	2354	2357	2360	2363	2366	2369	2372	2375	2378	2381	2384	2387	2390	2393	2396	2399	2402	2405	2408	2411	2414	2417	2420	2423	2426	2429	2432	2435	2438	2441	2444	2447	2450	2453	2456	2459	2462	2465	2468	2471	2474	2477	2480	2483	2486	2489	2492	2495	2498	2501	2504	2507	2510	2513	2516	2519	2522	2525	2528	2531	2534	2537	2540	2543	2546	2549	2552	2555	2558	2561	2564	2567	2570	2573	2576	2579	2582	2585	2588	2591	2594	2597	2600	2603	2606	2609	2612	2615	2618	2621	2624	2627	2630	2633	2636	2639	2642	2645	2648	2651	2654	2657	2660	2663	2666	2669	2672	2675	2678	2681	2684	2687	2690	2693	2696	2699	2702	2705	2708	2711	2714	2717	2720	2723	2726	2729	2732	2735	2738	2741	2744	2747	2750	2753	2756	2759	2762	2765	2768	2771	2774	2777	2780	2783	2786	2789	2792	2795	2798	2801	2804	2807	2810	2813	2816	2819	2822	2825	2828	2831	2834	2837	2840	2843	2846	2849	2852	2855	2858	2861	2864	2867	2870	2873	2876	2879	2882	2885	2888	2891	2894	2897	2900	2903	2906	2909	2912	2915	2918	2921	2924	2927	2930	2933	2936	2939	2942	2945	2948	2951	2954	2957	2960	2963	2966	2969	2972	2975	2978	2981	2984	2987	2990	2993	2996	2999	3002	3005	3008	3011	3014	3017	3020	3023	3026	3029	3032	3035	3038	3041	3044	3047	3050	3053	3056	3059	3062	3065	3068	3071	3074	3077	3080	3083	3086	3089	3092	3095	3098	3101	3104	3107	3110	3113	3116	3119	3122	3125	3128	3131	3134	3137	3140	3143	3146	3149	3152	3155	3158	3161	3164	3167	3170	3173	3176	3179	3182	3185	3188	3191	3194	3197	3200	3203	3206	3209	3212	3215
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Bob Daniel, Gateway Management
Re: JR Boardwalk trail addition.

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

Building Official
Jalmar Bowden
575-776-4277
Plan review
Permit issuance
Building Inspection
jbowden@vtsv.org

Inspection requests
575-776-8220 X 4

I inspected the above Boardwalk on September 3, 2020.
Bob Callan, contractor for remediations accompanied.

The as-constructed deviation from the submitted as-builts from a pitched top rail to a horizontal orientation was corrected. The correction provides a more pleasing appearance and more importantly longevity of the top rail as it will now readily shed water, ice and snow. It also offers better graspability than the horizontal orientation. The contractor took extra measures to round corners and sand splintering and uneven surfaces providing a better overall product.

Previously omitted fasteners and bracing elements were installed per the submitted as-builts.

Shims were placed and secured between header and stringer elements where load paths were interrupted originally, incorrectly transferring unintended loads to fasteners.

Bob Callan and I discussed providing some left over screws to the Village for future use, as I recall some of the deck boards popped up when water soaked, likely due to screws that broke during original installation, they were mostly evident during spring thaw, and not evident at this time. If there are some it would be appreciated.

This shall serve as a record of corrections to be included with application for project dedication.

Sincerely,
Jalmar Bowden

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to approve acceptance of Village of Taos Ski Valley Water System Study from Taos Ski Valley Incorporated and complete a Village Water Master Plan as called for in the MOU of March 23 2021.

DATE: 03/22/22

PRESENTED BY: John Avila

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley Utility Department had requested a water study from On Call engineers in late 2019 to include the needs of the entire Village and to start an Asset Management Plan and Water Audit and Conservation Plan for acceptance of the Water Trust Board. The study required more than evaluation of just the Village current supply status. The requirement to determine the likelihood of growth demand on the water system in the future also needed to be studied. TSVI, while working on the Kachina Area Master Plan offered to enter into an agreement to help with the Water Study and Master Plan.

The MOU between the Village and TSVI to conduct the Water Study and Master Plan work was approved by Council March 23, 2021 and the firms of GGI and Dennis Engineering were engaged to conduct the work by TSVI for the MOU. Regular meetings were conducted once the study was underway including evaluating probable growth and demand for water. The work was completed for submission to Peer and Staff review. TSVI has completed all their responsibilities under the MOU.

Staff Recommendation:

Formally accept the Water Study report provided by TSVI, as required in the MOU. Continue developing the Water Master Plan including the required elements needed by oversight and funding agencies, such as the NM Water Trust Board, Office of the State Engineer, etc. Proceed on the recommendations for the plan and actively prepare for the environmental probabilities and further climate change including more severe drought conditions. Provide an opportunity for the public to review and comment at the earliest opportunity, including review at the Planning and Zoning Commission meeting.

