



**VILLAGE COUNCIL REGULAR MEETING AGENDA  
MEETING TO BE HELD VIA ZOOM TELECONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
TUESDAY, NOVEMBER 21, 2023 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 OCTOBER 24, 2023 VILLAGE COUNCIL REGULAR MEETING**
- 5. CITIZEN'S FORUM** –for non-agenda items only. Limit to 5 minutes per person (please email [awooldridge@vtsv.org](mailto:awooldridge@vtsv.org) to sign up)
- 6. COMMITTEE REPORTS**
  - A. Planning & Zoning Commission
  - B. Public Safety Committee
  - C. Firewise Community Board
  - D. Parks & Recreation Committee
  - E. Lodger's Tax Advisory Board
- 7. REGIONAL REPORTS**
- 8. MAYOR PRO TEM 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
  - G. Clerk Wooldridge
- 10. OLD BUSINESS**
- 11. NEW BUSINESS**
  - A. Consideration to Approve **Resolution No. 2024-556** Requesting Acceptance and Approval of the FY2023 Final Audit
  - B. Consideration to Approve **Resolution No. 2024-557** Requesting a Budget Adjustment (BAR) to the FY2024 Budget adding transfers from the General Operating fund to the NFL Grant Fund and adding transfers from the NFL Grant Fund to the General Operating Fund
  - C. Consideration to Approve **Resolution No. 2024-553** for NMDOT agreement amendment and to assign designee to sign agreement with the NM Department of Project HWC5213066 NMDOT CC19127/1 Twining Road
  - D. Consideration to Approve **Resolution No. 2024-554** for Amendment Agreement and to assign signing designee with the DFA for Project 20-E2240-STB Booster Station
  - E. Consideration to Approve of **Resolution No. 2024-555** for Agreement Amendment and to assign designee to sign agreement with the Department for Project 21-F2393-STB, Design, Construct Kachina Booster Station
  - F. Consideration to Approve **Resolution No. 2024-558** for agreement amendment and to assign designee to sign agreement with the Department for Project 22-G2434-STB Construct Kachina Water Distribution Lines
  - G. Consideration to Approve **Resolution 2024-559** to assign designee to sign agreement with the Department for Project SAP23-H4297-GFR Construct Water Booster Station
  - H. Consideration to Approve **Resolution 2024-560** to assign designee to sign agreement with the

Department for Project SAP 23-H2504-GF Water Improvements

**I.** Consideration to Approve the Agreement between the Village, North Central Regional Transportation District (NCRTD), the Town of Taos, and Taos County for Shuttle Service during Ski Season

**J.** Consideration to Approve and Authorize the Purchase of Capital Equipment a 2024 John Deere loader

**K.** Consideration to Approve a Memorandum of Understanding between Taos Ski Valley, Inc. and the Village Fire/EMS/SAR Departments

**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, OCTOBER 24, 2023 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**

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

**Governing Body Present:**

Councilor Henry Caldwell

Councilor Brent Knox

Councilor Chris Stagg

Councilor Tom Wittman, Mayor Pro Tem

**3. APPROVAL OF THE AGENDA**

Item 12D NCRTD draft MOA will not be acted upon for a vote. It can be discussed but no actions will be taken. Item 12F, Memorandum of Understanding between Taos Ski Valley, Inc. and the Village Fire/EMS/SAR Departments, is still in review and so will be removed from this agenda.

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

**MOTION:** Councilor Stagg     **SECOND:** Councilor Knox     **PASSED:** 4-0

**4. APPROVAL OF THE MINUTES OF THE SEPTEMBER 26, 2023 VILLAGE COUNCIL REGULAR MEETING**

**MOTION:** To approve the minutes of the September 26, 2023 Village Council Meeting

**MOTION:** Councilor Stagg     **SECOND:** Councilor Knox     **PASSED:** 4-0

**5. PRESENTATION: HOLY CROSS HOSPITAL CEO JAMES KISER ON DELIVERY OF HEALTHCARE**

James Kiser spoke about the need for approval of the extended GRT tax allocated to Holy Cross Hospital. He asked for support of this item in the upcoming election.

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

**A.** Resident Amanda Straka relayed her experience concerning attempts to report on an electric pole that was emitting sparks in Amizette. Kit Carson was not responsive until Chief Vigil contacted them, she said.

**B.** Nicole Zinn from the TSV Chamber reported on a successful Village Candidates Forum that the Chamber recently sponsored. She thanked all of the parties involved.

**7. COMMITTEE REPORTS**

**A. Planning & Zoning Commission**

Chair Tom Wittman reported that no meeting was held. The next scheduled meeting of the Planning and Zoning Commission will take place on December 4, 2023 at 1:00 p.m.

**B. Public Safety Committee**

Chair Henry Caldwell reported that the Committee is working on getting notification to residents about many questions on the NFL grant. All residents were approved, according to Chair Caldwell. The

Committee and the Firewise Board continue to work with Kit Carson electric on undergrounding of electric lines in Amizette.

**C. Firewise Community Board** included with the Public Safety Committee report.

**D. Parks & Recreation Committee**

Chair Kett reported on a recent meeting at hiker parking, wetlands, and the Kachina wedding venue to review forest thinning and requests from citizens about sponsoring benches as memorials. The next meeting will take place on Saturday November 4, 2023 at 11:00 a.m. at the tables in the lower TSVI plaza. The Vault toilet will be closing for the winter starting November 12, 2023.

**E. Lodger's Tax Advisory Board** No Report

**8. REGIONAL REPORTS**

Administrator Avila reported that the Taos Regional Landfill Board recently met and discussed some needed improvements at the Taos Regional Landfill, one being the need to contain methane gas from organic materials. Administrator Avila reported that discussions were still underway on the NCRTD winter 23-24 program with Taos County and the Town of Taos. Administrator Avila has been attending a regional water operator training program to hopefully make contacts that could be useful to the Village.

Planning Director Nicholson reported that the Regional Transportation Planning Board recently met to elect officers. There is an upcoming meeting to form a Rio Hondo Watershed Coalition to address important issues in the watershed.

**9. MAYOR PRO TEM REPORT**

Mayor Pro Tem Wittman reported that a Settlement had been reached on the treatment plant issues lawsuit between the Village, IWS, and Ovivo. Work on a water line loop in the Kachina area near hiking parking will be completed before winter to improve water pressure in that area.

**10. STAFF REPORTS**

Staff reports were included in the Council packet and are posted on the Village website.

**A.** Administrator Avila highlighted some items, namely that a certified level four utility operator is going to be under contract. The Kachina Booster station work is planned to be conducted next summer. The only bid received for the Phoenix Switchback water line loop installation came in at an amount exceeding the engineer's estimate, so will not be awarded. Undergrounding of the electric lines has proven to be challenging but work will continue to progress this effort.

**B.** Finance Director Griesedieck added that the first quarter report had been sent to the Council for its acknowledgment and will be submitted by the October 31 deadline.

**C.** Public Safety Director Vigil

**D.** Building Official Bowden

**E.** Planning Director Nicholson

**F.** Public Works

**G.** Clerk Wooldridge reported that she and Administrator Avila met with the Bureau of Elections at the Taos County Clerk's Office to talk about some concerns being reported by residents in their effort to register to vote. No one has been denied the right to register, as long as they have the necessary documentation, she said.

**11. OLD BUSINESS**

**A. PUBLIC HEARING:** Consideration to Approve **Ordinance 2024-10** Adopting Updated Village of Taos Ski Valley Building and Construction Codes

The ICC has published the 2021 building codes and New Mexico has adopted these timely versions. ICC model codes are publicly vetted codes drafted or updated by stakeholders that include homeowners, contractors, material manufacturers and suppliers, design professionals, fire and building officials.

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**PUBLIC HEARING:** Mayor Pro Tem Wittman opened the Public Hearing. No one spoke for or against.

**MOTION:** To Approve **Ordinance 2024-10** Adopting Updated Village of Taos Ski Valley Building and Construction Codes

**MOTION: Councilor Stagg    SECOND: Councilor Caldwell    PASSED: 4-0**

## **12. NEW BUSINESS**

**A.** Consideration to Approve **Resolution 2024-550** permitting the Village of Taos Ski Valley to Enter into a Memorandum of Agreement with the Department of Finance & Administration to accept the Law Enforcement Recruitment Fund

The State of New Mexico Department of Finance and Administration will disburse the allocated funds 100% up to \$75,000 the first year, 50% up to \$37,500 the second year, and 25% up to \$18,750 the third year. The allocation recipient will submit to the Department of Finance & Administration the signed MOA and evidence of approval of the local governing body.

**MOTION:** To Approve **Resolution 2024-550** permitting the Village of Taos Ski Valley to Enter into a Memorandum of Agreement with Department of Finance & Administration to accept the Law Enforcement Recruitment Fund

**MOTION: Councilor Caldwell    SECOND: Councilor Knox    PASSED: 4-0**

**B.** Consideration to Approve **Resolution No. 2024-551** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, increasing revenues and expenses in the EMS Fund to accommodate the 2023/24 Gross Receipts tax quarter of one cent revenues allotted to Village of Taos Ski Valley for EMS/Fire Operations

**MOTION:** To Approve **Resolution No. 2024-551** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, increasing revenues and expenses in the EMS Fund to accommodate the 2023/24 Gross Receipts tax quarter of one cent revenues allotted to Village of Taos Ski Valley for EMS/Fire Operations

**MOTION: Councilor Caldwell    SECOND: Councilor Knox    PASSED: 4-0**

**C.** Consideration to Approve **Resolution No. 2024-552** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, increasing revenues and expenses in the Fire Protection Fund to accommodate the 2023/24 increase in Fire Protection Fund Distribution and the interest income earned as a result of the loan payment held in the Village's Debt Service account

**MOTION:** To Approve **Resolution No. 2024-552** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, increasing revenues and expenses in the Fire Protection Fund to accommodate the 2023/24 increase in Fire Protection Fund Distribution and the interest income earned as a result of the loan payment held in the Village's Debt Service bank account

**MOTION: Councilor Caldwell    SECOND: Councilor Stagg    PASSED: 4-0**

**D.** Consideration to Approve the Memorandum of Agreement between the Village of Taos Ski Valley, the North Central Regional Transportation District (NCRTD), the Town of Taos, and Taos County for Shuttle Service during the 23-24 Ski Season

This item had been removed from the agenda.

**E.** Consideration to Approve Award of Agreement for a Contracted Level 4 Wastewater Operator

Administrator Avila reported that two parties had responded to an RFB issued by the Village to oversee the water and wastewater systems. The least expensive and most interested party has been selected. They will be on-site once a week to support the existing Village Public Works Staff and will also be available by phone otherwise. The service should last six months and will not exceed \$60,000.

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**MOTION:** To Approve Award of Agreement for a Contracted Level 4 Wastewater Operator

**MOTION:** Councilor Stagg    **SECOND:** Councilor Caldwell    **PASSED:** 4-0

**F.** Consideration to Approve a Memorandum of Understanding between Taos Ski Valley, Inc. and the Village Fire/EMS/SAR Departments

This item had been removed from the agenda.

### **13. MISCELLANEOUS**

**A.** Councilor Caldwell expressed his concern about the newly excavated road in Amizette and that did not have the necessary permits approved, he said.

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

The next meeting of the Village Council will be a regular meeting held on the third Tuesday of November, November 21, 2023 via Zoom, because of the Thanksgiving holiday.

### **15. ADJOURNMENT**

**MOTION:** To Adjourn

**MOTION:** Councilor Knox    **SECOND:** Councilor Stagg    **PASSED:** 4-0

The meeting adjourned at 3:45 p.m.

Attest: \_\_\_\_\_

Mayor Pro Tem, Tom Wittman

Village Clerk, Ann Marie Wooldridge

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

**John Avila**  
**Village Administrator**  
**Village of Taos Ski Valley Council**  
**Monthly Briefing**  
**November 21, 2023**



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

#### **WWTP**

The Village Council authorized the Mayor Pro-Tem to negotiate a settlement before continuing legal action. The settlement has Ovivo compensating Currently Integrated Water Systems (IWS) for replacing the ceramic membranes with flexible membranes to get the operational level that the Village had contracted for in the wastewater treatment plant. Issues continued with the Ovivo membranes that are required to process the peak period flow of 0.44 million gallons hydraulically and biologically per day (“MGD”) for fifteen days, twice per year and meet the effluent concentrations specified by VTSV, dictated that that Train #1 still needed be replaced. The Integrated Water Systems company had already made corrections to Train#2 for safe operation. Those corrections using a different membrane than provided by Ovivo have functioned correctly for the seasonal high demands. Integrated Water Systems was at risk for the improvements to half the plant (Train#2) and the settlement with OVIVO has covered that cost and the replacement costs for completing the other half of the correction in November 2023. The correction of the remaining Ovivo Train#1, estimated completion before December estimated costs follows: (Recent approximation of \$700,000 for Train #1, Materials overall items needed to complete a single train, Mixers, UV Units, Membrane modules, and pipe valve and fittings. \$525K, Direct Labor \$140K and Equipment and transportation \$35K). The Village is to bear no costs other than return of the Ovivo membranes, but that is now not required of the Village.

We initiated the services of Prodigy for temporary replacement of a Wastewater Operator Level 4 with a contract awarded for 6 months to anticipate backup coverage or additional support after staff Operator is hired. All required oversight reporting has been submitted by staff, but Prodigy now is the operator of record. The certified contract operator can provide the services of a Level 4 Wastewater Operator for the Village of Taos Ski Valley (MBR) Membrane Bioreactor System that was placed in operation in the last few years. It requires Operator oversight for operational procedures and reporting, including but not limited to: Semi-Annual Sludge Report, Annual DMR Quality Assurance Report, Biosolid Annual Report, Disinfectant Level Quarterly Operating Report, Monthly (DMR) Discharge Monitoring Report, Village Council Report. And is monitoring and interpreting information from the SCADA system, available for any emergency alarm and call to action. They have begun to coordinate procedures for operations, corrective responses and process planning with the site supervisors and other assigned staff.

#### **Water**

The repair projects continue on plan/ (DEC, GGI):

- Bring the Kachina water tank on-line and connect it to the system. (Fixed current booster station leaks and pumps, design/procurement of new station complete and construction and installation ETA May 2024)
- Isolate areas and extent of water losses can now be calculated with Master Meters installation and remote read capability (manufacturer training, vault- by vault was completed 11/13/23 and a startup report and tank pressures will be provided for inclusion in the O&M. Project Work Acceptance is next after O&M manuals and As Built are received.
- Repair and replacement of the altitude and system valves at the Green and Glade Tanks to control critical flows.
- Replace leaking waterlines where maximum water loss is determined including (Deer Lane replacement, Upper Twinning, Blue Jay Ridge, Cliffhanger, Phoenix, Zaps Road). An emergency GIS tool for mapping was required. As- Built are utilized by our Intern who is also building Asset Management Plans for the water system. Upper Twinning recirculation line installation is complete, to combat line freezing and eliminate water loss on a dead-end system.
- The Pheonix Loop Water line replacement is designed and posted for contractor bids. Bids were to high to accept, a notice of reject bids is required and a rebid with updated design if work is expected Summer of 2024.
- Hydrant replacement/installation in areas where 4-inch water mains are utilized for fire protection to determine if these lines are adequate to provide fire protection and replace lines.
- Replace all galvanized water lines in the system with adequately sized ductile iron water lines. (Upper Twinning and old residential services)
- Begin a meter replacement program to ensure that all customer meters are scheduled to be replaced (evaluating remote read network technology with RFP for pilot program pending).
- Fire Hydrant replacement plan has will have equipment ready for spring installation by Village crews.

Green Corridor funding for Taos County Projects from Apportionment Contingency Fund Appropriation, of which \$750,000 grant funding has been utilized for some the above Village Water line repair.

An additional \$1.7m in capital outlay is awarded to the Village for the priority request item (agreement is agenda item), Waterline replacement. Additional funding is being pursued through the Water Trust Board application submitted and presentation 9/27/23.

The Village has recently amended our water billing credit policy to encourage the installation of remote read meters. And the Village went through the process of installing the remote read meters to demonstrate to the public the steps to take and issues that might arise with the installation. Also, a strict **requirement to meter all nonservice water use** is in effect (Including VTSV). To get an accurate accounting of all water uses, no water use will be authorized unless it is accounted for.

## **Village Complex**

Damage Repair is underway. Permits were obtained for repair of the damaged units and an agreement for better access to the property through an adjacent easement as the safer/faster route is completed. Recent receipt of the insurance claim payment allows preconstruction Notice to Proceed. The damage from the declared snow gale to units Nine, Ten and One is assessed, after the insurance adjuster and the engineer visited the site. The Village has procured repair of units Nine, Ten and One and the insurance company had made partial payment with final payment due after work is completed. The NMML Self Insurers Fund (SIF) review of contractor estimates for EOM November completion include repairs currently in process: framed, plumbed, electrical rough, insulated, stucco browned, color 11/22, will start drywall and patch, done by 11/30 and will be paint, electrical trim, flooring, trim, doors, stair railing, case work then plumbing finishes and then final inspections, clean and turn over .



The interest among employees in housing at the Village Complex has doubled, but the operation is an enterprise fund and must produce enough revenue to cover expenses or be part of compensation. 100% occupancy of available units is possible once repairs are completed. Before the complex became available the Police Department was assigned to an unheated construction trailer for 20 years. 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 while under development. Because as apartments, 10 units alone will require over 2,000 Ft Sq for parking, the site would not be likely to accommodate a Village Hall in Amizette. Currently making use of the property as the Building Inspector, Public Safety Housing EMS/Fire, Police and Fire Administration Offices. The estimated cost to replace the benefits of office use is over \$200,000 a year.

