



**VILLAGE COUNCIL REGULAR MEETING DRAFT MINUTES
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, NOVEMBER 15, 2024 1:00 PM**

1. CALL TO ORDER AND NOTICE OF MEETING

The regular meeting of the Village Council was called to order by Mayor Chris Stanek at 1:00 p.m. Notice of the meeting was properly posted.

2. ROLL CALL

Marlene Salazar, Deputy Clerk, called the roll and a quorum was present.

Governing Body Present:

Mayor Stanek

Councilor Caldwell

Councilor Turner

Councilor Stagg

Councilor Wittman (Entered late)

3. APPROVAL OF THE AGENDA

Mayor Stanek requested to move item 11.A to 11.G

MOTION: To approve the agenda as written with addendum

MOTION: Councilor Stagg **SECOND:** Councilor Turner: **PASSED:** 3-0

4. APPROVAL OF THE MINUTES OF THE OCTOBER 4 2024 SPECIAL COUNCIL MEETING, the OCTOBER 18 2024 REGULAR VILLAGE COUNCIL MEETING, and the OCTOBER 21 2024 SPECIAL COUNCIL MEETING

MOTION: To approve the minutes of the October 4, 2024 Special Council Meeting, the October 18, 2024 Regular Village Council Meeting, and the October 21, 2024 Special Council Meeting.

MOTION: Councilor Turner **SECOND:** Councilor Stagg **PASSED:** 3-0

5. A. CITIZEN'S FORUM –for non-agenda items only. Limit to 5 minutes per person (please email awooldridge@vtsv.org to sign up) No one asked to speak in the Citizen's Forum

B. CITIZEN'S FORUM - Public comment on agenda items. Limit of 5 minutes per person. This is an opportunity for the public to comment on items appearing on the meeting agenda, except for Public Hearing items. Subsequent public comment by persons not directly affected will generally be permitted only at the discretion of the presiding officer during discussion of agenda items by and among the Council members and persons and entities who are directly affected.

1. Homeowner Ben Cook spoke about his support for the TSVI Gondola project and how installation of a gondola from the base area to Kachina would relieve some pressure on Twining Road.

6. COMMITTEE REPORTS

A. Planning & Zoning Commission

No P&Z meeting was held. The next scheduled meeting of the P&Z Commission is planned to take place on January 6, 2025 at 1:00 pm

B. Public Safety Committee

Committee Chair Caldwell reported on the recent meeting which entailed discussions of ongoing projects, such as getting some momentum going on efforts to institute recycling again in the Village, and also making headway on the electrical undergrounding.

C. Firewise Community Board

Board Chair Caldwell reported that the firewise thinning and burning efforts would continue over the winter as much as possible.

D. Parks & Recreation Committee

Board Chair Woodard reported that the Committee met in October and would meet again in November, one week earlier than scheduled because of the holidays. There will not be a meeting in December.

Discussions have begun on planning for summer 2025 projects. The Committee will be reviewing an application for a Trails Plus grant in conjunction with the Enchanted Circle Trails Association.

TSVI has offered the assistance of Hart Howerton for a planning effort to maximize parking at Hiker Parking.

E. Lodger's Tax Advisory Board

No meeting took place.

7. REGIONAL REPORTS

Village Administrator Rick Bellis reported that the Landfill Board intends to purchase a new grader.

The NCRTD intends to run the Green Line Blue Bus free of charge this winter.

8. MAYOR REPORT

Mayor Stanek thanked the efforts of the TSV Neighborhood Association in raising funds for the Village Staff Holiday party.

9. STAFF REPORT

Village Administrator Rick Bellis explained that the Staff reports were contained in the Council Packet and Staff were available to answer any questions. Mr. Bellis has advocated for use of a text-based messaging system for getting news out quickly for such things as road conditions or water outages. On the other side, Citizens can get in touch with Village Staff with concerns or questions.

A focus group has been formed to review utility billing processes, requests for credits, and items such as meters that are not working.

Councilor Caldwell inquired about the condition of roads, specifically an abundance of ice on many Village roads. Mr. Bellis will investigate and report back.

The Phoenix Switch back will re-open soon and the Kachina Vista Park Road will be closed.

The Village's Comprehensive Plan will be a project for updating in the near future.

10. OLD BUSINESS

11. NEW BUSINESS

(item 11.A moved to 11.H)

B. Consideration to Approve **Resolution No. 2025-589** requesting a Budget Adjustment (BAR) to the FY2025 Budget, increasing revenues and expenses in the EMS Fund to accommodate the FY25 Emergency Medical Services Fund Act award to Village of Taos Ski Valley

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

MOTION: To Approve Resolution No. 2025-589 requesting a Budget Adjustment (BAR) to the FY2025 Budget, increasing revenues and expenses in the EMS Fund to accommodate the FY25 Emergency Medical Services Fund Act award to Village of Taos Ski Valley

MOTION: Councilor Stagg **SECOND:** Councilor Turner **PASSED:** 3-0

C. Consideration to Approve Resolution No. 2025-590 requesting a permanent Budget Adjustment (BAR) to the FY25 LT Budget in order to accommodate the proposed Lodgers Tax Budget changes approved by the Village Council at the October 18, 2024 Council meeting

MOTION: To Approve Resolution No. 2025-590 requesting a permanent Budget Adjustment (BAR) to the FY25 Lodgers Tax Budget in order to accommodate the proposed Lodgers Tax Budget changes approved by the Village Council at the October 18, 2024 Council meeting

MOTION: Councilor Caldwell **SECOND:** Councilor Turner

VOTE: Councilor Turner voted to approve

OPPOSED: Councilor Caldwell voted against **ABSTAINED:** Councilor Stagg

MAYOR STANEK Clarified that his vote was required because of a tied vote. Mayor Stanek voted to approve. **MOTION PASSED:** 2-1

D. Consideration to Approve Resolution No. 2025-591 requesting approval of the Funding Agreement with the Town of Taos to aid the town with a 10% grant match in providing rural air services in the amount of \$300,000 to be paid in 2 equal installments in the amount of \$150,000 during FY25, and \$150,000 during FY26 contingent on availability of funds in FY26

MOTION: To Approve Resolution No. 2025-591 requesting approval of the funding agreement with the Town of Taos to aid the town with a 10% grant match in providing rural air services in the amount of \$300,000 to be paid in 2 equal installments in the amount of \$150,000 during FY25, and \$150,000 during FY26 contingent on availability of funds in FY26

MOTION: Councilor Stagg **SECOND:** Councilor Caldwell **PASSED:** 3-0

E. Council Acknowledgement of the FY2025 1st Quarter Financial data submitted to the Department of Finance, Local Government Division by October 31, 2024

MOTION: To Acknowledge and Approve the FY2025 1st Quarter Financial Data submitted to the Department of Finance, Local Government Division by October 31, 2024

MOTION: Councilor Turner **SECOND:** Councilor Stagg **PASSED:** 3-0

F. Consideration to Approve Resolution No. 2025-592 Requesting Removals and Additions of signers to the Centinel Bank Accounts

MOTION: To Approve Resolution No. 2025-592 Requesting Removals and Additions of signers to the Centinel Bank Accounts

MOTION: Councilor Turner **SECOND:** Councilor Stagg **PASSED:** 3-0

G. Consideration by Council to authorize the Mayor to send a Letter of Support for the Proposed TSVI Base-to-Base Gondola Project

MOTION: To authorize the Mayor to send a letter of support for the proposed TSVI Base-to-Base Gondola Project

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

MOTION: Councilor Caldwell **SECOND:** Councilor Turner **PASSED:** 3-0 (Councilor Wittman entered during this agenda item.)

ABSTAINED: Councilor Staggs

(item moved from earlier in the agenda)

A. Consideration to Approve **Resolution No. 2025-588** Authorizing the execution and delivery of Loan-Grant Agreement WPF-6322 with the New Mexico Finance Authority under which the Village will accept funding from the New Mexico Water Project Fund in the total amount of \$1,575,000, including a loan in the amount of \$157,500 to be utilized for water distribution system improvements as more fully described in the Resolution. The loan component will be secured by and repayable from the second one-quarter of one percent increment of the Village's Municipal Local Option Gross Receipts Taxes

MOTION: To Approve **Resolution No. 2025-588** Authorizing the execution and delivery of Loan-Grant Agreement WPF-6322 with the New Mexico Finance Authority under which the Village will accept funding from the New Mexico Water Project Fund in the total amount of \$1,575,000, including a loan in the amount of \$157,500 to be utilized for water distribution system improvements as more fully described in the Resolution. The loan component will be secured by and repayable from the second one-quarter of one percent increment of the Village's Municipal Local Option Gross Receipts Taxes

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

12. MISCELLANEOUS

13. CLOSED SESSION

A. Discussion of the Purchase or Acquisition of Real Property

This matter may be discussed in closed session under Open Meetings Act exemption 10-15-1(H) (8)

MOTION: To Discuss the Purchase or Acquisition of Real Property in Closed Session

MOTION: Councilor Wittman **SECOND:** Councilor Turner **PASSED:** 4-0 (Roll Call Vote)

MOTION: To Return to Open Session

MOTION: Councilor Wittman **SECOND:** Councilor Turner **PASSED:** 4-0 (Roll Call Vote)

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

The next meeting of the Village Council will be the regular meeting on Friday December 20, 2024, at 1:00 pm via zoom.

15. ADJOURNMENT

MOTION: To adjourn the meeting

MOTION: Councilor Wittman **SECOND:** Councilor Turner **PASSED:** 4-0

Attest: _____

Mayor Chris Stanek

Village Clerk, Ann Wooldridge

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

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Oath of Office for new Police Officer and Firefighter /EMTs

DATE: December 20, 2024

PRESENTED BY: Chief Virgil Vigil

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

The Oath of Office is necessary to give the officer and firefighters the authority to assume powers within the municipality. According to NM Statute, either a Judge or the Clerk are eligible to administer an Oath of Office.

RECOMMENDATION: The Oath will take place during the Regular Village Council meeting on December 20, 2024.

Being Sworn in are:

Police Officer Dustin Leneve

Fire Department:

Jarrold Clark

Scott Freeman

Chris Hansen



VILLAGE OF TAOS SKI VALLEY

OATH OF OFFICE

I, _____ having been appointed to the
(name)
office of _____ of the Village of Taos Ski Valley,
do solemnly swear to uphold the Constitution of the United States, the
Constitution and laws of the State of New Mexico, and the laws
of the Village of Taos Ski Valley, and will faithfully and impartially
discharge the duties of said office to the best of my ability.

(signature)

Administered this ____ day of _____ 20____.



VILLAGE ADMINISTRATOR'S REPORT

DECEMBER 2024

Mayor and Council,

Please find below the Village Manager's December Report on the activities of the office for the prior 30 days.

Reports for the significant activities of all other departments are attached behind this report.

