



**VILLAGE COUNCIL REGULAR MEETING AGENDA
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, OCTOBER 25, 2022 2:00 P.M.**

- 1. CALL TO ORDER AND NOTICE OF MEETING**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. APPROVAL OF THE MINUTES OF THE SEPTEMBER 27, 2022 VILLAGE COUNCIL REGULAR MEETING**
- 5. CITIZEN'S FORUM** –for non-agenda items only. Limit to 5 minutes per person (please email awooldridge@vtsv.org to sign up)
- 6. COMMITTEE REPORTS**
 - A. Planning & Zoning Commission
 - B. Public Safety Committee
 - C. Firewise Community Board
 - D. Parks & Recreation Committee
 - E. Lodger's Tax Advisory Board
- 7. REGIONAL REPORTS**
- 8. MAYOR PRO TEM'S REPORT**
- 9. STAFF REPORTS**
 - A. Administrator Avila
 - B. Finance Director Griesedieck
 - C. Public Safety Director Vigil
 - D. Building Official Bowden
 - E. Planning Director Nicholson
 - F. Public Works Director Martinez
 - G. Clerk Wooldridge
- 10. OLD BUSINESS**
 - A. Discussion and Direction for Village Staff to Allow Return of \$140,000 in Escrow Payment toward the Development Impact Fees for the First Floor of the Fire Station Development to TSVI
 - B. Election Update
- 11. NEW BUSINESS**
 - A. Consideration to Approve **Resolution 2023-518**, Approval of agreement with the NM Department of Environment Capital Appropriation Project SAP 22-G2437-STB for Funds to Install Fire Hydrants in the Village of Taos Ski Valley
 - B. Consideration to Approve **Resolution 2023-519**, Approval of Agreement with the NM Environment Department of Capital Appropriation Project SAP 22-G2434-STB to Plan, Design, Construct, and Equip the Kachina Water Distribution Lines in the Village of Taos Ski Valley
 - C. Consideration to Approve a Second Amendment to the April 2021 TSVI-VTSV MOU Regarding a Village-Wide Water System Study and Development of a Master Plan. The Amendment is the second to the April 5, 2021 MOU and is intended to put to use the Repair Design Plan created through the June 28, 2022 Amendment to install Master Meters
 - D. Consideration to Appoint a TIDD Board Member
 - E. Consideration to Approve Letter of Support to Taos County for its Efforts and Plan to Implement an Additional 0.25% GRT to Fund Fire and EMS services in the Region
 - F. Consideration to Approve a Letter of Support to the New Mexico Office of Broadband Access and Expansion in Support of TaosNet Application for Grant Funding
- 12. MISCELLANEOUS**
- 13. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE**

VILLAGE COUNCIL
14. ADJOURNMENT

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



**VILLAGE COUNCIL REGULAR MEETING
DRAFT MINUTES
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, SEPTEMBER 27, 2022 2:00 P.M.**

1. **CALL TO ORDER AND NOTICE OF MEETING:** The regular meeting of the Village of Taos Ski Valley Council was called to order by Mayor Pro Tem Wittman at 2:00 p.m. Notice of the meeting was properly posted.

2. **ROLL CALL:** Notice of the meeting was properly posted. Roll was called:

Governing Body Present:

Mayor Pro Tem Tom Wittman

Councilor Henry Caldwell

Councilor Brent Knox

Councilor Chris Stagg

Staff Present:

Village Administrator Avila

Village Finance Director Griesedieck

Public Safety Director Vigil

Building Official Bowden

Planning Director Nicholson

Public Works Director Martinez

Village Clerk Wooldridge

3. **APPROVAL OF THE AGENDA**

MOTION: To approve the agenda as written

Motion: Councilor Knox

Second: Councilor Caldwell

Passed: 4-0

4. **APPROVAL OF THE MINUTES OF THE AUGUST 23, 2022 VILLAGE COUNCIL REGULAR MEETING and the AUGUST 26, 2022 VILLAGE COUNCIL SPECIAL MEETING**

MOTION: To approve the minutes, amending the typo in 11. B. of the Regular Meeting minutes.

Motion: Councilor Stagg

Second: Councilor Caldwell

Passed: 4-0

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

A. Homeowner Kathy Bennett thanked Chief Vigil, Village Law Enforcement, Village Fire Department, all of the business owners and residents, and everyone else who came out to form a motorcade and procession out of the Village to DeVargas Funeral Home after Neal's passing in the morning of August 22, 2022. Ms. Bennett also announced that she will be resigning from the Public Safety Committee and Firewise Community Board. Homeowner Trudy DiLeo has agreed to step in and chair these committees.

6. **COMMITTEE REPORTS**

A. **Planning & Zoning Commission:** Commission Chair Wittman announced that the P & Z meeting would be held on November 7, 2022 at 1:00 pm.

B. **Public Safety Committee:** Trudy DiLeo thanked Kathy Bennett and Mayor Neal King for their dedication to the Village of Taos Ski Valley. She also thanked Sheila Duffy for her hard work on the Public Safety and Firewise Board. Ms. DiLeo welcomed Ben Pitz as the newest member of the Committees. Chief Vigil relayed that quite a few changes have taken place

in the Public Safety Department, with Chief Vigil now in charge of Police, EMS, Fire, and Search and Rescue. Fire Chief Molina resigned, and Eddy Wisdom has stepped in to be Fire Chief, with Mitch Daniels as Fire Administrator. EMS Director Gonzales also resigned. Chief Vigil said that he has applications for the EMS Department and hopes to fill some positions soon.

C. Firewise Community Board: Chair Trudy DiLeo suggested discussing the NFL Grant status, which Mayor Pro Tem Wittman explained would be discussed later in the meeting in Building Official Bowden's report.

D. Parks & Recreation Committee: Committee Chair Kat Kett said that Parks and Rec was looking for additional members. The Committee is planning a Fall Appreciation gathering on October 21, 2022 at 5:00 pm at the Twining Campground around a bonfire. Benches are being constructed to be placed in various locations around the Village, with one bench being donated to honor Mayor Neal King and Kathy Bennett.

E. Lodger's Tax Advisory Board: no reports: No reports

7. REGIONAL REPORTS: No Reports

8. MAYOR PRO TEM'S REPORT: Mayor Pro Tem Wittman reported on his attendance at the Municipal League Conference in Albuquerque in September. He went specially to seek advice on the possibility of holding a special election to fill the vacant Mayor position. Mayor Pro Tem Wittman attended a function in Arroyo Seco where Governor Lujan-Grisham spoke, and Wittman thanked her for the \$750,000 grant for water line repairs in the Village. Mayor Pro Tem Wittman said that he was proud to have participated in spreading Neal King's ashes on Kachina Peak on September 17, 2022. A Planning and Zoning Commission training hybrid meeting was held at the Lake Fork Meeting Room. The contract with Village Attorney Baker was terminated on September 15, 2022. More information will be available at a later date.

9. STAFF REPORTS

A. Administrator Avila: Administrator Avila said that he attended the Enchanted Circle meeting. Discussion took place concerning the State Funding of \$5 million to various projects within the Enchanted Circle.

The Village office is open full time Monday through Friday.

The Wastewater Treatment plant work is still underway. Corrections should be completed by IWS in the first part of October.

The Kachina water tank booster station's designs have been started. TSVI has been exploring the possibility of finding meters for these stations.

The Village Complex will be discussed further on in the meeting, but Administrator Avila said that he is working on obtaining additional funding for Units 9 and 10, above the original insurance claim funds.

KCEC undergrounding joint trenching on Coyote, Chipmunk, and Phoenix has been completed. The Amizette Alleyway undergrounding project has been delayed due to KCEC and the Village having issues getting material for the project.

Work completed pursuant on the Water Study recommendation is anticipated to be a TIDD project.

A meeting will take place in October between TSVI and the Chamber of Commerce concerning the Post Office and any updates.

Administrator Avila welcomed Carol Griesedieck as the new Finance Director.

B. Finance Director Griesedieck: Finance Director Griesedieck is familiarizing herself with the

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Village Municipal accounting processes.

An Income and Expense Report was presented, as well as the GRT and Lodgers Tax report, as before. The Income Summary and the Expense Summary run from July to August 2022. The reports show percentages by fund for Village income and expenses.

Administrator Avila said that new software for the Finance Department will be purchased within the next three months.

C. Public Safety Director Vigil: Chief Vigil reported previously in the meeting about the recent staffing changes in the Public Safety Department. Chief Vigil said that two Police officers graduated from the Fire Academy, along with Chief Vigil, and other firefighters. The Fire Department has been helping with EMS calls. Volunteers include qualified Search and Rescue, Ski Patrol, and Paramedic members.

D. Building Official Bowden: Official Bowden reported that there has been continued fair and impartial assessment for mitigation work in the Village for private properties. The Village will be separated by zones that can be defended well by fire fighters. There is an extensive work plan that is almost completed for submission to NM State Forestry. Once this submission is approved it will then go to the NM State Legal Department for review in order to meet the standards for the Federal Monies to be dispersed. He said that the paperwork will be submitted to US Forestry within the next few days. A list was presented of names of citizens that qualified for the mitigation. Councilor Caldwell asked that letters of explanation be sent to citizens that have applied for the NFL Grant and did not meet the standards.

E. Planning Director Nicholson: Director Nicholson reported that the Village had been successful in obtaining a trail grant from the NM State Outdoor Recreation Division. This will help to develop five Village trails.

The initial assessment of Development Impact Fees for the Hotel St. Bernard shows that a little over \$1.8 million, before any discounts, should be collected to help fund critical Village capital projects. In response to a question from Councilor Caldwell about whether the Village would qualify for another intern, Director Nicholson said that the matter would have to be discussed directly with AmeriCorps.

F. Public Works Director Martinez: The Public Works report was included in the packet and is on the Village website.

G. Clerk Wooldridge: No report

10. OLD BUSINESS

A. Discussion and Direction from Council of Village Complex Property, Considering Public Value of the Property and Projected Net Proceeds of the Transaction

Administrator Avila reported that an appraisal had been done of the Village Complex. A market value figure is needed to decide whether it would be more beneficial to put the Complex up for sale, or to use it for public functions. The Village filed insurance claims for damage done to the buildings by several incidents of trees falling on the buildings.

Councilors expressed interest in providing affordable housing in the Village, at the Complex. The question arose as to whether the Staff is interested in using the facility as additional office space.

Councilor Stagg, Councilor Caldwell, and Councilor Knox said that they oppose putting the complex up for sale at this time. Mayor Pro Tem Wittman would like to put the complex up for sale to see how much any bids are worth. Administrator Avila said that the units are up to standard and can be rented. The complex is already being used for Village Office space. Administrator Avila said that some of the apartments could be sold as condominiums, while other units could remain as Village office space. Alternatively, the entire complex could be sold. There are many options remaining to be discussed regarding the Complex, and the pros and cons of keeping it or selling it.

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Councilor Caldwell volunteered to lead an effort to meet with Building Official Bowden and Planning Director Nicholson, discuss plans for the complex, and come up with a solution and other options and move this item forward.

MOTION: To Nominate Councilor Caldwell to explore options for the Village Complex

Motion: Mayor Pro Tem Wittman Second: Councilor Stagg Passed: 4-0

B. Consideration to Approve and Authorize Plumbing Material Purchase from Roger Pattison

Administrator Avila explained that the Public Works Department would be able to utilize the materials as they are in good condition. The materials will be used internally and not for projects using contractors.

MOTION: To Approve and Authorize Plumbing Material Purchase from Roger Pattison

Motion: Mayor Pro Tem Wittman Second: Councilor Stagg Failed: 1-3 (Councilors Caldwell, Knox, and Stagg voting nay)

11. NEW BUSINESS

A. Consideration to Affirm Escrow Agreements for TSVI Firehouse, Mogul Medical, and Warehouse Developments:

Administrator Avila said that the Village has an ordinance that requires development and impact fees to be paid in full in order for the Village to issue a building permit. TSVI agreed to deposit the entire amount of the fees into an Escrow Account until such time as the Council voted on any discounts to these fees for TSVI. The Agreements were discussed.

MOTION: to Affirm Escrow Agreements for TSVI Firehouse, Mogul Medical, and Warehouse Developments:

Motion: Mayor Pro Tem Wittman Second: Councilor Knox Passed: 4-0

B. Consideration to Approve Development Impact Fee Discounts for TSVI Firehouse, Mogul Medical, and Warehouse Developments:

Administrator Avila explained that after much consideration to the TSVI discount request, the Village responded that the discount requested from the total amount due of \$312,055.00 was not substantiated. After a discount is applied, the amount due would be \$211,040.00.