### **Kit Carson Electric (KCEC) Facility Undergrounding**

The use of public funds to install critical public safety infrastructure is allowed in the private easements as a valuable benefit to the Village program (VTSV O-2015-51). During COVID emergency, material and equipment delays, staffing shortage and price increases further affected the ability to complete projects, but the main setback is getting easements on NM150. Estimated cost to underground per property is \$30,000. While waiting for permits from NMDOT/USFS the Village has also continued to install underground facilities to residential properties that are not restricted by state and federal permissions: Zaps, Emma, Gusdorf, E-G Alley, Porcupine, Phoenix, Coyote, Chipmunk and Upper Twinning are (KCEC identified) priority projects. The underground electric service was completed on Upper Twinning, but connections may require queuing for transformers, early request for service is advised. The joint trench project on Pheonix has allowed NM Gas connections in the area.

*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 a *service 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.

### **TIDD**

**The Tax Increment Development District** is the mechanism that certain economic development investments by the designated developer (TSVI) Taos Ski Valley Inc. are to be funded by tax revenues from the (VTSV) 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 and paid on a yearly basis. 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 Bonds.

The planning documents, Village Water Study, the first amendment Water Line Repair Plan and second amendment for Master Meters and remote read installation and the third amendment Phoenix-Coyote water line replacement design are expected as TIDD eligible projects. TIDD eligible projects are intended to be dedicated after they are completed. As facility projects were accepted for dedication by the Village, the record is forwarded to the TIDD Board for future review and approval for reimbursement of the TSVI developer. TSVI has entered into an MOU with the Village to conduct water study and engineering and is progressing with equipment purchase and installation project of Master Meters and design of priority line replacement of Pheonix Water Loop

The Thunderbird- Ernie Blake Road improvements are the next anticipated TIDD project to be reviewed for dedication when the official dedication package is received. Preliminary review documentation are submitted, Staff of the Village and of the TIDD have had these documents to review in preparation of the dedication submittal. Waiting final dedication package

The Entry Road is a pending TIDD project that includes handicap parking and underground electric. The Entry Road development by Taos Ski Valley Inc. has been presented to the Village at the Council Workshop. Questions and comments are provided to TSVI for their application to US Forest Service permit. The Village gave support to the USFS Master Development Plan submission by resolution. USFS has indicated that the project has been approved. KCEC undergrounding as part of the project will allow removal of overhead lines in parking and the first 400 feet of Twinning Road.

## **Items**

### **Regional reports:**

**The NCRTD proposal for winter service was further developed and agreement was reached for a long-term contract where the entities:** North Central Regional Transportation Division, Town of Taos, Taos County and the Village pay for the service with NCRTD responsible for at least half the cost and the other entities sharing the rest of the burden equally. And there is a multi-year automatic CPI adjustment agreement that was passed by NCRTD and Taos County so far. (agenda item)

**The regional water operators** met again for next actions to form a Joint Powers Agreement to provide technical support (funding, regulation, technology), share resources (equipment, contractors, staff), protect water resources in Taos County. One threat to a secure regional water supply was identified and solutions explored. Unfortunately, each time a residential well permit is requested in the State an acre foot of well water is allocated to those services. That removal of water from the aquafer can immediately affect the mutual domestic water service as the aquafer levels may be impacted from less acequia recharge and more demand on the water table. The untreated septic leach fields also are multiplied and established wells are affected. A concern is less environmental and economic equity as those that can afford the enhanced domestic well drilling get the county services for having a residence (roads, public safety, etc.) and those on a water service have higher costs per service in the area as the new resident is not contributing to the system.

Forming a regional water authority JPA is one way to make sure those developments in the County optimize the water services before additional water wells are allowed.

**The (RHWP)** agenda for the Green Corridor/Rio Hondo Watershed Planning meeting, scheduled for Thursday, Oct. 26 from noon to 2 p.m. And the following meeting was 11/16 to focus on Forest Health (attached)

**Taos Regional Landfill Board (LFB) 11/13/23 10am:** Action to purchase a compactor was taken. Eliminating air space helps with the cost of operation. The request of TLFB for reporting greenhouse gases remains open and setting goals to reduce those overtime can start with Methane Gas production. Because of the relatively dry weather methane gases are not produced in quantities to reflect on the Lower **Explosive Level** allowed. With organic waste, methane gases will build up over time but may not be registered above ground explosive level quantities:

Request to TLFB to apply for U.S. EPA Climate Pollution Reduction Grant, urging TLFB to make organics a priority to both reduce landfill emissions and strengthen waste management structure.

“Data published by the EPA Greenhouse Gas Reporting Program, from emissions data of large industrial emitters, including landfills that produce more than 25,000 metric tons of carbon dioxide equivalent annually.

In 2022 update, the program found that total emissions from the waste sector fell by about 9% over the last decade, while total emissions from all sectors fell by about 15.5%, methane emissions from the waste sector declined by 2.2 million metric tons year over year. But that decline is slower than the second largest methane-producing sector, petroleum and natural gas systems, in which emissions fell by 6.6. million metric tons.

Those concerns, and methane’s potency as a greenhouse gas, should make landfill methane emissions a target for local governments, Katherine Blauvelt, circular economy campaign director at Industrious Labs, said.

“This is clearly low-hanging fruit,” Blauvelt said. “You’ve really got to look at, what’s contributing the methane in my state? And we know in most states, landfills are a big part of that story.”

Blauvelt’s team at Industrious, an industrial climate solutions group, partnered with RMI to produce a memo, published on Oct. 6, guiding local governments on how to use federal Climate Pollution Reduction Grants — which make billions of dollars available for governments looking to act on their climate action plans — to address landfill methane. Much of their guide focuses on organics diversion, which a growing number of municipalities and states are supporting via food scrap drop-offs or curbside collection. “

(Waste Drive Oct. 23, 2023)

# AGENDA

## **“Green Corridor” Partner Roundtable: Rio Hondo Watershed Plan**

12 p.m. to 2 p.m., Thursday, October 26, 2023

Juan I. Gonzales Agricultural Center Conference Room, 202 Chamisa Rd., Taos

**11:30 a.m. - 12 p.m. — Lunch served (free enchiladas, rice and beans - please RSVP for lunch)**

**12 p.m. — Welcome and Introductions**

**12:10 p.m. — Recap on Purpose of Group and Invited Stakeholders**

- Current stakeholder/contact list for Rio Hondo Watershed Management Plan

**12:20 p.m. — Review information/data gathering assignments from September meeting**

- Link to Rio Hondo Watershed Plan shared folder
- Running database/reports/plans/articles table with external links to documents

**12:40 p.m. — Review and discuss proposed Focus Areas and Issues/Topics of Interest**

- DRAFT Focus Areas and Issues/Topics of Interest table

**1 p.m. — Possible creation/assignment of subcommittees related to Focus Areas**

**1:25 p.m. — Develop long-term meeting schedule/meeting topics**

- Set meeting dates/meeting topics through June 2024 (link to DRAFT meeting schedule)
- Discuss possibility of inviting expert presenters on meeting topics

**1:45 p.m. — Updates and Next Steps**

- Assignments for November meeting
- General updates on “Green Corridor” projects and funding
- Other

**2 p.m. — Adjourn**

DRAFT Rio Hondo Watershed Plan Focus Areas and Committees		
Focus Area	Issues/Topics of Interest	Committee Members
Water Rights (paper water)	VTSV water rights	Garret Hanks, Carlos Miera, Cliff Bain, J.R. Logan, Dawn Boulware, Patrick Nicholson
	TSVI water rights	
	Acequia water rights	
	MDWCA water rights	
	Other well/groundwater rights	
	Other surface water rights	
Water Quality	Groundwater chemistry	Peter Vigil, Shannon Romeling, Garrett Hanks, John Avila, Andy Miera, George Track, Dawn Boulware
	Village of TSV WWTP monitoring data	
	Point source contaminants	
	Non-point source contaminants	
	Contingency plans for wildfire	
	Groundwater availability	
Water Quantity (wet water)	Surface water availability	Peter Vigil, Cliff Bain, Shannon Romeling, Dawn Boulware
	Surface/groundwater interactions	
	Wildfire risk to life and property	
Forest Health	Current forest conditions	Tanya Duncan, J.R. Logan, Rene Romero, Darien Fernandez, Alex Mithoefer
	Vulnerability to insect and disease	
	Biodiversity and native plants	
	Habitat issues for terrestrial species	
	Habitat issues for aquatic species	
Wildlife Habitat		Garrett Hanks, Darien Fernandez, J.R. Logan, 11/1
Traditional Agriculture/Cultural Uses	Acequia and land grant values and concerns in the Rio Hondo	Rene Romero, John Avila, Sylvia Rodriguez, Carlos Miera, Stella Gallegos, George Track
	Pueblo/indigenous values and concerns in the Rio Hondo	
	Livestock/grazing permittees	
	Past development at TSV	
Land Use	Proposed development TSV	John Kelly, John Avila, Darien Fernandez, Carlos Miera, Patrick Nicholson
	Past development in Valdez/Arroyo Hondo/Des Montes	
	Proposed/anticipated development in Valdez/Arroyo Hondo/Des Montes	
	Soil health and erosion control	

# **AGENDA**

## **“Green Corridor” Partner Roundtable: Rio Hondo Watershed Plan Forest Health**

12 p.m. to 2 p.m., Thursday, November 16, 2023

Juan I. Gonzales Agricultural Center Conference Room, 202 Chamisa Rd., Taos

**11:30 a.m. - 12 p.m. — Lunch served (BBQ sandwiches - please RSVP for lunch)**

**12 p.m. — Welcome and Introductions**

- Current stakeholder/contact list for Rio Hondo Watershed Management Plan

**12:10 p.m.— Brief update on project purpose, focal areas and meeting schedule**

- Link to Rio Hondo Watershed Plan shared folder
- Running database/reports/plans/articles table with external links to documents

**12:20 p.m — Presentation on Forest Health in the Rio Hondo, Rio Lucero and Rio Pueblo**

- Quantifying the risk of high-severity fire and potential post-fire impacts from erosion and debris flow to downstream communities

**1:45 p.m. — Updates and Next Steps**

- Assignments for December meeting
- General updates on “Green Corridor” projects and funding
- Other

**2 p.m. — Adjourn**



# Highway 150 Corridor Wildland Urban Interface Project

## A Community-Based, Collaborative Initiative

The eight-mile ride up Highway 150 from Valdez, NM, takes visitors through a narrow, forested canyon of Carson National Forest to the world-famous Taos Ski Valley (TSV). Beside the road, the cascading Rio Hondo runs its course toward the Rio Grande, providing miles of fishing and feeding domestic and agricultural water along the way.

But a closer inspection of the trees shows that this critically important canyon is at risk of insect and disease infestation. Left untreated, the area could experience large-scale tree mortality, resulting in high fuel accumulations increasing the fire hazard.

### A Coalition is Formed

In 2014, local organizations, including the Carson National Forest, came together to create the Taos Valley Watershed Coalition. The coalition's restoration strategy includes four projects, one of them the Highway 150 Corridor Project.

Other coalition members include the Nature Conservancy, NM Dept. of Game and Fish, NM State Forestry (NMSF), Taos County, Taos Pueblo, TSV Inc., Village of TSV, Town of Taos, Trout Unlimited, Taos Soil & Water Conservation District, NM Wildlife Federation, El Salto de Agua Land Association, and a handful of FireWise Communities.

### The Ecosystem

Highway 150 in Hondo Canyon bridges two forest ecosystems amid a riparian corridor. Ponderosa pine and dry-mixed conifer at lower elevations give way to wet-mixed conifer and spruce fir above. Patches of aspen are found throughout.

Insects like the western balsam and spruce beetles are naturally present. Forest stands can normally

withstand beetle outbreaks but combined with drought, silviculturists have found signs of increased tree mortality.



Hondo Canyon, Hwy. 150. Forest Service photo by Ladoshie Holman

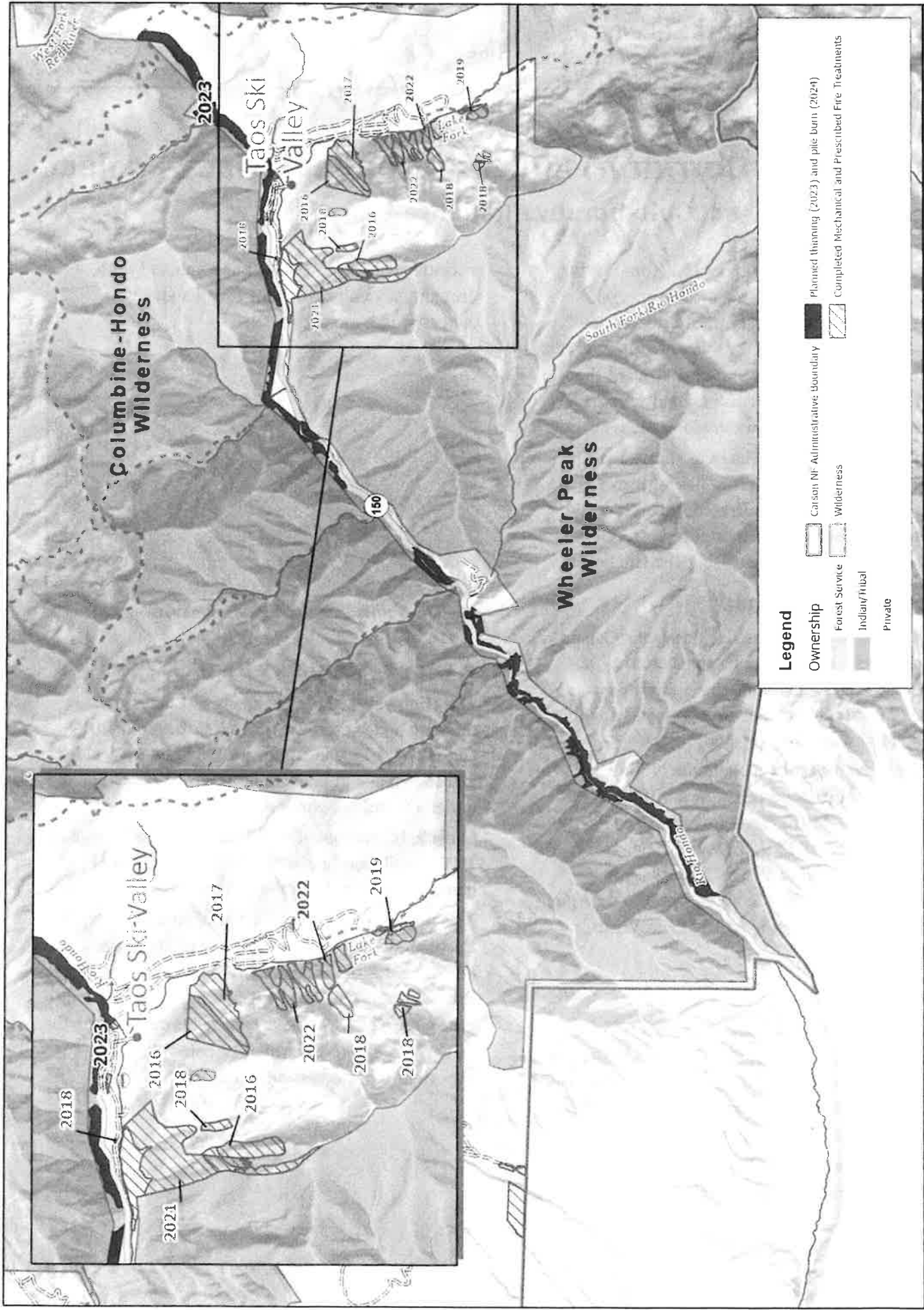
### A Cross-Boundary Plan

The Highway 150 project spans 871 acres of thinning and prescribed fire. Work began in 2019 and is continuing in summer 2023 between Valdez and the village in collaboration with Taos County under a Good Neighbor Agreement.

Outside the national forest boundary, the Village of TSV is collaborating with NMSF and private landowners to apply similar treatments.

This project is part of the 1.5-million-acre Enchanted Circle Landscape, one of the major efforts under the Wildfire Crisis Strategy to address the highest at-risk firesheds in the nation. The long-term success of such land treatments depends on the staunch coalition of partners to complete this important work across all boundaries.





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Data Sources: Esri, NASA, NGA, USGS, FEMA

8/29/2023

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NAD 1983 UTM Zone 13H



Fire crews completed another 45 acres of pile burning within the Taos Ski Valley resort area today. With 90 acres accomplished, all high-priority areas that would immediately affect winter visitors have been mitigated. The remaining 113 acres of piles will be treated at future time. The piles are the result of fuels reduction, mostly blowdown from the December 2021 snow squall. Other piles were... Read more (/incident-publication/nmcaf-taos-ski-valley-special-use-permit-burn-piles/crews-wrap-up-pile-burning-for-now)

News - 2023-10-30

## Incident Overview

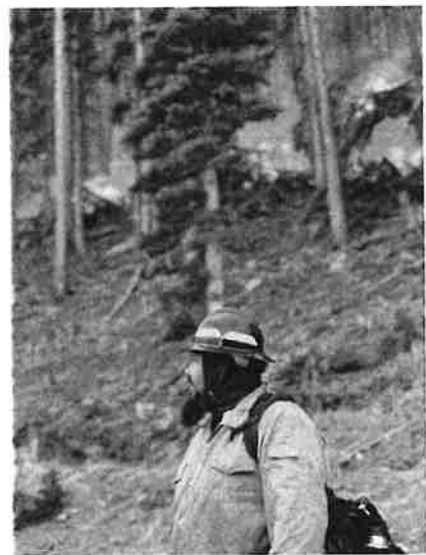
The Taos Ski Valley specials use permit burn piles will address fuels reduction within the resort boundary. The piles are mostly the result of clean-up after the December 2021 snow squall, which brought hurricane force winds to the area that fell thousands of trees. Some piles were also created from regular hazard tree mitigation and new trail development.

The piles are located in the lower frontside, lower frontside steeps, Minnesota's and parts of the backside.

Ignitions will be conducted by fire-qualified Taos Ski Valley, Inc., staff, and may include other local fire departments, working under Forest Service leadership. The project will take at least two days, possibly more.