The absence of a report by any one department indicates that there were no special projects, activities or events for that department during the reporting period, other than the normally assigned duties of that office, its personnel and programs.

The Village Administrator's Report is as follows:

TOWN COUNCIL:

- Held a series of one-on-one meetings with the Town Councilors to obtain input as to individual priorities, Village goals, unfinished projects, individual concerns and hot button community issues.
- Initiated a process of Weekend Updates to keep Council informed on problems, issues that come up, and actions taken or underway.
- Fielded Council inquiries.

UTILITIES:

- Consolidated Water/Sewer billing, reporting and customer service under one person and directed an audit of all customer accounts to pre-emptively identify software, billing and meter issues, which resulted in the repair of software glitches/incompatibility with vendors and prevented 8 erroneous water billings in the October revised billings, 2 in November and 1 for December, as well as 30 solid waste accounts.
- Established an in-house process for investigating customer water/sewer complaints, by evaluating billing, historical usage, checking meters and service lines, establishing a filed monitoring period and providing customers with a "findings" report and any corrective actions within 2 weeks.
- Established an on-call agreement with AnchorBuilt and Public Works policy for handling emergency waterline breaks to increase response time, reduce Public Works employee and business downtime on these unplanned projects, reduce



VILLAGE ADMINISTRATOR'S REPORT

DECEMBER 2024

repetitive leaks in older sections/service lines and increase system reliability. Identified existing contract that can be amended and source of funding through excess funding in AnchorBuilt Capital Outlay contract for booster pump station. An extension request has been submitted and will be sought from the state in the upcoming Legislative Session.

- Initiated letter to CEO of Kit Carson Electric Cooperative requesting a meeting to establish a 2025 calendar for the completion of placing all electrical cables underground. If no response, will (a.) contact our Board representative and, (b.) recommend inviting KCEC CEO, Engineer and Board to a public meeting held by the Village in mid-January.
- Participated in weekly progress meetings with Dennis Engineering, TSVI, Public Works for water, sewer projects, leakage analysis, etc.

SOLID WASTE/RECYCLING:

- At request of Public Safety Committee, conducted negotiations with Taos County Solid Waste, Waste Management, Inc., and TSVI with regards to collaboration on a potential Village recycling program (Cardboard, metal cans), securing full support for the Village to integrate into the existing systems at minimal expense to the Village and nominal additional work for Village staff.
- Identified equipment required and forwarded recommendations to the Public Safety Committee Chair for consideration by the Committee. In the process of obtaining quotes for required collection equipment, which will be dependent on equipment/process selected by the Village.
- Identified state funding and will be proposing a regional 2025 application for Taos County and all municipalities through the Taos Regional Landfill Board at the January meeting to increase the likelihood and ceiling for funding and presenting concept to the Enchanted Circle Council of Governments 12/19/24.
- Lobbying Town of Taos and Regional Landfill Board with regard to acceptance of VTSV sewage sludge for permanent disposal. Introduced request at December Board meeting and will present agenda item for approval at the January meeting.



VILLAGE ADMINISTRATOR'S REPORT

DECEMBER 2024

TIDD:

- Established a project review committee for TIDD submissions to the Village for dedication, processed the 9/23/23 TIDD/TSVI request for acceptance and payment, of the Ernie Blake and Thunderbird Roads Project, and posted project report on-line for public inspection and on the 12/20/24 Council Agenda for Council consideration.
- Working with TSVI on a mutually agreed to review process/diagrammed workflow/calendar for project review to prevent future backlogs, increase public understanding and transparency, and to eliminate miscommunication and backlogs.
- Requested to participate in TIDD meetings and to sit in on TIDD project meetings to represent Village/staff interests/input and ensure seamless consideration by the Village at all steps of project consideration, development and transfer.
- Researched and documented 2017 dedication of TIDD Plaza Space Project to respond to Taos News inquiry, citizen IPRA request and potential litigation regarding records.

GRANTS:

- Contacted and met with Northern Central New Mexico Economic Development District regarding ICIP and to obtain free grant services, to identify, secure, lobby for, VTSV 2025-26 ICIP, programmatic priorities and non-infrastructure priorities.
- Prepared and submitted both Legislative and Executive Capital Outlay Requests for 1/2025 Legislative Session.
- Preparing Capital Outlay presentation package for Governor's Office and legislators.
- Coordinated upcoming legislative session efforts by phone with Joe Thompson, alone and in conjunction with Village team.
- Identified and submitted pre-application and on-line registration required for DFA and MFA funding for an updated Village Comprehensive/Master Plan and potential Economic Development Plan, Affordable Housing Plan and Water Conservation and Master Plan.



VILLAGE ADMINISTRATOR'S REPORT

DECEMBER 2024

PERSONNEL:

- Conducted weekly Management Meetings with department heads.
- Designated an HR Officer and transferred all HR files and duties to that individual.
- Distributed mental health related EAP and health insurance funded free counselling information to all employees, will be holding a grief counselling session for all employees on 12/18/24, with potential follow-up individual and/or group counselling.
- Established a policy limiting and setting pre-approval, monitoring and reporting conditions for working from home, overtime, and being paid from multiple funding sources.

COMMITTEES:

Public Safety/Firewise Committee

- As indicated above in "Recycling", researching recycling feasibility for Committee.
- As indicated above in "Utilities", researching expediting joint Village/KCEC project for summer/fall 2025 to complete underground cable installation in conjunction with other utilities and road improvement schedule.
- Received a follow-up phone call to my letter to KCEC CEO, Luis Reyes. KCEC will be providing a list of those homes not yet agreed to bury their service lines. Once these homeowners are brought on board, KCEC is committed to burying all of their primary lines throughout the Village.
- KCEC has ordered battery storage for up to 6 hours of back-up service and we are discussing where to locate the storage facility and what zoning, permits, etc. are required. The project will be installed this summer, probably after July.
- We will be getting together to have a joint campaign to bring homeowners on-board with participating on the buried electrical line program.

Parks and Recreation Committee

- Met with Parks and Recreation Chair regarding various issues and upcoming priorities.



VILLAGE ADMINISTRATOR'S REPORT

DECEMBER 2024

- Reviewing draft of P&RC application for funding and Hiker Parking Improvements proposal for Wheeler Peak Trail parking lot.
- Preparing work program and accompanying budget for 2025 clean-up and improvements to Kachina Vista Park by Village staff to serve as a non-cash Village match for P&RC grant.
- Exploring with state whether Parks and Recreation Master Plan could be paid for with state planning funds as an element of the 2025-26 Comprehensive Plan update.

Planning and Zoning Committee

- Did not meet in November.

Lodgers Tax Advisory Board

- Attended the October meeting. Did not meet in November.

ICIP/Infrastructure Committee

- Did not meet in November. See "Grants" regarding capital outlay.

TIDD

- Did not meet in November. Next meeting is January 27, 2025.
- See TIDD section above.

Chamber of Commerce

- Was unable to attend the season opener due to being out-of-state at a long-standing commitment that preceded my employment.

Taos Regional Landfill

- Attended regular and special meetings of the Board to approve lease-purchase of a new grader, requested development and distribution of an RFP for services to manage and operate the landfill on behalf of the regional board, as the Town has been unable to retain certified staff, is paying its former Landfill Manager through an engineering company to use his license and had 72 violations, of which 32 remain unresolved.



VILLAGE ADMINISTRATOR'S REPORT
DECEMBER 2024

Respectfully submitted this 16th day of December,

Rick Bellis

Rick Bellis
Administrator

Finance Report for December 20, 2024 Meeting:

Revenues November 2024:

GRT: This month last year: \$171,645

Last Year YTD: \$528,461

This month this Year: \$74,152

This Year YTD: \$427,763

Lodgers Tax:

This month last year: \$20,581

YTD Last year: \$118,526

This Month this year: \$19,835

YTD This year YTD: \$113,095

REVENUES:

- We received **\$14,242** in hold harmless GRT revenue in November which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is down 19% from last year.
- Fiscal YTD Combined Water and Sewer revenues collected are down 2% from last year.
- Fiscal YTD Lodger's tax collections are down 5% from last year.
- Fiscal YTD Building/Zoning permits (includes planning fees) are up significantly from last year. This is mostly due to ST B Hotel permit & planning fee paid FY25.
- The Village received **\$2,080** in property tax collections in November 2024. FYTD Property Tax Collections are down 25% from last year.
- The TIDD received **\$94,765** in GRT in November 2024.

EXPENSES:

- July 24-Nov 24 vs same period LY are increased mostly due to due to:
- **Firehouse Rent**
- **Field Supplies** for FD \$20,000, reimbursed by grant.
- **Employee Training** FD purchase of Target Solutions learning program. & Secor Pipe Welding training for PW.
- **Advertising** for open positions.
- **Rent of Road Equipment** started sooner than last year.
- Increased **supplies** for WWTP Lab chemicals.
- **Postage** – increased WWTP shipments for testing
- **Utilities** – Generally higher electricity & Natural Gas and added Firehouse Expense.
- Increased **payroll costs** FY25 - increased OT in Law Enforcement, EMS, FD, Water, Wastewater esp. for PW-Water line and FD-Battle Mountain & RX burns.
- Added **Software**: Locality Media for Fire Dept. & Mission software for water.
- **Capital purchases/acquisitions** – RMYC Trail work, Materials & contract payments for Phoenix SB water line replacement, equipment for FD command vehicle, New Truck LE, Equipment for New Ambulance, Booster Station payments for infrastructure, WWTP payments for infrastructure.
- Increased **Insurance** premiums for FY25.

November / December

GRANTS

We are currently tracking 23 active Grants.

7 with DOT

5 with NMED

2 DFA Capital Outlay Grants

5 Fire Grants

1 EMS Grant

1 NFL grant

1 ARPA grant

1 WTB award pending

All grant reimbursement requests for expenses paid to date have been filed. Most have been received.

The exit interview with the auditor was held on Friday Dec 6. The audit was submitted later that day.

GRT rate Tracking 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.

GRT rates for VTSV will remain at 8.9375% for the period of January – June 2024.

GRT rates for VTSV will go from 8.9375% to 9.4375% for the period of July - Dec 2024.

This increase of 0.5% is due to the county rate increase for addition of the County Hospital Increment 0.5%. The Village Municipality does not receive any of the county grtx portion currently, and so the total % to VTSV is unaffected by this rate increase. The entire 0.5% grtx rate increase for this period will be entirely allotted to the county.

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.

The state portion going entirely to the state is 3.650%.

The county portion going entirely to the county is 2.125%, up from 1.625% the previous period.

GRT rates for VTSV will remain at 9.4375% for the period of January – June 2025.