Staff Recommendation: Approval of the discounts to the DIF for the Mogul Medical (5,640 sf), Firehouse Complex (16,038 sf), and Warehouse (7,500 sf) Development project not to exceed \$101,015.00 on the assessed DIF due of \$312,055.00 for an amount due of \$201,040.00.

Councilor Caldwell said that he thought the discounts were high considering the Village's current finances and that the Village has a lot of other expenses coming up. Chaz Rockey said he would like to clarify that this was partially in negotiation and a clarification and discussion of the interpretation of the new development impact fee ordinance. This is one of the first projects that TSVI has been assessed on under the new Ordinance. Mr. Rockey requested that the Council look at the Ordinance and address any loopholes that seem to have come up which may have been unintended, and to acknowledge that since TSVI is paying the impact fees for the existing Mogul Medical, this project be a credit item when the Hotel St. Bernard Project is done.

MOTION: To Approve Development Impact Fee Discounts for TSVI Firehouse, Mogul Medical, and Warehouse Developments as outlined

Motion: Councilor Stagg Second: Mayor Pro Tem Wittman Passed: 3-1 (Councilor Knox voting nay)

C. Consideration to Approve GIS Services Agreement with Sage GIS LLC

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Administrator Avila explained that this agreement was a renewal of a previous year's contract. This agreement is for the continued development a Village GIS system. The service is important currently to the NFL project. The limit of the contract is \$36,000.00 with a rate of \$28.00 per hour at 1200 hours.

MOTION: To Approve GIS Services Agreement with Sage GIS LLC

Motion: Councilor Stagg

Second: Councilor Caldwell Passed: 4-0

D. Consideration to Approve an MOU between the North Central Rural Transit District and the Village of Taos Ski Valley to Provide 2022-2023 Ski Season Winter Bus Service

Administrator Avila explained that there is a need for transportation services to allow visitors and staff an alternative for reaching the Village during ski season. There has been an agreement most years, using lodgers tax money to fund the service. This winter's schedule was presented, and the hope is that there will not be a shortage of drivers, as there has been in recent years. The Village would commit to \$42,140, while the Town of Taos would commit to \$25,000, and Taos County to \$20,000.

MOTION: to Approve the MOU between the North Central Rural Transit District and the Village of Taos Ski Valley to Provide 2022-2023 Ski Season Winter Bus Service

Motion: Councilor Stagg

Second: Councilor Caldwell Passed: 4-0

E. Discussion of Special Election

Mayor Pro Tem Wittman stated that we cannot have a special election until after February 17, 2023 because of timing restrictions in the election code. He reported that he has an inquiry ticket into the NM Secretary of State's office, and Charles Romero has been assigned to the ticket. Per Village Clerk Wooldridge all possibilities are being investigated concerning holding a special election. The Village has not received a clear answer from the Secretary of States' office, the NM Municipal League, or from the Taos County Bureau of Elections. The Statutes don't always match up, it appears. Mayor Pro Tem Wittman suggested that once the Village hears back from the Secretary of State, the Council could hold a special meeting if necessary.

F. Consideration to Approve Contract with Coppler Law Firm, P.C. for First Amended Professional Services Agreement as Special Counsel for Wastewater Matters, and Other Matters as Specifically Assigned.

Per Administrator Avila this is an amended agreement/contract for special services for legal support. surrounding the Wastewater Treatment Plant, and the issues between the General Contractor and Sub-Contractor for the membrane reactors that were provided. There is a possibility the Village could be drawn into litigation.

MOTION: To Approve the Contract with Coppler Law Firm, P.C. for First Amended Professional Services Agreement as Special Counsel for Wastewater Matters, and Other Matters as Specifically Assigned.

Motion: Councilor Stagg

Second: Councilor Knox

Passed: 4-0

Councilor Caldwell asked that someone monitor this situation closely for the Village's interests.

12. CLOSED SESSION

A. Discussion of Threatened or Pending Litigation. This matter may be discussed in closed session under Open Meetings Act exemption 10-15-1(H) (7)

MOTION: To Move to Closed Session

Motion: Councilor Stagg

Second: Mayor Pro Tem Wittman

Passed: 4-0

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MOTION: To move to Open Session

Motion: Councilor Stagg Second: Mayor Pro Tem Wittman Passed:4-0

No action was taken in Closed Session.

13. MISCELLANEOUS: No Reports

14. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL: The next meeting of the Village Council will be held on Tuesday October 25, 2022 via zoom.

15. ADJOURNMENT

MOTION: To Adjourn

Motion: Councilor Stagg Second: Councilor Caldwell Passed: 4-0

The meeting adjourned at 5:30 p.m.

Mayor Pro Tem Tom Wittman

ATTEST

Clerk Ann Wooldridge

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

John Avila
Village Administrator
Village of Taos Ski Valley Council
Monthly Briefing
October 25, 2022



*** Ongoing & Past Projects ***

COVID -19 - Pandemic Emergency:

Village Offices are following the NM Department of Health Order and are OPEN for visitors and hours of operation are still **9AM -4PM M-F** mask use optional per individual consideration and caution. Staff work is in office and Staff meetings are no longer remote.

Symptomatic employees should be directed to Rapid Testing, but it is not appropriate for asymptomatic people - it is best to get a Rapid test after 24 hours and up to 5 days of symptoms. Consortium says: Have Covid Symptoms? Stay HOME, get tested. Taos region case **rates** change drastically with the influx of visitors as our population changes Vs the resident base. For NM YTD 2022, Cases 272,080 Deaths 2,782

Village requirements are to be evaluated with each DOH amendment. Village restrictions will be reevaluated for any changes on a monthly basis. Although NMDOH dropped mask requirements again, this happened last year and cases surged. The Village still recommends masks and sanitized surfaces in common areas, to allow some percentage of protection against impact of Variants and to protect individuals with compromised health.

WWTP

The corrections to the Wastewater Treatment plant started mid-October with a target of 30 days to corrected operation and before the start of the Ski Season. Conclude testing reports for equipment replacement and the Village is working with the contractors to pursue the funds needed to make corrections. Currently Integrated Water Systems is at risk for the improvements and has the Village to help with costs for completing the other half of the correction. Their engineers and technicians are addressing system operations issues including monitoring programs, ceramic plate performance, improving the ultraviolet treatment and injector. The temporary treatment plant has been removed when IWS arrived for work on the plant.

Kachina Water Tank

Ensuring that the water delivery is optimum, Public Works has reviewed the onsite status of operating systems for the Kachina Tank including water delivery. The project will not be accepted as final until conditions to correct segregation valves are met. Because of COVID product lead times and work

demands, the engineers have not yet secured the valves for correction. The correction of segregation valves is guaranteed at no additional cost to the Village.

Until the permanent Water Booster Station is built, the temporary pump station upgrades allow for remote automatic operation between the pumps and tank equipment. Funding documents were received signed from the Secretary to start with NOA and NTP. The temporary pump station is operational and can receive remote commands through the fiber installation. The temporary pump station has a limited useful life but will suffice until the permanent Kachina Water Booster Station is constructed for service of the Kachina Water Tank. Plummer has begun design work for the Booster Station and latest are under review.

Additional Water Distribution lines below Kachina Tank will also need to be constructed along with replacement of lines. House Bill 2 has \$5M for Taos County Projects from Apportionment Contingency Fund Appropriation of which \$750,000 grant funding has been identified for Village Water line repair. The funding must be utilized by June 2025 and the agreement is approved and signed with the Department of Finance These are Federal Funds that will have different reporting standards to State Capital outlay.

Village Complex

There is increased interest among employees for housing at the Village Complex, but the operation is an enterprise fund and must produce enough revenue to cover expenses or be part of compensation. 75% occupancy of units is possible this summer including employee housing.

The damage from the snow gale to units 9,10 and 1 was assessed, after the insurance adjuster and the engineer visiting the site. The Village appealed the loss valuation and the additional loss is under SIF consideration. Because of the structural damage, repair estimates are pending and will be higher than demolition of the entire unit. The Village will procure repair of the units 9 and 10. The appraisal services to establish a base line market value of the Village Complex at 1346 NM150 is one measure of value the insurance replacement cost is another and the market for individual units is yet to be determined.

The previous recommendation for workforce condominiums in the apartment units and using the front of property for Public Safety may have gained traction with Staff as the most cost-effective use of the property. Because the apartment units alone will require over 2,000 Ft Sq for parking the site would not be optimal for moving all Village offices to the site. But the site does have room for Public Safety Administration offices. Some considerations for converting the apartment to Condominiums are, Review by Planning and Zoning and recommendation to Council for approval of Public property status. After the Village completes condominium conversion, the Village Council would transact the sale of the units through ordinance.

The Village is currently making use of the property as the Building Inspector, Public Safety Housing EMS/Fire, Police and Fire Administration Offices are currently housed in Village Apartment units. The use of the units as office space and EMS bunking rather than as apartment housing, has reduced the average cost per unit of sewage pumping and utilities budget to \$10,000 annually. The office assignment of the Police Department replaced the previous 20year assignment to a construction trailer. The old trailer was surplus and removed. The Village Offices at the "Taos Mountain Lodge" location are housed in separate units.

Additional claims for damage after two more wind events sent surrounding trees into the buildings, are filed with the NM Self Insured Fund. A police vehicle was also damaged and a claim was filed and paid.

Facility Undergrounding

Kit Carson Electric Cooperative is again awaiting an answer from the USFS after receiving no permission from NMDOT for access on the south side of the highway. We recommend getting private access along the frontage of NM150 if we don't have a report of progress with NMDOT/KCEC after many attempts this month. The Village excavation contractor is waiting approval to start work on NM 150.

Village GIS mapping was requested to show those properties that are within reach of connection to underground but have not yet made the connection. This mapping will show the properties that are required to make underground connection to KCEC.

Other KCEC priority underground projects completed are underground for the alleyway between Gusdorf and Emma in Amizette, the joint trench installation of underground electricity with gas line expansion from Coyote – Phoenix. Delayed last year by shortages in qualified operators and KCEC material shortages. Initial coordination of the VTSV, KCEC and NM Gas allowed a plan for a joint trench installation for both electricity and gas lines on Coyote, Chipmunk and 500 ft. of Phoenix. This project will eventually allow for several sections of overhead electrical line to be installed to underground as well as bring the NM gas facilities near properties along the route.

The trenching project for Upper Twining could not be completed this season as KCEC could not guarantee materials. Pandemic supply issues, hurricane and international conflict were reasons given for the shortages. We are left to plan the project for next construction season.

Additional underground installation is being accomplished with the TIDD Entryway projects in the parking lot, near Thunderbird Road and Firehouse Lane. These are predicted to allow removal of some overhead poles on Twining Road.

Reminder: Once the underground service is available near a property, the steps to connecting underground are:

The Owner to engage a contract electrician for work on their property,

Then together contact Kit Carson Electrical Cooperative with the meter number and request an upgrade to an underground service, **KCEC** and the electrician will contact the Village for underground permitting and start credit request for public Right of Way work,

Proceed with underground work and connect to the underground service,

Make the credit application for the portion of work done in the public ROW. If the property is undeveloped, the request is for a new service.

TIDD

The Tax Increment Development District is the mechanism that certain economic development investments by the designated developer (TSVI) are to be funded by tax revenues from the Village, County and the State. The tax is charged in most areas of the Village for project funding and correction for the misdirected payments is now addressed immediately. TIDD is a separate political subdivision of the State and the Board has fiduciary responsibility for oversight of those taxpayer dollars that pay the Tax Increment Funds Bond. Construction is completed and landscaping along the project for Thunderbird/Ernie Blake Roads with designated snow storage. Public Safety signage is installed for this TIDD project.

The planning documents, Village Water Study, the first amendment Water Line Repair Plan and second amendment for Master Meters installation are anticipated as TIDD eligible projects. The project status as a TIDD eligible project is intended to be dedicated after completed.

Three of four facility projects were accepted for dedication by the Village and the record is forwarded to the TIDD Board for review and approval for reimbursement of the TSVI developer.

Entry Road:

Pending TIDD project; Entry Road development by Taos Ski Valley Inc. has been presented to the Village at the Council Work Shop. Questions and comments are provided to TSVI for their application to US Forest Service permit. The Village gave support to the US Forest Service Master Development Plan submission resolution. The Village is waiting for final drainage drawings and Q&A for the project design to be approved by Council.

Staff review of design drawings generated some questions for a TIDD project Q&A. Page 3 of the plans shows which part of the project is TIDD eligible. It should be noted that the plans should be considered as 90% Construction Documents as minor adjustments are still being made.