Piles currently visible along Highway 150 and the Wheeler Peak Trail are slated for burning this winter. They were created from 300 acres of thinning as part of the [Highway 150 Corridor Wildland Urban Interface Project](#) ([https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd1142104.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd1142104.pdf)).

Both projects are in the Enchanted Circle Landscape and support efforts of the [Wildfire Crisis Strategy](#) (<https://www.fs.usda.gov/managing-land/wildfire-crisis>).



Expand Image: [ Full Size ]





## Incident Information

Basic Information		Current Situation	
Current as of	Mon, 10/30/2023 - 22:09	Size	90 Acres
Incident Type	Prescribed Fire		
Coordinates	36° 35' 36.2" Latitude -105° 27' 14.0" Longitude		

## Recent Articles

Search incidents and states



-  Wildfire
-  Prescribed Fire
-  Burned Area Response
-  Other

## Taos Ski Valley Special Use Permit Burn Piles



(<https://www.facebook.com/CarsonNF/>)

### Unit Information

Carson National Forest  
(<https://www.fs.usda.gov/Carson/>)  
208 Cruz Alta Road  
Taos, New Mexico  
([Taxonomy/Term/318](#)) 87571



### Incident Contacts

**Zach Behrens**  
**Email:** [zachary.behrens@usda.gov](mailto:zachary.behrens@usda.gov)  
**Phone:** 575-758-6303

**Information** (</incident-information/nmcaf-taos-ski-valley-special-use-permit-burn-piles>)

**Announcements** (</incident-announcement/nmcaf-taos-ski-valley-special-use-permit-burn-piles>)

**Closures** (</incident-closures/nmcaf-taos-ski-valley-special-use-permit-burn-piles>)

**News** (</incident-news/nmcaf-taos-ski-valley-special-use-permit-burn-piles>)

**Photographs** (</incident-photos-gallery/nmcaf-taos-ski-valley-special-use-permit-burn-piles>)

**Videos** (</incident-videos-gallery/nmcaf-taos-ski-valley-special-use-permit-burn-piles>)

**Maps** (</incident-maps-gallery/nmcaf-taos-ski-valley-special-use-permit-burn-piles>)

## Highlighted Activity

## Finance Report for Nov 21, 2023 Meeting:

### Revenues Oct 2023:

GRT: This month last year: \$80,723

This month this Year: \$140,392

Last Year YTD: \$238,901

This Year YTD: \$356,816

### Lodgers Tax:

This month last year: \$29,754

This Month this year: \$27,516

YTD Last year: \$103,246

YTD This year YTD: \$97,945

### REVENUES:

- We received **\$32,585** in hold harmless GRT revenue in October which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is up 49% from last year.
- Fiscal YTD Combined Water and sewer revenues collected are up 24% from last year.
- Fiscal YTD Lodger's tax collections are down 5.13% from last year.
- Fiscal YTD Building permits are down 60% from last year.
- The Village received **\$594** in property tax collections in Oct 2023.  
FYTD Property Tax Collections are down 34% from last year.
- The TIDD received **\$286,844** in GRT in Oct 2023.

- EXPENSES:

- July – Oct 23 Expenses vs same period LY are increased mostly due to due to:
  - NM Self Insurers Fund paid for the FY24 in August vs Dec LY.
  - Expenses in Professional Contractors incurred for Water Line Replacement on Cliffhanger Loop & Upper Twining. Grant reimbursement requests through Sept 23 have been submitted and payments made to Huitt Zollars/Twining Rd Design for combined Current and Prior Year invoices received in July.
  - Grants to Sub Recipients: Payment for Taos Air paid in August vs Dec LY.
  - Increased payroll costs in GL due to one additional payroll falling in September; also increased # of employees in this quarter vs last year.
  - More travel/training for Water/Sewer for Public works employees than last FY to date.
  - Emergency repairs on green tank
  - Pointman Software
  - Increased Road equipment Rentals vs last FY to date.
  - More Fire travel, training, vehicle and equipment maintenance, & equipment purchases than last FY to date.

### *October/ November Events*

FY23 Audit exit interview was held on Oct 20, 2023.

FY23 Audit was released for public inspection on the OSA website.

Grant reimbursements for CWSRF Subaward for Water System repairs have been submitted for expenses paid through Sept 30, 2023.

Grant reimbursements for NMED Water Booster Station Design have been submitted for expenses paid to date.

## **January 2023 GRT rate reduction for VTSV location**

### **GRT rates for VTSV went from 9.4375% to 9.3125% for the period of July – December 2022.**

This reduction of 0.125% is due to state legislation lowering the state portion of the total from 5.125% to 5%. The portion of the state piece allotted to the Village remains unchanged @ 1.225% of the total. The reduction comes entirely out of the portion that goes to the state. Previously it was 3.9%. In this period, it is reduced to 3.775%.

The total % going to the Village is the municipal 2.4375% (Village ordinances total including Hold Harmless) plus the state piece allotted to municipalities of 1.225% = 3.6625%. This is the same % the Village was previously receiving before this period's reduction in overall rate.

### **GRT rates for VTSV went from 9.3125% to 8.8125% for the period of Jan – June 2023.**

This reduction of 0.5% is due to the sunseting of a Taos County higher education tax. This reduction only affects the county portion. The village municipality does not receive any of the county portion at this time, and so the total % to VTSV is unaffected by this period's rate reduction.

### **GRT rates for VTSV will go from 8.8125% to 8.9375% for the period of July - Dec 2023.**

This increase of 0.125% is due to a combination of:

State legislation lowering the state portion of the total from 5.0% to 4.875%, results in a decrease of 0.125%. The portion of the state piece allotted to the Village remains unchanged @ 1.225%. The reduction comes entirely out of the portion that goes to the state. Previously it was 3.775%. In this period, it will be reduced to 3.650%. The total % to VTSV is unaffected by this rate decrease.

The county rate increased adding 0.25% to the total. This is the result of the county gross receipts tax increase voted for in November. 2022 The Village Municipality does not receive any of the county grt portion currently, and so the total % to VTSV is unaffected by this rate increase.

Per the GRT revenues portions that the Village receives:

The total Municipal GRT rate is 2.4375% and the total Municipal portion of the state GRT is 1.225% . These are unchanged from the previous period.

Preliminary Statement of Revenue Expenses  
July-September 2023 vs Same 2022

FY through		10/31/2023	10/31/2022		
Account	Title	Balance	Balance	Change	% Change
41100	Franchise Tax	\$ 24,431.03	\$ 31,881.90	\$ (7,450.87)	-23.37%
41250	Gross Receipts Tax - Municipal	\$ 198,757.49	\$ 125,879.97	\$ 72,877.52	57.89%
41258	GRT - Municipal Tax HH	\$ 81,777.33	\$ 48,723.42	\$ 33,053.91	67.84%
41259	CMP - Compensating Tax	\$ 9,264.62	\$ 1,599.32	\$ 7,665.30	479.28%
41260	ITG - Interstate Telecom Gross	\$ 30.44	\$ 55.86	\$ (25.42)	-45.51%
41500	Property Tax - Current	\$ 14,927.39	\$ 24,425.62	\$ (9,498.23)	-38.89%
42401	GRT Shared - Municipal Equival	\$ 118,112.70	\$ 103,343.11	\$ 14,769.59	14.29%
43300	Building Permit	\$ 14,673.99	\$ 36,450.18	\$ (21,776.19)	-59.74%
43400	Business Licenses/Registration	\$ 4,175.00	\$ 4,270.00	\$ (32,275.18)	-755.86%
43500	Liquor Licenses	\$ -		\$ -	
43800	Zoning Permits	\$ 14,907.76	\$ 18,007.67	\$ (3,099.91)	-17.21%
43900	Other Licenses and Permits	\$ 22.50	\$ 117.50	\$ (95.00)	-80.85%
44270	Impact Fees	\$ 23,876.07	\$ 17,024.00	\$ 6,852.07	40.25%
44990	Other Charges for Services	\$ 36,348.09	\$ 27,987.54	\$ 8,360.55	29.87%
45050	Parking Fines	\$ 2,650.00	\$ 87.00	\$ 2,563.00	2945.98%
46030	Interest Income	\$ 117,101.63	\$ 33,231.85	\$ 83,869.78	252.38%
46040	Investment Income	\$ 2,868.19	\$ 852.20	\$ 2,015.99	
46900	Miscellaneous - Other	\$ 50,079.20	\$ 49,679.54	\$ 399.66	0.80%
47140	Small Cities Assistance (TRD)	\$ -	\$ -	\$ -	
47100	State - Fire Marshall Allotmen	\$ 249,810.00	\$ 119,296.00	\$ 130,514.00	109.40%
47110	State - Law Enforcement Protec	\$ 101,000.00	\$ 48,000.00	\$ 53,000.00	110.42%
41300	Lodgers' Tax	\$ 97,945.15	\$ 103,246.22	\$ (5,301.07)	-5.13%
42300	Gas Tax for General Purposes	\$ 1,744.74	\$ 1,780.80	\$ (36.06)	-2.02%
42601	Motor Vehicle Fees	\$ 7,555.87	\$ 8,199.34	\$ (643.47)	-7.85%
47499	Other State Grants	\$ -	\$ 4,950.07	\$ (4,950.07)	-100.00%
47399	Other State Distributions (res	\$ -		\$ -	
47700	Federal - LG Abatement	\$ -	\$ 6,304.50	\$ (6,304.50)	
42700	Cannabis Excise Tax	\$ -	\$ 490.84	\$ (490.84)	-100.00%
46010	Contributions/Donations	\$ 1,163.00	\$ -	\$ 1,163.00	
44220	Water Use Fees	\$ 70,619.32	\$ 57,137.43	\$ 13,481.89	23.60%
44230	Utility Service Fees	\$ 282,477.39	\$ 228,549.64	\$ 53,927.75	23.60%
Total Income		\$ 1,526,318.90	\$ 1,101,571.52	\$ 424,747.38	38.56%

Preliminary Statement of Revenue Expenses  
July-September 2023 vs Same 2022

Account	Title	Balance	Balance	Change	% Change
51010	Salaries - Elected Officials	\$ 8,340.84	\$ 8,959.32	\$ (618.48)	-6.90%
51020	Salaries - Full-Time Positions	\$ 450,176.91	\$ 343,067.12	\$ 107,109.79	31.22%
51040	Salaries - Part-Time Positions	\$ -		\$ -	
51060	Salaries - Overtime	\$ 7,107.05	\$ 7,874.56	\$ (767.51)	-9.75%
52010	FICA - Regular	\$ 28,408.18	\$ 21,915.26	\$ 6,492.92	29.63%
52011	FICA - Medicare	\$ 6,643.85	\$ 5,125.33	\$ 1,518.52	29.63%
52020	Retirement	\$ 45,168.94	\$ 34,195.16	\$ 10,973.78	32.09%
52030	Health and Medical Premiums	\$ 88,886.78	\$ 74,102.51	\$ 14,784.27	19.95%
52040	Life Insurance Premiums	\$ 424.31	\$ 338.13	\$ 86.18	25.49%
52050	Dental Insurance Premiums	\$ 5,897.78	\$ 4,876.46	\$ 1,021.32	20.94%
52060	Vision Insurance Medical Premi	\$ 1,007.87	\$ 839.00	\$ 168.87	20.13%
52080	Other Insurance Premiums	\$ 418.50	\$ 458.02	\$ (39.52)	-8.63%
52100	Workers' Compensation Premium	\$ 94.60	\$ 86.00	\$ 8.60	10.00%
52120	Workers' Compensation (Self In	\$ 6,629.00	\$ -	\$ 6,629.00	
52999	Other Employee Benefits	\$ 500.00	\$ 700.00	\$ (200.00)	
53010	Travel - Elected Officials	\$ 447.45	\$ -	\$ 447.45	
53030	Travel - Employees	\$ 7,091.04	\$ 896.56	\$ 6,194.48	690.92%
54010	Maintenance & Repairs - Buildi	\$ 1,206.62	\$ 86.68	\$ 1,119.94	1292.04%
54040	Maintenance & Repairs - Vehicl	\$ 4,840.22	\$ 3,050.38	\$ 1,789.84	58.68%
54050	Maintenance & Repair - Furnitu	\$ 33,417.36	\$ 13,759.28	\$ 19,658.08	142.87%
55010	Contract - Audit	\$ -		\$ -	
55020	Contract - Attorney Fees	\$ 14,241.55	\$ 46,250.61	\$ (32,009.06)	-69.21%
55030	Contract - Professional Servic	\$ 753,749.86	\$ 245,086.10	\$ 508,663.76	207.54%
55999	Contract - Other Services	\$ 196.29	\$ 1,433.50	\$ (1,237.21)	-86.31%
56010	Software	\$ 18,157.28	\$ 7,302.65	\$ 10,854.63	148.64%
56020	Supplies - General Office	\$ 18,999.63	\$ 32,597.16	\$ (13,597.53)	-41.71%
56030	Supplies - Field Supplies	\$ 2,609.00	\$ -	\$ 2,609.00	
56040	Supplies - Furniture/Fixtures/	\$ 24,613.61	\$ 9,033.16	\$ 15,580.45	172.48%
56050	Supplies - Janitorial/Maintena	\$ 917.16	\$ 35.10	\$ 882.06	2512.99%
56090	Supplies - Safety	\$ 2,753.38	\$ 1,434.01	\$ 1,319.37	92.01%
56120	Supplies - Vehicle Fuel	\$ 11,000.95	\$ 17,331.90	\$ (6,330.95)	-36.53%
56999	Supplies - Other	\$ 23,972.76	\$ 3,498.68	\$ 20,474.08	585.19%
57040	Election Costs	\$ -	\$ -	\$ -	
57050	Employee Training	\$ 5,391.12	\$ 7,190.17	\$ (1,799.05)	-25.02%
57060	Grants to Sub-recipients	\$ 335,166.68	\$ 263,231.08	\$ 71,935.60	27.33%
57070	Insurance - General Liability/	\$ 140,752.23	\$ -	\$ 140,752.23	
57080	Postage	\$ 757.61	\$ 517.10	\$ 240.51	46.51%
57090	Printing/Publishing/Advertisin	\$ 1,378.95	\$ 4,524.52	\$ (3,145.57)	-69.52%
57130	Rent of Equipment/Machinery	\$ 72,300.00	\$ 68,907.00	\$ 3,393.00	4.92%
57140	Rent of Land/Building	\$ 839.60	\$ -	\$ 839.60	
57150	Subscriptions & Dues	\$ 4,479.60	\$ 3,620.23	\$ 859.37	23.74%
57160	Telecommunications	\$ 8,798.64	\$ 9,907.91	\$ (1,109.27)	-11.20%
57170	Utilities - Electricity	\$ 16,754.48	\$ 21,451.32	\$ (4,696.84)	-21.90%
57171	Utilities - Natural Gas	\$ 1,908.90	\$ 3,767.84	\$ (1,858.94)	-49.34%
57172	Utilities - Propane/Butane	\$ -	\$ -	\$ -	
57999	Other Operating Costs	\$ 17,675.18	\$ 6,811.56	\$ 10,863.62	159.49%
58010	Buildings & Structures	\$ -	\$ -	\$ -	

Preliminary Statement of Revenue Expenses  
July-September 2023 vs Same 2022

58020	Equipment & Machinery	\$ -	\$ 19,948.03	\$ (19,948.03)	-100.00%
58040	Infrastructure	\$ 24,589.65	\$ -	\$ 24,589.65	
58080	Vehicles	\$ -	\$ 36,000.00	\$ (36,000.00)	-100.00%
58090	Roadways/Bridges	\$ 68,990.49	\$ -	\$ 68,990.49	
58999	Other Capital Purchases	\$ 10,042.07	\$ -	\$ 10,042.07	
59010	Debt Service - Principal Payme	\$ 50,071.05	\$ 77,181.50	\$ (27,110.45)	-35.13%
59020	Debt Service - Interest Paymen	\$ 55,827.55	\$ 56,954.48	\$ (1,126.93)	-1.98%
Total Expense		\$ 2,383,642.57	\$ 1,464,345.38	\$ 919,297.19	62.78%

\$ -

61100	Transfers In	\$ (610,913.33)	\$ (443,676.03)	\$ (167,237.30)	37.69%
61200	Transfers Out	\$ 610,913.33	\$ 443,676.03	\$ 167,237.30	37.69%

\$ - \$ -

net income		\$ (857,323.67)	\$ (362,773.86)	\$ (494,549.81)	136.32%
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# 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 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	\$264,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,652,811.41
FY2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06	\$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	\$94,767.28	\$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	\$80,723.22	\$126,212.90	\$125,573.69	\$142,615.65	\$296,312.84	\$293,244.12	\$267,784.55	\$346,834.02	\$55,904.39
YTD	\$54,648.70	\$89,724.10	\$158,178.20	\$238,901.42	\$365,114.32	\$490,688.01	\$633,303.66	\$929,616.50	\$1,222,860.62	\$1,490,645.17	\$1,837,479.19	\$1,893,383.58
FY2024	\$77,579.64	\$40,289.61	\$98,554.84	\$140,391.56								
YTD	\$77,579.64	\$117,869.25	\$216,424.09	\$356,815.65	\$356,815.65	\$356,815.65	\$356,815.65	\$356,815.65	\$356,815.65	\$356,815.65	\$356,815.65	\$356,815.65