Preliminary Statement of Revenue Expenses
July - November 24 vs July - November 23

FY through		11/30/2024	11/30/2023		
Account	Title	Balance	Balance	Change	% Change
41100	Franchise Tax	\$ 28,804.02	\$ 24,431.03	\$ 4,372.99	17.90%
41250	Gross Receipts Tax - Municipal	\$ 239,455.45	\$ 285,561.59	\$ (46,106.14)	-16.15%
41258	GRT - Municipal Tax HH	\$ 97,942.95	\$ 127,272.91	\$ (29,329.96)	-23.04%
41259	CMP - Compensating Tax	\$ 13,521.87	\$ 9,348.90	\$ 4,172.97	44.64%
41260	ITG - Interstate Telecom Gross	\$ 34.55	\$ 38.44	\$ (3.89)	-10.12%
41500	Property Tax - Current	\$ 12,703.13	\$ 16,995.73	\$ (4,292.60)	-25.26%
42401	GRT Shared - Municipal Equival	\$ 142,269.41	\$ 169,784.50	\$ (27,515.09)	-16.21%
43300	Building Permit	\$ 103,806.98	\$ 14,708.99	\$ 89,097.99	605.74%
43400	Business Licenses/Registration	\$ 5,375.00	\$ 4,310.00	\$ 1,065.00	24.71%
43500	Liquor Licenses	\$ -	\$ -	\$ -	
43800	Zoning Permits	\$ 69,677.14	\$ 15,407.16	\$ 54,269.98	352.24%
43900	Other Licenses and Permits	\$ 1,757.50	\$ 22.50	\$ 1,735.00	7711.11%
44270	Impact Fees	\$ 18,764.50	\$ 23,876.07	\$ (5,111.57)	-21.41%
44990	Other Charges for Services	\$ 44,469.27	\$ 41,306.03	\$ 3,163.24	7.66%
45050	Parking Fines	\$ 525.00	\$ 2,950.00	\$ (2,425.00)	-82.20%
46030	Interest Income	\$ 145,216.15	\$ 142,914.77	\$ 2,301.38	1.61%
46040	Investment Income	\$ 4,956.77	\$ 3,680.66	\$ 1,276.11	34.67%
46900	Miscellaneous - Other	\$ 145,870.01	\$ 76,734.98	\$ 69,135.03	90.10%
47090	State - EMS Grant (DOH)	\$ 7,000.00			
47120	State Law Enforcement Approp	\$ 37,500.00		\$ 37,500.00	#DIV/0!
47140	Small Cities Assistance (TRD)	\$ -	\$ -	\$ -	#DIV/0!
47100	State - Fire Marshall Allotmen	\$ 251,933.00	\$ 249,810.00	\$ 2,123.00	0.85%
47110	State - Law Enforcement Protec	\$ 101,000.00	\$ 101,000.00	\$ -	0.00%
41300	Lodgers' Tax	\$ 113,094.78	\$ 118,526.28	\$ (5,431.50)	-4.58%
42300	Gas Tax for General Purposes	\$ 2,138.97	\$ 2,205.63	\$ (66.66)	-3.02%
42601	Motor Vehicle Fees	\$ 9,834.46	\$ 9,340.58	\$ 493.88	5.29%
47499	Other State Grants	\$ 36,125.24	\$ -	\$ 36,125.24	#DIV/0!
47300	Legislative Appropriation	\$ 1,439,100.71	\$ -		
47399	Other State Distributions (res	\$ 44,314.80	\$ -	\$ 44,314.80	#DIV/0!
47700	Federal - LG Abatement	\$ -	\$ -	\$ -	#DIV/0!
42700	Cannabis Excise Tax	\$ -	\$ -	\$ -	#DIV/0!
46050	Joint Powers Agreement Income	\$ 50,189.96	\$ -		
46010	Contributions/Donations	\$ 555.00	\$ 58,884.00	\$ (58,329.00)	-99.06%
44220	Water Use Fees	\$ 118,472.68	\$ 85,709.23	\$ 32,763.45	38.23%
44230	Utility Service Fees	\$ 301,188.99	\$ 342,836.87	\$ (41,647.88)	-12.15%
Total Income		\$ 3,587,598.29	\$ 1,927,656.85	\$ 1,659,941.44	86.11%

Preliminary Statement of Revenue Expenses
July - November 24 vs July - November 23

Account	Title	Balance	Balance	Change	% Change
51010	Salaries - Elected Officials	\$ 14,443.77	\$ 10,194.36	\$ 4,249.41	41.68%
51020	Salaries - Full-Time Positions	\$ 567,705.47	\$ 554,470.18	\$ 13,235.29	2.39%
51040	Salaries - Part-Time Positions	\$ 7,807.56	\$ -	\$ 7,807.56	#DIV/0!
51060	Salaries - Overtime	\$ 39,360.30	\$ 16,057.26	\$ 23,303.04	145.12%
52010	FICA - Regular	\$ 36,436.80	\$ 35,495.57	\$ 941.23	2.65%
52011	FICA - Medicare	\$ 8,438.87	\$ 8,301.41	\$ 137.46	1.66%
52020	Retirement	\$ 57,959.22	\$ 54,927.50	\$ 3,031.72	5.52%
52030	Health and Medical Premiums	\$ 86,311.77	\$ 88,912.81	\$ (2,601.04)	-2.93%
52040	Life Insurance Premiums	\$ 585.01	\$ 441.70	\$ 143.31	32.45%
52050	Dental Insurance Premiums	\$ 5,669.77	\$ 5,930.11	\$ (260.34)	-4.39%
52060	Vision Insurance Medical Premi	\$ 967.51	\$ 1,013.87	\$ (46.36)	-4.57%
52080	Other Insurance Premiums	\$ 612.03	\$ 430.37	\$ 181.66	42.21%
52100	Workers' Compensation Premium	\$ 232.20	\$ 94.60	\$ 137.60	145.45%
52120	Workers' Compensation (Self In	\$ 9,121.00	\$ 6,629.00	\$ 2,492.00	37.59%
52999	Other Employee Benefits	\$ 801.34	\$ 500.00	\$ 301.34	60.27%
53010	Travel - Elected Officials	\$ 633.89	\$ 447.45	\$ 186.44	41.67%
53030	Travel - Employees	\$ 4,627.18	\$ 7,114.75	\$ (2,487.57)	-34.96%
54010	Maintenance & Repairs - Buildi	\$ 2,014.71	\$ 1,206.62	\$ 808.09	66.97%
54040	Maintenance & Repairs - Vehicl	\$ 17,717.84	\$ 6,557.39	\$ 11,160.45	170.20%
54050	Maintenance & Repair - Furnitu	\$ 17,487.43	\$ 36,632.86	\$ (19,145.43)	-52.26%
55010	Contract - Audit	\$ -	\$ -	\$ -	#DIV/0!
55020	Contract - Attorney Fees	\$ 8,159.48	\$ 18,364.10	\$ (10,204.62)	-55.57%
55030	Contract - Professional Servic	\$ 433,125.85	\$ 1,054,920.84	\$ (621,794.99)	-58.94%
55999	Contract - Other Services	\$ -	\$ 196.29	\$ (196.29)	-100.00%
56010	Software	\$ 38,726.09	\$ 22,096.29	\$ 16,629.80	75.26%
56020	Supplies - General Office	\$ 24,166.62	\$ 23,092.79	\$ 1,073.83	4.65%
56030	Supplies - Field Supplies	\$ 23,993.86	\$ 16,478.59	\$ 7,515.27	45.61%
56040	Supplies - Furniture/Fixtures/	\$ 18,462.46	\$ 27,464.52	\$ (9,002.06)	-32.78%
56050	Supplies - Janitorial/Maintena	\$ 61.91	\$ 917.16	\$ (855.25)	-93.25%
56070	Supplies - Medical	\$ 2,636.96	\$ -		
56090	Supplies - Safety	\$ 6,642.71	\$ 3,041.97	\$ 3,600.74	118.37%
56110	Supplies - Uniform/Linen	\$ 717.61	\$ -		
56120	Supplies - Vehicle Fuel	\$ 15,972.47	\$ 15,411.57	\$ 560.90	3.64%
56999	Supplies - Other	\$ 37,564.55	\$ 24,233.76	\$ 13,330.79	55.01%
57040	Election Costs	\$ -	\$ -	\$ -	
57050	Employee Training	\$ 14,950.90	\$ 7,816.11	\$ 7,134.79	91.28%
57060	Grants to Sub-recipients	\$ 257,755.93	\$ 401,000.02	\$ (143,244.09)	-35.72%
57070	Insurance - General Liability/	\$ 241,381.94	\$ 140,752.23	\$ 100,629.71	71.49%
57080	Postage	\$ 2,220.91	\$ 1,222.71	\$ 998.20	81.64%
57090	Printing/Publishing/Advertisin	\$ 7,858.74	\$ 2,384.19	\$ 5,474.55	229.62%
57130	Rent of Equipment/Machinery	\$ 92,775.01	\$ 86,200.00	\$ 6,575.01	7.63%
57140	Rent of Land/Building	\$ 7,054.50	\$ 1,049.50	\$ 6,005.00	572.18%
57150	Subscriptions & Dues	\$ 4,019.62	\$ 4,946.63	\$ (927.01)	-18.74%
57160	Telecommunications	\$ 11,573.87	\$ 10,946.51	\$ 627.36	5.73%
57170	Utilities - Electricity	\$ 31,127.06	\$ 21,362.71	\$ 9,764.35	45.71%
57171	Utilities - Natural Gas	\$ 2,973.33	\$ 3,019.03	\$ (45.70)	-1.51%
57172	Utilities - Propane/Butane	\$ -	\$ -	\$ -	#DIV/0!
57173	Utilities - Water	\$ 1,777.25	\$ -		

Preliminary Statement of Revenue Expenses

July - November 24 vs July - November 23

57999	Other Operating Costs	\$ 22,258.61	\$ 21,990.05	\$ 268.56	1.22%
58010	Buildings & Structures	\$ -	\$ -	\$ -	#DIV/0!
58020	Equipment & Machinery	\$ 37,359.32	\$ 10,417.60	\$ 26,941.72	258.62%
58040	Infrastructure	\$ 1,451,101.77	\$ 24,589.65	\$ 1,426,512.12	5801.27%
58080	Vehicles	\$ 116,562.42	\$ 52,921.00	\$ 63,641.42	120.26%
58090	Roadways/Bridges	\$ -	\$ 76,210.18	\$ (76,210.18)	-100.00%
58999	Other Capital Purchases	\$ 12,166.75	\$ 49,953.80	\$ (37,787.05)	-75.64%
59010	Debt Service - Principal Payme	\$ 161,340.62	\$ 158,977.81	\$ 2,362.81	1.49%
59020	Debt Service - Interest Paymen	\$ 72,319.76	\$ 93,447.93	\$ (21,128.17)	-22.61%
Total Expense		\$ 4,037,742.55	\$ 3,210,783.35	\$ 826,959.20	25.76%