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
REGARDING A COLLABORATIVE VILLAGE-WIDE
WATER SYSTEM MASTER PLAN REPORT**

This Memorandum of Understanding and Agreement Regarding a Collaborative Village-Wide Water System Master Plan Report (hereafter "Agreement") by and between Taos Ski Valley, Inc. (TSVI) and the Village of Taos Ski Valley ("Village") (hereafter collectively referred to as "the Parties"), is made and entered into as of the Effective Date being the last date signed by all Parties.

RECITALS

A. TSVI is a New Mexico corporation and a private development entity and owner of land parcels, structures, and improvements thereon, as well as other ski development and ski operations facilities located in the Taos Ski Valley in Taos County, New Mexico.

B. The Village is a New Mexico municipal corporation in Taos County, New Mexico with full governmental land use platting, planning, zoning, and subdivision jurisdiction over the development and use of the land within the Village of Taos Ski Valley in Taos County, New Mexico, as well as the owner, operator, and provider of water and sewer services to landowners and residents within the Village.

C. The Village's primary municipal water supply source for provision of municipal water services within the Village is from the "Phoenix Spring Complex" and from other water sources and springs, including the Gunsite Spring and other springs, located within the Village.

D. The Village's current and future water supply sources need to be further studied and characterized for inclusion in a Village-wide Water System Master Plan that will assess the Village's water resources and uses now and in the future for the benefit of the Parties, the Village, the public, and all residents and landowners in the Village.

E. In 2015, the Village established a New Mexico Tax Increment Development District (TIDD) by Amended and Restated Resolution #2015-275, recorded in Book M-889 at pages 698-719; and with the District Boundaries defined on plat in Cabinet F, page 43-B in the records of Taos County, New Mexico. The Village and TSVI have also entered into an Amended Master Development Plan (Book M-946, pages 301-370) ("AMDA") dated July 24, 2017, that allows for TIDD reimbursement for Village-wide infrastructure

improvement costs (including costs for water resource studies/reports such as GGI's proposed study/report) once the GGI study/report is dedicated to, and accepted by, the Village, and if approved for reimbursement by the District.

F. TSVI agrees to advance the cost of such Village-wide supplemental water services study/report through Glorieta Geoscience, Inc. ("GGI") as a "TIDD-able" expense subject to reimbursement from the TIDD pursuant to the AMDA.

G. The Village agrees that the GGI study/report, once completed and provided to the Village as set forth in the Scope of Work for such "study" (Exhibit A hereto) and once accepted by the Village, may be a "TIDD-able" expense reimbursable to TSVI according to the terms of the AMDA.

H. To maintain Village independence as to the conclusions of the Water Systems Study itself, the Village may choose to have a "Peer Review" of the GGI study, at the Village's own expense, prior to accepting the GGI study for use in the Village's Master Plan and prior to the TIDD District and Village approving TIDD reimbursement to TSVI for the costs advanced by TSVI for the GGI study/report.

I. The Parties intend by this Agreement to set forth the "collaborative" terms and obligations of each Party needed to complete this supplemental Village-wide water system study/report by GGI.

J. The Parties recognize that any and all understandings and agreements set forth hereinafter are contingent upon, and nothing herein prejudices, the Village's future land use decisions and approvals for the adoption of any final Water System Master Plan or any future provision of water services to TSVI or any other third-party land owner or land development in the Village not otherwise provided for under other, prior contractual agreements or other, prior land use regulatory action of the Village.

Terms

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual understandings as to the conditions and contingencies stated hereinabove, TSVI and the Village hereby agree as follows:

1. TSVI's Obligations.

a. TSVI will commit to manage and to advance fund the GGI study as that study is described in the attached Scope of Work of GGI (Exhibit A hereto);

b. TSVI commits to coordinate and collaborate with the Village on this study and establish scheduled meetings for updates.

c. In order for this supplemental GGI study/report to be effective, TSVI is required to provide information and perform the deliverables required by the schedule in Exhibit A, pages 9 and 10;

d. TSVI will submit the GGI study/report findings to the Village upon completion of the GGI study/report when received;

e. TSVI will provide to GGI the following information in its possession:

- (1) Phoenix Spring flow records;
- (2) Gunsite Spring flow records;
- (3) Water meter records, including snow making;
- (4) Water audit and water accounting data;

(5) Data about known and anticipated growth areas, including allowable development density or other pertinent zoning information for undeveloped sections. GIS shapefiles are a preferred data source.