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%

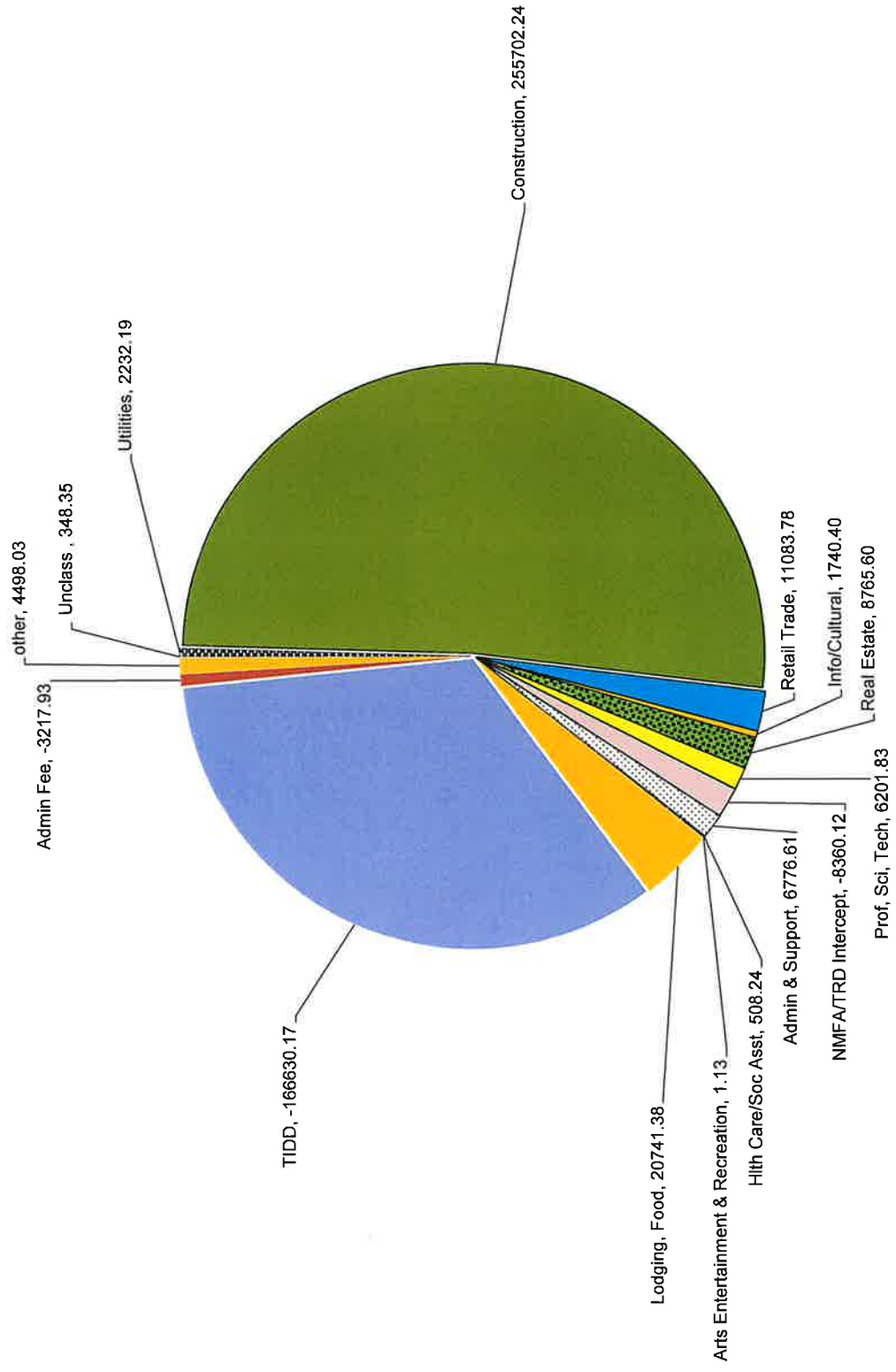
7/01/04 thru Current the tax rate is 5%; 2/97 thru 6/04 tax rate was 4.5%

LODGERS' TAX

	July	August	September	October	November	December	January	February	March	April	May	June
FY 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	\$148,781.28	\$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	\$543,233.18	\$701,277.00	\$718,378.43	\$724,642.91
FY2023	\$17,714.27	\$29,642.49	\$26,135.01	\$29,754.45	\$25,300.02	\$22,079.15	\$117,615.32	\$133,713.55	\$136,996.72	\$135,113.91	\$24,434.95	\$7,546.81
YTD	\$17,714.27	\$47,356.76	\$73,491.77	\$103,246.22	\$128,546.24	\$150,625.39	\$268,240.71	\$401,954.26	\$538,950.98	\$674,064.89	\$698,499.84	\$706,046.65
FY2024	\$15,690.29	\$29,101.64	\$25,637.57	\$27,515.65								
YTD	\$15,690.29	\$44,791.93	\$70,429.50	\$97,945.15	\$97,945.15	\$97,945.15	\$97,945.15	\$97,945.15	\$97,945.15	\$97,945.15	\$97,945.15	\$97,945.15

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

# Village of Taos Ski Valley Gross Receipts Distribution collected for August 2023 recieved in October 2023



FY2023 & FYTD2024 TIDD GRT Distribution

Date	VTSV Increment	State Increment	Admin Fees	Pay Backs	Total TIDD	NIVIA & US	Hold Harmless	
							GRT	VTSV Cash
7/18/2022	(17,240.41)	(27,906.36)	319.99	-	(44,826.78)	8,360.12	6,426.90	54,648.70
8/22/2022	36,658.10	57,852.94	(689.95)	(44,826.78)	48,994.31	8,360.12	14,070.55	35,075.40
9/21/2022	37,758.59	57,866.32	(710.67)	-	94,914.24	8,360.12	17,588.79	68,454.10
10/19/2022	15,202.78	24,597.60	(276.99)	-	39,523.39	8,360.12	10,637.18	80,723.22
11/17/2022	133,817.63	204,886.92	(2,518.62)	-	336,185.93	8,360.12	25,992.53	126,212.90
12/15/2022	3,251.75	4,949.84	(61.40)	-	8,140.19	8,360.12	13,992.93	125,573.69
1/19/2023	81,208.10	128,084.88	(1,503.67)	-	207,789.31	8,360.12	24,077.47	142,615.65
2/15/2023	158,116.52	242,092.64	(2,975.91)	-	397,233.25	8,361.12	47,915.09	296,312.84
3/15/2023	199,147.17	154,194.82	(3,725.47)	-	349,616.52	8,361.12	51,717.41	293,244.12
4/19/2023	175,757.64	134,549.40	(3,307.99)	-	306,999.05	8,361.12	46,635.51	267,784.55
5/19/2023	188,033.34	143,949.70	(3,539.02)	-	328,444.02	8,361.12	56,212.46	346,834.02
6/22/2023	47,894.35	36,665.06	(901.43)	-	83,657.98	8,361.12	11,450.54	55,904.39
TOTAL FY23	1,059,605.56	1,161,783.76	(19,891.13)	(44,826.78)	2,156,671.41	100,326.44	326,717.36	1,893,383.58

7/19/2023	59,144.68	45,297.26	(1,113.17)	-	103,328.77	8,360.12	15,007.83	77,579.64
8/18/2023	49,806.66	37,991.42	(937.43)	-	86,860.65	8,360.12	10,162.59	40,289.61
9/15/2023	125,819.34	93,155.52	(2,368.05)	-	216,606.81	8,360.12	24,021.78	98,554.84
10/11/2178	166,630.17	123,349.88	(3,136.19)	-	286,843.86	8,360.12	32,585.13	140,391.56
				-	-	8,360.12		
				-	-	8,360.12		
				-	-	8,360.12		
				-	-	8,361.12		
				-	-	8,361.12		
				-	-	8,361.12		
				-	-	8,361.12		
				-	-	8,361.12		
				-	-	8,361.12		
TOTAL FY24	401,400.85	299,794.08	(7,554.84)	-	693,640.09	100,326.44	81,777.33	356,815.65
TOTAL FY2016-FY2024	6,391,478.58	5,813,784.21	(102,820.97)	(180,961.17)	11,922,213.29	676,350.62	1,599,693.47	13,587,876.01

Village Baseline

Month GRT is Generated	Month GRT is Reported to State	Mth GRT is distributed fr State to Entities	Total	State	Village
December	January	February	371,622.37	201,645.53	169,976.84
January	February	March	328,741.64	178,378.07	150,363.57
February	March	April	310,404.18	168,428.01	141,976.17
March	April	May	429,910.95	233,273.42	196,637.53
April	May	June	64,234.89	34,854.41	29,380.48
May	June	July	93,353.53	50,654.43	42,699.09
June	July	August	40,142.02	21,781.41	18,360.61
July	August	September	89,560.14	48,596.11	40,964.03
August	September	October	134,697.23	73,087.89	61,609.34
September	October	November	108,590.92	58,922.38	49,668.54
October	November	December	204,035.98	110,711.70	93,324.28
November	December	January	174,517.70	94,694.82	79,822.88
Total	Total	Total	2,349,811.54	1,275,028.17	1,074,783.36

**Monthly Public Safety Report**

**Oct-23**

<b>Law Enforcement</b>	<b>R. Salazar</b>	<b>Vacant</b>	<b>J. Hutter</b>	<b>V. Vigil</b>	<b>Totals</b>	<b>Last Year</b>
911 Hang up	0		0	0	0	1
Abandoned Vehicle	0		0	0	0	0
Alcohol Offense - Adult	1		0	0	1	0
Animal Calls	4		0	1	5	1
Arrests	1		1	0	2	0
Assists to other Agencies	3		0	2	5	3
B&E /Burglary	0		0	0	0	0
Battery or Assault	1		0	0	1	0
Business Alarm	0		0	1	1	0
Citizen Assists/Contacts	34		14	25	73	78
Civil Stand-by/Civil Complaint	1		1	0	2	1
Disorderly /Disturbance	1		0	1	2	0
Domestic Calls	1		0	1	2	0
Embezzlement	0		0	0	0	0
Foot Patrol Hours	28		4	10	42	24.5
Found/Lost Property	1		0	0	1	0
Fraud Complaint	0		0	0	0	0
Harassment	0		0	0	0	0
Health Orders	0		0	0	0	0
Larceny	0		0	0	0	0
Law Unknown/Information	0		2	0	2	0
Missing Adult/Person	0		0	0	0	0
MVC's	1		2	0	3	0
Narcotics Adult	0		0	0	0	0
Natural Disasters	0		0	0	0	0
Parking Citations	3		5	0	8	0
Private Property Crash	1		0	0	1	2
Reckless Driver	0		0	0	0	2
Residential Alarm	1		3	0	4	2
Shots Fired	0		0	0	0	3
Suicide Subject	0		0	0	0	0
Suspicious Persons/Vehicles	2		0	0	2	2
Theft	0		1	0	1	1
Traffic Enforcement Hours	16		28	0	44	96
Traffic Hazard	5		1	0	6	6
Traffic Stops	2		15	0	17	47
Trespass Warnings	0		0	0	0	0
Vehicle Theft	0		0	0	0	1
Verbal Warnings	2		0	0	2	5
Welfare Check	0		1	0	1	17
Written Citations	0		9	0	9	17
Written warnings	0		14	0	14	11
<b>Fire/EMS</b>	3		1	6	10	5

## **Monthly Accomplishments for October 2023**

### **Police Department Chief / Director Virgil Vigil**

- I'm working with Taos County Sheriff Steve Miera on the final required documentation that is needed to obtain Cross Commission Cards, now that I received approval from the Village Council.
- I attended a joint meeting with Taos Ski Valley Inc. for Radio System Upgrade proposal. This meeting was to discuss the possibility of upgrading our radio communications system with Spectra Com.. Spectra Com hosted the meeting and informed us of what the best upgrade would benefit and replace our older Radio Systems. They also were going to organize several quotes and present them to Taos Valley Inc. for review.
- Lt. Salazar will continue to resume the vacant Officer's shifts, and I will also assist in handling calls, covering shifts and on call coverage, until we can fill the vacant Police Officer position.
- I attended the Public Safety/Firewise meeting and updated them on the progress of the Fire/Police/ EMS developments, calls. I also attended E911 board, Lepc, and Taos Crime Stoppers Meeting.
- Three of our Ford Police units received vehicle recalls at the Sanat Fe Capitol Ford Dealership. However, two of the vehicles that were serviced developed mechanical issues and will need to be returned to the dealerships for repair. Arraignments will be made in November to have these vehicles serviced again.

### **Items In progress for November**

- I continued working with the Office of Emergency Management (OEM) on having a tabletop exercise at Taos Ski Valley. This exercise included OEM, Taos County, Kit Carson, NM GAS, Department of Transportation, VTSV Police/Fire/EMS, Taos Ski Valley Inc. and several other entities. The purpose of this exercise would be preparing the Taos Ski Valley for a Natural disaster, Wildland Fire or crash or any event that the road would be closed or not be passable causing Taos Ski Valley to shelter in place for an indefinite amount of time. The first stage of meeting for the event was for 3 weeks in October, to organize. The Tabletop was then conducted on November 6, 2023, in Rio Hondo Learning Center. Over 30 participants from surrounding entities attended this exercise.
- I will continue to evaluate our Police Department equipment, uniforms and vehicles and begin allocating the grant money to keep our equipment/vehicles updated.
- I will be meeting with the Fire Chief/ EMS Chief on ideas to continue the two-department moving forward with training, updating equipment and recruitment ideas.
- I plan on attending Public Safety/Firewise, E911 board, Lepc, Dwi Council, Taos Crime Stoppers and Village Council Meeting this month.

- I'm still working on filling the vacant certified Officer position so can have it filled as soon as possible. A possible police candidate will be interviewed around the 21 of November 2023.

**From EMS Department Chief Matt Rogers/Interim Fire Chief**

Successful burn on TSVI special permit. Xxx acres with a max of 6 acres per hour to limit smoke in valley. Worked with USFS and had an engine committed to burn for 3 days. We should get paid for this work, money from USFS.

Have 2 people starting hazmat class.

25+ new SAR members recruited.

I passed my Rope 2 course, the highest level offered by IFSTA.

Got ambulance donated from County Sheriff must be approved by their council. Gabe thinks it will be an easy fix.

Application for controlled substance license and medical rescue with transport capability.

Matt Rogers DiMM, EMT-P  
Fire & EMS Chief  
Taos Ski Valley  
C: 203-245-9153

**From TSVFD Fire Administrator Mitch Daniels**

NFL meetings with John, Jalmar and Matt

Meetings with JR Logan and Morris Harrell about Hwy 150 Corridor mitigation.

Meetings with State Forestry Cimarron District Mary Stuever and Morris Harrell to assist with applying for CWGP grant to get funding to pay a company to write the CWPP for 2024.

Public Safety and Fire Wise meeting.

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

Council report through Nov. 16 - 2023

Inspections performed residential: 5

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family / commercial: 20

Enforcement actions : 0

Permits issued since last council report:

0\_ new residential building.

2\_ residential repair/remodel

1\_ residential demo pending

0\_ new commercial buildings permitted.

0\_ commercial or multifamily repair/remodel permitted.

0\_ demolition commercial permitted.

2\_ Projects currently in application or submission review.

0\_ Commercial project currently pending submission.

2\_ Residential projects currently pending submission.

Narrative of other activities:

1. Update of the Non-Federal Lands Grant. Grant Work Plan is approved by State Forestry with a Notice to Proceed. Paperwork and signatures were a focus recently and should be completed soon to start on the Bull of the Woods Corridor and adjacent properties.
2. Village complex repairs are in the finish stages with that and recent heat maintenance issues a significant amount of time has been spent this month in liaison with contractors and their workers.

**Planning & Community Development Department**  
**Monthly Report to the Village Council**  
**November 2023**

Projects Updates and Key Initiatives:

**Twining Road Reconstruction Project** - Community Open House held October 7 to share 90% complete design plans and gather public comment. About 25 attendees offered their perspective and input. Requests to obtain temporary construction easements are being prepared and will be delivered to affected property owners once construction funds have been duly obtained.

After last year's nearly successful submission, a federal RAISE grant application for \$12.2M in construction funds is being prepared again. No Village match is required. Letters of Support from our federal delegation and key regional entities, including TSVI, are anticipated. Central components of the project include a new and expanded one mile water main, new and rebuilt storm drainage system, safety enhancements, and new roadway surface to include sidewalks, intersection lighting, and grade reductions.

**Underground Electrical Utility Connection Ordinance** - Draft Ordinance update to clarify roles and responsibilities is under review by the Public Safety Committee and staff.

**Avalanche Hazard Assessment & Mapping Report Update and Revised Ordinance** - Updated report and companion ordinance presented to the Village Council with public hearings held in June and August 2023. Recommendations and revised avalanche hazard zoning maps are part of the new Avalanche Ordinance. Critical public safety initiative delayed pending political desire to proceed.

The report provided a detailed review and update to the village's avalanche hazard maps and suggested necessary improvements to the currently deficient avalanche hazard zoning ordinance. The former avalanche hazard maps, which were never incorporated into the Planning Ordinance, 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 have led to improvements in the Village's understanding and the need for better land use regulations to protect the public's health, safety, and welfare.

**Development Impact Fee Assessments** – Outstanding fees (\$140k) remain for the Firehouse and TSVI Administration building. Per Village Ordinance, no Certificate of Occupancy can be issued without full payment. The Hotel St. Bernard impact fees have not been completely paid and the escrow agreement has now expired. No Building Permit can be issued, per Ordinance, without development impact fees paid in full.



**Village Recreational Trails System** – Trails work has concluded for the season. Rocky Mountain Youth Corps (RMYC) crews helped develop a series of trail segments located throughout the Village with the intent to have a unified integrated system reaching from Amizette to the Kachina basin. The new Lake Fork Trail section was roughed-in prior to snowfall and will be finished early next summer.

The US Forest Service participated in a site visit in early October to review the conceptual Amizette trail plan. An alternative route following the Forest Service boundary north of NM Hwy 150 is under consideration with assistance offered by the Enchanted Circle Trail Association. USFS staff also reviewed the feasibility of a bridge crossing connecting the federal Bull of the Woods Trail with the nearby new Village trail.

Picnic tables, wayfinding signs, and an environmental education kiosk adjacent to the Kachina wetlands trail are included in the Trail+ grant program of work.