Items

Public Property Sale

The Village has received an offer of purchase for Village property. The disposal of public property should have an independent review and recommendation to the Council. The Planning and Zoning Commission (NMSA 3-19-11) will be asked to review for appropriate status to dispose of the property and make a recommendation to Council for Resolution of approval. Once Council Approves the property for sale, the sale of the property will be conducted through Ordinance (NMSA 1-5-23). The offer is to acquire the Kachina Open Space parcel (4.434 acre Southwest Open Space Tract, Parcel 3, Kachina Subdivision Block O) from the Village for private use.

USPS /Safety

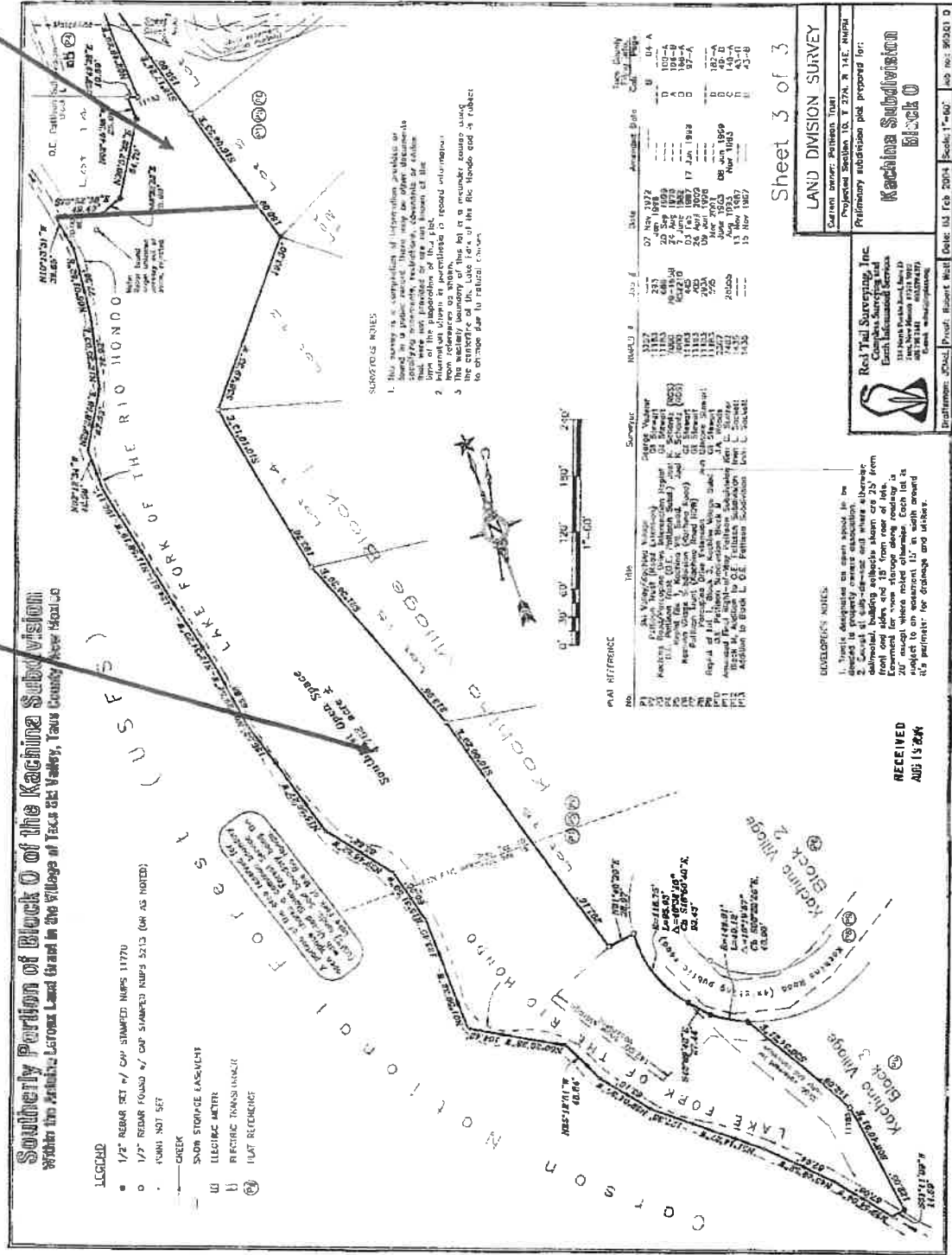
At the Public Safety Meeting the Status of the USPS in the Village of Taos Ski Valley. Updates from the Chamber on the status of the contract with TSVI to operate a unit are still pending. The Chamber met October.

The Chamber is not scheduled to be present in the room but do have some presence and the PO room is left unlocked as long as the building is unlocked. There is no agreement with the Chamber to operate the unit.

Parcel 3 (Block 0)

Parcel 3

0.328 acres sold to Quast in 2016



Council Notes for October 25, 2022 Meeting:

Revenues Sept 2022:

GRT : This month last year: \$84,767

_This month this Year: \$68,454

Last Year YTD: \$194,679

This Year YTD: \$ 158,178

Lodgers Tax:

This month last year: \$26,765

This Month this year: \$26,135

YTD Last year: \$83,827

YTD This year YTD: \$73,492

REVENUES:

- We received **\$17,589** in hold harmless GRT revenue in September which will be transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is down approximately 19% from last year.
- Fiscal YTD Combined Water and sewer sales are up approximately 29% from last year.
- Fiscal YTD Lodger's tax collections are down 12% from last year.
- Fiscal YTD Building permits are up 376% from last year.
- Village received \$3,185 in property tax collections in September 2022 for a YTD total of \$21,831. Collections are up 91% from last year.
- **The TIDD received \$94,914 in GRT in September**

• EXPENSES:

- The first Annual payment on the Fire Truck Loan occurred in September 2022
- The higher amounts paid to outside contractors for the first quarter of FY23 vs the same period last year include:
 - Payments for the Airport (\$75,000) and the Employee Shuttle (\$49,250) on last fiscal year's Lodgers Tax Budget paid in the current fiscal year
 - Recruitment costs (\$22,500)
 - Increased monthly payments of \$10,000/mo to the chamber per the current Lodgers Tax Budget for 3 months (\$30,000)
 - Expenses to date for the Utility Undergrounding (\$47,318)
 - Annual Plaza Contribution to TSVI (\$50,000)
- Capital expenses of \$55,948 consist of 3 police Vehicles fully loaded for \$36,000 and a new server for \$19,948.

October Events

- October 6-7, 2022 Auditors onsite work completed.
- October 11-14, 2022, Successful completion Procurement Code Certification classes - Maureen & Carroll
- FY2023 Q1 report due to be submitted to LGD, due 10/31/22

2:35 PM

10/20/22

Cash Basis

VILLAGE OF TAOS SKI VALLEY

Profit & Loss

July through September 2022

	Jul - Sep 22	Jul - Sep 21	\$ Change	% Change
Ordinary Income/Expense				
Income				
4016 · Revenue - GRT ITG Telecom	47.51	15.77	31.74	201.3%
4017 Revenue GRT Comp Tax	1,440.35	2,052.60	-612.25	-29.8%
4012 · REVENUE -Water Sales	43,035.37	33,468.75	9,566.62	28.6%
4013 · Revenue - Sewer	172,141.43	133,899.99	38,241.44	28.6%
4018 · REVENUE- GRT HB 6	0.00	253.34	-253.34	-100.0%
4019 · REVENUE-Hold Harmless GRT	38,086.24	34,085.96	4,000.28	11.7%
4020 · REVENUE - GRT MUNICIPAL	75,145.46	189,965.70	-114,820.24	-60.4%
4021 · REVENUE - GRT- STATE	73,796.11	0.00	73,796.11	100.0%
4025 · REVENUE -LIQUOR LICENSES	0.00	500.00	-500.00	-100.0%
4026 · REVENUE - BUSINESS LICENSE	4,030.00	3,650.00	380.00	10.4%
4027 · REVENUE - OTHER	67,433.29	23,627.41	43,805.88	185.4%
4028 · REVENUE - GASOLINE TAX	1,336.32	1,347.02	-10.70	-0.8%
4029 · REVENUE - LODGER'S TAX	73,491.77	83,826.58	-10,334.81	-12.3%
4031 · REVENUE - PARKING FINES	52.00	35.00	17.00	48.6%
4032 · REVENUE - ANIMAL LICENSE	107.50	0.00	107.50	100.0%
4034 · REVENUE - MOTOR VEHICLE FEES	6,568.55	4,637.99	1,930.56	41.6%
4035 · REVENUE - BUILDING PERMITS	42,099.88	8,846.80	33,253.08	375.9%
4036 · REVENUE -Licenses/Permits Other	10.00	750.00	-740.00	-98.7%
4037 · REVENUE - GENERAL GRANTS	54,304.50	28,104.50	26,200.00	93.2%
4046 · REVENUE - SOLID WASTE FEE	20,027.90	17,043.90	2,984.00	17.5%
4047 · REVENUE - OTHER OPERATING	1,969.01	1,371.45	597.56	43.6%
4049 · REVENUE - FIRE GRANTS	119,296.00	106,403.50	12,892.50	12.1%
4058 · Plan Review Fees	11,343.68	916.44	10,427.24	1,137.8%
4059 · Proceed NMFA Issuance of Debt	0.00	454,115.50	-454,115.50	-100.0%
4060 · WTB FY2016 revenue	4,950.07	0.00	4,950.07	100.0%
4100 · Miscellaneous Revenues				
4110 · Misc Revenue- TIDD reimburse	2,647.91	3,806.56	-1,158.65	-30.4%
4100 · Miscellaneous Revenues - Other	476.12	0.00	476.12	100.0%
Total 4100 · Miscellaneous Revenues	3,124.03	3,806.56	-682.53	-17.9%
4190 · Rental Fees	0.00	4,000.00	-4,000.00	-100.0%
7004 · REVENUE - FINANCE CHARGE ON W/S	359.68	581.13	-221.45	-38.1%
7005 · REVENUE - INTEREST INCOME	21,953.99	1,767.04	20,186.95	1,142.4%
7006 · REVENUE -INVESTMENT INTEREST	509.86	24.21	485.65	2,006.0%
7007 · REVENUE - INTEREST IMPACT FEES	16.08	16.24	-0.16	-1.0%
7010 · REVENUE - AD VALOREM TAX	21,830.78	11,409.22	10,421.56	91.3%
9000 · BEG. BALANCE	0.00	0.00	0.00	0.0%
Total Income	858,507.36	1,150,522.60	-292,015.24	-25.4%
Gross Profit	858,507.36	1,150,522.60	-292,015.24	-25.4%
Expense				
8433 · NMFA FY2022 Fire Loan Interest	190.33	0.00	190.33	100.0%
8432 · NMFA FY2022 Fire loan Principal	28,047.05	0.00	28,047.05	100.0%
6100 · Salary and Benefits				
6112 · SALARIES - STAFF	253,782.34	230,485.86	23,296.48	10.1%
6113 · SALARIES - ELECTED	7,105.80	7,878.42	-772.62	-9.8%
6115 · Overtime salaries	6,524.02	509.77	6,014.25	1,179.8%
6121 · WORKER'S COMP INSURANCE	0.00	10,306.00	-10,306.00	-100.0%
6122 · HEALTH INSURANCE	55,239.02	53,059.27	2,179.75	4.1%
6125 · FICA EMPLOYER'S SHARE	16,275.90	14,502.26	1,773.64	12.2%
6126 · WORKMAN'S COMP PERSONAL ASSESS	0.00	81.70	-81.70	-100.0%
6127 · SUTA STATE UNEMPLOYEMENT	357.84	257.29	100.55	39.1%
6128 · PERA Employer Portion	25,372.69	21,902.90	3,469.79	15.8%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	0.00	600.00	-600.00	-100.0%
6133 · Life Insurance	247.52	238.70	8.82	3.7%
6134 · Dental Insurance	3,612.89	3,422.19	190.70	5.6%
6135 · Vision Insurance	622.50	601.05	21.45	3.6%
6136 · FICA -EMPLOYER SHARE MEDICARE	3,806.43	3,391.67	414.76	12.2%
Total 6100 · Salary and Benefits	372,946.95	347,237.08	25,709.87	7.4%