61100	Transfers In	\$ (618,671.77)	\$ (1,163,496.21)	\$ 544,824.44	-46.83%
61200	Transfers Out	\$ 618,671.77	\$ 1,163,496.21	\$ (544,824.44)	-46.83%
		\$ -			

net income		\$ (450,144.26)	\$ (1,283,126.50)	\$ 832,982.24	-0.649181698
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NOVEMBER 2024

Fund #	Fund name	mo net rev
110	Gen ops	(52,519.16)
111	LE	0.00
112	Gen Res	898.28
113	KC UG	(47,775.72)
206	EMS	(124,512.85)
209	FP	196,848.91
210	FP res	0.00
211	LE P	41,031.25
212	LE Rctmt	1,426.81
214	LT	(148,540.98)
216	Streets	(150,944.49)
217	Parks	(6,204.11)
218	NFL Grant	(10,011.60)
260	ARPA	(12,609.00)
280	Cannibus	0.00
290	Fire Don	555.00
291	EMD Don	0.00
292	Parks DIF	(11,743.88)
293	Water DIF	595.13
294	WW DIF	(30,446.58)
296	Safety DIF	2,772.20
297	Roads DIF	11,484.04
403	USDA	44,350.39
501	Water Ent	(24,166.59)
502	SW Ent	6,464.18
503	WW Ent	(118,181.71)
516	Fire Ent	52,290.17
528	Rental Ent	17,049.70
534	O&M Res	0.00
535	Water Cap	(93,225.25)
536	WW Cap	0.87
537	CWSRF	4,970.73
TOTAL NET REV		(450,144.26)

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 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
FY 2019	\$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
FY 2020	\$73,181.77		\$83,775.61		\$89,409.53	\$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
FY 2021	\$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
FY 2022	\$68,717.19	\$41,194.60	\$84,767.28	\$114,462.17	\$87,852.52	\$130,134.55	\$101,812.08	\$288,224.10	\$264,254.52	\$288,432.00	\$387,016.42	\$60,037.50
YTD	\$68,717.19	\$109,911.79	\$194,679.07	\$309,141.24	\$396,993.76	\$527,128.31	\$628,940.39	\$917,164.49	\$1,181,419.01	\$1,469,851.01	\$1,856,867.43	\$1,916,904.93
FY 2023	\$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
FY 2024	\$77,579.64	\$40,289.61	\$98,554.84	\$140,391.56	\$171,645.23	\$176,712.83	\$77,799.85	\$311,401.34	\$335,799.64	\$268,969.17	\$328,037.21	\$90,293.01
YTD	\$77,579.64	\$117,869.25	\$216,424.09	\$356,815.65	\$528,460.88	\$705,173.71	\$782,973.56	\$1,094,374.90	\$1,430,174.54	\$1,699,143.71	\$2,027,180.92	\$2,117,473.93
FY 2025	\$70,564.27	\$47,044.25	\$129,587.46	\$106,414.29	\$74,152.37							
YTD	\$70,564.27	\$117,608.52	\$247,195.98	\$353,610.27	\$427,762.64	\$427,762.64	\$427,762.64	\$427,762.64	\$427,762.64	\$427,762.64	\$427,762.64	\$427,762.64

Current month GRT collections reflects money generated 2 months prior.

*Funds in this sheet are recorded as cash received

Lodger's Tax

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

LODGERS' TAX

CURRENT RATE = 5%

	July	August	September	October	November	December	January	February	March	April	May	June
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
FY 2019	\$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
FY 2020	\$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
FY 2021	\$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
FY 2022	\$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
FY 2023	\$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
FY 2024	\$15,690.29	\$29,101.64	\$25,637.57	\$27,515.65	\$20,581.13	\$18,825.49	\$101,428.16	\$123,107.15	\$142,151.41	\$146,838.89	\$11,996.85	\$8,402.25
YTD	\$15,690.29	\$44,791.93	\$70,429.50	\$97,945.15	\$118,526.28	\$137,351.77	\$238,779.93	\$361,887.08	\$504,038.49	\$650,877.38	\$662,874.23	\$671,276.48
FY 2025	\$18,348.58	\$28,047.57	\$25,091.73	\$21,772.28	\$19,834.62							
YTD	\$18,348.58	\$46,396.15	\$71,487.88	\$93,260.16	\$113,094.78	\$113,094.78	\$113,094.78	\$113,094.78	\$113,094.78	\$113,094.78	\$113,094.78	\$113,094.78

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

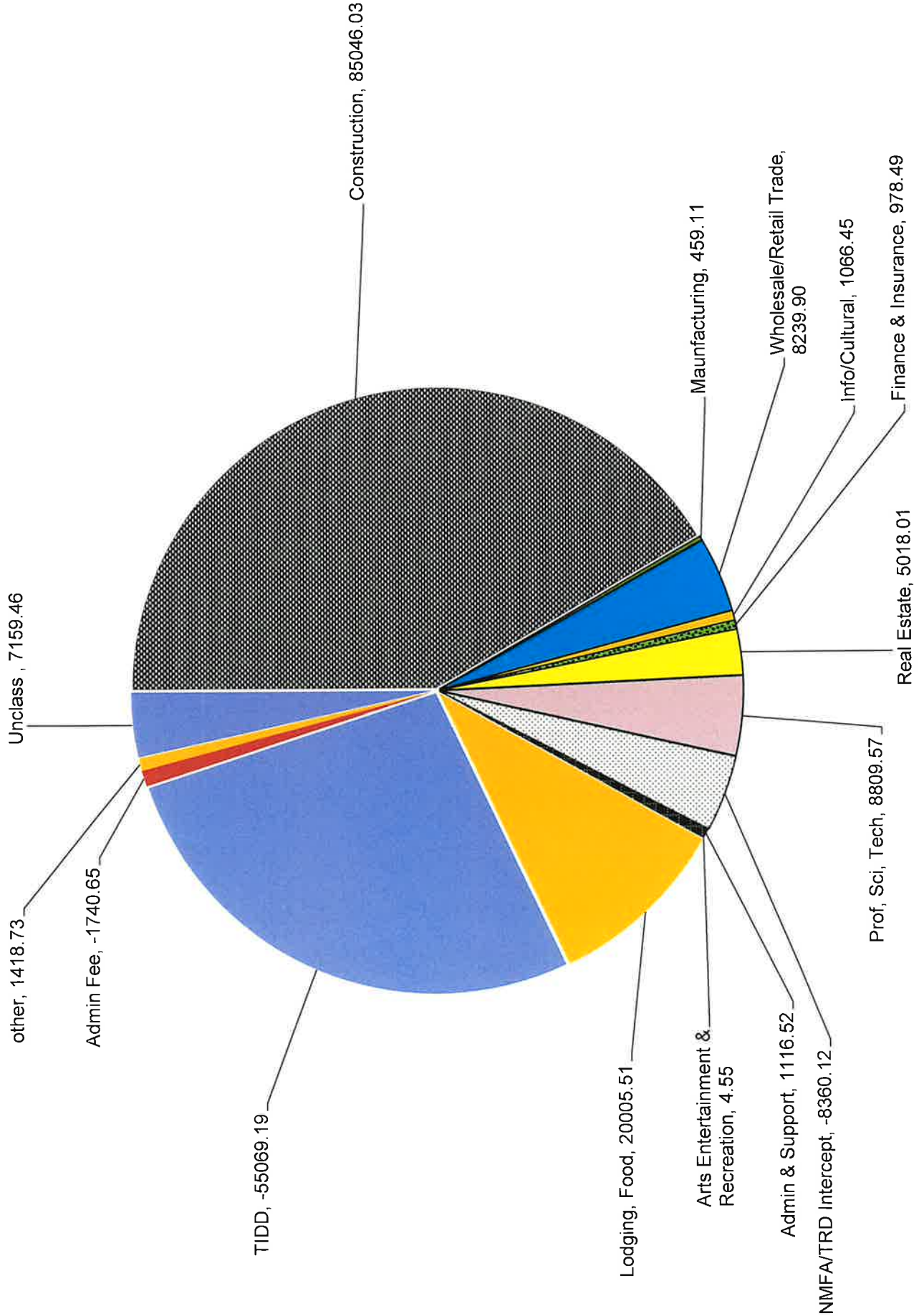
FY2023 & FYTD2024 TIDD GRT Distribution

Date	TIDD VTSV Increment	TIDD State Increment	TIDD Admin Fees	Pay Backs	Total TIDD	VTSV Offsets	Hold Harmless GRT	VTSV net cash
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
11/17/2023	260,634.78	192,760.38	(4,907.41)		448,487.75	8,360.12	45,495.58	171,645.23
12/15/2023	259,839.36	219,659.75	(4,518.36)		474,980.75	8,360.12	45,998.79	176,712.83
1/18/2024	38,423.14	28,902.54	(720.91)		66,604.77	8,360.12	12,929.55	77,799.85
2/15/2024	316,487.60	235,051.32	(5,953.75)		545,585.17	8,360.12	65,754.86	311,401.34
3/14/2024	364,230.59	269,595.46	(6,855.29)		626,970.76	8,360.12	73,173.12	335,799.64
4/18/2024	242,344.66	179,379.12	(4,561.24)		417,162.54	8,360.12	53,677.61	268,969.17
5/20/2024	235,207.46	174,103.92	(4,426.91)		404,884.47	8,360.12	59,010.14	328,037.21
6/18/2024	146,277.19	108,274.51	(2,753.13)		251,798.57	8,360.12	25,284.29	90,293.01
TOTAL FY24	2,264,845.63	1,707,521.08	(42,251.84)	-	3,930,114.87	100,321.44	463,101.27	2,117,473.93
7/18/2024	64,262.72	47,566.30	(1,209.51)		110,619.51	8,360.12	14,829.97	70,564.27
8/22/2024	72,423.92	53,606.76	(1,363.11)		124,667.57	8,360.12	13,204.43	47,044.25
9/18/2024	191,801.51	141,971.22	(3,609.95)		330,162.78	8,360.12	34,036.94	129,587.46
10/28/2024	94,325.03	69,819.16	(1,775.32)		162,368.87	8,360.12	21,629.97	106,414.29
11/22/2024	55,069.19	40,761.98	(1,036.47)		94,794.70	8,306.12	14,241.64	74,152.37

TOTAL FY25	477,882.37	353,725.42	(8,994.36)	-	822,613.43	41,746.60	97,942.95	427,762.64
TOTAL FY2016-FY2025	8,732,805.73	7,575,236.63	(146,512.33)	(180,961.17)	15,981,301.50	718,092.22	2,078,960.36	15,776,296.93

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			2,349,811.54	1,275,028.17	1,074,783.36

Village of Taos Ski Valley
Gross Receipts Distribution collected for September 2024
recieved in November 2024