**Development Review Permits** - Land development related permits currently under review or issued this month include:

- 2 Excavation & Grading Permits
- 1 Sign Permit
- 4 Tree Permits
- 3 Certificates of Compatibility

**Professional Development** - Obtained Project Management Certification from Cornell University's online program. The six month five course curriculum provided both a general overview and specific practical approaches and techniques to improve project management skills and knowledge.

**Planning GIS Office** - The former GIS contractor, SageGIS, terminated their FY'23 contract back in January due to a chronic lack of timely payment and disagreements on program deliverables with key Village staff. Administrative impediments have prevented a new contractor from re-establishing and expanding the Village GIS. Today, a fully functioning municipal GIS office is an expected service necessary to meet the demands of the community in terms of service delivery and planning.

**Planning Commission Meetings** - No December meeting. Next regular meeting scheduled for January 8, 2024.

- PUBLIC WORKS UPDATE**  
**November 21, 2023**

- Water:**
  - Conducted monthly sampling.
  - Maintenance and Repairs
    - Prv vault on cliffhanger the pilot valve the controls the opening and closing of PRV valve failed keeping PRV valve closed village had a spare pilot valve repaired system up and running.
    - Start looking in to do vault maintenance on PRV vaults by replacing the pilot valves that are currently brass to stainless steel valve bodies.
    - Missions Master Meter training was good turn out on 11/13/23 20 people present.
  - Water Repairs:
    - Fix Fire hydrant on up twinning hit and broke at break away public works staff installed new shear pin inside and placed break away ring.

- Wastewater:**
  - 11/1/23 Prodigy sewer plant contractors on board with Village.
  - 11/7/23 IWS and OVIO pulled out old membrane's, IWS will be back 11/27/23 to start install of new upgraded membranes.
  - Prodigy (sewer plant contractors) on sight Nov 7 and oversee IWS and OVIO tear down of Train 1.
  - DMR summited 11/14/23.

Date	BOD Data		pH	TSS		TKN		NH <sub>3</sub> (Ammonia)		NO <sub>3</sub> - (Nitrate)		NO <sub>2</sub> - (Nitrite)		Total P		Flow, MGD			E.Coli	Fecal	Date	Total N: mg/L	Total N: lb/d	Influent Flow
	mg/L	lb/d		mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	Daily	Weekly Average	Weekly Total	CFU	CRU		TKN + NO <sub>3</sub> + NO <sub>2</sub>	TKN + NO <sub>3</sub> + NO <sub>2</sub>	
4	4.86	2.18	6.70	1.40	0.63	1.50	0.67	1.10	0.49	2.00	0.90	0.09	0.04	0.05	0.02	0.054	0.053	0.263	1.00	1.00	4	3.59	1.61	
17			6.87													0.032	0.096	0.673	1.00	1.00	17	0.00	0.00	
Total		2.18			0.63		0.67		0.49		0.90		0.04		0.02	1.491	0.258	1.491			Total	Total Nitrogen		0
7 Day Avg (MAX)	4.86	2.18	7.13	1.40	0.63	1.50	0.67	1.10	0.49	2.00	0.90	0.09	0.04	0.05	0.02	0.062	0.052	0.673	1.00	1.00	7 Day Avg	3.59	1.61	0
Min	4.88	2.18	6.42	1.40	0.63	1.50	0.67	1.10	0.49	2.00	0.90	0.09	0.04	0.05	0.02	0.003	0.034	0.068	1.00	1.00	Min	mg/L	lb/d	0
30 Day Avg (AVG)	4.86	2.18		1.40	0.63	1.50	0.67	1.10	0.49	2.00	0.90	0.09	0.04	0.05	0.02	0.055	0.052	0.298	1.00	1.00	30 Day Avg	3.59	1.61	#DN/D
Removal %	98.64%			99.84%																				
Frequency	BOD Data		pH	TSS		TKN		NH <sub>3</sub>		NO <sub>3</sub>		NO <sub>2</sub>		Total P		Flow, MGD			E.Coli		Fecal			
43 (31.7)	147.00	98.64%		295.00	99.84%			7 day	3.20	1.34				2.75	1.20									
30 (21.9)								30 day	3.20	1.34				2.60	0.900									
FLOW NOTES:																								
FLOW: 438 x 100 CMR																								
FLOW: 30 DAY AV (DMR)																								
FLOW: 7 DAY AV (DMR)																								
Total Effluent for Water Consumption Report																								

- Roads:**
  - Road grading on cliffhanger re-sloping for water runoff.
    - Pea gravel ordered stocked up for start of winter.
  - 11/20/23 start haul road material to Phoenix switch back road for road repairs and
- Equipment**
  - Winter gear up
    - One plow truck ready for winter
    - One loader ready for winter

# DMR Copy of Record

<b>Permit:</b> NM0022101 <b>Major:</b> Yes		<b>Permittee:</b> TAOS SKI VALLEY, VILLAGE OF <b>Permittee Address:</b> 7 FIREHOUSE RD. 38 OCEAN BLVD. TAOS SKI VALLEY, NM 87525		<b>Facility:</b> TAOS SKI VALLEY, VILLAGE OF <b>Facility Location:</b> 7 FIREHOUSE RD. 38 OCEAN BLVD. TAOS SKI VALLEY, NM 87525	
<b>Permitted Feature:</b> 001 External Outfall		<b>Discharge:</b> 001-A TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO		<b>Status:</b> No DMR Validated	
<b>Report Dates &amp; Status:</b> <b>Monitoring Period:</b> From 10/01/23 to 10/31/23 <b>Considerations for Form Completion:</b>		<b>DMR Due Date:</b> 11/15/23		<b>Telephone:</b> 575-778-8220	
<b>Principal Executive Officer:</b> <b>First Name:</b> John <b>Last Name:</b> Avila		<b>Administrator:</b>		<b>Title:</b>	
<b>No Data Indicator (NOD):</b> <b>Form NOD:</b>					

Code	Parameter Name	Monitoring Location	Season	Permit NOD	Sample	Permit Req. Value NOD	Qualifier	Value 1	Qualifier	Value 2	Unit	Qualifier	Value 3	Qualifier	Value 4	Unit	Qualifier	Value 5	Qualifier	Frequency of Analysis	Sample Type
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	1	--	Sample	Permit Req. Value NOD	4.18	=	4.18	25 - lbd		2.18	=	2.18	30 JJ 30DA AVG	4.4	46.0 / DA AVG			01/00 - Monthly	24 - COMP24
					Permit Req. Value NOD	23.4 30DA AVG	<=	35.7 / DA AVG	<=	20 - lbd									01/00 - Monthly	24 - COMP24	
00310	BOD, 5-day, 20 deg. C	G - Raw Sewage Influent	1	--	Sample	Permit Req. Value NOD						147.0			Neg Mon 30DA AVG				01/00 - Monthly	24 - COMP24	
					Permit Req. Value NOD														01/00 - Monthly	24 - COMP24	
X 00400	pH	1 - Effluent Gross	0	--	Sample	Permit Req. Value NOD						8.42			8.6 MINIMUM				05/00K - Five Per Week	GR - GRAB	
					Permit Req. Value NOD														05/00K - Five Per Week	GR - GRAB	
00530	Solids, total suspended	1 - Effluent Gross	1	--	Sample	Permit Req. Value NOD	0.13	=	0.13	26 - lbd		1.4			30.0 30DA AVG	4.4	45.0 / DA AVG			01/00 - Monthly	24 - COMP24
					Permit Req. Value NOD	23.8 30DA AVG	<=	35.7 / DA AVG	<=	26 - lbd									01/00 - Monthly	24 - COMP24	
00550	Solids, total suspended	G - Raw Sewage Influent	1	--	Sample	Permit Req. Value NOD						235.0			Neg Mon 30DA AVG				01/00 - Monthly	24 - COMP24	
					Permit Req. Value NOD														01/00 - Monthly	24 - COMP24	
00600	Nitrogen, total (as N)	1 - Effluent Gross	3	--	Sample	Permit Req. Value NOD	1.01	=	1.01	26 - lbd		3.50			12.7 30DA AVG	4.4	10.0 / DA AVG			01/00 - Monthly	24 - COMP24
					Permit Req. Value NOD	21.3 30DA AVG	<=	31.7 / DA AVG	<=	26 - lbd									01/00 - Monthly	24 - COMP24	
00610	Nitrogen, ammonium total (as N)	1 - Effluent Gross	1	--	Sample	Permit Req. Value NOD	0.49	=	0.49	26 - lbd		1.1			3.2 30DA AVG	4.4	1.7 / DA AVG			01/00 - Monthly	24 - COMP24
					Permit Req. Value NOD	5.34 30DA AVG	<=	5.34 / DA AVG	<=	26 - lbd									01/00 - Monthly	24 - COMP24	
00665	Phosphorus, total (as P)	1 - Effluent Gross	3	--	Sample	Permit Req. Value NOD	0.02	=	0.02	26 - lbd		0.05			2.5 30DA AVG	4.4	3.75 / DA AVG			01/00 - Monthly	24 - COMP24
					Permit Req. Value NOD	0.1 30DA AVG	<=	1.2 / DA AVG	<=	26 - lbd									01/00 - Monthly	24 - COMP24	
50900	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	--	Sample	Permit Req. Value NOD	0.05	=	0.05	00 - NOD									01/00 - Only	TOTAL2	
					Permit Req. Value NOD														01/00 - Daily	TOTAL2	



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

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**AGENDA ITEM TITLE:** Consideration to Approve Resolution No. 2024-556 Requesting Acceptance and Approval of the FY2023 Final Audit

**DATE:** November 21, 2023

**PRESENTED BY:** Carroll Griesedieck / Southwest Accounting Solutions Robert Peixotto and Geoff Mamerow

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:** The fiscal year 2023 audit was submitted to the State Auditor's office on October 10, 2023. The audit has now been approved and released by the Office of the State Auditor with its letter dated October 25, 2023. Copies of the audit have been distributed to the Mayor Pro Tem and Council along with the auditors' letter discussing the financial status of the Village of Taos Ski Valley. A copy of the release letter from the State Auditor is included as Exhibit A. The Village received an unmodified opinion with findings.

**RECOMMENDATION:** Motion to approve Resolution No. 2024-556 to accept and approve the final FY2023 audit.



State of New Mexico  
Office of the State Auditor

Via: Email

10/25/2023  
Carroll Griesedieck, Finance Director  
carroll@vtsv.org  
Village of Taos Ski Valley

OSA Ref No. 6171

Re: Authorization to Release 2023 Village of Taos Ski Valley Audit Report

The Office of the State Auditor (OSA) received the audit report for your agency on 10/20/2023. The OSA has completed the review of the audit report required by Section 12-6-14(B) NMSA 1978 and any applicable provisions of the Audit Rule. This letter is your authorization to make the final payment to the Independent Public Accountant (IPA) who contracted with your agency to perform the financial and compliance audit. In accordance with the audit contract, the IPA is required to deliver to the agency the number of copies of the report specified in the contract.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become a public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the OSA. Once the five-day period has expired, or upon the OSA's receipt of a written waiver:

- the OSA will send the report to the Department of Finance and Administration, the Legislative Finance Committee and other relevant oversight agencies;
- the OSA will post the report on its public website; and
- the agency and the IPA shall arrange for the IPA to present the report to the governing authority of the agency, per the Audit Rule, at a meeting held in accordance with the Open Meetings Act, if applicable.

The IPA's findings and comments are included in the audit report on page 82-83. It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.

Sincerely,

A handwritten signature in dark ink that reads "Joseph M. Maestas". The signature is written in a cursive, flowing style.

Joseph M. Maestas, P.E.  
State Auditor

cc. Southwest Accounting Solutions

*Exhibit A*

**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2024-556**

**A RESOLUTION REQUESTING ACCEPTANCE AND APPROVAL OF THE FY2023 FINAL AUDIT**

**WHEREAS**, the Village of Taos Ski Valley is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2023; and,

**WHEREAS**, the Village of Taos Ski Valley has directed the accomplishment of the audit for FY2023 be completed; and,

**WHEREAS**, this audit has been completed and presented to the Village of Taos Ski Valley per the October 25, 2023, letter from the State Auditor authorizing release of the FY2023 audit; and

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

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

**ACCEPTED AND APPROVED** this 21<sup>st</sup> day of November 2023, in a regular session by the Village of Taos Ski Valley Council at Village of Taos Ski Valley, Taos County, New Mexico.

PASSED, ADOPTED, AND APPROVED this 21<sup>st</sup> day of November 2023.

VOTES: \_\_\_\_ Yes      \_\_\_\_ No

VILLAGE OF TAOS SKI VALLEY, NEW MEXICO

\_\_\_\_\_  
Tom Wittman, Mayor pro Tem

ATTEST:

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

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

---

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2024-557** Requesting a Budget Adjustment (BAR) to the FY2024 Budget adding transfers from the General Operating fund to the NFL Grant Fund and adding transfers from the NFL Grant Fund to the General Operating Fund.

DATE: November 21, 2023

PRESENTED BY: Carroll Griesedieck, Finance Officer

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The NFL Grant fund will incur expenses well before any grant reimbursements can be requested or received. The NFL Grant Fund has a zero beginning balance, and so needs transfers from the General Operating Fund to cover the expenses until the NFL Grant reimbursements are received. The potential total could be as much as the total grant and so that much of a change in transfers in the budget is being requested. It is unlikely that this much will be needed before reimbursements are received. This BAR request will have no net effect on the overall budget for either fund. It allows for transfers as needed, and the return of transfers once Grant \$ is received.

<u>FUND</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
110000 General Operating	61200 Transfers Out	\$348,000
21800 Intergovernmental Grants	61100 Transfers In	(\$348,000)
110000 General Operating	61100 Transfers In	(\$348,000)
21800 Intergovernmental Grants	61200 Transfers Out	\$348,000

**RECOMMENDATION:**

Staff recommends approval of **Resolution No. 2024-557** to amend the budget for FY2024 adding transfers from General Operating fund to the NFL Grant Fund and adding transfers from the NFL Grant Fund to the General Operating Fund.



**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2024-557**

**A RESOLUTION REQUESTING A BUDGET ADJUSTMENT TO THE  
FY2024 BUDGET (BAR) TO ADD TRANSFERS FROM THE GENERAL FUND TO THE NFL  
GRANT FUND TO COVER EXPENSES INCURRED BEFORE GRANT REIMBURSEMENTS  
RECEIVED, AND TO ADD TRANSFERS FROM THE NFL FUND TO THE GENERAL FUND  
REPAYING THOSE TRANSFERS ONCE THE GRANT REIMBURSEMENTS ARE  
RECEIVED.**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on November 21, 2023 proposes to make an adjustment to the Fiscal 2023-2024 budget as follows:

<u>FUND</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
110000 General Operating	61200 Transfers Out	\$348,000
<u>21800 Intergovernmental Grants</u>	<u>61100 Transfers In</u>	<u>\$348,000</u>
110000 General Operating	<u>61100 Transfers In</u>	\$348,000
<u>21800 Intergovernmental Grants</u>	<u>61200 Transfers Out</u>	<u>\$348,000</u>

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on November 21, 2023, it considered adjustments to its budget for the Fiscal Year 2023-2024; and

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

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

**WHEREAS**, it is the majority opinion of this Council that the proposed budget adjustments meet the requirements as currently determined for Fiscal Year 2023-2024.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2023-2024 be amended accordingly.

PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of November, 2023

THE VILLAGE OF TAOS SKI VALLEY

By: \_\_\_\_\_  
Tom Wittman, Mayor Pro Tem

(Seal)

ATTEST:

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

VOTE: For \_\_\_\_\_ Against \_\_\_\_\_

## **VILLAGE OF TAOS SKI VALLEY**

### **Village Council**

### **Agenda Item**

---

**AGENDA ITEM TITLE:** Approval of Resolution 2024-553 for NMDOT agreement amendment and to assign designee to sign agreement with the NM Department of Project HWC5213066 NMDOT CC19127/1

**DATE:** November 21, 2023

**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 had applied and received Capital Outlay funding for design.

The funding agreement amendment requires Council authorization for the Mayor Pro-Tem to sign and also name the designated individual (Village Administrator) to sign the agreement documentation and update the Department of Finance and Administration (Budget & Formulation Management System).

**STAFF RECOMMENDATION:** Staff recommends approval of the Resolution assigning the Mayor to sign the funding agreement amendment to acquire rights of way and to design and improve Twining road in Taos Ski Valley and the Village Administrator to sign grant documents and report the Department of Finance and Administration (Budget & Formulation Management System).

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2024-553  
A RESOLUTION AUTHORIZING THE AGREEMENT AND ASSIGNMENT OF  
AUTHORIZED OFFICER(S) AND AGENT(S) TO ENTER INTO AGREEMENT  
AMENDMENT FOR CAPITAL APPROPRIATIONS PROJECT ID HWC5213066  
NMDOT C19127/1**

**WHEREAS**, the Village Council of Taos Ski Valley of Taos County of the State of New Mexico shall enter into a Capital Projects Grant Agreement identified above, with the State of New Mexico Department, and;

**WHEREAS**, the Agreement is identified as Project HWC5213066 NMDOT CC19127/1;

**WHEREAS**, the Capital Outlay Projects Bureau of the New Mexico Department of Finance and Administration coordinates the funding and administration of capital projects under the authority of the State Budget Division, Department of Finance and Administration; and

**WHEREAS**, the Capital Outlay Projects Bureau has amended its database reporting requirements; and

**WHEREAS**, Article VII allows the parties to alter the Agreement by written consent of both parties; and

**WHEREAS**, the Department and the Grantee want to amend the Agreement; and

**WHEREAS**, pursuant to NMSA 1978, Section 67-3.28, as amended, and State Transportation Commission Policy No. 44, the Department has the authority to enter into this Amendment.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:** that Mayor, Mayor Pro – Tem, Tom Wittman, or successor is authorized to sign the Grant Agreement for this project, and Authorized John Avila, Village Administrator, or successor is the OFFICIAL REPRESENTATIVE or ALTERNATE OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements and to act as the project contact and the same, or successor is the Budget & Formulation Management System (BFMS) contact who is authorized to update the CPMS database: The Grantee shall report quarterly 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 (Budget & Formulation Management System: <https://nm.bfm.cloud/bfmnm/default.aspx>).