2. Village's Obligations.

a. The Village will provide to GGI the following documents and information in its possession:

- (1) Village's Phoenix Spring flow records, at a minimum from October 2014 to present;
- (2) Village's water meter records for the existing Kachina Booster Station (three years minimum; five years preferred, of monthly records in MS Excel format);
- (3) Village's water meter records of current customers and a listing of any customers who have paid for availability but may not currently be connected

to the existing water system (three years minimum; five years preferred, of monthly records in MS Excel format);

(4) Water audit and water accounting data (three years minimum; five years preferred, of monthly records in MS Excel format);

(5) Estimates of any known, unmetered water usage;

(6) Data, maps, diagrams, and drawings of any known and anticipated growth areas, including allowable development density or other pertinent zoning information for undeveloped sections. (Maps, diagrams, and drawings should be in CAD, GIS, or both formats).

3. The Village may choose to engage, at Village expense, another hydro-geo-engineering firm of its choosing to conduct a "Peer Review" of GGI's water systems study/report before accepting the GGI supplemental study/report for use in its Water System Master Plan.

4. Governing Law. This Agreement shall be construed under the laws of the State of New Mexico.

5. Terms. This Agreement shall be effective on the last date signed by all Parties and shall be of indefinite terms.

6. Authority. The individuals signing below on behalf of the Parties hereby warrant and represent that they have full legal authority to bind the Parties to this Agreement and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Agreement may be signed in duplicate originals bearing the signatures of fewer than all Parties if all Parties have signed at least on duplicate original.

IN WITNESS WHEREOF, Taos Ski Valley, Inc. and the Village of Taos Ski Valley have caused this Agreement to be executed and attested to be each of their duly authorized officers on the dates signed below.

[Signature Pages to Follow]

AGREED TO:

DATED: 3/23/2021

VILLAGE OF TAOS SKI VALLEY, a New
Mexico Municipal Corporation

By: 

Its Mayor

vote 4-0

Per Action / ~~Resolution~~ of
Village Council Dated: 3/23/2021

AGREED TO:

DATED: 4/5/2021

TAOS SKI VALLEY, INC.

By: 

Peter J. Tally

Its Vice President

Village of Taos Ski Valley, NM Water Master Plan

Prepared for:

Village of Taos Ski Valley and Taos Ski Valley, Inc.

Hydrology and Water Supply Assessment Prepared By:

Glorieta Geoscience, Inc.

Water Demand and Infrastructure Assessment Prepared By:

Dennis Engineering Company



GLORIETA GEOSCIENCE, INC.



DENNIS ENGINEERING COMPANY

Purpose of Study

- Evaluate the ability of VTSV to meet future water demands given water supply and distribution system constraints
- The WMP builds on the Source Water Protection Plan of which GGI was an active participant
- The WMP is intended to be a living document for use as a planning tool by VTSV to evaluate proposed projects and ensure that development in the Village does not exceed long-term water availability



GLORIETA GEOSCIENCE, INC.