12/02/24
20:43

TAOS SKI VALLEY DEPT OF PUBLIC SAFETY
Incidents Assigned as Responsible Officer

Page: 4313
1

<u>Nature of Incident</u>	<u>Total Incidents:</u>
<u>GALLEGOS C</u>	
Lockout	1
Total:	1
<u>HUTTER J</u>	
Accident-Injury	1
Accident-Priv	1
Disturbance	1
Fire-Wildland	2
Parking Viol	1
Traffic Stop	17
Traumatic Inj	1
Unsecure Premis	1
Welfare Check	2
Total:	27
<u>LENEVE D</u>	
Citizen Assist	1
Parking Viol	2
Trespassing	1
Total:	4
<u>SALAZAR R</u>	
Parking Viol	2
Traffic Stop	13
Total:	15
<u>VIGIL V</u>	
Accident-No Inj	1
Agency Assist	1
Alarm-Res	1
Parking Viol	2
Property-Found	1
Traffic Hazard	1
Total:	7

Report Includes:

All dates reported between `00:00:00 11/01/24` and `00:00:00 12/01/24`

All how received

12/02/24
20:43

TAOS SKI VALLEY DEPT OF PUBLIC SAFETY
Incidents Assigned as Responsible Officer

Page: 4313
2

All agencies matching `SV`
All nature of incidents
All location codes
All dispositions
All clearances
All offense as observed
All offense as reported

*** End of Report /tmp/rptwh3FzC-rplwtiar.r1_3 ***

Monthly Accomplishments for November 2024

Police Chief / Director/Virgil Vigil

Police

- We revised our work schedule to have more coverage for the upcoming ski season. We did initiate a ski season operation plan to include issuing parking citations, combat traffic violations and to have a more visible police presence for businesses that are open later during the ski season.
- I also spoke with Office Emergency Management (OEM) Supervisor, Bobby Lucero. He asked if I was able to speak to Taos Ski Valley Inc. about having their Annual Emergency conference at one of the Taos Ski Valley Inc. facilities in October 2025. This event will be for about 200 to 250 individuals and will be a 4-day conference. Arrangements with Taos Ski Valley Inc. and Mr. Lucero were made to discuss the details for hosting this event.
- I attended the Public Safety/Firewise meeting and updated them on the progress of the Fire/Police/ EMS developments, calls. I also attended Lepc, Dwi Council, Taos Crime Stoppers Meetings, and weekly Fire/EMS Training.
- Estimates for the two damaged Police Units (unit # 301 and 304) were made, and arraignment was made to have the police units repaired. The cost of these repairs will be paid by responsible parties and not the Village of Taos Ski Valley.
- Arrangements for the new Police Unit (Unit # 302) to be outfitted with lights, cage, sirens, radio etc. This work will be done professionally by WAC Outfitters located in Albq. NM.

EMS Department Chief Matt Rogers/EMS Fire Chief

Fire/EMS Dept-

Call Volume picked up as expected. Half dozen alarms since Thanksgiving. 2 SAR missions, 12/1 stranded hiker and 12/6 for a fractured ankle. Also assisted several assists to Ski Patrol for injured/sick guests in the base area.

We were not awarded the new equipment grant from State Fire Funds. There was concern about the apparatus fitting in the current bay configuration.

Plans have been drawn up by Living Design to expand one of the bays by 7' to 45' total which should easily fit a single axle ladder truck. We will also be adding a storage loft above a closet that stores

our bunker gear. The source of funds for this project will come from monies remaining from a Capital Outlay from the roundhouse this most recent session.

All equipment has been purchased for the new ambulance which I will go to pick up on 12/13 including a \$55k cardiac monitor, \$60k gurney and loading system and various soft good to stock the ambulance.

Delivery of the F350 light rescue truck should be any week now too. Along with the Rescue truck, we finalized plans for the rescue UTV and Trailer to be towed behind the truck. The delivery of the UTV and trailer is set for April/May 2025.

Matt

PUBLIC WORKS UPDATE

December 16th, 2024

- WATER

- Gabe attending weekly meetings on Phoenix switchback waterline project, which focus now on the master meters and the Booster Station
- File Construction has completed the Phoenix Switchback waterline project for the season. The remaining 80 feet will be complete this coming spring.
- The Contract Water Operator (Nthn NM Utilities) Collected regular monthly water routine samples for the month of November
- (Zenner Water Meter Project) Zenner and Quik Water are working together on the billing portion of the project. This project is on hold until next spring
- Public Works crews are currently fixing a water leak that occurred at the Snakedance
- Gabe to attend the Greater Valle de Taos Water & WW Alliance on Wednesday December 18, 2024. (Small water system collaboration meetings)
- Kachina Booster Station: Transformer was installed and hooked up waiting for ABI electrician to hook up the booster station. We should have start up sometime the first week in January

- Wastewater

- DMR Submitted on Dec 15, 2024 for the month of Nov 2024
- Prodigy is still showing up once a month also reviewing the DMR's before being submitted to EPA

- Roads

- Kachina Vista Park Rd is closed, and Phoenix Switchback Road is back open

- Staff

- Kevin Cisneros scheduled to test for water 2 certification on 12/10/24

- Solid Waste

- Sludge disposal is in process for approval at the Taos Regional Landfill, approval will be decided at the next Taos Regional Board Meeting. The next Landfill Board Meeting is Thursday December 19, 2024 at 9:00 am via zoom

Nov. 2024

Current Permit Requirements

[illegible][illegible]

FLOW NOTES:

FLOW: DAILY MAX (DMR)
FLOW: 30 DAY AV (DMR)
FLOW: 1 DAY AV (DMR)

Total Expenditure on Water Consumption Region

DMR Copy of Record

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [NEDS responding Help Desk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(i)(4)(ii). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit		Permittee:		TAOS SKI VALLEY, VILLAGE OF		Facility:		TAOS SKI VALLEY, VILLAGE OF							
Permit #:		NM0022101		7 FIREHOUSE RD.		Facility Location:		7 FIREHOUSE RD.							
Major:		Yes		38 OCEAN BLVD.				38 OCEAN BLVD.							
Permitted Feature:		001		TAOS SKI VALLEY, NM 87525				TAOS SKI VALLEY, NM 87525							
External Outfall															
Discharge:		001-A		TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO											
Report Dates & Status															
Monitoring Period:		From 11/01/24 to 11/30/24		DMR Due Date:		12/15/24		Status:							
Considerations for Form Completion								NetDMR Validated							
Principal Executive Officer															
First Name:		Gabriel		Title:		Public Works Director		Telephone:							
Last Name:		Vasquez						575-776-8220							
No Data Indicator (NODI)															
Form NODI:	Parameter Name	Monitoring Location	Season	Param. NODI	Sample	Qualifier	Value 1	Qualifier	Value 2	Qualifier	Value 3	Units	# of Ex.	Frequency of Analysis	Sample Type
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	-	Sample	0.39	0.4	26 - lbd	23.8 30DA AVG	0.4	2.0	19 - mg/L	2	0230 - Twice Per Month	24 - COMP24
					Permit Req. Value NODI	23.8 30DA AVG	0.4	26 - lbd	35.7 7 DA AVG	0.4	2.0	19 - mg/L	2	0230 - Twice Per Month	24 - COMP24
00310	BOD, 5-day, 20 deg. C	G - Raw Sewage Influent	0	-	Sample							105.0		0230 - Twice Per Month	24 - COMP24
					Permit Req. Value NODI							Req Mon 30DA AVG		0230 - Twice Per Month	24 - COMP24
00400	pH	1 - Effluent Gross	0	-	Sample							6.67		035Wk - Five Per Week	GR - GRAB
					Permit Req. Value NODI							6.6 MINIMUM		035Wk - Five Per Week	GR - GRAB
00530	Solids, total suspended	1 - Effluent Gross	0	-	Sample	0.15	0.16	26 - lbd	23.8 30DA AVG	0.16	0.8	19 - mg/L	2	0230 - Twice Per Month	24 - COMP24
					Permit Req. Value NODI	23.8 30DA AVG	0.16	26 - lbd	35.7 7 DA AVG	0.16	0.8	19 - mg/L	2	0230 - Twice Per Month	24 - COMP24
					Permit Req. Value NODI	23.8 30DA AVG	0.16	26 - lbd	35.7 7 DA AVG	0.16	0.8	19 - mg/L	2	0230 - Twice Per Month	24 - COMP24
00530	Solids, total suspended	G - Raw Sewage Influent	0	-	Sample							139.38		0230 - Twice Per Month	24 - COMP24
					Permit Req. Value NODI							Req Mon 30DA AVG		0230 - Twice Per Month	24 - COMP24
00600	Nitrogen, total (as N)	1 - Effluent Gross	0	-	Sample	0.46	0.55	26 - lbd	13.7 30DA AVG	0.55	2.43	19 - mg/L	2	0107 - Weekly	24 - COMP24
					Permit Req. Value NODI	13.7 30DA AVG	0.55	26 - lbd	20.5 7 DA AVG	0.55	2.43	19 - mg/L	2	0107 - Weekly	24 - COMP24
					Permit Req. Value NODI	13.7 30DA AVG	0.55	26 - lbd	20.5 7 DA AVG	0.55	2.43	19 - mg/L	2	0107 - Weekly	24 - COMP24
					Sample	0.07	0.08	26 - lbd		0.08	0.42	19 - mg/L		0230 - Twice Per Month	24 - COMP24
					Permit Req. Value NODI	0.07	0.08	26 - lbd		0.08	0.42	19 - mg/L		0230 - Twice Per Month	24 - COMP24

00510	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	--	Permit Req. Value NODI	<=	5.34 30DA AVG	<=	3.2 30DA AVG	<=	3.2 7 DA AVG	19 - mg/L	2	02/30 - Twice Per Month	24 - COMPL24
00665	Phosphorus, total [as P]	1 - Effluent Gross	0	--	Permit Req. Value NODI	<=	0.01	<=	0.07	<=	0.1	19 - mg/L	2	02/30 - Twice Per Month	24 - COMPL24
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	--	Permit Req. Value NODI	<=	0.8 30DA AVG	<=	0.5 30DA AVG	<=	0.75 7 DA AVG	19 - mg/L	2	02/30 - Twice Per Month	24 - COMPL24
50060	Chlorine, total residual	A - Disinfection, Process Complete	0	--	Permit Req. Value NODI	<=	0.31	<=	0.052	<=	0.03 - MGD	01/01 - Daily	18	01/01 - Daily	TOTALZ
51040	E. coli	1 - Effluent Gross	0	--	Permit Req. Value NODI	<=	0.01	<=	1.0	<=	1.0	28 - ug/L	2	05/WK - Five Per Week	GR - GRAB
74065	Coliform, fecal general	1 - Effluent Gross	0	--	Permit Req. Value NODI	<=	0.01	<=	1.0	<=	1.0	32 - CFU/100mL	2	02/30 - Twice Per Month	GR - GRAB
81010	BOD, 5-day, percent removal	1 - Effluent Gross	0	--	Permit Req. Value NODI	<=	0.01	<=	1.0	<=	1.0	32 - CFU/100mL	2	02/30 - Twice Per Month	GR - GRAB
81011	Solids, suspended percent removal	1 - Effluent Gross	0	--	Permit Req. Value NODI	<=	0.01	<=	1.0	<=	1.0	32 - CFU/100mL	2	02/30 - Twice Per Month	GR - GRAB

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

Edit Check Errors
No errors

Comments

Attachments
No attachments

Report Last Saved By
TAOS SKI VALLEY, VILLAGE OF

User: VTSV-PUBLICWORKS
Name: Marlene Salazar
E-Mail: publicworks@vtsv.org
Date/Time: 2024-12-17 10:26 (Time Zone: -06:00)

Report Last Signed By
VTSV-PUBLICWORKS
Name: Marlene Salazar
E-Mail: publicworks@vtsv.org
Date/Time: 2024-12-17 10:27 (Time Zone: -06:00)

Council report from November 9 – December 9 2024

Inspections performed residential: 5

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family / commercial: 5

Permits issued since last council report:

0_ new residential building.