**ADOPTED THIS 21 DAY OF NOVEMBER 2023.**

Mayor Pro Tem Tom Wittman

ATTEST:

Ann Marie Wooldridge  
Village Clerk

Contract Number: **D19127/1**  
Vendor Number: **52151**  
Control Number: **HW2C5213066**

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200CAPITAL APPROPRIATION PROJECT  
AMENDMENT NO. 1**

**Grantee:** Village of Taos Ski Valley  
**Grant Agreement #:** D19127/1

**THIS AMENDMENT** is made and entered into by and between the New Mexico Department of Transportation (Department) and the Grantee. This Amendment shall be effective as of the date of the last party to sign on the signature page below.

**RECITALS**

**WHEREAS**, the Department and Grantee entered into the Capital Appropriation Project Agreement(s), Grant Agreement(s) identified above, on the date(s) identified in the Capital Appropriation Project Agreement(s); and

**WHEREAS**, the Capital Outlay Projects Bureau of the New Mexico Department of Finance and Administration coordinates the funding and administration of capital projects under the authority of the State Budget Division, Department of Finance and Administration; and

**WHEREAS**, the Capital Outlay Projects Bureau has amended its database reporting requirements; and

**WHEREAS**, Article VII allows the parties to alter the Agreement by written consent of both parties; and

**WHEREAS**, the Department and the Grantee want to amend the Agreement; and

**WHEREAS**, pursuant to NMSA 1978, Section 67-3.28, as amended, and State Transportation Commission Policy No. 44, the Department has the authority to enter into this Amendment.

**AGREEMENT**

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

1. **Subsection A. Database Reporting of ARTICLE VIII. REPORTS** is deleted and replaced with the following:

**A. Database Reporting**

The Grantee shall report quarterly 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 (Budget & Formulation Management System: <https://nm.bfm.cloud/bfmnm/default.aspx>). 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.

Quarterly reports shall be due on the last day of the month that is thirty (30) days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

All other obligations set forth in the Agreement, including as previously amended, shall remain in full force and effect unless expressly amended or modified by this Amendment.

**The remainder of this page is intentionally left blank.**

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

GRANTEE



Chief Elected Official/Authorized Signatory

11/13/23  
Date

(Type or Print Name)

Tom Wittman, Mayor Pro Tem

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Cabinet Secretary or Designee

Date

(Type or Print Name)

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE  
DEPARTMENT'S OFFICE OF GENERAL COUNSEL

DocuSigned by:



593C7CA1DB434D1

NMDOT Office of General Counsel

8/31/2023

Date

(Type or Print Name)

# VILLAGE OF TAOS SKI VALLEY

## Village Council

### Agenda Item

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AGENDA ITEM TITLE: Approval of Resolution 2024-554 for agreement amendment and to assign designee to sign agreement with the NM Department for Project **20-E2240-STB**

DATE: November 21, 2023

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 had applied and received Capital Outlay funding for design.

The funding agreement amendment requires Council authorization for the Mayor Pro-Tem to sign and also name the designated individual (Village Administrator) to sign the agreement documentation and update the Department of Finance and Administration (Budget & Formulation Management System).

**STAFF RECOMMENDATION:** Staff recommends approval of the Resolution 2024-554 assigning the Mayor Pro-Tem to sign the funding agreement amendment for the Water Booster Station Design, Construct, Equip and the Village Administrator to sign grant documents and report the Department of Finance and Administration (Budget & Formulation Management System).



**VILLAGE OF TAOS SKI VALLEY**  
**RESOLUTION NO. 2024-554**  
**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED**  
**OFFICER(S) AND AGENT(S) TO ENTER INTO AGREEMENT AMENDMENT FOR**  
**CAPITAL APPROPRIATIONS PROJECT 20-E2240-STB                      TAOS SKI**  
**VALLEY BOOSTER STATION FUND 89200**

**WHEREAS**, the Village Council of Taos Ski Valley of Taos County of the State of New Mexico shall enter into a Capital Projects Grant Agreement identified above, with the State of New Mexico Department, and;

**WHEREAS**, the Agreement is identified as Project **20-E2240-STB**;

**WHEREAS**, the Capital Outlay Projects Bureau of the New Mexico Department of Finance and Administration coordinates the funding and administration of capital projects under the authority of the State Budget Division, Department of Finance and Administration; and

**WHEREAS**, the Capital Outlay Projects Bureau has amended its database reporting requirements; and

**WHEREAS**, Article VII allows the parties to alter the Agreement by written consent of both parties; and

**WHEREAS**, the Department and the Grantee want to amend the Agreement; and

**WHEREAS**, pursuant to NMSA 1978, Section 67-3.28, as amended, the Department has the authority to enter into this Amendment.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:** that Mayor, Mayor Pro – Tem, Tom Wittman, or successor is authorized to sign the Grant Agreement for this project, and Authorized John Avila, Village Administrator, or successor is the OFFICIAL REPRESENTATIVE or ALTERNATE OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements and to act as the project contact and the same, or successor is the Budget & Formulation Management System (BFMS) contact who is authorized to update the CPMS database: The Grantee shall report quarterly 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 (Budget & Formulation Management System: <https://nm.bfm.cloud/bfmnm/default.aspx>).

**ADOPTED THIS 21 DAY OF NOVEMBER 2023.**

Mayor Pro Tem Tom Wittman

ATTEST:

Ann Marie Wooldridge  
Village Clerk

**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT  
AMENDMENT NO. 1**

**Grant Agreement #:20-E2240-STB TAOS SKI VALLEY WATER BOOSTER STATION**

**CAPITAL APPROPRIATION PROJECT AGREEMENT, ARTICLE VIII:**

**ARTICLE VIII. REPORTS  
(CURRENT)**

**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.

**CAPITAL APPROPRIATION PROJECT AGREEMENT, ARTICLE VIII IS AMENDED AS  
FOLLOWS:**

**ARTICLE VIII. REPORTS  
(AMENDED)**

**A. Database Reporting**

The Grantee shall report quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

**20-E2240-STB**

**IN WITNESS WHEREOF**, the parties do hereby execute this Amendment.

**THIS AMENDMENT** has been approved by:

**GRANTEE**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**New Mexico Environment Department**

\_\_\_\_\_  
Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau

Signed pursuant to the March 24, 2023 Secretary of Environment Delegation Order

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

Authorized to Sign the Agreement	
Name	Tom Wittman
Title	Mayor Pro Tem
Signature	
Address	C/o #7 Firehouse Rd. PO Box 100 Taos Ski Valley, NM 87525
Email	topwit@aol.com
Phone	575-776-8220
Official Representatives authorized to sign Disbursement Requests and All Other Documents	
Name	John Avila
Title	Village Administrator
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	javila@vtsv.org
Phone	575-776-8220
Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact	
Name	Carroll Griesedieck
Title	Finance Officer
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	carroll@vtsv.org
Phone	575-776-8220
Designated Agent or Employee that will update DFA Database Quarterly	
Name	John Avila
Title	Village Administrator
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	javila@vtsv.org
Phone	575-776-8220
If required, Fiscal Agent approved to sign Disbursement Requests	
Name	
Title	
Signature	
Address	
Email	
Phone	

# VILLAGE OF TAOS SKI VALLEY

## Village Council

### Agenda Item

---

AGENDA ITEM TITLE: Approval of Resolution 2024-555 for agreement amendment and to assign designee to sign agreement with the Department for Project **21-F2393-STB, Design, Construct**

DATE: November 21, 2023

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 had applied and received Capital Outlay funding for design, construction of the Water Booster Station.

The funding agreement amendment requires Council authorization for the Mayor Pro-Tem to sign and also name the designated individual (Village Administrator) to sign the agreement documentation and update the Department of Finance and Administration (Budget & Formulation Management System).

**STAFF RECOMMENDATION:** Staff recommends approval of the Resolution 2024-555 assigning the Mayor Pro-Tem to sign the funding agreement amendment for the Water Booster Station Design, Construct, Equip and the Village Administrator to sign grant documents and report the Department of Finance and Administration (Budget & Formulation Management System).

**VILLAGE OF TAOS SKI VALLEY**  
**RESOLUTION NO. 2024-555**  
**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED**  
**OFFICER(S) AND AGENT(S) TO ENTER INTO AGREEMENT AMENDMENT FOR**  
**CAPITAL APPROPRIATIONS PROJECT 21-F2393-STB                      TAOS SKI VALLEY**  
**BOOSTER CONSTRUCT, 89200**

**WHEREAS**, the Village Council of Taos Ski Valley of Taos County of the State of New Mexico shall enter into a Capital Projects Grant Agreement identified above, with the State of New Mexico Department, and;

**WHEREAS**, the Agreement is identified as Project **21-F2393-STB**;

**WHEREAS**, the Capital Outlay Projects Bureau of the New Mexico Department of Finance and Administration coordinates the funding and administration of capital projects under the authority of the State Budget Division, Department of Finance and Administration; and

**WHEREAS**, the Capital Outlay Projects Bureau has amended its database reporting requirements; and

**WHEREAS**, Article VII allows the parties to alter the Agreement by written consent of both parties; and

**WHEREAS**, the Department and the Grantee want to amend the Agreement; and

**WHEREAS**, pursuant to NMSA 1978, Section 67-3.28, as amended, the Department has the authority to enter into this Amendment.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:** that Mayor, Mayor Pro – Tem, Tom Wittman, or successor is authorized to sign the Grant Agreement for this project, and Authorized John Avila, Village Administrator, or successor is the OFFICIAL REPRESENTATIVE or ALTERNATE OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements and to act as the project contact and the same, or successor is the Budget & Formulation Management System (BFMS) contact who is authorized to update the CPMS database: The Grantee shall report quarterly 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 (Budget & Formulation Management System: <https://nm.bfm.cloud/bfmnm/default.aspx>).

**ADOPTED THIS 21 DAY OF NOVEMBER 2023.**

\_\_\_\_\_  
Mayor Pro Tem Tom Wittman

ATTEST:

\_\_\_\_\_  
Ann Marie Wooldridge  
Village Clerk



**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT  
AMENDMENT NO. 1**

**Grant Agreement #:21-F2393-STB TAOS SKI VALLEY WATER BOOSTER CONSTRUCT**

**CAPITAL APPROPRIATION PROJECT AGREEMENT, ARTICLE VIII:**

**ARTICLE VIII. REPORTS  
(CURRENT)**

**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.

**CAPITAL APPROPRIATION PROJECT AGREEMENT, ARTICLE VIII IS AMENDED AS  
FOLLOWS:**

**ARTICLE VIII. REPORTS  
(AMENDED)**

**A. Database Reporting**

The Grantee shall report quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

**21-F2393-STB**

**IN WITNESS WHEREOF**, the parties do hereby execute this Amendment.

**THIS AMENDMENT** has been approved by:

**GRANTEE**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**New Mexico Environment Department**

\_\_\_\_\_  
Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau

Signed pursuant to the March 24, 2023 Secretary of Environment Delegation Order

Name of Grantee: Village of Taos Ski Valley Project Number: 21-F2393-STB

<b>Authorized to Sign the Agreement</b>	
Name	Tom Wittman
Title	Mayor Pro Tem
Signature	
Address	C/o #7 Firehouse Rd. PO Box 100 Taos Ski Valley, NM 87525
Email	topwit@aol.com
Phone	575-776-8220
<b>Official Representatives authorized to sign Disbursement Requests and All Other Documents</b>	
Name	John Avila
Title	Village Administrator
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	javila@vtsv.org
Phone	575-776-8220
<b>Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact</b>	
Name	Carroll Griesedieck
Title	Finance Officer
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	carroll@vtsv.org
Phone	575-776-8220
<b>Designated Agent or Employee that will update DFA Database Quarterly</b>	
Name	John Avila
Title	Village Administrator
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	javila@vtsv.org
Phone	575-776-8220
<b>If required, Fiscal Agent approved to sign Disbursement Requests</b>	
Name	
Title	
Signature	
Address	
Email	
Phone	

# VILLAGE OF TAOS SKI VALLEY

## Village Council

### Agenda Item

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AGENDA ITEM TITLE: Approval of Resolution 2024-558 for agreement amendment and to assign designee to sign agreement with the Department for Project **22-G2434-STB Construct Kachina Water Distribution Lines.**

DATE: November 21, 2023

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 had applied and received Capital Outlay funding for construction of Kachina Water Distribution Lines.

The funding agreement amendment requires Council authorization for the Mayor Pro-Tem to sign and name the designated individual (Village Administrator) to sign the agreement documentation and update the Department of Finance and Administration (Budget & Formulation Management System).

**STAFF RECOMMENDATION:** Staff recommends approval of the Resolution 2024-558 assigning the Mayor Pro-Tem to sign the funding agreement amendment for the Water Booster Station Design, Construct, Equip and the Village Administrator to sign grant documents and report the Department of Finance and Administration (Budget & Formulation Management System).

**VILLAGE OF TAOS SKI VALLEY**  
**RESOLUTION NO. 2024-558**  
**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED**  
**OFFICER(S) AND AGENT(S) TO ENTER INTO AGREEMENT AMENDMENT FOR**  
**CAPITAL APPROPRIATIONS PROJECT 22-G2434-STB**  
**TAOS SKI VALLEY KACHINA WATER DISTRIBUTION LINES CONSTRUCT, 89200**

**WHEREAS**, the Village Council of Taos Ski Valley of Taos County of the State of New Mexico shall enter into a Capital Projects Grant Agreement identified above, with the State of New Mexico Department, and;

**WHEREAS**, the Agreement is identified as Project **22-G2434-STB**;

**WHEREAS**, the Capital Outlay Projects Bureau of the New Mexico Department of Finance and Administration coordinates the funding and administration of capital projects under the authority of the State Budget Division, Department of Finance and Administration; and

**WHEREAS**, the Capital Outlay Projects Bureau has amended its database reporting requirements; and

**WHEREAS**, Article VII allows the parties to alter the Agreement by written consent of both parties; and

**WHEREAS**, the Department and the Grantee want to amend the Agreement; and

**WHEREAS**, pursuant to NMSA 1978, Section 67-3.28, as amended, the Department has the authority to enter into this Amendment.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:** that Mayor, Mayor Pro – Tem, Tom Wittman, or successor is authorized to sign the Grant Agreement for this project, and Authorized John Avila, Village Administrator, or successor is the OFFICIAL REPRESENTATIVE or ALTERNATE OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements and to act as the project contact and the same, or successor is the Budget & Formulation Management System (BFMS) contact who is authorized to update the CPMS database: The Grantee shall report quarterly 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 (Budget & Formulation Management System: <https://nm.bfm.cloud/bfmnm/default.aspx>).

**ADOPTED THIS 21 DAY OF NOVEMBER 2023.**

Mayor Pro Tem Tom Wittman

ATTEST:

Ann Marie Wooldridge  
Village Clerk

**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT  
AMENDMENT NO. 1**

**Grant Agreement #:22-G2434-STB TAOS SKI VALLEY KACHINA WATER DISTRIB LINES  
CONSTRUCT**

**CAPITAL APPROPRIATION PROJECT AGREEMENT, ARTICLE VIII:**

**ARTICLE VIII. REPORTS  
(CURRENT)**

**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.

**CAPITAL APPROPRIATION PROJECT AGREEMENT, ARTICLE VIII IS AMENDED AS  
FOLLOWS:**

**ARTICLE VIII. REPORTS  
(AMENDED)**

**A. Database Reporting**

The Grantee shall report quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

**22-G2434-STB**

**IN WITNESS WHEREOF**, the parties do hereby execute this Amendment.

**THIS AMENDMENT** has been approved by:

**GRANTEE**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**New Mexico Environment Department**

\_\_\_\_\_  
Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau

Signed pursuant to the March 24, 2023 Secretary of Environment Delegation Order



Name of Grantee: Village of Taos Ski Valley Project Number: 22-G2434-STB

Authorized to Sign the Agreement	
Name	Tom Wittman
Title	Mayor Pro Tem
Signature	
Address	C/o #7 Firehouse Rd. PO Box 100 Taos Ski Valley, NM 87525
Email	topwit@aol.com
Phone	575-776-8220
Official Representatives authorized to sign Disbursement Requests and All Other Documents	
Name	John Avila
Title	Village Administrator
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	javila@vtsv.org
Phone	575-776-8220
Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact	
Name	Carroll Griesedieck
Title	Finance Officer
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	carroll@vtsv.org
Phone	575-776-8220
Designated Agent or Employee that will update DFA Database Quarterly	
Name	John Avila
Title	Village Administrator
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	javila@vtsv.org
Phone	575-776-8220
If required, Fiscal Agent approved to sign Disbursement Requests	
Name	
Title	
Signature	
Address	
Email	
Phone	

# VILLAGE OF TAOS SKI VALLEY

## Village Council

### Agenda Item

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AGENDA ITEM TITLE: Approval of Resolution 2024-559 to assign designee to sign agreement with the Department for Project **SAP23-H4297-GFR Construct Water Booster Station.**

DATE: November 21, 2023

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 had applied and received Capital Outlay funding for construction of Kachina Water Booster Station.

The funding agreement requires Council authorization for the Mayor Pro-Tem to sign and name the designated individual (Village Administrator) to sign the agreement documentation and update the Department of Finance and Administration (Budget & Formulation Management System).

**STAFF RECOMMENDATION:** Staff recommends approval of the Resolution 2024-559 assigning the Mayor Pro-Tem to sign the funding agreement for the Water Booster Station Construct and the Village Administrator to sign grant documents and report the Department of Finance and Administration (Budget & Formulation Management System).