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10/20/22

Cash Basis

VILLAGE OF TAOS SKI VALLEY

Profit & Loss

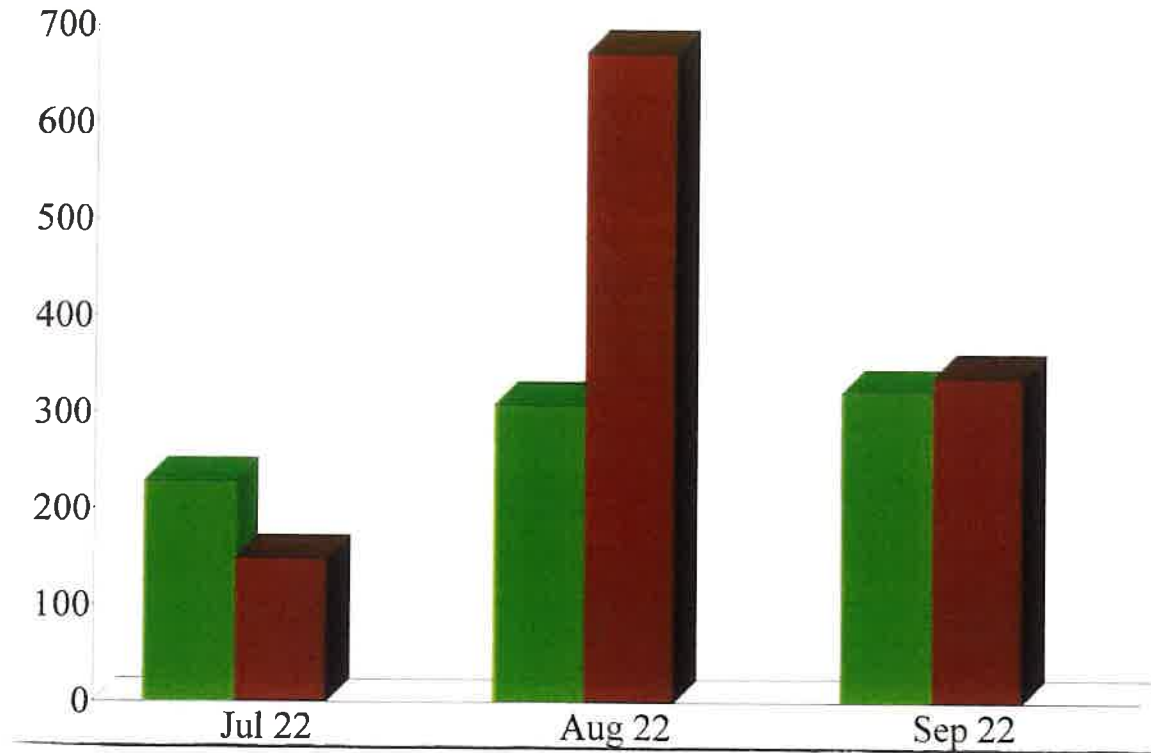
July through September 2022

	Jul - Sep 22	Jul - Sep 21	\$ Change	% Change
6220 · OUTSIDE CONTRACTORS	429,637.42	153,306.61	276,330.81	180.3%
6225 · ENGINEERING	0.00	2,064.92	-2,064.92	-100.0%
6230 · LEGAL SERVICES	36,973.00	18,493.92	18,479.08	99.9%
6242 · ACCOUNTING	15,224.12	3,384.53	11,839.59	349.8%
6251 · WATER PURCHASE, STORAGE	91.35	93.53	-2.18	-2.3%
6252 · INTERNET	2,552.60	2,135.52	417.08	19.5%
6253 · ELECTRICITY	17,765.80	18,697.52	-931.72	-5.0%
6256 · TELEPHONE	4,922.76	4,400.13	522.63	11.9%
6257 · RENT PAID	0.00	750.00	-750.00	-100.0%
6258 · WATER CONSERVATION FEE	55.98	76.20	-20.22	-26.5%
6259 · Natural Gas	2,813.90	780.17	2,033.73	260.7%
6270 · LIABILITY & LOSS INSURANCE	0.00	84,199.00	-84,199.00	-100.0%
6310 · Advertising	3,357.81	543.44	2,814.37	517.9%
6312 · CHEMICALS & NON DURABLES	35.10	2,484.88	-2,449.78	-98.6%
6313 · MATERIAL & SUPPLIES	29,777.45	13,939.26	15,838.19	113.6%
6314 · Dues/fees/registration/renewals	3,346.01	5,006.31	-1,660.30	-33.2%
6315 · BANK CHARGES	705.50	595.27	110.23	18.5%
6316 · Software	6,051.25	1,823.10	4,228.15	231.9%
6317 · Personal Protective Equipment	767.65	2,298.63	-1,530.98	-66.6%
6318 · Postage	321.50	349.00	-27.50	-7.9%
6320 · EQUIPMENT REPAIR & PARTS	-56.01	694.05	-750.06	-108.1%
6321 · BUILDING MAINTENANCE	22.79	0.00	22.79	100.0%
6322 · SMALL EQUIP & TOOL PURCHASES	4,388.67	0.00	4,388.67	100.0%
6323 · SYSTEM REPAIR & PARTS	5,900.29	1,618.50	4,281.79	264.6%
6331 · OUTSIDE TESTING SERVICES	1,433.50	1,938.43	-504.93	-26.1%
6332 · EQUIPMENT RENTALS	30,350.00	8,074.20	22,275.80	275.9%
6417 · VEHICLE MAINTENANCE	3,050.38	8,316.88	-5,266.50	-63.3%
6418 · FUEL EXPENSE	9,255.97	3,740.40	5,515.57	147.5%
6432 · TRAVEL & PER DIEM	896.56	1,086.76	-190.20	-17.5%
6434 · TRAINING	2,952.36	2,080.66	871.70	41.9%
6435 · Training Elected Officials	0.00	349.64	-349.64	-100.0%
6560 · Payroll Expenses	0.00	0.00	0.00	0.0%
6570 · Other Operations Expenses	3,791.50	4,582.49	-790.99	-17.3%
6712 · LAB CHEMICALS & SUPPLIES	2,462.51	731.98	1,730.53	236.4%
6713 · LAB MATERIALS & SUPPLIES	132.46	0.00	132.46	100.0%
6714 · LAB EQUIPMENT REPAIR & PARTS	50.00	0.00	50.00	100.0%
6715 · LAB SMALL EQUIP & TOOL PURCHASE	3,561.57	0.00	3,561.57	100.0%
6716 · LAB TESTING SERVICES	833.46	3,155.73	-2,322.27	-73.6%
8322 · CAPITAL EXPENDITURES	55,948.03	0.00	55,948.03	100.0%
8428 · Debt Service GRT FY2020 repay	7,789.95	7,789.95	0.00	0.0%
8430 · USDA FY20 Interest Expense	42,833.67	38,070.43	4,763.24	12.5%
8431 · USDA FY20 Principal Expense	28,800.33	33,563.57	-4,763.24	-14.2%
Total Expense	1,159,981.52	778,452.69	381,528.83	49.0%
Net Ordinary Income	-301,474.16	372,069.91	-673,544.07	-181.0%
Other Income/Expense				
Other Expense				
9001 · TRANSFER TO (IN) FUND	-180,752.09	-315,379.84	134,627.75	42.7%
9002 · TRANSFER FROM (OUT) FUND	180,752.09	315,379.84	-134,627.75	-42.7%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	-301,474.16	372,069.91	-673,544.07	-181.0%

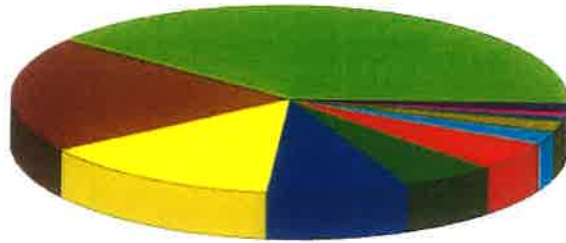
Income and Expense by Month
July through September 2022

Income
Expense

\$ in 1,000's



Income Summary
July through September 2022



03 ADMIN & GEN	39.88%
02 Sewer	20.09
18 FIRE CAP	13.95
15 LODGER'S TAX	8.56
14 LE CAP	5.59
01 WATER OPERATING	5.03
77 Environmental Enterprise	2.33
44 Underground Electric-GFRR	2.11
05 STREETS	0.92
66 FRF/American Rescue Plan	0.73
Other	0.81
Total	\$858,507.36

By Class ~~FUND~~

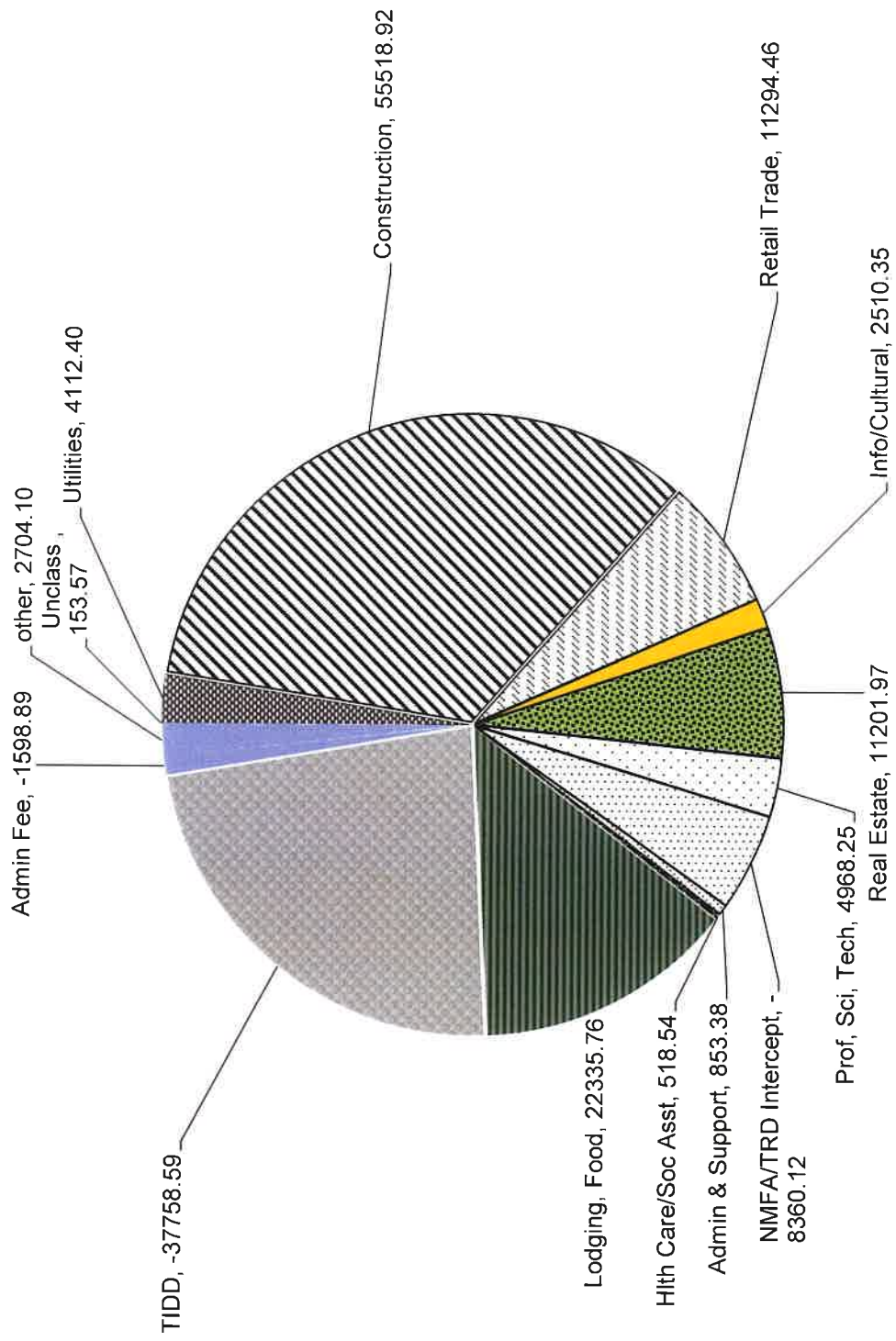
Expense Summary
July through September 2022



03 ADMIN & GEN	38.15%
15 LODGER'S TAX	19.32
02 Sewer	10.28
05 STREETS	7.82
44 Underground Electric-GFRR	5.00
01 WATER OPERATING	4.40
18 FIRE CAP	3.57
14 LE CAP	3.01
04 LAW ENFORCEMENT	2.92
63 USDA Debt & Reserve	\$-34,328.17
Other	5.53
Sub-Total	\$1,159,981.52

By Class ~~FUND~~

Village of Taos Ski Valley Gross Receipts Distribution collected for July 2022 recieved in September 2022