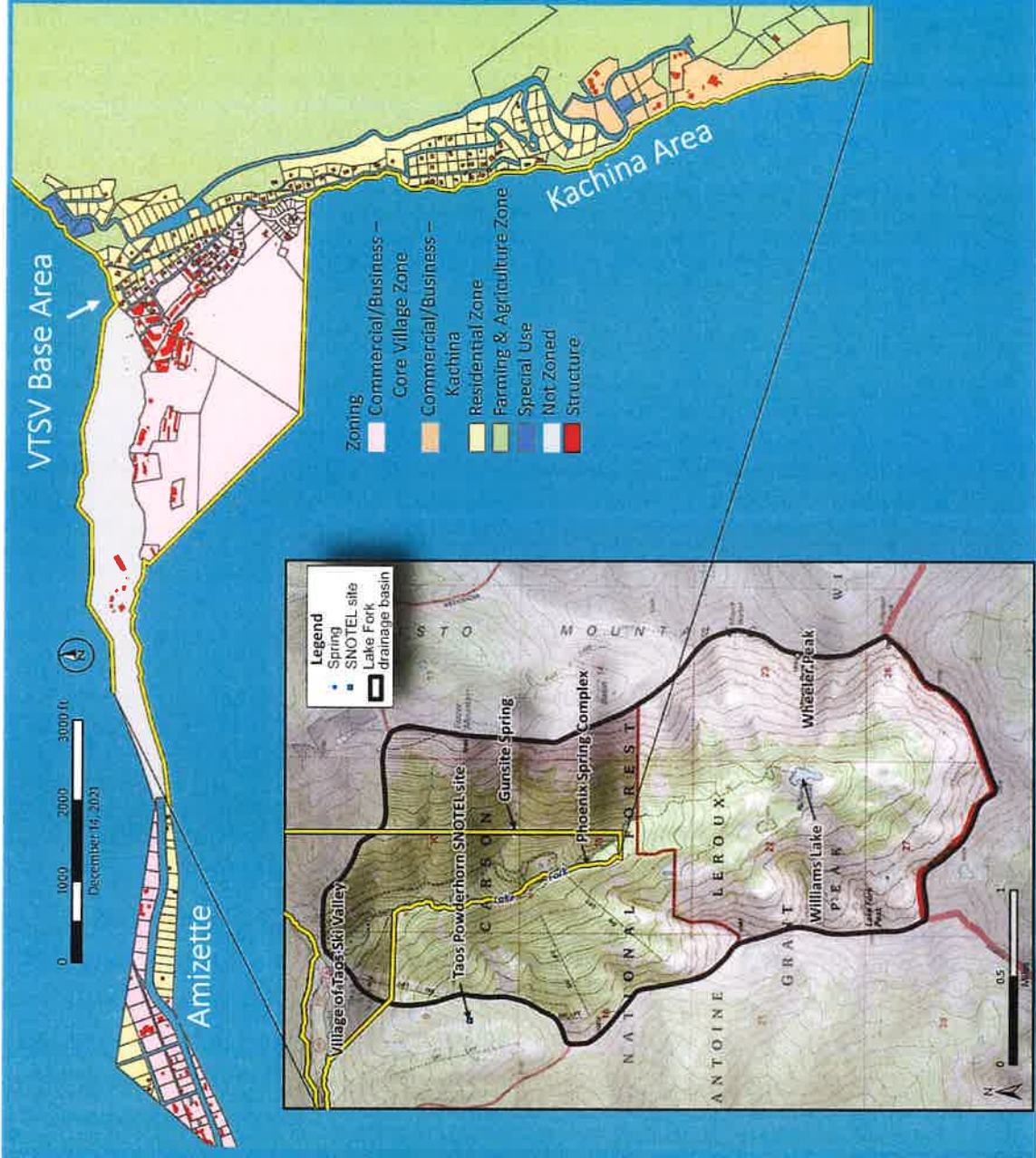


DENNIS ENGINEERING COMPANY

VTSV and Lake Fork Water- shed



GLORIETA GEOSCIENCE, INC.

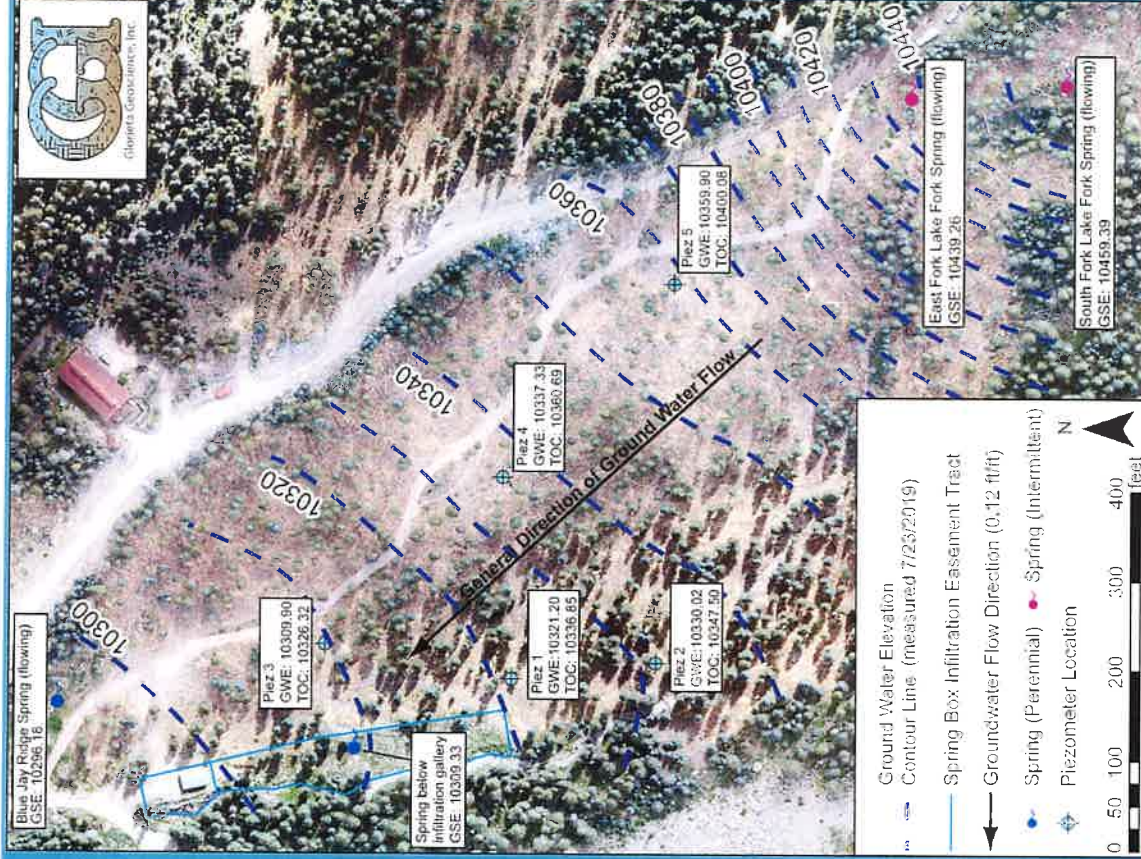


DENNIS ENGINEERING COMPANY

Phoenix spring and infiltration gallery located above (south of) the base of Lift 4