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2024-559  
A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED  
OFFICER(S) AND AGENT(S) TO ENTER INTO AGREEMENT FOR CAPITAL  
APPROPRIATIONS PROJECT SAP23-H4297-GFR  
TAOS SKI VALLEY KACHINA WATER BOOSTER CONSTRUCT**

**WHEREAS**, the Village Council of Taos Ski Valley of Taos County of the State of New Mexico shall enter into a Capital Projects Grant Agreement identified above, with the State of New Mexico Department, and;

**WHEREAS**, the Agreement is identified as Project **SAP23-H4297-GFR**;

**WHEREAS**, the Capital Outlay Projects Bureau of the New Mexico Department of Finance and Administration coordinates the funding and administration of capital projects under the authority of the State Budget Division, Department of Finance and Administration; and

**WHEREAS**, the Capital Outlay Projects Bureau has amended its database reporting requirements; and

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:** that Mayor, Mayor Pro – Tem, Tom Wittman, or successor is authorized to sign the Grant Agreement for this project, and Authorized John Avila, Village Administrator, or successor is the OFFICIAL REPRESENTATIVE or ALTERNATE OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements and to act as the project contact and the same, or successor is the Budget & Formulation Management System (BFMS) contact who is authorized to update the database: The Grantee shall report quarterly 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 (Budget & Formulation Management System: <https://nm.bfm.cloud/bfmnm/default.aspx>).

**ADOPTED THIS 21 DAY OF NOVEMBER 2023.**

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Mayor Pro Tem Tom Wittman

ATTEST:

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Ann Marie Wooldridge  
Village Clerk

**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
FUND CAPITAL APPROPRIATION PROJECT  
\*23\*21\*19 TAOS SKI VALLEY KACHINA WATER BOOSTER STATION CONSTRUCTION--  
CHANGE TO CONSTRUCT WATER BOOS  
SAP 23-H4297-GFR**

**THIS AGREEMENT** between the New Mexico Environment Department hereinafter called the “Department” or NMED, and Village of Taos Ski Valley, hereinafter called the “Grantee” becomes effective on the date signed by the NMED.

**RECITALS**

**WHEREAS**, in the Laws of 2023, Chapter 203, Section 299, Subsection , 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 23-H4297-GFR    \$315,000.00    APPROPRIATION REVERSION DATE: June 30, 2025

Laws of 2023, Chapter 203, Section 299, Subsection , Three Hundred Fifteen Thousand Dollars, (\$315,000.00), for:

The unexpended balance of the appropriation to the department of environment originally authorized in Subsection 128 of Section 26 of Chapter 277 of Laws 2019 and reauthorized in Laws 2021, Chapter 139, Section 87 to plan, design, construct and equip a water booster station to provide water to the Kachina water tank for Taos Ski Valley in Taos county shall not be expended for the original or reauthorized purpose but is changed to plan, design, construct and equip a water booster station to provide water to the Kachina water tank and to install corresponding distribution network infrastructure to serve Taos Ski Valley in Taos county. The time of expenditure is extended through fiscal year 2025.

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

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." The Special Conditions Attachment may set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If the Special Conditions Attachment imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of the Attachment shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

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

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

- (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 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.

For all matters related to this Agreement, the Grantee designates their official representative(s) or successor, in their Signatory Resolution, as required in Article X. B. (v). The official representative will be the contact and signatory for all disbursements and Notices of Obligation.

If applicable, the Grantee designates an Alternative Fiscal Agent in the Signatory Resolution as required in Article X. B. (v), and in the Alternative

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

**NMED Program Administrator**

Name: Paulette Ortiz

Email: [paulette.ortiz@env.nm.gov](mailto:paulette.ortiz@env.nm.gov)

Telephone: 505-670-3583

**NMED Project Manager**

Name: Andrea Telmo

Email: [andrea.telmo@env.nm.gov](mailto:andrea.telmo@env.nm.gov)

Telephone: 505-469-2687

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, 2025 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

#### **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) Twenty (20) days from date of Early Termination; or
- (iii) **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 Wage 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 subawards, 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 NMED 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 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. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

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.



Authorization Page

\*23\*21\*19 TAOS SKI VALLEY KACHINA WATER BOOSTER STATION CONSTRUCTION--  
CHANGE TO CONSTRUCT WATER BOOS SAP 23-H4297-GFR

**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 the March 24, 2023 Secretary of Environment Delegation Order

Name of Grantee: Village of Taos Ski Valley Project Number: SAP-H4297-GFR

Authorized to Sign the Agreement	
Name	Tom Wittman
Title	Mayor Pro Tem
Signature	
Address	C/o #7 Firehouse Rd. PO Box 100 Taos Ski Valley, NM 87525
Email	topwit@aol.com
Phone	575-776-8220
Official Representatives authorized to sign Disbursement Requests and All Other Documents	
Name	John Avila
Title	Village Administrator
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	javila@vtsv.org
Phone	575-776-8220
Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact	
Name	Carroll Griesedieck
Title	Finance Officer
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	carroll@vtsv.org
Phone	575-776-8220
Designated Agent or Employee that will update DFA Database Quarterly	
Name	John Avila
Title	Village Administrator
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	javila@vtsv.org
Phone	575-776-8220
If required, Fiscal Agent approved to sign Disbursement Requests	
Name	
Title	
Signature	
Address	
Email	
Phone	

# **VILLAGE OF TAOS SKI VALLEY**

## **Village Council**

### **Agenda Item**

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**AGENDA ITEM TITLE:** Approval of Resolution 2024-560 to assign designee to sign agreement with the Department for Project **SAP 23-H2504-GF Water Improvements.**

**DATE:** November 21, 2023

**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 had applied and received \$1,700,000 Capital Outlay funding for Water System Improvements.

The funding agreement requires Council authorization for the Mayor Pro-Tem to sign and name the designated individual (Village Administrator) to sign the agreement documentation and update the Department of Finance and Administration (Budget & Formulation Management System).

**STAFF RECOMMENDATION:** Staff recommends approval of the Resolution 2024-560 assigning the Mayor Pro-Tem to sign the funding agreement for the Taos Ski Valley Water Improvements and the Village Administrator to sign grant documents and report the Department of Finance and Administration (Budget & Formulation Management System).

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2024-560  
A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED  
OFFICER(S) AND AGENT(S) TO ENTER INTO AGREEMENT FOR CAPITAL  
APPROPRIATIONS PROJECT SAP 23-H2504-GF  
TAOS SKI VALLEY KACHINA WATER SYSTEM IMPROVEMENTS**

**WHEREAS**, the Village Council of Taos Ski Valley of Taos County of the State of New Mexico shall enter into a Capital Projects Grant Agreement identified above, with the State of New Mexico Department, and;

**WHEREAS**, the Agreement is identified as Project **SAP 23-H2504-GF \$1,700,000;**

**WHEREAS**, the Capital Outlay Projects Bureau of the New Mexico Department of Finance and Administration coordinates the funding and administration of capital projects under the authority of the State Budget Division, Department of Finance and Administration; and

**WHEREAS**, the Capital Outlay Projects Bureau has amended its database reporting requirements; and

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:** that Mayor, Mayor Pro – Tem, Tom Wittman, or successor is authorized to sign the Grant Agreement for this project, and Authorized John Avila, Village Administrator, or successor is the OFFICIAL REPRESENTATIVE or ALTERNATE OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements and to act as the project contact and the same, or successor is the Budget & Formulation Management System (BFMS) contact who is authorized to update the database: The Grantee shall report quarterly 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 (Budget & Formulation Management System: <https://nm.bfm.cloud/bfmnm/default.aspx>).

**ADOPTED THIS 21 DAY OF NOVEMBER 2023.**

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Mayor Pro Tem Tom Wittman

ATTEST:

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Ann Marie Wooldridge  
Village Clerk

**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
FUND CAPITAL APPROPRIATION PROJECT  
TAOS SKI VALLEY WATER SYS IMPROVE  
SAP 23-H2504-GF**

**THIS AGREEMENT** between the New Mexico Environment Department hereinafter called the “Department” or NMED, and Village of Taos Ski Valley, hereinafter called the “Grantee” becomes effective on the date signed by the NMED.

**RECITALS**

**WHEREAS**, in the Laws of 2023, Chapter 199, Section 19, Subsection 128, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

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

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

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

SAP 23-H2504-GF     \$1,700,000.00     APPROPRIATION REVERSION DATE: June 30, 2027

Laws of 2023, Chapter 199, Section 19, Subsection 128, One Million Seven Hundred Thousand Dollars, (\$1,700,000.00), for:

to plan, design and construct improvements to the Taos ski valley water system, including repair of water line leaks in the Kachina basin and system-wide, in Taos Ski Valley in Taos county;

The Grantee’s total reimbursements shall not exceed One Million Seven Hundred Thousand Dollars, \$1,700,000.00 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)<sup>1</sup>, if applicable, No Dollars, \$0.00, which equals One Million Seven Hundred Thousand Dollars, \$1,700,000.00 (the “Adjusted Appropriation Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For all matters related to this Agreement, the Grantee designates their official representative(s) or successor, in their Signatory Resolution, as required in Article X. B. (v). The official representative will be the contact and signatory for all disbursements and Notices of Obligation.

If applicable, the Grantee designates an Alternative Fiscal Agent in the Signatory Resolution as required in Article X. B. (v), and in the Alternative



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

**NMED Program Administrator**

Name: Paulette Ortiz

Email: [paulette.ortiz@env.nm.gov](mailto:paulette.ortiz@env.nm.gov)

Telephone: 505-670-3583

**NMED Project Manager**

Name: Andrea Telmo

Email: [andrea.telmo@env.nm.gov](mailto:andrea.telmo@env.nm.gov)

Telephone: 505-469-2687

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, 2027 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

### **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) Twenty (20) days from date of Early Termination; or
- (iii) **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 Wage 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 subawards, 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 NMED 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 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. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

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.



Authorization Page  
TAOS SKI VALLEY WATER SYS IMPROVE SAP 23-H2504-GF

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

**GRANTEE**

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

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

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

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

\_\_\_\_\_  
Date

**New Mexico Environment Department**

\_\_\_\_\_  
Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau  
Signed pursuant to the March 24, 2023 Secretary of Environment Delegation Order

Name of Grantee: Village of Taos Ski Valley Project Number: SAP23-H2504-GF

<b>Authorized to Sign the Agreement</b>	
Name	Tom Wittman
Title	Mayor Pro Tem
Signature	
Address	C/o #7 Firehouse Rd. PO Box 100 Taos Ski Valley, NM 87525
Email	topwit@aol.com
Phone	575-776-8220
<b>Official Representatives authorized to sign Disbursement Requests and All Other Documents</b>	
Name	John Avila
Title	Village Administrator
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	javila@vtsv.org
Phone	575-776-8220
<b>Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact</b>	
Name	Carroll Griesedieck
Title	Finance Officer
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	carroll@vtsv.org
Phone	575-776-8220
<b>Designated Agent or Employee that will update DFA Database Quarterly</b>	
Name	John Avila
Title	Village Administrator
Signature	
Address	PO Box 100 Taos Ski Valley, NM 87525
Email	javila@vtsv.org
Phone	575-776-8220
<b>If required, Fiscal Agent approved to sign Disbursement Requests</b>	
Name	
Title	
Signature	
Address	
Email	
Phone	

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

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AGENDA ITEM TITLE: Consideration to Approve the Agreement between the Village, North Central Regional Transportation District (NCRTD), the Town of Taos, and Taos County for Shuttle Service during Ski Season.

DATE: November 21, 2023

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 pursued a long-term agreement for the Winter Service with the NCRTD and Memorandum of Agreement was drafted for the Village, Town and County to participate with NCRTD programs and a multiyear agreement.

In order to provide service this winter, the NCRTD would like to have the agreement approved by the Council, so that they can start the recruitment process for seasonal drivers shortly after the agreement is approved.

**STAFF RECOMMENDATION:** Staff therefore recommends that the Village Council Approve the NCRTD Winter Service and the multiyear agreement with the NCRTD, the Town of Taos and Taos County.

MEMORANDUM OF AGREEMENT

BETWEEN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

VILLAGE OF TAOS SKI VALLEY, TOWN OF TAOS AND TAOS COUNTY FOR  
CONTINUATION OF CONTRACT TRANSIT SERVICES

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**This Memorandum of Agreement** (the “Agreement”) is entered into as of this \_\_\_\_\_ day of October, 2023, by and between the **North Central Regional Transit District** (“NCRTD”) (“District”), a Regional Transit District organized and existing under the Laws of the State of New Mexico and specifically the Regional Transit District Act, NMSA 1978, Sections 73-25-1 et seq., and the **Taos County** (“County”), a duly organized and incorporated county in the State of New Mexico, and the **Village of Taos Ski Valley** (“Village”), a duly incorporated municipality and the **Town of Taos** (“Town”) a duly incorporated municipality (each being a “Party” and collectively, the “Parties”) for the purpose of operating a bus route to the Village.

**RECITALS**

**WHEREAS**, the County, Town and Village are member entities of the District; and

**WHEREAS**, the District is authorized to provide transportation services within the boundaries of the district, NMSA 1978, Section 73-25-6 (A) (10); and

**WHEREAS**, the Parties wish to provide bus service between the Town and the Village both of which are within the County; and

**WHEREAS**, the NCRTD has historically provided additional public transit services to the Village on a contractual basis with the Village and the District contracting for the costs of service; and

**WHEREAS**, the District now wishes to provided additional public transit services to the Village on a contractual basis with the Village, the Town, the County and the District contracting for the costs of service; and

**WHEREAS**, The Parties now wish to enter into a four year agreement to allow for the continuation of the service subject to the availability and appropriation of funds by the Parties; and

**WHEREAS**, The District has expressed the willingness to pay, one half of the total cost of the additional services; and

**WHEREAS**, The non-District Parties have agreed to split evenly the remaining fifty percent of the total cost of the additional services.

**NOW, THEREFORE IT IS AGREED** between the Parties as follows:

**PART I: STATE AND LOCAL CONTRACT PROVISIONS.**

1. **Services Provided by the NCRTD.** Subject to the availability of funds and the District's ability to hire and retain sufficient staff, The District will:
  - A. Provide bus service consistent with the transit schedule of the District as indicated on Exhibit A attached hereto and posted on the District's website. The services provided under this Agreement shall conform to the standards for service, policies, and procedures of the District for general NCRTD transit services. The Parties acknowledge that the services may be altered, substituted, or reduced in the future if changes are warranted based upon ridership and the needs of the Parties. The Parties agree that any alteration, substitution, or reduction of any or all of the services will not be grounds for the termination or alteration of the Parties' obligations pursuant to this Agreement provided that the District continues to provide public transportation service to and from the Town and Ski Valley equivalent to the FY2023 service. Nothing herein shall be deemed to limit the ability of the Parties to the Agreement from agreeing, by mutual agreement among them, to additional or modified services during the term of this Agreement.
  - B. The District reserves the right to cancel services without penalty if, in the District's sole discretion, it determines that snow or other road conditions are such that the operation of District vehicles and the delivery of the service are not reasonably safe. Said cancellations may be made by the District without penalty, offset or reduction in the compensation due under this Agreement.
2. **Fares.** The District will not charge fares for the additional services.
3. **Term of Service.** The term of this Agreement shall be for four years beginning with the 2023-2024 ski season through the 2027-2028 ski season. The District shall provide District buses, personnel, and related services as necessary to provide the service for a term of four years. For the 2023-2024 ski season the District shall provide transit service from December 16, 2023, through March 24, 2024. The Parties may by mutual agreement adjust the service period from year to year based upon the ski season for future years.
4. **Compensation to the District.** The Non-District Parties agree to pay the total sum of **\$98,350.00** for the FY2024 services within thirty (30) days of receipt of an invoice from the District as full payment of the cost of service for FY24. In the event the service is continued or expanded the non-District Parties agree to pay in the same proportion as set for FY 2024. All payments shall be made payable to the North Central Regional Transit District, Attention Finance Department at 1327 N. Riverside Drive, Española, NM 87532.
5. **Village's Duties.** The Village agrees to work with Taos Ski Valley, Inc. to enforce any and all valid agreements regarding snow removal on the routes where the District is providing services. Said enforcement shall be at the Village's sole cost and expense. Failure to enforce any such agreements shall be grounds for the District, on a case-by-case basis, to cancel trips or services which it, in its sole discretion, determines to be unreasonably unsafe. The Village further agrees to enforce access to and use of drop off and pick up locations designated by the District against

any and all private parties that could possibly act so as to impair the delivery of the service including but not limited to Taos Ski Valley, Inc.