VILLAGE OF TAOS SKI VALLEY GROSS RECEIPTS & LODGER'S TAX COLLECTION SUMMARY

Gross Receipts Tax

CURRENT RATE = 9.3125%

GROSS RECEIPTS

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2012	\$64,073.01	\$26,203.38	\$23,181.89	\$42,430.30	\$50,186.45	\$32,954.89	\$47,797.29	\$207,267.40	\$162,805.78	\$182,358.83	\$200,924.87	\$42,673.54
YTD	\$64,073.01	\$90,276.39	\$113,458.28	\$155,888.58	\$216,075.03	\$249,029.92	\$296,827.21	\$504,094.61	\$666,900.39	\$849,259.22	\$1,050,184.09	\$1,092,857.63
FY 2013	\$36,835.14	\$20,863.12	\$45,705.38	\$27,699.69	\$66,674.98	\$48,677.59	\$50,727.81	\$178,549.60	\$163,125.28	\$166,032.40	\$203,817.88	\$21,818.85
YTD	\$36,835.14	\$57,698.26	\$103,403.64	\$131,103.33	\$197,778.31	\$246,455.90	\$297,183.71	\$475,733.31	\$638,858.59	\$804,890.99	\$1,008,708.87	\$1,030,527.72
FY 2014	\$32,785.51	\$20,399.76	\$33,382.63	\$32,521.83	\$42,153.17	\$47,625.85	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,868.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,568.97	\$658,464.77	\$858,587.84	\$1,067,531.84	\$1,299,098.68	\$1,369,944.64
FY 2016	\$37,891.82	\$20,239.04	\$97,742.38	\$25,839.07	\$197,397.64	\$95,985.99	\$224,614.99	\$103,161.00	\$166,682.00	\$180,838.00	\$201,624.53	\$38,366.93
YTD	\$37,891.82	\$58,130.86	\$155,873.24	\$181,712.31	\$379,109.95	\$475,095.94	\$699,710.93	\$802,871.93	\$969,553.93	\$1,150,391.93	\$1,352,016.46	\$1,390,383.39
FY 2017	\$119,909.94	\$55,423.48	\$87,873.13	\$142,357.47	\$41,995.22	\$148,618.10	\$142,636.32	\$187,613.18	\$204,129.97	\$165,451.68	\$208,890.93	\$76,774.96
YTD	\$119,909.94	\$175,333.42	\$263,206.55	\$405,564.02	\$447,559.24	\$596,177.34	\$738,813.66	\$926,426.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,864.17	\$48,702.07	\$58,630.68	\$75,354.62	\$89,599.77	\$118,550.59	\$207,717.57	\$250,972.85	\$212,959.98	\$187,022.24	\$243,419.70	\$35,925.42
YTD	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,558,719.66
FY2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,062.46
FY2020	\$73,181.77		\$83,775.61		\$88,409.53	\$146,106.99	\$125,934.38	\$319,335.98	\$239,931.17	\$274,561.13	\$284,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,652,811.41
FY2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06	\$122,193.28	\$251,925.28	\$236,440.15	\$214,210.24	\$289,075.34	\$55,873.27
YTD	\$68,159.90	\$142,393.78	\$188,880.72	\$270,929.98	\$360,870.36	\$510,135.42	\$632,328.70	\$884,253.98	\$1,120,694.13	\$1,334,904.37	\$1,623,979.71	\$1,679,852.98
FY2022	\$68,717.19	\$41,194.60	\$84,767.28	\$114,462.17	\$87,852.52	\$130,134.55	\$101,812.08	\$288,224.10	\$264,254.52	\$288,432.00	\$387,016.42	\$60,037.50
YTD	\$68,717.19	\$109,911.79	\$194,679.07	\$309,141.24	\$396,993.76	\$527,128.31	\$628,940.39	\$917,164.49	\$1,181,419.01	\$1,469,851.01	\$1,856,867.43	\$1,916,904.93
FY2023	\$54,648.70	\$35,075.40	\$68,454.10									
YTD	\$54,648.70	\$89,724.10	\$158,178.20	\$158,178.20	\$158,178.20	\$158,178.20	\$158,178.20	\$158,178.20	\$158,178.20	\$158,178.20	\$158,178.20	\$158,178.20

Current month GRT collections reflects money generated 2 months prior.

*Funds in this sheet are recorded as cash received

Lodger's Tax

CURRENT RATE = 5%

7/01/04 thru Current the tax rate is 5%; 2/97 thru 6/04 tax rate was 4.5%

LODGERS' TAX

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2012	\$5,123.77	\$5,559.34	\$7,292.78	\$3,573.23	\$2,125.17	\$25,832.86	\$57,242.46	\$54,829.42	\$66,115.91	\$72,972.48	\$6,978.68	\$4,665.17
YTD	\$5,123.77	\$10,683.11	\$17,975.89	\$21,549.12	\$23,674.29	\$49,507.15	\$106,749.61	\$161,579.03	\$227,694.94	\$300,667.42	\$307,646.10	\$312,311.27
FY 2013	\$3,611.20	\$6,647.21	\$6,362.49	\$6,914.30	\$3,587.06	\$4,412.71	\$41,548.72	\$58,051.35	\$69,819.08	\$65,779.34	\$2,387.53	\$1,223.37
YTD	\$3,611.20	\$10,258.41	\$16,620.90	\$23,535.20	\$27,122.26	\$31,534.97	\$73,083.69	\$131,135.04	\$200,954.12	\$266,733.46	\$269,120.99	\$270,344.36
FY 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,668.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88	\$8,960.06	\$6,207.19	\$6,521.15	\$71,990.70	\$56,655.53	\$68,454.45	\$74,080.27	\$1,667.88	\$3,332.25
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,338.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY2019	\$8,692.23	\$17,791.85	\$15,936.00	\$15,977.48	\$11,905.77	\$18,255.86	\$89,403.18	\$100,794.38	\$105,205.05	\$122,892.45	\$12,426.36	\$5,097.57
YTD	\$8,692.23	\$26,484.08	\$42,420.08	\$58,397.56	\$70,303.33	\$88,559.19	\$177,962.37	\$278,756.75	\$383,961.80	\$506,854.25	\$519,280.61	\$524,378.18
FY2020	\$9,107.40	\$23,176.76	\$18,926.00	\$18,538.79	\$15,121.36	\$16,682.78	\$100,415.47	\$111,589.79	\$111,413.82	\$68,226.73	\$472.24	\$-453.54
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09	\$201,968.56	\$313,558.35	\$424,972.17	\$493,198.90	\$493,671.14	\$493,217.60
FY2021	\$8,171.37	\$15,170.58	\$12,836.91	\$17,194.52	\$14,423.38	\$6,231.96	\$55,290.11	\$42,558.56	\$84,760.20	\$96,555.93	\$10,267.66	\$7,219.30
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76	\$74,028.72	\$129,318.83	\$171,877.39	\$256,637.59	\$353,193.52	\$363,461.18	\$370,680.48
FY2022	\$18,245.95	\$38,815.26	\$26,765.37	\$22,996.72	\$22,728.29	\$23,037.99	\$110,392.10	\$131,470.22	\$148,831.28	\$158,043.82	\$17,101.43	\$6,264.48
YTD	\$18,245.95	\$57,061.21	\$83,826.58	\$106,823.30	\$129,551.59	\$152,589.58	\$262,981.68	\$394,451.90	\$543,283.18	\$701,327.00	\$718,428.43	\$724,692.91
FY2023	\$17,714.27	\$29,642.49	\$26,135.01									
YTD	\$17,714.27	\$47,356.76	\$73,491.77	\$73,491.77	\$73,491.77	\$73,491.77	\$73,491.77	\$73,491.77	\$73,491.77	\$73,491.77	\$73,491.77	\$73,491.77

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

Monthly Public Safety Report

Sep-22

Law Enforcement	R. Salazar	J Gladeau	J. Hutter	V. Vigil	Totals	Last Year
911 Hang up						
Abandoned Vehicle	0	1	0	0	1	0
Alcohol Offense - Adult						
Animal Calls	0	0	1	1	2	0
Arrests						
Assists to other Agencies	2	1	1	0	4	7
B&E /Burglary						
Battery or Assault						
Business Alarm	1	1	0	0	2	3
Citizen Assists/Contacts	43	40	30	30	143	63
Civil Stand-by/Civil Complai	0	1	0	0	1	0
Disorderly /Disturbance	0	1	0	0	1	1
Domestic Calls	0	1	0	0	1	0
Embezzlement						
Foot Patrol Hours	32	30	8	4	74	58
Found/Lost Property	1	3	0	0	4	1
Fraud Complaint						
Harassment						
Health Orders						
Larceny	1	1	0	0	2	0
Law Unknown/Information	0	0	1	0	1	0
Missing Adult/Person						
MVC's	0	1	0	0	1	2
Narcotics Adult						
Natural Diasters						
Parking Citations	1	0	0	0	1	1
Private Property Crash						
Reckless Driver	0	0	1	0	1	3
Residential Alarm	1	0	1	0	2	3
Shots Fired						
Suicide Subject						
Suspicious Persons/Vehicles						
Theft	0	1	1	0	2	0
Traffic Enforcement Hours	12	16	38	10	76	56
Traffic Hazard	0	1	0	0	1	2
Traffic Stops	2	3	17	2	24	23
Tresspass Warnings						
Vehicle Theft						
Verbal Warnings	0	1	0	0	1	12
Welfare Check	0	2	2	0	4	3
Written Citations	2	0	5	0	7	0
Written warnings	0	2	12	0	19	20
Fire/EMS	1	1	1	3	6	1

Monthly Accomplishments for September 2022

Police Department Chief / Director Virgil Vigil

- Operation plans and preparations were established for October Fest that was held on September 17-18, 2022. This event went smoothly and no incident was reported.
- Fire Fighter Training Academy for Officer Hutter and Officer Gladeau was held on September 16, 17 & 18 in Red River N.M.. Both Officers attended and successfully completed the training.
- Two Active shooter classes were conducted in the month of September for Taos Ski Valley Inc. employees.
- Officer James Gladeau attended a Taser X7 Instructor Training Course and successfully completed the course.
- Speed Enforcement was in force to combat speeding and other traffic violation in the Village of Taos Ski Valley. Multiple citations for traffic violations were issued.
- Radios installation for two police units was completed and these units were activated into service.
- Lieutenant Salazar was able to assist me on my Chief duties, allowing me time to work with Fire Administrator Mitch Daniels and Volunteer Chief Eddies Wisdom. We were able to start to elevate the Fire and EMS Department up to standards instilled from the State Fire Marshal's Office. We also started purchasing items needed for these departments and established operation plans for the upcoming ski season.
- I worked on a Traffic Safety plan for the two structures being built at the end of Sutton Place. (**Traffic Plan**-The two structures are going to create a traffic hazard for the pedestrian crossing on Sutton Place, in front of the Snake Dance Condominiums, to the gondola that goes to the Rio Fernando Learning Center. The buildings will be creating a high volume of vehicle traffic during the Winter Ski Season for the crosswalks on Sutton Place. The main concern is the high slope on the road that causes a vehicle from being able to stop during the winter season in acclimate weather, where ice and snow is present. The road will also be congested with vehicle traffic causing the crosswalk heated with snow melt. This will also keep it ADA compliant (Adult with Disabilities Act). Design a bridge over the crosswalk from the Snake Dance parking lot to the Gondola lift. A manned Guard shack on the bottom of Sutton Street to control the traffic flow in and out the street. A crossing guard for the peak hours of 7:00 AM thru 5:00 PM during the winter ski season. Illuminated flashing traffic signs. Cameras covering the crosswalk that can be monitored when weather conditions are extreme, so proper safe protocol can be enforced by law enforcement. I also spoke with Chris Ortiz with the DOT (Department of Transportation). Mr.

Ortiz stated that we needed to have a visible crosswalk along with pedestrian crossing signage on both side of the roadway, also a possible traffic light depending on the amount of traffic that has been create.

Items In progress for October

- I'm still working with J&D electric to finish up the installation of the Warning sirens.
- We will have all the Officer's take the Taser X7 Certification to keep the Department up with standards to carry the X7 tasers according to department policies.
- Lieutenant Salazar and I will be working on updating the current Village of Taos Ski Valley policy and procedure for the Police Department to have them in compliance.
- We will be working on a traffic plan for the 2022/2023 Ski Season to help combat speeder on State Road 150.
- Continuing working with Fire Administrator Mitch Daniels and Fire Chief Wisdom to keep the EMS and Fire Department moving forward.

EMS Department

An internal job posting for an EMS Chief was initiated. Mr. Matt Rogers has shown interest and has applied for the position. Mr. Rogers is with the Taos Ski Valley Fire Department and with the Taos Ski Valley Ski Patrol/Taos County Ambulance and is a current Paramedic.