0_ residential repair/remodel

0_ residential demolition

0_ new commercial buildings permitted.

0_ commercial or multifamily repair/remodel permitted.

0_ demolition commercial permitted.

0_ Projects currently in application or submission review.

1_ Commercial project currently pending submission.

2_ Residential projects currently pending submission.

Narrative of other activities:

1. Assisting new owners through the planning stages for their zoning approvals absent P&Z Director.
2. Issued Certificate of Compatibility for 2 Chipmunk.
3. Continuing administrative support for NFL Grant.
4. NCRTD, known as the Blue Bus will commence service on their TSV Green Route to the Ski Valley commencing Dec. 20. One of three routes they operate fare free to New Mexico Ski Resorts, Santa Fe and Red River are the others. Specific schedule times are not yet available for TSV Green, find your connection after Dec 20 at [New Mexico Ski Bus Service | North Central Regional Transit District](#)

VILLAGE OF TAOS SKI VALLEY

Village Council

Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2025-593** requesting a Budget Adjustment (BAR) to the FY2025 Budget, increasing revenues and expenses in the Fire Enterprise Fund Budget to reflect the actual and projected increases in revenues and expenses.

DATE: December 20, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended.

BACKGROUND INFORMATION: Our fire chief requested the setup of an enterprise fund for the Fire Dept. last FY. This fund tracks revenues and expenses related to firefighting on National Forest land. Actual activity in this fund is now becoming more known, and an adjustment to the original budget is needed based on these 9 months of actual activity. A budget adjustment is requested to add this revenue, and related expenses, to the Fire Enterprise Fund FY25 budget.

FUND	ACCOUNT	AMOUNT	TYPE
516000 Fire Enterprise	46050 Joint Power Agreements Income	\$80,000	Revenue
516000 Fire Enterprise	47499 Other State Grants	\$45,000	Revenue
Total added Revenues		\$125,000	
516000 Fire Enterprise	51040 Salaries – Part Time Positions	\$34,000	Expenses
516000 Fire Enterprise	51060 Salaries - Overtime	\$8,000	Expenses
516000 Fire Enterprise	52010 FICA - Regular	\$2,700	Expenses
516000 Fire Enterprise	52011 FICA – Medicare	\$615	Expenses
516000 Fire Enterprise	52020 Retirement	\$2,300	Expenses
516000 Fire Enterprise	52030 Health and Medical Premiums	\$180	Expenses
516000 Fire Enterprise	52040 Life Insurance Premiums	\$20	Expenses
516000 Fire Enterprise	52050 Dental Insurance Premiums	\$50	Expenses
516000 Fire Enterprise	52060 Vision Insurance Premiums	\$20	Expenses
516000 Fire Enterprise	52080 Other Insurance Premiums	\$115	Expenses
516000 Fire Enterprise	53030 Employee Travel	\$5,000	Expenses
516000 Fire Enterprise	55030 Contract-Professional Service	\$25,000	Expenses
516000 Fire Enterprise	56030 Field Supplies	\$22,000	Expenses
516000 Fire Enterprise	56090 Supplies - Safety	\$10,000	Expenses
516000 Fire Enterprise	56120 Vehicle Fuel	\$5,000	Expenses
516000 Fire Enterprise	57050 Employee Training	\$10,000	Expenses
Total added Expenses		\$125,000	

RECOMMENDATION: Staff recommends approval of **Resolution No. 2025-593** requesting a Budget Adjustment (BAR) to the FY2025 Budget, increasing revenues and expenses in the Fire Enterprise Fund to reflect actual and projected increases in revenues and expenses in the fund.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2025-593**

**A RESOLUTION REQUESTING A BUDGET ADJUSTMENT TO THE
FY2025 BUDGET (BAR) TO INCREASE REVENUES AND EXPENSES IN THE FIRE
ENTERPRISE FUND TO REFLECT THE ACTUAL AND PROJECTED INCREASES IN
REVENUES AND EXPENSES.**

WHEREAS, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on December 20, 2024 proposes to make an adjustment to the Fiscal Year 2024-2025 budget as follows:

FUND	ACCOUNT	AMOUNT	TYPE
516000 Fire Enterprise	46050 Joint Power Agreements Income	\$80,000	Revenue
516000 Fire Enterprise	47499 Other State Grants	\$45,000	Revenue
Total added Revenues		\$125,000	
516000 Fire Enterprise	51040 Salaries – Part Time Positions	\$34,000	Expenses
516000 Fire Enterprise	51060 Salaries - Overtime	\$8,000	Expenses
516000 Fire Enterprise	52010 FICA - Regular	\$2,700	Expenses
516000 Fire Enterprise	52011 FICA – Medicare	\$615	Expenses
516000 Fire Enterprise	52020 Retirement	\$2,300	Expenses
516000 Fire Enterprise	52030 Health and Medical Premiums	\$180	Expenses
516000 Fire Enterprise	52040 Life Insurance Premiums	\$20	Expenses
516000 Fire Enterprise	52050 Dental Insurance Premiums	\$50	Expenses
516000 Fire Enterprise	52060 Vision Insurance Premiums	\$20	Expenses
516000 Fire Enterprise	52080 Other Insurance Premiums	\$115	Expenses
516000 Fire Enterprise	53030 Employee Travel	\$5,000	Expenses
516000 Fire Enterprise	55030 Contract-Professional Service	\$25,000	Expenses
516000 Fire Enterprise	56030 Field Supplies	\$22,000	Expenses
516000 Fire Enterprise	56090 Supplies - Safety	\$10,000	Expenses
516000 Fire Enterprise	56120 Vehicle Fuel	\$5,000	Expenses
516000 Fire Enterprise	57050 Employee Training	\$10,000	Expenses
Total added Expenses		\$125,000	

WHEREAS, at the regular meeting of the Village of Taos Ski Valley Governing body on December 20, 2024, it considered adjustments to its budget for the Fiscal Year 2024-2025; 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 2024-2025.

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 2024-2025 be amended accordingly.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024

THE VILLAGE OF TAOS SKI VALLEY

By: _____
Christopher Stanek, Mayor

(Seal)

ATTEST:

Ann M. Wooldridge, Village Clerk

VOTE: For _____ Against _____

**DEDICATION TO VILLAGE OF PUBLIC INFRASTRUCTURE AND IMPROVEMENTS TO
ERNIE BLAKE AND THUNDERBIRD ROADS AND THEIR RESPECTIVE CROSSINGS**

12/20/24

VILLAGE OF TAOS SKI VALLEY

REGULAR COUNCIL MEETING

DECEMBER 20, 2024 1 PM

ON-LINE MEETING



**DEDICATION TO VILLAGE OF PUBLIC INFRASTRUCTURE AND IMPROVEMENTS TO
ERNIE BLAKE AND THUNDERBIRD ROADS AND THEIR RESPECTIVE CROSSINGS**

12/20/24

STAFF REPORT

Dedication of Public Infrastructure: Ernie Blake and Thunderbird Roads

The Village Council will be considering the acceptance of a project completed by the TIDD and TSV, Inc. at its Friday, December 20 Regular Council Meeting at 1pm.

If accepted, the project will become public property owned and maintained by the Village and accessible to everyone.

The project involves the completed reconstruction of Ernie Blake and Thunderbird Roads and the associated utilities improvements and bridge crossings.

The Village formed a Project Review Committee to review the project to provide an analysis of the as-built project and documents, as well as to provide a recommendation to the Mayor and Council.

This report/recommendation is now being posted for public review.

All other related documents provided to the Village by the developer are available here on the Village website.

If you have questions or would like to submit comments to the Village, please send your questions or comments in writing prior to 5:00 pm 12/19/24 to:

Rick Bellis

Village Administrator

Email: rbellis@vtsv.org

7 Firehouse Rd,

Village of Taos Ski Valley

Phone: (575) 776-4791



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ERNIE BLAKE AND THUNDERBIRD RDS.

BACKGROUND:

On Sept. 13th, 2003, the Village of Taos Ski Valley received documents from Taos Ski Valley, Inc. for the third TIDD project completed at the Village, titled:

“Dedication to Village of public Infrastructure and improvements to Ernie Blake and Thunderbird Roads, and their respective River Crossings”.

The following documents were received and are attached to this report:

Bill of Sale

Exhibit A: Schedule of Costs – Ernie Blake & Thunderbird Road

Exhibit B: Engineer Plans/As-Builts: Ernie Blake Road Crossing

Exhibit C: Engineer Plans/As-Builts: Ernie Blake and Thunderbird Roads

Exhibit D: Engineer Plans/As-Builts: Ernie Blake Road water & Sewer

Exhibit E: Engineer’s narrative & utility certification

While communication between the parties was conducted, the village’s processing of the request was delayed and did not proceed to conclusion, exacerbated by the departure of the Village’s Administrator and Planning Director, who were working on the project.

In late November 2024, the Village and TSVI revived discussions on the project and agreed to a timetable for its review and delivery to the Village’s Mayor and Council for consideration.

REVIEW PROCESS:

The Village formed a project review committee comprised of the Village Administrator, Rick Bellis, the Village Public Works Director, Gabe Vasquez, and the Village’s Project manager, Robert Woolridge.

The documents were circulated to the committee members for review, based on their individual experience with the project and individual areas of expertise.



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ERNIE BLAKE AND THUNDERBIRD RDS.

The project review committee then met to discuss the project any concerns or direct knowledge of the project that they had.

All members of the committee have performed one or more on-site visits to the project to inspect the improvements that are included in the proposal. Mr. Vasquez has, as part of his duties with the Village, performed periodic progress inspections of the work, in particular the utilities installations, as the project was being constructed.

The Committee then held a zoom conference call with TSVI to review the project, the documents submitted, and to answer each other's questions.

Legal review is being performed by the respective attorneys for the entities, though the document types and formatting included in the submission follows those developed between the parties and used for the two earlier projects.