- 6. Appropriations and Authorizations.** This Agreement is contingent upon there being sufficient appropriations available and proper authorization from the Parties' respective governing bodies of the Parties. Each Party shall be the sole and final determiner of whether sufficient appropriations and authorization exist. This Agreement is contingent upon continuing appropriations being available for the continuation of service beyond State of New Mexico Fiscal Year 2024. Furthermore, it is the express understanding of the Parties that all services are contingent upon federal appropriations for the services and that the District shall not be liable for the costs or delivery of services that are not federally funded.
- 7. Termination.** This Agreement may be terminated upon 30 days prior written notice, by any Party, with or without cause. Termination shall be by written notice to the other Parties by U.S. mail or by e-mail so long as there is confirmation of receipt. Notice of termination by any Party shall be effective upon the date of receipt. However, no Party may nullify obligations to deliver services or to make payment for services prior to the date of termination. If notified of termination, the District shall cease performing services upon the effective date of termination, unless the other non-District parties agree to meet the obligations of the terminating Party so as to provide for continuation of service. If any Non-District Party terminates this contract prior to a payment date the Non-District Party shall remain liable for payment of a pro- rated portion of the contract amount. If the District terminates this contract it shall refund a prorated portion of the contract sum based upon days of service delivered compared to the pro- rated amount paid prior to the date of termination. In no event shall termination nullify obligations of any Party prior to the effective date of termination.
- 8. Severability.** In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
- 9. Scope of Agreement.** This Agreement incorporates all of the agreements and understandings between the Parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
- 10. Amendment(s) to this Agreement.** This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by all Parties. It is anticipated that the Parties will agree to specific service periods and payment amounts for those service periods from year to year over the course of the four-year term of this Agreement. Said service periods and payment amounts may be agreed to in writing by the executive officers of the Parties if their respective governing bodies appropriate the funds to continue or expand the services and payments under this Agreement.
- 11. Applicable Law and Venue; Federal Changes.** The Parties shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current

year's Master Agreement by FTA. When there is a conflict among federal, state, and local requirements, federal requirements prevail. Federal requirements may change, and any changes in federal requirements will apply. The Parties shall make as part of this Agreement the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**12. Illegal Acts.** Pursuant to NMSA 1978, § 13-1-191, it shall be unlawful for any Party to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

**13. New Mexico Tort Claims Act.:** As between the Parties, no Party shall be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify, in any way, the Parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

## **PART II: FEDERAL CLAUSES AND RESTRICTIONS**

The Parties acknowledge and agree that contracts such as this Agreement which are funded with, or implicate federal laws, grant requirements and restrictions are subject to state and federal requirements and compliance above and beyond the express terms set forth in this Agreement and that County has made independent inquiry and satisfied itself that it may perform the work required under this Agreement while, at all times, maintaining compliance with said restrictions. Express requirements and restrictions include but are not limited to:

- A. All requirements of the FTA funding program whether express or implied.
- B. Federal Funds received by the NCRTD shall be used solely for activities described in this Agreement.
- C. Federal Funds shall only be allocated for payment of eligible costs and as detailed in 2 CFR 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and Executive Order 12372.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement as of the date first written above.

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT:**

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**Dennis Tim Salazar, Chair**

\_\_\_\_\_  
**Date Signed**

**VILLAGE OF TAOS SKI VALLEY:**

\_\_\_\_\_  
**Tom Wittman, Mayor Pro Tem**

\_\_\_\_\_  
**Date Signed**

**Attest:** \_\_\_\_\_  
**Ann Marie Wooldridge, Village Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Village Attorney:**

**Date:** \_\_\_\_\_

**COUNTY OF TAOS:**

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

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

\_\_\_\_\_  
**Date Signed**

**TOWN OF TAOS:**

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

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



\_\_\_\_\_  
**Date Signed**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Peter Dwyer, District Counsel**

**Date:** \_\_\_\_\_

### 341 TSV Green

Monday - Sunday  
operates 100 days during the ski season, from the third Saturday in December to the fourth Sunday in March

#### NORTHBOUND (TO TAOS SKI VALLEY)

Paseo del Pueblo Sur & Chamisa Road SB	Paseo del Pueblo Sur & Roy Road	Paseo del Pueblo Sur & Bertha Street	Paseo del Pueblo Sur Camino de la Merced	Paseo del Pueblo Sur & Cruz Alta	Paseo del Pueblo Sur Cervantes St	Paseo del Pueblo Sur & Siler Road	Paseo del Pueblo Sur & Camino de la Placita Sagrado Monte	Paseo del Pueblo Norte - Kit Carson Park	Paseo del Pueblo Brooks Street	Paseo del Pueblo Dodge Ln	US-64 & Lake Road at El Puebloito Church	NM-150 & Lymon/Las Animas Road	NM-150 & Quail Ridge	NM-150 & US-64	Arroyo Seco Community Center	NM-150 & NM-230	Taos Ski Valley Lot Warming Hut
7:30	7:33	7:36	7:38	7:40	7:42	7:45	7:49	7:50	7:53	7:55	7:57	8:00	8:04	8:05	8:11	8:15	8:30
7:45	7:48	7:51	7:53	7:55	7:57	8:00	8:04	8:05	8:08	8:10	8:12	8:24	8:20	8:18	8:26	8:30	8:45
8:15	8:18	8:21	8:23	8:25	8:27	8:29	8:37	8:42	8:45	8:47	8:49	8:58	8:57	8:55	9:03	9:07	9:22
10:35	10:38	10:41	10:43	10:45	10:47	10:50	10:54	10:55	10:58	11:00	11:02	11:14	11:10	11:08	11:16	11:20	11:35
12:15	12:18	12:21	12:23	12:25	12:27	12:30	12:34	12:35	12:38	12:40	12:42	12:54	12:50	12:48	12:56	13:00	13:15
14:55	14:58	15:01	15:03	15:05	15:07	15:10	15:14	15:15	15:18	15:20	15:22	15:34	15:30	15:28	15:36	15:40	15:55
15:25	15:28	15:31	15:33	15:35	15:37	15:40	15:44	15:45	15:48	15:50	15:52	16:04	16:00	15:58	16:06	16:10	16:25
15:55	15:58	16:01	16:03	16:05	16:07	16:10	16:14	16:15	16:18	16:20	16:22	16:34	16:30	16:28	16:36	16:40	16:55

#### SOUTHBOUND (TO TOWN OF TAOS)

Taos Ski Valley Lot Warming Hut	NM-150 & NM-230	Arroyo Seco Community Center	NM-150 & Lymon/Las Animas Road	Quail Ridge	NM-150 & US-64	US-64 & Fresquez Road at El Puebloito	Paseo del Pueblo Norte & Brooks Street	Civic Plaza Drive & Camino de la Placita	Paseo del Pueblo Sur & Siler Road	Paseo del Pueblo Sur & Cruz Alta Rd	Paseo del Pueblo Camino de la Merced Street	Paseo del Pueblo Sur & Bertha Street	Paseo del Pueblo Sur & Chamisa Road NB	Paseo del Pueblo Sur & Roy Road	Paseo del Pueblo Sur & Bertha Street	Taos Ski Valley Lot Warming Hut
8:40	8:54	8:58	9:00	9:04	9:06	9:10	9:14	9:18	9:22	9:25	9:27	9:30	9:35	9:36	9:38	9:53
8:55	9:09	9:13	9:15	9:19	9:21	9:25	9:29	9:33	9:37	9:40	9:42	9:45	9:50	9:51	9:53	10:33
9:35	9:49	9:53	9:55	9:59	10:01	10:05	10:09	10:13	10:17	10:20	10:22	10:25	10:30	10:31	10:33	12:43
11:45	11:59	12:03	12:05	12:09	12:11	12:15	12:19	12:23	12:27	12:30	12:32	12:35	12:40	12:41	12:43	14:23
13:25	13:39	13:43	13:45	13:49	13:51	13:55	13:59	14:03	14:07	14:10	14:12	14:15	14:20	14:21	14:23	17:03
16:05	16:19	16:23	16:25	16:29	16:31	16:35	16:39	16:43	16:47	16:50	16:52	16:55	17:00	17:01	17:03	18:03
16:35	16:49	16:53	16:55	16:59	17:01	17:05	17:09	17:13	17:17	17:20	17:22	17:25	17:30	17:31	17:33	18:03
17:05	17:19	17:23	17:25	17:29	17:31	17:35	17:39	17:43	17:47	17:50	17:52	17:55	18:00	18:01	18:03	

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

**AGENDA ITEM TITLE:** Consideration to Approve and Authorize the Purchase of Capital Equipment a 2024 John Deere loader.

**DATE:** November 21,2023

**PRESENTED BY:** Gabe Vasquez, Public Work Director  
John Avila, Village Administrator

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:** The Public Works Department has researched the purchase of a new John Deere loader to replace our current 1997 621B case loader. The 1997 621B Case loader currently has 9,750 work hours. Being an old machine, it has lost some engine horsepower. Because this machine is 26 years old it is hard to find parts for repair, and some of the parts for this machine are no longer made. The Case loader is also under sized for our Larue snow blower and the box plow. There is only one other loader that can handle the size of the Larue snow blower and box plow, that is a 621 E Case Loader. The purchase of the John Deere loader would allow for the snow blower or box plow to both be utilized and would not tie up one machine for two attachments. The John Deere loader is valued at 429,126.00 through Sourcewell purchase cooperative brings the price down to 279,658.12 (38%) with a total discount of 149,467.88 Purchasing this new equipment will cut down on repairs and down time in winter.

The price of the new Loader, minus discounts, is \$279,658.12. See Exhibit "A" 4Rivers formal quotation attached.

**RECOMMENDATION:** Approval of the Purchase of the new Loader from Sourcewell Purchasing Cooperative, pending complete review and approval of the equipment and budgeting funding for the purchase.



## Formal Quote

Date 11/17/2023 Contract Used: **Sourcewell #011723-JDC**

Customer: VILLAGE OF TAOS SKI VALLEY  
Contact: GABE VASQUEZ  
Address: 7 FIREHOUSE ROAD  
City: VILLAGE OF TAOS SKI VALLEY  
State: NM Zip: 87525  
Phone: 575-776-8220  
Email: gvasquez@vtsv.org

Make: DEERE Model: 624P

JD List Price: \$429,126.00

Sourcewell Discount: 38.0% (\$163,067.88)

Factory Freight: \$6,500.00

TRANSPORT TO ABQ YARD

Extended Warranty: \$5,700.00

7 YEARS OR 5000 HOURS EXTENDED POWER TRAIN & HYDRAULIC WARRANTY

Vendor Attachments:

3.5 cu yd BUCKET w BOE / 96" x 72" COUPLER FORKS

Freight (If Applicable): \$1,400.00

TRANSPORT TO VILLAGE OF TAOS SKI VALLEY

PM Package (If Applicable):

**Total Sales Price: \$279,658.12**

Notes 2024 DEERE 624P LOADER

Quote Expires: 12/17/2023

Accepted By:

Quoted By:

**"Your Working Partner"**

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to Approve a Memorandum of Understanding between Taos Ski Valley, Inc. and the Village Fire/EMS/SAR Departments

**DATE:** November 21, 2023

**PRESENTED BY:** Chief Rogers

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not recommended. The Fire Dept. would like this in place before the upcoming winter season.

**BACKGROUND INFORMATION:** This Memorandum of Understanding is between Taos Ski Valley Inc. and the Village of Taos Ski Valley for a Mutual Aid agreement. Village Fire/EMS/SAR staff and TSVI employees frequently work together on joint rescue operations. There is a large overlap between TSV SAR and TSV Ski Patrol, amongst other employees. This MOU states that when available, the two entities will assist each other as staffing allows. There will be no remuneration exchanged between the entities. Rescuers will be either operating under TSVI insurance if within the Special Use Permit area or covered under VTSV FD if operating outside the permit area and the member is active in the department.

**RECOMMENDATION:** The Village Fire Department recommends approving the item.

**Memorandum of Understanding and Agreement Between  
the Village of Taos Ski Valley and Taos Ski Valley, Inc.  
Relating to Coordinating Emergency Medical and Search and  
Rescue Services in and near the Village of Taos Ski Valley**

This Memorandum of Understanding and Agreement (hereinafter, "MOU/A") is made and entered into by and between the Village of Taos Ski Valley, a New Mexico municipal corporation (hereinafter "VTSV" or the "Village") and Taos Ski Valley, Inc., a New Mexico corporation (hereinafter "TSVI") for the purposes of coordinating and enhancing mutual assistance in the provision of emergency medical and search and rescue services and other related services in the Village for the benefit of the public and the parties as hereinafter set forth. The Village and TSVI are hereinafter referred to collectively as the "Parties" or individually as "Party."

**Recitals**

**WHEREAS**, the Village through its Fire Department provides for emergency medical services ("EMS") and other related services to provide for local treatment, evacuation and transportation of persons injured in and near the Village, as well as for search and rescue ("SAR") services associated therewith, in accordance with the Emergency Medical Services Act (Chapter 24, Article 10B, NMSA 1978) and other applicable federal and state legislation; and,

**WHEREAS**, TSVI maintains and operates a ski patrol and other related facilities and equipment with trained first aid and medical care personnel to provide for the treatment, evacuation and transportation of persons injured or otherwise incapacitated on TSVI's ski slopes, ski operation facilities, and other areas maintained and operated by TSVI in the Village, Taos County, and in and around its ski area's Special Use Permit (SUP) land area from the USFS, as well as SAR services when necessary in these areas, all in accordance with Section 24-15-7, NMSA 1978; and

**WHEREAS**, the Parties each have trained personnel, equipment and medical supplies available for use in providing such EMS and SAR services within their overlapping jurisdictions; and,

**WHEREAS**, the Parties wish to provide for enhanced mutual assistance and coordination between the Parties on such EMS and SAR activities and emergency responses thereto, including but not limited to cooperative interagency assistance and response to large scale EMS incidents that may require resources beyond those normally available within each Party's jurisdiction; and,

**WHEREAS**, the Parties recognize the need for an operating plan to coordinate such interagency/interparty responses, to be revised and updated periodically as needed by the Parties and with other state, federal, and county agencies; and,

**WHEREAS**, TSVI has moved forward and built a new Firehouse and Mogul Medical facility to better serve the Parties, the public, and Village skiing community in this regard; and

**WHEREAS**, TSVI's new Firehouse and Mogul Medical facilities allow VTSV to establish and undertake more robust EMS services than can be carried out in the existing Village Firehouse

facilities by moving such Village operations from its current location in Amizette to a more centralized emergency response services facility in a single and more secure location that needs further coordination hereby this MOU/A; and,

**WHEREAS**, TSVI has also partnered with UNM Mountain Medicine to sponsor emergency wilderness evacuation by trained medical staff supported by skilled back country experts for the benefit of the public and the Village that needs coordination hereby this MOU/A; and

**WHEREAS**, TSVI has sponsored for the past six (6) years a forest thinning project to reduce fire loads and lessen the risk of a catastrophic forest fire and have focused on removal of down trees and debris from 2021 'blow-down' which provides better access surrounding wilderness locations, all as further enhanced emergency medical and search and rescue resources available to the Village and the public, which enhanced and future forest thinning services are also to be coordinated by the Parties by this MOU/A as set forth hereafter.

### **Agreement**

**NOW, THEREFORE**, the Parties hereto, in consideration of their mutual covenants and promises contained herein, agree as follows:

**1. Definitions:** As used in this MOU/A, the following terms shall have the meaning indicated, unless a different meaning is clearly required by the context:

- a. "Emergency Medical Services" or "EMS" means the rescue and medical procedures performed by qualified personnel in circumstances of unanticipated medical crisis, which services are intended to prevent loss of life or aggravation of physical or psychological illness or injury.
- b. "Search and Rescue" or "SAR" means search and rescue of the public in/on TSVI's SUP ski facility areas and on its lands in the Village and in adjacent back country areas to TSVI's SUP ski area facilities.
- c. "Incident" means any occurrence which requires a response and action by trained emergency services personnel.
- d. "Plan" means the EMS and SAR Plan developed and updated annually for the provision of coordinated EMS and SAR services.

**2. Cooperative Interagency Assistance:** Under the terms of this MOU/A, each Party agrees to supply personnel, equipment, and services to assist and aid the other Party or any other participating entity as deemed necessary during any incident, subject to the availability of resources. It shall be the responsibility of either Party providing assistance under this MOU/A to assure that the Party maintains capability to meet reasonably expected demand for emergency services in its respective jurisdictions. The Parties further agree to annually meet and prepare and update such coordinated emergency response Plan for Incidents and to publish and disseminate such Plan with/to the public and other federal, state and county agencies.

**3. Good Faith Effort:** Each Party to this MOU/A shall make a good faith effort to satisfy its obligations as set forth in this MOU/A.

**4. No Remuneration for Services:** Neither Party shall be entitled to any reimbursement or compensation for any costs incurred by such Party in furnishing interagency/interparty assistance as provided in this MOU/A or in any associated operating plans. This prohibition does not waive, limit or deny the right of certified ambulance or search and rescue services to charge patient care and transport fees as authorized by an approved tariff. This MOU/A does not preclude either Party from entering into separate agreements or understandings or other such Plans with other persons or entities for similar or related services, which agreements or understandings may provide for compensation. This MOU/A does not authorize or permit the expenditure of public funds or the use of public facilities, equipment or supplies for any private purpose not specifically authorized under Article IX, Section 14 of the Constitution of the State of New Mexico (the "Anti-Donation Clause").

**5. Limitation of Liability:** Neither Party by its participation in this MOU/A and in the activities provided for herein intends to create or creates any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any provision or provisions of this MOU/A or any services provided by either Party under this MOU/A. The Village by entering into this MOU/A does not waive or in any way limit its sovereign immunity, any defenses available to the Village, nor any limitations of liability pursuant to the New Mexico Tort Claims Act (Section 41-4-1 through 41-4-27, NMSA 1978) or any other provisions of law.

**6. Term:** The MOU/A shall become effective between the Parties upon its execution by their authorized representatives, and shall continue in effect until November 30, 2027 (four [4] years), at which time it shall automatically expire unless expressly renewed by written agreement of the Parties.

**7. Additional Participants:** Other agencies or entities may enter into MOU/As under similar terms as those set forth herein, but only with the agreement of all Parties already participating in this MOU/A.

**8. Termination:** Either Party may terminate its participation in this MOU/A and the provisions hereof by delivering written notice of termination to the other Party and any additional participants at least thirty (30) days prior to the intended date of termination.

**9. Amendment:** This MOU/A shall not be altered, changed or amended except by an agreement in writing executed by all Parties and other participants in the MOU/A.

**10. Entire Agreement:** This MOU/A constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior such agreements or understandings, whether written or oral.

**11. Governing Law:** This MOU/A shall be governed by and construed in accordance with the laws of the State of New Mexico.



**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding and Agreement as of the dates set forth below:

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
Tom Wittman  
Mayor Pro Tem

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ann Marie Wooldridge  
Village Clerk

Date: \_\_\_\_\_

Per Resolution of Council Dated:  
\_\_\_\_\_

**TAOS SKI VALLEY, INC.**

By: \_\_\_\_\_  
Peter J. Talty  
Title: Vice President

Date: \_\_\_\_\_