From TSVFD Fire Administrator Mitch Daniels

I have been working on the following this month;

- Completed the plan for a Community Curbside Wood Chipping Program.
- Wrapping up the VTSV CWPP to submit to Taos County.
- Unfortunately, the newest engine, E316, 2021 Dodge 5500 mini pumper did not pass the pump testing for a second time.
As I suspected this engine was not rated or tested for our altitude. We are moving forward with selling this unit and getting a vehicle that will fit our needs and elevation to protect our community.
- Working with Fire Chief Wisdom and Lt Sloan getting the proper gear and equipment, which is severely outdated, needed for our volunteer firefighters.

- Completed required testing for the ISO requirements, which we will likely have our inspection early next year. Ladder, hydrant and a second pump test for E316.
- Working with EMS Chief Rogers completing paperwork to submit to NM EMS Bureau as an EMS service, This will allow us to apply for NM EMS Bureau Grants.
- Meeting with USFS Questa District Ranger Adam LaDell regarding their projects and ideas along HWY 150 to TSV.
- Meeting with Taos County regarding a new county Fire/EMS GRT and how they are willing to share with the four municipalities within the county.
- Meeting with Firewise and Public safety committees.

Mitch Daniels
Village of Taos Ski Valley
Department of Public Safety
Fire/EMS Division Administrator

Council report through October 20, 2022

Inspections performed residential: 12

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family and commercial: 16

Permits issued since last council report:

0_ new residential building.

1_ residential repair/remodel

0_ residential demolition

0_ new commercial buildings permitted.

5_ commercial or multifamily repair/remodel permitted.

0_ demolition commercial permitted.

1_ Projects currently in application or submission review.

1_ Residential project in discussion of pending submission.

Narrative of other activities:

1. Arranging for plumbing weatherization of Village complex tree damaged units. Intent is to mitigate further damage due to any freezing pipe events.

2. Update of the Non-Federal Lands Grant. Work plan is 90% complete for submission to State Forestry and State Legal review at time of writing. Highest risk private properties work plans and pricing are October/November activities.

3. Walls are nearing completion at the new Mogul Medical and foundation and wall activities are continuing at the Firehouse/Admin building site. Hotel St. Bernard Demotion is entering final phase of building removal. Soon they will be moving into site work creating a clean skier experience.

4. Ratification of NCRTD and Village of Taos Ski Valley MOA for Blue Bus service through the town of Taos to the terminal at NM 150 and 68 to The Ski Valley was approved by the board at September NCRTD meeting. Management stressed that hiring staff to operate the service was a focus as over 14,000 riders used it in a 100 day period in 2019. Commissioner Fambro of Taos County mentioned to the Board that the service was much missed throughout the Town of Taos last season. A request was made by Commissioner Fambro at the September meeting that Microtransit (request only transit services) hours be extended to serve the Taos Air Flights that leave at 6:30 on scheduled days.

At the October meeting NCRTD staff reiterated their focus on hiring but said they had no true net gain in drivers as their few new hires were offset by attrition.

Planning & Community Development Department
Monthly Report to the Village Council
October 2022

Projects Updates and Key Initiatives:

Twining Road Reconstruction Project - Preliminary engineering and design completed. Geo-technical investigations, including roadway test pits, occurred on October 21. Intent remains to have all engineering and design work completed during FY 2023. Drainage, utility, and grade improvements are significant project components. Construction phase costs are estimated to be approximately \$8M.

Although the Project was ranked 2nd regionally by vote of North Central NM municipalities, tribes, and counties, the Transportation Project Fund request for construction funding was not selected by NMDOT. Additional financial support is needed, beside the \$1M identified in the TIDD program, to initiate and complete the construction phase.

Avalanche Hazard Assessment & Mapping Update - Preliminary field work occurred in September with another visit expected prior to snowfall. The report would provide a detailed review and update to the village's avalanche hazard maps and the existing avalanche hazard zoning ordinance. The current avalanche hazard maps are based on a 2001 Study by Arthur I. Mears, P.E. Since 2001, notable advances in avalanche science and new snow and avalanche data will lead to improvements in the Village's understanding and better land use regulations to protect the public's health, safety, and welfare.

Development Impact Fee Assessments - Payment of required Development Impact Fees (DIF) for three TSVI projects - Mogul Medical, Administration Building, and Warehouse facility are expected to be released from escrow shortly, since ratification by Council of the formal agreement during the September Meeting.

The DIF assessment for the proposed reconstruction of the Hotel Stain Bernard was provided to the applicant, TSVI. The total assessed amount is \$1,865,560.00, which is due prior to issuance of a building permit.

Recreational Trails Grant - In partnership with the RMYC, a Trails Plus grant has been awarded by the NM State Outdoor Recreation Division for development of five Village trail segments with linkages to adjacent established US Forest Service trails. Detailed trail assessments and field work occurred this month in preparation for trail development and built-out activities next summer.

Wayfinding signs and environmental education kiosks adjacent to the Kachina wetlands trail and other trail locations are included in the project grant.

Planning GIS Office - The FY '23 GIS services contract was renewed and signed in mid-Oct. The work program for the remainder of the month includes tasks for the NFL grant and Firewise, updating the new Village Trails map, Zoning mapping, E-911 compliance requests, and subscription management.

Planning Commission Meetings - No regular October Commission meeting. Next scheduled meeting is November 7, 2022 at 1pm in the Lake Fork Room. Tentative agenda includes consideration to approve the disposal and sale of 4.43 acres of Village owned Open Space and a Variance request for roofing material at 6 Porcupine Road. The date of the public hearing for the Conditional Use Permit request for the reconstruction of the Hotel Saint Bernard is now delayed until the Village obtains a new General Consul.

PUBLIC WORKS UPDATE

October 25, 2022

- Water:
 - Monthly sampling
 - Maintenance and Repairs
 - Water usage was up 20.2% from last year for the month of September.
 - Working on failed altitude valve which affected the area near the Green Tank
 - Replacement of two (2) inch galvanized water line on Upper Twining. Found approximately 10 small mist leaks on this section of line. In theory we could have been losing 100 gallons per day per mist which would be 1,000 gallons per day. Natural spring flowing through this area which would explain any if any water surfaced.
 - Contact with a company for quote for leak detection and should be here on 10-25-22
 - Worked with Taos Ski Valley Inc. to connect the Phoenix Grill to the Kachina Tank for fire suppression system for improved public safety for fire evacuation location.
 - Working with contractor working on private water line replacement on Upper Twining.
- Wastewater:
 - Plant Operations
 - No permit excursions
 - Cleaning sewer collection lines

Date	BOD Data		pH	TSS		NH ₃ (Ammonia)		Total P		Flow, MGD	E.Coli	Fecal	Date	Total N: mg/L		Total N: lb/d	
	mg/L	lb/d		mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	Daily	CFU	CFU		TKN + NO ₃ + NO ₂	TKN + NO ₃ + NO ₂	TKN + NO ₃ + NO ₂	TKN + NO ₃ + NO ₂
8			7.02							0.033	1.00	1.00	8	0.00		0.00	
13	2.00	0.83	7.21	0.03	0.01	0.36	0.15	0.07	0.03	0.050			13	2.12		0.88	
21			7.02							0.039	1.00	1.00	21	0.00		0.00	
Total		0.83			0.01		0.15		0.03	1.310			Total	Total Nitrogen			
7 Day Avg (MAX)	2.00	0.83	7.21	0.03	0.01	0.36	0.15	0.07	0.03	0.088	1.00	1.00	7 Day Avg	2.12		0.88	
Min	2.00	0.83	6.88	0.03	0.01	0.36	0.15	0.07	0.03	0.025	1.00	1.00	Min	mg/L		lb/d	
30 Day Avg (AVG)	2.00	0.83		0.03	0.01	0.36	0.15	0.07	0.03	0.044	1.00	1.00	30 Day Avg	2.12		0.88	#DIV/0!
Removal %		97.85%			99.77%												
Frequency	1	22	1	1	1	1	1	1	30	2	2	2					
	BOD Data		pH	TSS		NH ₃		Total P		Flow, MGD	E.Coli	Fecal					

- Staff
 - We still have one open position in Public Works department, and we have extended an offer to the top candidate
- Plant and Collections Update
 - Compared to the flow in 2021, we are up 78.1% for the month of September.
- Roads:
 - Continue to maintain drainage along the roadway
 - Cleaning of the Drop Inlets (DI's) and bar ditch maintenance
 - Worked with TSVI to clean out sediment in the Beaver Pond
 - Maintenance to Road
 - Road Grading
 - Reshaping of road grade due to heavy rain fall
 - Tree removal alongside the road from the December 2021 wind event
- Equipment
 - Routine equipment maintenance
- General Public Work tasks
 - Housekeeping in the buildings
 - Housekeeping around the Wastewater Treatment Plant
 - Hauling slash pile for residence use

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Discussion and Direction for Village Staff to Allow Return of \$140,000 in Escrow Payment toward the Development Impact Fees for the First Floor of the Fire Station Development to TSVI

DATE: October 25, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley has entered into an escrow agreement with TSVI for Development Impact Fees as allowed by Ordinance so that TSVI could pay into escrow the fees before the permit deadline and apply for discounts after the construction project was underway. The DIF discounts were determined, and those funds are to be returned to TSVI. Although allowed in the agreement, keeping the First-Floor fees in escrow is not necessary given the commitment of TSVI and the Village to identify and secure funds to be ready for the procurement process when the First Floor condominium is offered. Those DIF fees would not be added to the cost of the Village purchase and TSVI would collect the portion of the DIF \$140,000 for the portion that is not Village property for payment before the Certificate of Occupancy is allowed.

STAFF RECOMMENDATION: Staff is prepared to request release of the First Floor Escrow amount of \$140,000 to the Developer, upon direction of the Council.

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: **Election Update**

DATE: October 25, 2022

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

NMSA 3-11-2 outlines what should occur in the event of a vacancy of the mayor position, and NMSA 3-12-1 outlines what should happen in the event of a vacancy on the governing body.

Mayor Pro Tem Wittman and Clerk Wooldridge were able to hold a detailed conversation with Charles Romero of the NM Secretary of State's office on October 14, 2022. He explained that these two statutes work jointly to lay out the provisions for a vacancy. Unless a qualified elector is appointed to fill the vacancy on the governing body, with the advice and consent of the governing body, Mr. Romero explained that the position could be filled by having the mayor's position on the ballot at the next election.

The next Municipal Officer Election will take place in March 2024.

The Village Council may decide to opt-in to the Regular Local Election, which is held in November of odd-numbered years. This requires adoption of a Municipal Opt-in Ordinance to be submitted to the Office of the Secretary of State by June 30, 2023. It will have to be determined whether the terms of the elected officials will be reduced or extended to correspond with the new election date.

RECOMMENDATION:

This item is for discussion at this time.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution 2023-518**, Approval of agreement with the NM Department of Environment Capital Appropriation Project SAP 22-G2437-STB for Funds to Install Fire Hydrants in the Village of Taos Ski Valley

DATE: October 25, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley has applied for Capital Outlay and was awarded \$200,000 to purchase, equip, and install fire hydrants. The NM Environment Department grant agreement SAP 22-G2437 is required to have a Resolution passed by Council that approves the agreement. The project installation will be scheduled to start summer of 2023.

STAFF RECOMMENDATION: Staff recommends approval of **Resolution 2023-518**, Approval of agreement with the NM Department of Environment Capital Appropriation Project SAP 22-G2437-STB for Funds to Install Fire Hydrants in the Village of Taos Ski Valley.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2023-518**

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

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

Whereas, the Agreement is identified as DOE, SAP 22-G2437-STB;

Whereas, the Agreement is for \$200,000 to purchase, equip and install fire hydrants in Taos Ski Valley in Taos County.

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

1. Tom Wittman, Mayor Pro Tem , or successor is authorized to sign the Grant Agreement for this project,
2. And John Avila, Village Administrator, or successor is the OFFICAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact,
3. Also, is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

ADOPTED THIS 25 DAY OF OCTOBER 2022

Mayor Pro Tem, Tom Wittman

ATTEST:

Ann Marie Wooldridge
Village Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
CAPITAL APPROPRIATION PROJECT
TAOS SKI VALLEY FIRE HYDRANTS INSTALL
SAP 22-G2437-STB**

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

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 22, Paragraph 136, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

**SAP 22-G2437-STB (\$200,000.00) APPROPRIATION REVERSION DATE: June 30, 2024
Laws of 2022 Chapter 53, Section 22, Paragraph 136, Two Hundred Thousand Dollars (\$200,000.00):**

to purchase, equip and install fire hydrants in Taos Ski Valley in Taos county

The Grantee’s total reimbursements shall not exceed Two Hundred Thousand Dollars (\$200,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals Two Hundred Thousand Dollars (\$200,000.00) (the “Adjusted Appropriation Amount”).