Phoenix Infiltration Gallery and Chlorination Station with Groundwater flow direction based study on piezometer study

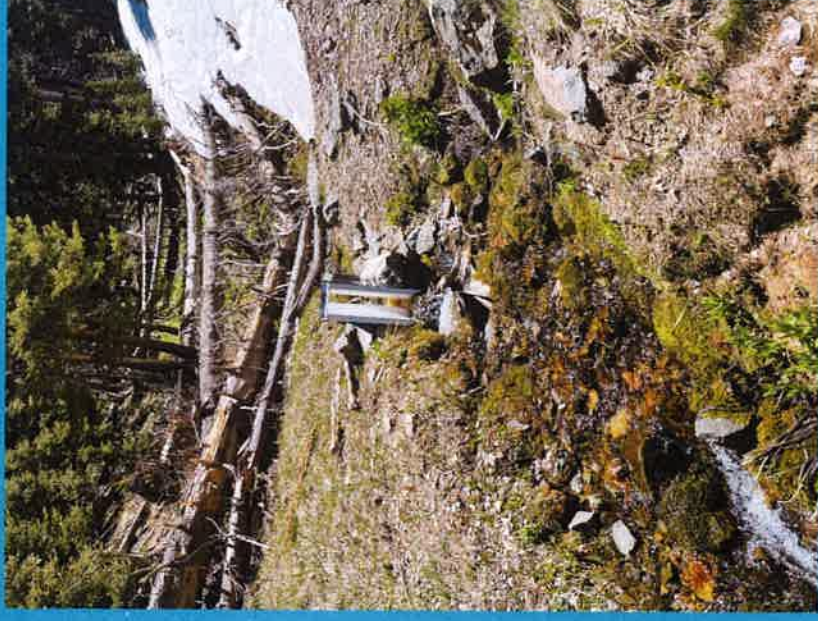


TSVI Piezometer study key to understanding timing and sources of recharge to Phoenix Spring, developing Source Water Protection Plan (SWPP)