This report is being compiled for submission to the Mayor and Council, with recommendations for action, and will be posted on the Village website for public inspection no later than Monday, December 16th with direction to the public that all questions should be submitted in writing to the Village Administrator prior to the Village Council Meeting on Friday December 20th, so that the Village and TSVI can have answers for the public both prior to and at the Council Meeting.

As the TIDD Master Agreement and all other relevant documents empowering the public improvement projects developed by the District do not provide for financial or project selection oversight by the Village, nor in the selection of contractors and materials other than those code standards required by the state and Village in its capacity as having planning and building jurisdiction, the review committee has restricted its review to whether the standards of construction and code compliance, as well as proper sizing and integration of utilities and roads into the master planning of the Village are complied with and such setbacks, widths, design and materials standards as required by the codes or plans are met.

FINDINGS:

The committee, in reviewing the as-built drawings, as certified by a NM licensed engineer, and in performing the progress and as-built visual inspections of the project, and examining the submitted documents, finds as follows:



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ERNIE BLAKE AND THUNDERBIRD RDS.

1. The project meets all applicable design, materials and building codes.
2. The project is consistent with all zoning, land-use, floodplain, drainage, fire, emergency evacuation, building code, road construction and utility requirements/standards of the Village.
3. The project is built to be compatible with and to integrate into the water, sewer and road infrastructure of the Village and its collective and individual utility, transportation and land-use master plans.
4. The project is constructed in a manner that should not create undo maintenance or materials failures that would otherwise prove a maintenance and/or financial burden to the Village.
5. The as-built project is consistent with the intended design and purpose that was intended and stated at the outset.
6. While not under the purview of this committee, the developer has provided sufficient documentation of costs and associated work, as identified by each contracted entity, as to provide a reasonable basis of cost for the project and, additionally, has submitted all individual invoices for evaluation by an independent financial reviewer in order to confirm an appropriate accounting, and is willing to make such examination and invoices available for inspection.
7. The project was placed in service prior to the Village accepting ownership and liability and has proven itself to be without defects and of value to the public good and safety.

RECOMMENDATION(S):

The Review Committee, based on its inspection of the project, its review of all submitted materials, and the representations of the licensed engineer responsible for the project and their certified and stamped as-built drawings and specifications, finds the improvements of the project to be of positive economic, public health and safety, and public infrastructure value to the public good and viability of the community as a whole, and that they are without construction or design fault that would lead to undo cost or liability to the Village.



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ERNIE BLAKE AND THUNDERBIRD RDS.

Therefore, the Review Committee recommends that the Mayor and Council of the Village of Taos Ski Valley vote in the affirmative to accept to dedication of the project from Taos Ski Valley, Inc. and the TIDD, as presented.

Presented this 11th day of December, 2024 by;

Rick Bellis, Village Administrator

Gabriel Vasquez, Public Works Director

Robert Woodridge, Project Manager

**DEDICATION TO VILLAGE OF PUBLIC INFRASTRUCTURE AND IMPROVEMENTS TO
ERNIE BLAKE AND THUNDERBIRD ROADS AND THEIR RESPECTIVE CROSSINGS**

12/20/24

DEVELOPER COVER LETTER



September 13, 2023

Village of Taos Ski Valley
7 Firehouse Road
Taos Ski Valley, NM 87525
Attn: John Avila

Re: Dedication to Village of public infrastructure and improvements to Ernie Blake and Thunderbird Roads, and their respective river crossings

Dear Mr. Avila,

The purpose of this letter is to introduce our third dedication of public infrastructure from Taos Ski Valley, Inc (TSVI) to the Village of Taos Ski Valley (VTSV). This dedication of infrastructure to the VTSV is consistent with the terms and intent of our Amended & Restated Master Development Agreement. The costs incurred by TSVI to complete and deliver this infrastructure are \$3,824,464.37 for Ernie Blake Road and \$1,790,338.76 for Thunderbird Road. These costs will be eligible for TIDD financing upon the VTSV's acceptance of the dedication.

Accompanying this letter is the Dedication Package consisting of the following:

- Bill of Sale
- Exhibit A: Schedule of Costs – Ernie Blake Road & Thunderbird Road
- Exhibit B: Engineer Plans/As-Builts: Ernie Blake Road Crossing
- Exhibit C: Engineer Plans/As-Builts: Ernie Blake and Thunderbird Roads
- Exhibit D: Engineer Plans/As-Builts: Ernie Blake Road Water & Sewer
- Exhibit E: Engineer's narrative & utility certification

Thank you in advance for reviewing our dedication package. I welcome the opportunity to discuss any questions with you and your team.

Sincerely,

Chaz Rockey
Chief Financial Officer

**DEDICATION TO VILLAGE OF PUBLIC INFRASTRUCTURE AND IMPROVEMENTS TO
ERNIE BLAKE AND THUNDERBIRD ROADS AND THEIR RESPECTIVE CROSSINGS**

12/20/24

BILL OF SALE

DEDICATION, BILL OF SALE AND AGREEMENT

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

WITNESSETH:

TSVI for full, good and valuable consideration, in the sum of \$1.00 (one dollar), the receipt and adequacy of which is hereby acknowledged, and for the following mutual covenants of the parties, does hereby dedicate to the Village the improvements to **Ernie Blake Road and Thunderbird Road, and their respective river crossings**, as more particularly described in **Exhibits A - E** attached hereto (the "Improvements"):

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

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

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

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

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

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

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

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

TAOS SKI VALLEY, INC.

VILLAGE OF TAOS SKI VALLEY

By _____
Authorized Officer

Date: _____, 2024

By _____
Mayor

Date: _____, 2024

**DEDICATION TO VILLAGE OF PUBLIC INFRASTRUCTURE AND IMPROVEMENTS TO
ERNIE BLAKE AND THUNDERBIRD ROADS AND THEIR RESPECTIVE CROSSINGS**

12/20/24

EXHIBIT A

SCHEDULE OF COSTS

ERNIE BLAKE AND THUNDERBIRD ROADS

Taos Ski Valley, Inc.
TIDD Dedication
Thunderbird Road Schedule of Costs

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
7/6/2018	American Electric	0116-435887	1	\$21,529.60	\$21,529.60	
7/6/2018	American Electric	0116-435918	2	\$2,406.82	\$2,406.82	
7/6/2018	American Electric	0116-435886	3	\$645.47	\$645.47	
8/1/2018	American Electric	0116-437472	4	\$40.74	\$40.74	
8/10/2018	American Electric	0116-48426	5	\$445.98	\$445.98	
3/31/2018	BPM	03312018 Agency Agreement	6	\$305,000.00	\$15,000.00	
3/31/2019	BPM	09302018 Agency Agreement	7	\$585,000.00	\$25,000.00	
9/30/2019	BPM	03312019 Agency Agreement	8	\$585,000.00	\$25,000.00	
9/30/2019	BPM	09302019 Agency Agreement	9	\$585,000.00	\$25,000.00	
3/31/2020	BPM	03312020 Agency Agreement	10	\$535,000.00	\$25,000.00	
9/30/2020	BPM	09302020 Agency Agreement	11	\$515,000.00	\$25,000.00	
7/22/2020	Bradbury Stamm	72220	12	\$21,554.86	\$10,777.43	50/50 split between Ernie Blake Road and Thunderbird Road
9/3/2020	Bradbury Stamm	90320	13-14	\$29,637.93	\$14,818.97	50/50 split between Ernie Blake Road and Thunderbird Road
10/2/2020	Bradbury Stamm	100220	15-16	\$14,844.40	\$7,422.20	50/50 split between Ernie Blake Road and Thunderbird Road
11/2/2020	Bradbury Stamm	110220	17-18	\$11,470.67	\$5,735.34	50/50 split between Ernie Blake Road and Thunderbird Road
12/10/2020	Bradbury Stamm	121020	19-20	\$12,820.16	\$12,820.16	
5/5/2023	Canepa & Vidal PA	50523	21	\$55,330.24	\$55,330.24	Legal fees incurred throughout the project
10/12/2021	Darwin Electrical	496	22	\$3,447.28	\$1,723.64	50/50 split between Ernie Blake Road and Thunderbird Road
3/31/2019	Gateway Management	62	23-24	\$10,381.12	\$2,485.93	
11/9/2021	Gecko Landscaping	1939	25	\$56,377.82	\$28,188.91	
9/21/2018	Geo Test	88544	26	\$2,479.98	\$2,479.98	
10/23/2018	Geo Test	88856	27	\$524.40	\$524.40	
6/23/2020	Geo Test	92760	28	\$1,123.41	\$561.71	50/50 split between Ernie Blake Road and Thunderbird Road
7/21/2020	Geo Test	92882	29	\$561.71	\$280.86	50/50 split between Ernie Blake Road and Thunderbird Road
9/21/2020	Geo Test	93300	30	\$4,163.55	\$2,081.77	50/50 split between Ernie Blake Road and Thunderbird Road
10/22/2020	Geo Test	93504	31-32	\$4,625.94	\$2,312.97	50/50 split between Ernie Blake Road and Thunderbird Road
11/23/2020	Geo Test	93729	33-34	\$6,072.50	\$3,036.25	50/50 split between Ernie Blake Road and Thunderbird Road
6/22/2021	Geo Test	94986	35	\$1,374.99	\$687.50	50/50 split between Ernie Blake Road and Thunderbird Road
7/21/2021	Geo Test	95179	36	\$1,300.12	\$650.06	50/50 split between Ernie Blake Road and Thunderbird Road
12/7/2017	Glorieta Geoscience	8766	37	\$234.34	\$234.34	
1/9/2018	Glorieta Geoscience	8842	38	\$223.83	\$223.83	
2/2/2018	Glorieta Geoscience	8951	39-42	\$7,775.32	\$7,775.32	
3/8/2018	Glorieta Geoscience	9000	43-45	\$7,001.70	\$7,001.70	
4/5/2018	Glorieta Geoscience	9082	46	\$573.84	\$573.84	
5/9/2018	Glorieta Geoscience	9210	47-48	\$731.57	\$731.57	
7/11/2018	Glorieta Geoscience	9362	49-50	\$55.59	\$55.59	
2/3/2017	Glorieta Geoscience	8000	51-53	\$3,474.61	\$3,474.61	
3/2/2017	Glorieta Geoscience	8052	54-56	\$2,467.35	\$2,467.35	
5/10/2018	Glorieta Geoscience	8242	57-58	\$538.00	\$538.00	
4/7/2017	Glorieta Geoscience	8126	59	\$348.21	\$348.21	