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

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

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

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

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

Email: bertha.aragon@state.nm.us
Telephone: 505-670-3615

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

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

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

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

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

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

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

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

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

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Authorization Page

TAOS SKI VALLEY FIRE HYDRANTS INSTALL SAP 22-G2437-STB

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

Judith L, Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to May 24, 2021 Secretary of Environment Delegation Order

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

I. Grantee Information		II. Payment Computation	
A. Grantee: Taos Ski Valley		A. Payment Request No.	
B. Address:		B. Grant Amount: \$200,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 22-G2437-STB		F. Reversion Amount (if Applicable):	
E. Project Title: TAOS SKI VALLEY FIRE HYDRANTS INSTALL		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2024		H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw)	
		I. <input type="checkbox"/> Final Request for Payment (if Applicable)	
III. Fiscal Year:			
(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)			
IV. <input type="checkbox"/>		Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
V. <input type="checkbox"/>		Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
(State Agency Use Only)			
Vendor Code			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

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

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: _Andrea Telmo

FROM: Grantee: Taos Ski Valley

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 22-G2437-STB

Grant Termination Date: June 30, 2024

As the designated representative of the Department for Grant Agreement number SAP 22-G2437-STB entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

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

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

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

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

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

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

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

NMED ATTACHMENT A-Optional
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT DESCRIPTION

NAME OF GRANTEE: Taos Ski Valley

PROJECT NO: SAP 22-G2437-STB

The GRANTEE agrees to accomplish the project as described below:
to purchase, equip and install fire hydrants in Taos Ski Valley in Taos county

Signature and Date Grantee

Signature and Date CPB Project Manager

**ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY**

ARTICLE 1 REVIEW

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

- A. The Grantee may submit a more detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee, that are related to the project, for review and, if appropriate, approval. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If these grant funds are to be used for engineering and/or other professional services, the hiring process for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a copy of any executed engineering agreement and/or other professional services contract so a notice of obligation can be prepared and issued. If the Grantee's staff will be used to prepare the design, a letter certifying that must be submitted to NMED for the project records. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and will be supplied upon request. All amendments to the engineering agreement and/or other professional services contract must also be submitted to the NMED.
- D. A preliminary engineering report (PER), technical memorandum, or study by a registered New Mexico Professional Engineer may be required. The Grantee must submit the final PER, technical memorandum, and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER, technical memorandum, and/or study is to analyze and choose the most technically feasible and cost-effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. The Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, technical memorandum, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, bid documents, and engineer's construction cost estimate, for this project (prepared and sealed by a licensed and registered New Mexico Professional Engineer) to NMED **before** the project is advertised for construction bids, along with a letter from the Grantee stating that they have reviewed and accepted the plans and specifications. If required, the Grantee must also submit the plans and specifications to the appropriate regulatory agency for review and approval and provide a copy of the approval letter from the regulatory agency. Upon receipt of these documents the NMED will issue a letter confirming receipt of the required documents and informing the Grantee to proceed with advertising the project for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction bids. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.
- H. With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures.
- I. The Grantee will submit the recommendation of award, bid tabulation, complete bid submittal of the selected contractor, any addenda issued, and funding analysis listing all funds that will pay for construction to NMED for review and concurrence prior to award of the construction contract, along with a letter from the Grantee stating they concur with the recommendation of award to the selected contractor and price and confirming that the Grantee has sufficient funds for construction.
- J. The Grantee will submit the notice of the award, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to proceed to NMED. NMED will prepare and issue the notice of obligation for the construction cost making the grant funds available for reimbursement. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- K. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference. The Grantee will submit all modifications to the project contract by change orders to the NMED.
- L. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction. The Grantee will submit the inspector's résumé to NMED for review.
- M. All daily construction inspection reports shall be made available to the NMED upon request.
- N. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.
- O. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- P. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

ARTICLE 2 **NMED OVERSIGHT**

NMED inspection, review and oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 **CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee, the engineer of record and NMED.
- B. If the grant funds are to be used for preparation of a PER, technical memorandum, or study, final payment will be made after approval by NMED of the PER, technical memorandum or study.
- C. If grant funds are to be used for preparation of plans and specifications, final payment for plans and specifications shall be made after submission of final signed and sealed documents are submitted by the Grantee or their engineer of record with the letter from the Grantee stating that they have reviewed and accepted the plans and specifications.
- D. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title, as applicable. Appraisal reports are required for the purchase of used equipment.
- E. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. A certificate of substantial completion including punch list items.
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.
 - iii. A written consent of the surety, if any, to final payment.
 - iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

- v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.
- vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.
- vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

NMED Attachment C
NMED Contact Information Sheet
Project Number SAP 22-G2437-STB
Grantee Taos Ski Valley

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

Project Administration: Bertha Aragon
Project Admin Address: 1190 St. Francis Drive S-2072
Santa Fe, NM 87502
Phone: 505-670-3615
Email: bertha.aragon@state.nm.us

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

NMED ATTACHMENT D DISBURSEMENT REQUEST SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

B. PROJECT NUMBER

C. DISBURSEMENT REQUEST NUMBER

D. GRANT AMOUNT

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

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

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

Signature of Authorized Official:

Typed or Printed Name:

Phone:

Date:

X

NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 22-G2437-STB
Grantee Taos Ski Valley
Payment Request No _____

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

Official Representative, Signed Name, Printed Name, Date

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

Resolution Number

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

Whereas, the Agreement is identified as Project Number SAP

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

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

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

(Designated Agent or Employee Name), (Title), or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

PASSED, APPROVED, AND ADOPTED: _____.

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

(Signature)

Date

(SEAL)

ATTEST:

(Municipal Clerk)

Name of Grantee: _____ Project Number: _____
Current Authorized Signatures (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Official Representatives authorized to sign Disbursement Requests and All Other Documents,			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make Monthly CPMS Updates			
Name		Name	
Title		Title	
Signature	Signature Not Required	Signature	
Address		Address	
Email		Email	
Phone		Phone	

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution 2023-519**, Approval of Agreement with the NM Environment Department of Capital Appropriation Project SAP 22-G2434-STB to Plan, Design, Construct, and Equip the Kachina Water Distribution Lines in the Village of Taos Ski Valley

DATE: October 25, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley has applied for Capital Outlay and was awarded \$50,000 to plan, design, construct and equip the Kachina water distribution lines in the Village of Taos Ski Valley. The NM Environment Department grant agreement SAP 22-G2434-STB is required to have a Resolution passed by Council that approves the agreement. This project installation can be scheduled to start summer of 2023.

STAFF RECOMMENDATION: Staff recommends approval of **Resolution 2023-519**, Approval of Agreement with the NM Environment Department of Capital Appropriation Project SAP 22-G2434-STB to Plan, Design, Construct, and Equip the Kachina Water Distribution Lines in the Village of Taos Ski Valley.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2023-519**

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

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

Whereas, the Agreement is identified as DOE, SAP 22-G2434-STB;

Whereas, the Agreement is for \$50,000 to plan, design, construct and equip Kachina water distribution lines for Taos Ski Valley in Taos County.

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

1. Tom Wittman, Mayor Pro Tem , or successor is authorized to sign the Grant Agreement for this project,
2. And John Avila, Village Administrator, or successor is the OFFICAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact,
3. Also, is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

ADOPTED THIS 25 DAY OF OCTOBER 2022

Mayor Pro Tem, Tom Wittman

ATTEST:

Ann Marie Wooldridge
Village Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
CAPITAL APPROPRIATION PROJECT
TAOS SKI VALLEY KACHINA WATER DISTRIB LINES CONSTRUCT
SAP 22-G2434-STB**

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

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 22, Paragraph 133, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

**SAP 22-G2434-STB (\$50,000.00) APPROPRIATION REVERSION DATE: June 30, 2026
Laws of 2022 Chapter 53, Section 22, Paragraph 133, Fifty Thousand Dollars (\$50,000.00):**

to plan, design, construct and equip the Kachina water distribution lines for Taos Ski Valley in Taos county

The Grantee's total reimbursements shall not exceed Fifty Thousand Dollars (\$50,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals Fifty Thousand Dollars (\$50,000.00) (the "Adjusted Appropriation Amount").

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

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

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

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

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

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

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

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

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

Department. It shall terminate on June 30, 2026 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

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

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page

TAOS SKI VALLEY KACHINA WATER DISTRIB LINES CONSTRUCT SAP 22-G2434-STB
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution

by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

Judith L, Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to May 24, 2021 Secretary of Environment Delegation Order

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

I. Grantee Information		II. Payment Computation	
A. Grantee: Taos Ski Valley		A. Payment Request No.	
B. Address:		B. Grant Amount: \$50,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 22-G2434-STB		F. Reversion Amount (if Applicable):	
E. Project Title: TAOS SKI VALLEY KACHINA WATER DISTRIB LINES CONSTRUCT		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2026		H. __ GF __ GOB __ STB (attach wire if first draw)	
		I. __ Final Request for Payment (if Applicable)	
III. Fiscal Year:			
(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)			
IV. <input type="checkbox"/>		Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
V. <input type="checkbox"/>		Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
(State Agency Use Only)			
Vendor Code			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

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

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: _Andrea Telmo

FROM: Grantee: Taos Ski Valley

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 22-G2434-STB

Grant Termination Date: June 30, 2026

As the designated representative of the Department for Grant Agreement number SAP 22-G2434-STB entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [_____]
Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third-Party Obligation Amount: [_____]

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

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]

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

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

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

NMED ATTACHMENT A-Optional
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT DESCRIPTION

NAME OF GRANTEE: Taos Ski Valley

PROJECT NO: SAP 22-G2434-STB

The GRANTEE agrees to accomplish the project as described below:

to plan, design, construct and equip the Kachina water distribution lines for Taos Ski Valley in Taos county

Signature and Date Grantee

Signature and Date CPB Project Manager

**ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY**

ARTICLE 1 REVIEW

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

- A. The Grantee may submit a more detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee, that are related to the project, for review and, if appropriate, approval. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If these grant funds are to be used for engineering and/or other professional services, the hiring process for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a copy of any executed engineering agreement and/or other professional services contract so a notice of obligation can be prepared and issued. If the Grantee's staff will be used to prepare the design, a letter certifying that must be submitted to NMED for the project records. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and will be supplied upon request. All amendments to the engineering agreement and/or other professional services contract must also be submitted to the NMED.
- D. A preliminary engineering report (PER), technical memorandum, or study by a registered New Mexico Professional Engineer may be required. The Grantee must submit the final PER, technical memorandum, and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER, technical memorandum, and/or study is to analyze and choose the most technically feasible and cost-effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. The Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, technical memorandum, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, bid documents, and engineer's construction cost estimate, for this project (prepared and sealed by a licensed and registered New Mexico Professional Engineer) to NMED **before** the project is advertised for construction bids, along with a letter from the Grantee stating that they have reviewed and accepted the plans and specifications. If required, the Grantee must also submit the plans and specifications to the appropriate regulatory agency for review and approval and provide a copy of the approval letter from the regulatory agency. Upon receipt of these documents the NMED will issue a letter confirming receipt of the required documents and informing the Grantee to proceed with advertising the project for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction bids. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.
- H. With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures.
- I. The Grantee will submit the recommendation of award, bid tabulation, complete bid submittal of the selected contractor, any addenda issued, and funding analysis listing all funds that will pay for construction to NMED for review and concurrence prior to award of the construction contract, along with a letter from the Grantee stating they concur with the recommendation of award to the selected contractor and price and confirming that the Grantee has sufficient funds for construction.
- J. The Grantee will submit the notice of the award, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to proceed to NMED. NMED will prepare and issue the notice of obligation for the construction cost making the grant funds available for reimbursement. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- K. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference. The Grantee will submit all modifications to the project contract by change orders to the NMED.
- L. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction. The Grantee will submit the inspector's résumé to NMED for review.
- M. All daily construction inspection reports shall be made available to the NMED upon request.
- N. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.
- O. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- P. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

ARTICLE 2 **NMED OVERSIGHT**

NMED inspection, review and oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 **CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee, the engineer of record and NMED.
- B. If the grant funds are to be used for preparation of a PER, technical memorandum, or study, final payment will be made after approval by NMED of the PER, technical memorandum or study.
- C. If grant funds are to be used for preparation of plans and specifications, final payment for plans and specifications shall be made after submission of final signed and sealed documents are submitted by the Grantee or their engineer of record with the letter from the Grantee stating that they have reviewed and accepted the plans and specifications.
- D. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title, as applicable. Appraisal reports are required for the purchase of used equipment.
- E. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. A certificate of substantial completion including punch list items.
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.
 - iii. A written consent of the surety, if any, to final payment.
 - iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

- v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.
- vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.
- vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

NMED Attachment C
NMED Contact Information Sheet
Project Number SAP 22-G2434-STB
Grantee Taos Ski Valley

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

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

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

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

NMED ATTACHMENT D DISBURSEMENT REQUEST SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

B. PROJECT NUMBER

C. DISBURSEMENT REQUEST NUMBER

D. GRANT AMOUNT

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

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

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

Signature of Authorized Official:

Typed or Printed Name:

Phone:

Date:

X

NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 22-G2434-STB
Grantee Taos Ski Valley
Payment Request No _____

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

Official Representative, Signed Name, Printed Name, Date

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

Resolution Number

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

Whereas, the Agreement is identified as Project Number SAP

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

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

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

(Designated Agent or Employee Name), (Title), or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

PASSED, APPROVED, AND ADOPTED: _____.