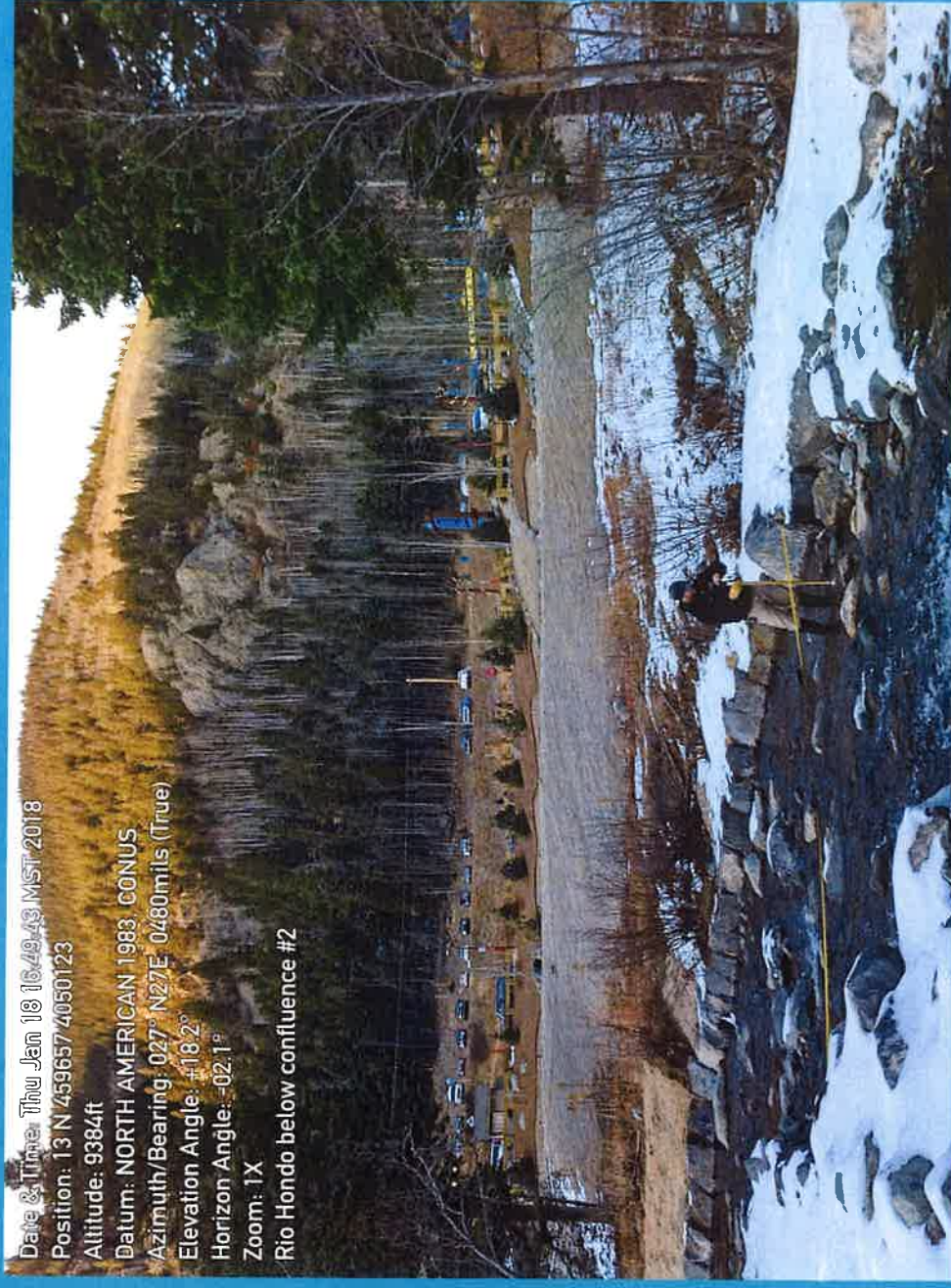


GUNSITE SPRING IS AN EXISTING, PERMITTED VTSV WATER SOURCE

Weekly measurements of flow and water quality at Gunsite spring, beginning in February, 2021. Minimum flow 43,200 gpd (30 gpm) March-April, 2021, maximum flow 432,000 (300 gpm) August, 2021



Stream gaging
on the Lake
Fork and the
Rio Hondo
during winter
low-flow
conditions,
part of overall
hydrologic
assessment.

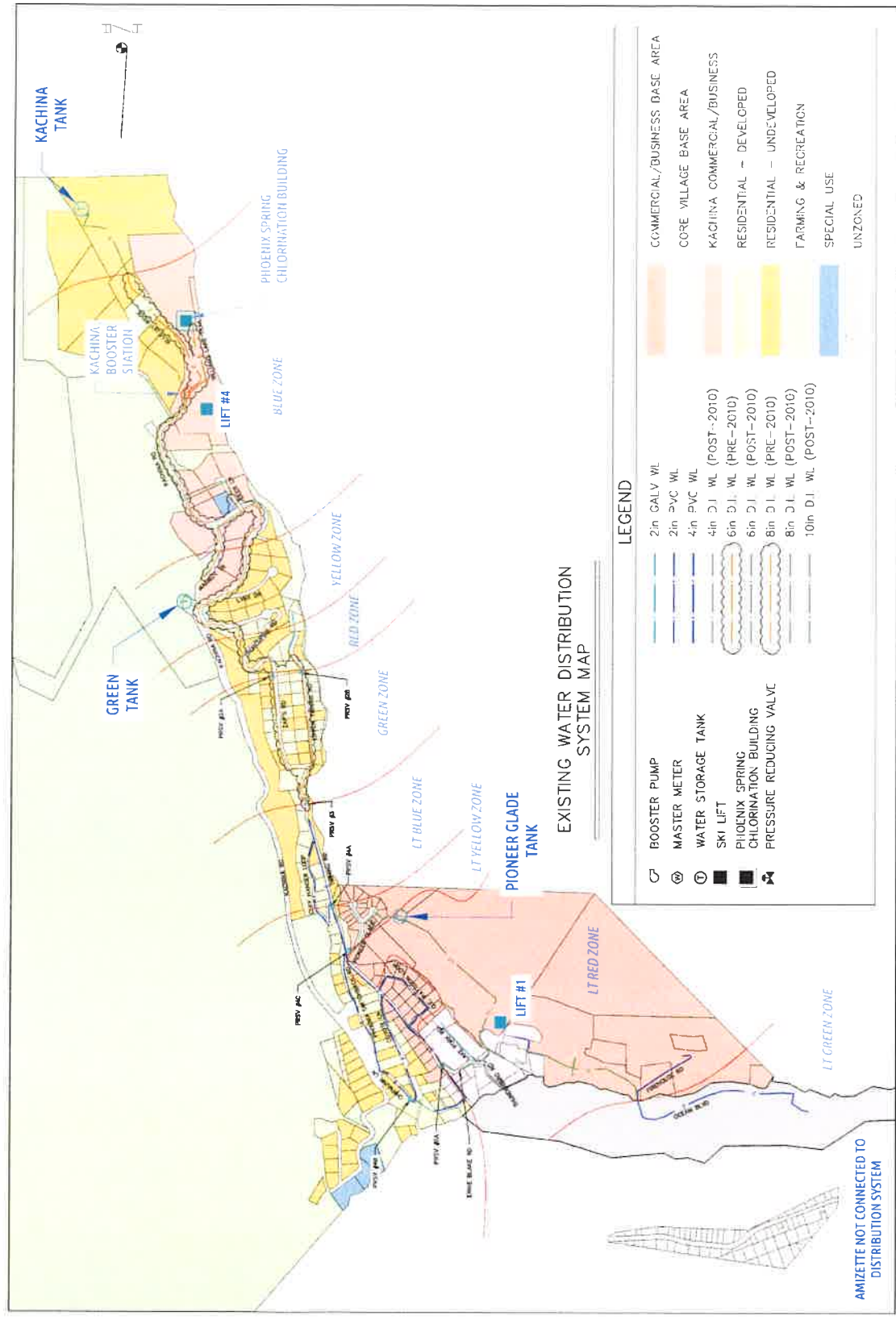


Methodology for Estimating Future Low Flows from Phoenix Spring

- Using the long-term (86 year) Rio Hondo stream flow record (measured at the mouth of the Hondo canyon above Valdez) and the correlation with Phoenix Spring discharge, the **lowest projected average 5-day historic flow for Phoenix Spring was estimated to be 181,400 gpd (126 gpm)**
- Climate forecasts indicate snowpack and stream flows will decline in the future. Therefore, our low flow estimate for Phoenix Spring (lowest projected flow in 86 years) was reduced by 0.5% per year to account for climate change
- Based on this analysis, **for planning purposes the projected minimum average 5-day flow from Phoenix spring in 2047 is 159,270 gpd**
- Recent measurements indicate low flow at Gunsite Spring is 43,200 gpd (30 gpm). This effort is on-going



GLORIETA GEOSCIENCE, INC.



EXISTING WATER DISTRIBUTION SYSTEM MAP

LEGEND

	BOOSTER PUMP		2in GALV WL		COMMERCIAL/BUSINESS BASE AREA
	MASTER METER		2in PVC WL		CORE VILLAGE BASE AREA
	WATER STORAGE TANK		4in PVC WL		KACHINA COMMERCIAL/BUSINESS
	SKI LIFT		4in D.I. WL (POST-2010)		RESIDENTIAL - DEVELOPED
	PHOENIX SPRING CHLORINATION BUILDING		6in D.I. WL (PRE-2010)		RESIDENTIAL - UNDEVELOPED
	PRESSURE REDUCING VALVE		6in D.I. WL (POST-2010)		FARMING & RECREATION
			8in D.I. WL (PRE-2010)		SPECIAL USE
			8in D.I. WL (POST-2010)		UNZONED
			10in D.I. WL (POST-2010)		

Water Demand and Infrastructure Assessment

- Need for Improvements
 - The time period when the Phoenix spring has its lowest flow (180,000 gpd) coincides with peak demand during spring break (56,000 gpd)
 - During peak demand, **unaccounted-for water is 74%**, meaning the **available water is as low as 47,000 gpd**
 - This **projected deficit is 9,000 gpd**
 - The distribution system customers use approximately 26% of the water metered at the Chlorination Station
 - **NM Minimum Standards** for unaccounted-for water is (15%)
 - **This means that, on average, $\frac{3}{4}$ of the water that flows into the system at the Chlorination Station is lost**, likely through leaks or unmetered water in the distribution system
- VTSV should actively work towards reducing unaccounted-for water (loss) within the distribution system

Areas of Concern/Recommended Action Plan

- Chlorination Station to the Green Tank
 - 60% of total unaccounted-for water is lost between the chlorination station and the Green Tank
- Existing PVC, galvanized and ductile iron waterlines installed prior to 2010
 - 35% PVC
 - 35% ductile iron
 - 3% galvanized
- Existing Residential and Commercial Meters
 - Meters are not currently tested for accuracy
 - Meter replacement program not currently in-place
 - Meter readings may be erroneous at the end of their service life
- *Install new meters at the Green Tank to identify the extent of unaccounted-for water between the Chlorination Station and the Green Tank*
- *Isolate locations with master meters to identify the extent of water loss*
- *Replace leaking water lines as they are discovered*
- *Implement a meter replacement program*



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Projected Water Demand for 2047