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

(Signature)

Date

(SEAL)

ATTEST:

(Municipal Clerk)

Name of Grantee: _____ Project Number: _____
Current Authorized Signatures (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Official Representatives authorized to sign Disbursement Requests and All Other Documents,			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make Monthly CPMS Updates			
Name		Name	
Title		Title	
Signature	Signature Not Required	Signature	
Address		Address	
Email		Email	
Phone		Phone	

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

AGENDA ITEM TITLE: Consideration to Approve a Second Amendment to the April 2021 TSVI-VTSV MOU Regarding a Village-Wide Water System Study and Development of a Master Plan. The Amendment is the second to the April 5, 2021 MOU and is intended to put to use the Repair Design Plan created through the June 28, 2022 Amendment to install Master Meters

DATE: October 25, 2022

PRESENTED BY: John Avila

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: On April 5, 2021, the Village and TSVI entered into a Memorandum of Understanding (MOU), following Council approval, to collaborate in developing long-term planning documents to address Village water resources and infrastructure. The goal was to implement these planning document concepts and to eventually adopt a revised Village Water Master Plan to ensure the effective use of municipal water resources now and in the future. Following adoption of the MOU, Glorieta Geoscience and Dennis Engineering were hired to conduct an assessment of Village water resources. One of the issues that the study identified was line loss in the Village water lines. The June 28, 2022 First Amendment to the MOU included a Repair Design Plan with a priority item being to address installation of Master Meters.

The proposed Second Amendment expands the original Memorandum of Understanding to allow for implementation of study recommendations contained in the Design Plan. This Amendment allows the TIDD Board full discretion to determine the extent of reimbursement by the TIDD. It is hoped that the proposed repair plan would be incorporated into a greater Water Master Plan in the coming year. The goal is to follow the repair plan that is anticipated as a TIDD eligible project for reimbursement. The development of a formal water plan helps the Village secure funding through grants, as well as an anticipated TIDD project funding. The Village has received a Coronavirus Local Fiscal Recovery Fund subaward grant for \$750,000 which is intended for water line repair. The Second Amendment to the TSVI-VTSV MOU is intended to use the TIDD mechanism to complete another important item identified in the plan, installation of Master Meters. The amendment is an agreement for construction improvements to a Village facility.

RECOMMENDATION: Staff recommends approving the Second Amendment as an addendum to the previous April 5, 2021 MOU regarding the collaborative Village-wide Water System Master Plan report.

**SECOND AMENDMENT
TO (APRIL 5, 2021) MEMORANDUM OF UNDERSTANDING AND AGREEMENT
REGARDING A COLLABORATIVE VILLAGE-WIDE
WATER SYSTEM STUDY AND MASTER PLAN REPORT**

[Authorizing TSVI to Commence Master Water Meter Installation Project]

This Second Amendment to (April 5, 2021) Memorandum of Understanding and Agreement Regarding a Collaborative Village-Wide Water System Study and Master Plan Report (the "Second Amendment to Agreement") by and between Taos Ski Valley, Inc., a New Mexico corporation ("TSVI"), and the Village of Taos Ski Valley, a New Mexico municipal corporation ("Village") (hereafter collectively referred to as "the Parties" or "Party" individually), is made and entered into as of the Effective Date being the last date signed by both Parties.

Recitals

A. The Village Council has previously approved (on March 23, 2021) (and the Parties have thereafter executed it effective April 5, 2021) the "Memorandum of Understanding and Agreement Regarding a Collaborative Village-Wide Water System Study and Master Plan Report" (hereafter "the April 5, 2021 Agreement"); and

B. The April 5, 2021 Agreement sets forth an agreement for establishing a Village-wide System Study and 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; and

C. The Parties subsequently amended the April 5, 2021 Agreement, as set forth in that certain First Amendment to (April 5, 2021) Memorandum of Understanding and Agreement Regarding a Collaborative Village-Wide Water System Study and Master Plan Report dated effective July 5, 2022 ("First Amendment"); and

D. The First Amendment authorized TSVI to engage Dennis Engineering Company ("DEC") to prepare a "Locate and Repair Plan" for Village water line leaks, with costs of the Locate and Repair Plan being advanced by TSVI, as an expected reimbursable expense of TSVI from the New Mexico Tax Increment Development District ("TIDD") established pursuant to the Amended and Restated Master Development Agreement ("AMDA"); and

E. The Locate and Repair Plan contemplates installation of master water meters and related water lines, equipment and improvements (the "Master Water Meter Installation") as more particularly described in (i) the "Village of Taos Ski Valley Master Meters Construction Drawings" prepared by Dennis Engineering Company dated August 24, 2022, and (ii) the "Village of Taos Ski Valley Master Meters Dennis Engineering Company Supplemental Specifications" dated August 26, 2022 (which incorporate and amend the American Public Works Association (APWA) – New Mexico Standard

Specifications, 2006 Edition), copies of which are attached hereto as Exhibit A (collectively, the "Drawings and Specifications"); and

F. The Parties desire to amend the April 5, 2021 Agreement to authorize TSVI to commence the Master Water Meter Installation work, with all costs and expenses related thereto as an expected reimbursable expense of TSVI from the TIDD; and

G. The Parties recognize that any and all understandings and agreements set forth hereinafter are subject to the terms of AMDA, and contingent upon, and nothing herein prejudices, the Village's future land use decisions and approvals for the adoption of a final, Village-wide Water System Master Plan or any future provision of water services to TSVI or to 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.

Agreements

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. Recitals. The foregoing recital clauses and the exhibits stated herein and attached hereto are true and correct in all respects, are hereby incorporated herein by this reference, and form an integral part of this Second Amendment, the same as if they were set forth in numbered paragraphs herein.

2. Village Approval of Drawings and Specifications.

a. The Village hereby approves in all respects of the Drawings and Specifications and represents and warrants that the Drawings and Specifications meet all Village requirements.

b. The Village confirms and covenants that completion of the Master Water Meter Installation work, as set forth in the Drawings and Specifications, upon verification by DEC as the engineer of record and review and approval by the Village Public Works Director, will be the complete basis for acceptance of the master water meters by the Village, as an expected reimbursable expense of TSVI. TSVI acknowledges that reimbursable expenses are to be reimbursed by the TIDD pursuant to the AMDA, and that the Village does not have a separate obligation to reimburse expenses.

c. Upon completion, the master water meters will be dedicated to the Village and TSVI expects TIDD reimbursement for all costs and expenses related to the Master Water Meter Installation consistent with the terms and conditions of the AMDA.

3. Authorization and Implementation of Master Water Meter Installation Work. The Village hereby authorizes TSVI to commence and complete the Master Water Meter Installation work, as an expected TIDD reimbursable expense to TSVI pursuant to the

AMDA. DEC will be the engineer of record providing on-site supervision of the Master Water Meter Installation work, to confirm conformance with the Drawings and Specifications. Bradbury Stamm Construction will provide construction management oversight for the Master Water Meter Installation.

4. TSVI's Obligations.

a. TSVI will manage DEC and Bradbury Stamm to commence and complete the Master Water Meter Installation work as described in the Drawings and Specifications attached as Exhibit A hereto.

b. TSVI will cause DEC and Bradbury Stamm to include the Village as an additional insured on all policies of insurance carried in connection with the work to be completed hereunder. TSVI shall transfer all warranties received in connection with the Master Water Meter Installation work to the Village upon dedication of the master water meters.

c. TSVI will advance the costs for the Master Water Meter Installation work.

d. TSVI commits to coordinate and collaborate with the Village and to establish scheduled meetings for updates on DEC's progress on the Master Water Meter Installation work.

e. Any liability incurred by the Village in connection with the Master Water Meter Installation work shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 *et. seq.* The Village and its "public employees" as defined in the Tort Claims Act, do not waive sovereign immunity, or any other defense or limitation of liability.

5. Village's Obligations. The Village shall cooperate with TSVI, DEC and Bradbury Stamm to allow commencement and timely completion of all Master Water Meter Installation work, coordinate with Village residents, provide notification of road closures and temporary termination of water service as work progresses.

6. Ratification; Future Amendments. As amended hereby, all provisions of the April 5, 2021 Agreement and the First Amendment not otherwise inconsistent herewith remain in full force and effect and binding on the Parties. In the event of any inconsistency between the terms and provisions of this Second Amendment and those of the April 5, 2021 Agreement or the First Amendment, the terms and provisions of this Second Amendment shall control. Nothing herein precludes the Parties from further amendments to the April 5, 2021 Agreement.

7. Governing Law. This Second Amendment and the April 5, 2021 Agreement, as amended hereby, shall be construed under the laws of the State of New Mexico.

8. Effective Date. This Second Amendment shall be effective on the last date signed by all Parties and shall be of indefinite term.

9. 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 Second Amendment 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 Second Amendment may be signed in counterparts or duplicate originals bearing the signatures of fewer than all Parties and shall be binding if all Parties have signed at least one duplicate original.

IN WITNESS WHEREOF, Taos Ski Valley, Inc. and the Village of Taos Ski Valley have caused this Second Amendment to be executed as of the Effective Date hereof, being the date of full execution by both Parties.

AGREED TO:

VILLAGE OF TAOS SKI VALLEY, a New Mexico Municipal Corporation

DATED: _____

By: _____
Tom Wittman
Its: Mayor *Pro Tem*

Attest:

Anne Marie Wooldridge
Village Clerk
Approved by Action of
the Village Council at its meeting held
_____, 2022.

AGREED TO:

TAOS SKI VALLEY, INC., a New Mexico corporation

DATED: _____

By: _____
Peter J. Talty
Its Vice President

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: **Consideration to Appoint a TIDD Board Member**

DATE: October 25, 2022

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

TIDD Board Member Neal King passed away on August 22, 2022.

NMSA 5-15-10 C. states that "If a vacancy occurs on the district board because of the death, resignation or inability of the director to discharge the duties of the director, the governing body shall appoint a director to fill the vacancy, and the director shall hold office for the remainder of the unexpired term until a successor is appointed or elected.

At its Special Meeting held October 21, 2022, the TIDD Board voted unanimously to request that the Council nominate and vote to appoint a qualified voter to fill the vacant TIDD Board seat.

Board Members King and Duffy were elected in the November 2019 Local Election, meaning that their terms would be up for re-election in November 2023. If the Village Governing Body would appoint a TIDD Board Member to fill Board Member King's vacancy, that Member could serve on the Board as its fifth member and would be up for election at the next TIDD Board election in November 2023.

RECOMMENDATION: Recommend that a qualified elector be nominated to serve on the TIDD Board. A motion and second are required as well as an affirmative vote of the Council.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Letter of Support to Taos County for its Efforts and Plan to Implement an Additional 0.25% GRT to Fund Fire and EMS services in the Region

DATE: October 25, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village of Taos Ski Valley has benefited from the emergency services provided by Taos County and continues to cooperate with emergency services in the region. The voters will decide on November 8, 2022 whether a 0.25% GRT increase for emergency services will be available for use by regional entities. If passed the plan is to distribute funds to regional entities from Taos County by grant agreement. The Council is asked to approve a letter of support for the plan.

RECOMMENDATION: Staff recommends that Council Approve the letter of support for the Taos County emergency responder GRT plan.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve a Letter of Support to the New Mexico Office of Broadband Access and Expansion for Signature by the Mayor Pro Tem in Support of TaosNet Application for Grant Funding

DATE: October 25, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village of Taos Ski Valley has benefited from the services of TaosNet for communications in our rural location over the years, and still utilizes these services when the fiber connections in the area are not functional. TaosNet is a long-time regional business that would like to apply for support to continue and improve services in the area. Having a choice to use their services is beneficial to the community. The Village letter of support will help TaosNet continue as an area business and continue to provide services to the community. The Council is asked to approve the letter to be signed by the Mayor Pro Tem on behalf of the Village.

RECOMMENDATION: Staff recommends that Council Approve the letter of support for TaosNet.