Scenario	Projected Water System Demand (GPD)	Maximum Unaccounted-for Water to Satisfy Demand (%)
Build-out of all Residential, Base Village & Kachina with 20% Increase in Visitation	116,000	36%
Build-out of all Residential, Base Village & Kachina with 20% Increase in Visitation and Incorporation of existing Amizette	123,000	32%
Build-out of all Residential, Base Village & Kachina with 20% Increase in Visitation and Incorporation of build-out for all of Amizette	125,000	31%

Through collaborative efforts, VTSV and TSVI estimated the service area at 25-year full build-out, including Amizette w/ growth, consists of the following units

- Single Family Residential 271 units
- Multi-Family and Condos 635 units
- Hotel Rooms 276 units
- Commercial Square Footage 205,572 sq.ft.



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Next Steps

- Pursue State and Federal Public Funding
- The Water Master Plan reports from GGI and DEC are essential components of funding applications
- Establish a Water Loss Program to monitor unaccounted-for water.
- Continue to carefully monitor spring flows
- Revisit baseline flow evaluation every 5 years and adjust projections as needed
- Utilize Gunsite Spring water supply to offset decline at the Phoenix Spring



GLORIETA GEOSCIENCE, INC.



DENNIS ENGINEERING COMPANY

Questions?



**Village of Taos Ski Valley
Village Council
Agenda Item**

AGENDA ITEM TITLE: **Consideration to Approve and Authorize Plumbing Material Purchase from Roger Pattison**

DATE: March 22, 2022

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

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The purpose of this agenda item is for discussion and consideration to purchase plumbing material for the Village's maintenance and operation of the water infrastructure.

In the past, there was an understanding that the Village had access to the plumbing materials of Mr. Roger Pattison's, stored on Village property. In previous conversations with the former Village Administrator and Public Works Director, it was the intention that the Village would purchase this inventory from Mr. Pattison for the Village's inventory.

Through conversation with Mr. Pattison, an agreement was reached on an amicable price for the material. The original list price when Mr. Pattison purchased the materials was \$70,438.63. This has been reduced due to age of the material to \$35,219.32. The bulk of the purchase is the eight (8) inch ductile iron pipe.

Recommendation: Staff recommendation is to approve the purchase of:

- 6" Bell end pipe joints - Schedule 50**
- 6" Gate valves**
- 6" Straight couplers**
- 6" 45° couplers**
- 6"x6"x6" T couplers**
- 6" Fire hydrant**
- 8" Bell end pipe joints - Schedule 50**
- 8" Straight end pipe joints - Schedule 50**
- 8" Bell end pipe joints - Schedule 52**
- 8" Gate valves**
- 8" Straight couplers**
- 8" 90° couplers**
- 8" 45° couplers**
- 8" 22.5° couplers**

8" 11.25< couplers
8"x8"x6" T couplers
8"x8"x8" T couplers
Corp stop risers sections
Round valve cover
Oval valve cover
Corp stop caps

RECOMMENDATION: Staff recommends approval of the purchase of plumbing material supplies from Roger Pattison.

PO Box 272, Elephant Butte, NM 87935
575-770-9371

INV #:	1001
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DATE:	3/10/2022
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Village of Taos Ski Valley
PO Box 100
Taos Ski Valley, NM 87525

On-site - VTSV

TERMS:

Net 10 days

QTY.	DESCRIPTION	PRICE	AMOUNT
	Sale of surplus plumbing materials - Village of TSV		
	Sale Items:		
36 (2)	6" Bell end pipe joints - Schedule 50	\$548.28	
4	6" Gate valves	\$1,900.00	
11	6" Straight couplers	\$668.25	
1	6" 45< couplers	\$84.70	
2	6"x6"x6" T couplers	\$261.80	
31	6" Fire hydrant	\$4,920.00	
22	8" Bell end pipe joints - Schedule 50	\$20,088.00	
1080 (60)	8" Straight end pipe joints - Schedule 50	\$17,744.40	
954 (53)	8" Bell end pipe joints - Schedule 52	\$7,030.80	
378 (21)	8" Gate valves	\$3,775.00	
5	8" Straight couplers	\$6,352.50	
77	8" 90< couplers	\$270.60	
2	8" 45< couplers	\$121.00	
1	8" 22.5< couplers	\$1,089.00	
9	8" 11.25< couplers	\$2,299.00	
19	8"x8"x6" T couplers	\$1,347.50	
7	8"x8"x8" T couplers	\$437.80	
2	Corp stop risers sections	\$495.00	
7	Round valve cover	\$735.00	
1	Oval valve cover	\$105.00	
3	Corp stop caps	\$165.00	
	TOTAL PURCHASES	\$70,438.63	
	Purchases Sub Total (50%)		\$35,219.32
	Thank you.	TOTAL DUE	\$35,219.32