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
6/1/2017	Glorieta Geoscience	8326	60-61	\$1,755.99	\$1,755.99	Compliance/ Erosion & Sediment Control for Thunderbird Road
7/8/2020	Glorieta Geoscience	11108	62-63	\$1,647.72	\$1,647.72	
8/5/2020	Glorieta Geoscience	11161	64-65	\$1,095.47	\$1,095.47	
6/4/2020	Glorieta Geoscience	11305	66-67	\$641.44	\$641.44	
9/2/2020	Glorieta Geoscience	11243	68	\$242.27	\$242.27	
11/5/2020	Glorieta Geoscience	11384	69	\$995.88	\$995.88	
10/7/2020	Glorieta Geoscience	11299	70	\$679.88	\$679.88	
12/4/2020	Glorieta Geoscience	11510	71	\$689.46	\$689.46	
1/7/2021	Glorieta Geoscience	11550	72	\$134.06	\$134.06	
8/5/2021	Glorieta Geoscience	12165	73-74	\$861.82	\$861.82	
9/2/2021	Glorieta Geoscience	12257	75-76	\$181.94	\$181.94	Design charette & background presentation for TBR Crossing Charette & background preparation for Thunderbird Road TBR charette background, preparation and consolidated packet Partial invoice allocation to Blake Residences 50/50 split between Ernie Blake Road and Thunderbird Road 50/50 split between Ernie Blake Road and Thunderbird Road 50/50 split between Ernie Blake Road and Thunderbird Road 50/50 split between TBR and internal project
11/4/2021	Glorieta Geoscience	12406	77-79	\$542.09	\$542.09	
1/7/2022	Glorieta Geoscience	12580	80-81	\$1,614.20	\$1,614.20	
7/6/2022	Glorieta Geoscience	13147	82-83	\$134.06	\$134.06	
11/2/2022	Glorieta Geoscience	13483	84-85	\$381.23	\$381.23	
12/8/2022	Glorieta Geoscience	13574	86-87	\$147.57	\$147.57	
9/10/2017	Hart Howerton	17252	88-89	\$21,802.93	\$2,212.50	
10/10/2017	Hart Howerton	17340	90	\$27,567.91	\$24,815.41	
11/10/2017	Hart Howerton	17407	91-92	\$28,829.26	\$17,588.01	
12/10/2017	Hart Howerton	17477	93-94	\$57,933.75	\$35,550.00	
8/10/2020	Hart Howerton	19816	95	\$4,900.00	\$2,450.00	50/50 split between Ernie Blake Road and Thunderbird Road 50/50 split between Ernie Blake Road and Thunderbird Road 50/50 split between Ernie Blake Road and Thunderbird Road 50/50 split between TBR and internal project
9/10/2020	Hart Howerton	19879	96	\$5,390.00	\$5,390.00	
10/10/2020	Hart Howerton	19948	97	\$4,307.02	\$4,307.02	
11/10/2020	Hart Howerton	20030	98	\$6,125.00	\$3,062.50	
12/10/2020	Hart Howerton	20092	99	\$3,307.50	\$3,307.50	
1/10/2021	Hart Howerton	20126	100	\$1,225.00	\$1,225.00	
7/15/2017	K and M Auto	17032	101	\$65.46	\$32.73	
11/19/2021	Kevin Kroneberger	1491	102	\$1,450.00	\$1,450.00	
9/10/2021	Kevin Kroneberger	1475	103	\$1,450.00	\$1,450.00	
2/1/2016	Protégé Excavation		104	\$63,582.19	\$30,432.50	
3/4/2018	Queen of the River	10070	105	\$8,246.63	\$1,311.00	\$28,000 Thunderbird road demo and asphalt + GRT Review TBR plans, prepare information for 404 permit Aquatic consulting; professional & design 50/50 split between Thunderbird Road and Ernie Blake Road 50/50 split between Thunderbird Road and Ernie Blake Road 50/50 split between Thunderbird Road and Ernie Blake Road 25% EBR/ 25% TBR/ 50% Taos Ski Valley projects
5/2/2018	Queen of the River	50218	106-107	\$19,322.71	\$700.00	
2/22/2017	Queen of the River	10010	108	\$10,276.40	\$10,276.40	
10/31/2017	Red Tail Surveying	4024	109	\$6,458.04	\$6,458.04	
2/28/2018	Red Tail Surveying	4142	110	\$912.24	\$912.24	
6/21/2018	Red Tail Surveying	4258	111	\$1,304.17	\$1,304.17	
3/30/2018	Red Tail Surveying	4180	112	\$573.56	\$573.56	
8/31/2018	Red Tail Surveying	4359	113	\$1,921.43	\$960.72	
7/31/2018	Red Tail Surveying	4322	114	\$1,910.51	\$955.25	
9/28/2018	Red Tail Surveying	4402	115	\$789.33	\$394.66	
9/28/2018	Red Tail Surveying	4400	116	\$745.63	\$745.63	25% EBR/ 25% TBR/ 50% Taos Ski Valley projects
8/31/2018	Red Tail Surveying	4352	117	\$972.33	\$243.09	
2/28/2017	Red Tail Surveying	3737	118	\$2,094.95	\$2,094.95	

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
2/28/2017	Red Tail Surveying	3735	119	\$1,237.68	\$1,237.68	50/50 split between Ernie Blake Road and Thunderbird Road
9/30/2019	Red Tail Surveying	4768	120	\$931.36	\$931.36	
11/27/2019	Red Tail Surveying	4821	121-122	\$8,335.78	\$8,335.78	
10/18/2019	Red Tail Surveying	4772	123-124	\$4,492.91	\$4,492.91	
5/29/2020	Red Tail Surveying	4984	125	\$2,269.67	\$1,134.84	
7/9/2020	Red Tail Surveying	5012	126	\$2,414.46	\$1,207.23	
8/14/2020	Red Tail Surveying	5037	127	\$2,168.23	\$1,084.12	
8/31/2020	Red Tail Surveying	5106	128	\$3,502.00	\$1,751.00	
10/16/2020	Red Tail Surveying	5148	129-130	\$6,723.57	\$3,361.79	
11/4/2020	Red Tail Surveying	5206	131-132	\$8,834.34	\$4,417.17	
8/10/2021	Red Tail Surveying	5445	133	\$1,279.05	\$1,279.05	
12/15/2021	Red Tail Surveying	5831	134	\$852.24	\$852.24	
1/17/2019	Robins Construction	3444	135-136	\$30,064.50	\$30,064.50	50/50 split between Ernie Blake Road and Thunderbird Road
6/22/2020	Robins Construction	6776	137	\$107,298.90	\$53,649.45	
7/28/2020	Robins Construction	6838	138	\$147,434.33	\$73,717.17	
7/28/2020	Robins Construction	006838-REVISED	139	\$147,687.36	\$126.52	
10/6/2020	Robins Construction	6956	140-142	\$202,358.60	\$101,179.30	
2/4/2021	Robins Construction	7076	143-145	\$973,811.46	\$486,905.73	
1/1/2022	Robins Construction	7904	146	\$75,350.68	\$37,675.34	
2/9/2022	Robins Construction	8063	147-149	\$53,042.22	\$26,521.11	
12/12/2017	Russell Engineering	17-11078	150-154	\$34,841.79	\$1,035.00	
1/8/2018	Russell Engineering	18-11145	155-158	\$37,320.93	\$10,615.30	
3/12/2018	Russell Engineering	18-11294	159-162	\$51,642.80	\$10,527.50	
2/13/2018	Russell Engineering	18-11233	163-169	\$39,343.07	\$14,029.70	
4/23/2018	Russell Engineering	18-18367	170-173	\$44,977.02	\$8,885.97	Task 29 - Thunderbird Road
5/7/2018	Russell Engineering	18-18396	174-179	\$45,921.28	\$9,033.42	
7/19/2018	Russell Engineering	18-18577	180-185	\$50,686.97	\$8,389.66	
6/11/2018	Russell Engineering	18-18498	186-191	\$52,707.64	\$12,487.00	
8/6/2018	Russell Engineering	18-18622	192-196	\$38,903.01	\$2,769.50	
9/18/2018	Russell Engineering	18-18734	197-201	\$56,136.40	\$8,485.24	
3/22/2017	Russell Engineering	17-10428	202-204	\$43,925.00	\$27,421.25	
12/21/2018	Russell Engineering	18-18932	205-208	\$35,183.36	\$2,432.50	
12/21/2018	Russell Engineering	18-18932	205-208	\$35,183.36	\$5,237.36	
2/1/2019	Russell Engineering	18-18761	209-213	\$46,605.25	\$555.75	
2/1/2019	Russell Engineering	19-18984	214-217	\$43,498.22	\$10,615.78	
4/1/2019	Russell Engineering	19-19055	218-221	\$45,987.67	\$3,641.32	
4/1/2019	Russell Engineering	19-19055	218-221	\$45,987.67	\$9,697.99	Task 29 - Thunderbird Road / skier drop-off connection
4/1/2019	Russell Engineering	19-19137	222-224	\$39,981.76	\$2,351.41	
4/1/2019	Russell Engineering	19-19137	222-224	\$39,981.76	\$11,894.02	
4/2/2019	Russell Engineering	19-19167	225-227	\$24,339.60	\$10,118.64	
3/3/2017	SE Group	30973	228	\$4,853.00	\$2,426.50	
2/1/2017	SE Group	30881	229	\$4,408.75	\$2,204.38	
5/1/2017	SE Group	31085	230	\$9,448.20	\$8,976.95	
						50/50 split between TBR and Strawberry Hill Crossing
						50/50 split between TBR and Strawberry Hill Crossing
						Multiple projects; Thunderbird Road NEPA designated on invoice

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
5/4/2017	SE Group	31189	231	\$1,375.00	\$1,085.00	Multiple projects; Thunderbird Road NEPA designated on invoice
10/6/2017	SE Group	31689	232	\$12,784.35	\$11,499.10	Charette site visit for Thunderbird Road realignment
12/1/2017	SE Group	31782	233	\$8,795.00	\$3,990.00	Charette Thunderbird Road site visit
2/1/2018	SE Group	31952	234	\$14,850.00	\$6,405.00	Charette preparation
1/1/2020	Short Elliot Hendrickson	379157	235-236	\$46,790.65	\$46,790.65	
2/1/2020	Short Elliot Hendrickson	379940	237-238	\$3,382.99	\$3,382.99	
3/1/2020	Short Elliot Hendrickson	382172	239-240	\$12,643.75	\$12,643.75	
4/14/2020	Short Elliot Hendrickson	385122	241-242	\$2,667.34	\$2,667.34	
4/14/2020	Short Elliot Hendrickson	385121	243	\$94.00	\$47.00	50/50 split between Ernie Blake Road and Thunderbird Road
5/18/2020	Short Elliot Hendrickson	386715	244	\$3,097.75	\$3,097.75	
6/1/2020	Short Elliot Hendrickson	386714	245	\$926.50	\$463.25	50/50 split between Ernie Blake Road and Thunderbird Road
6/1/2020	Short Elliot Hendrickson	386720	246	\$752.00	\$376.00	50/50 split between Ernie Blake Road and Thunderbird Road
7/1/2020	Short Elliot Hendrickson	388144	247-248	\$12,163.82	\$6,081.91	50/50 split between Ernie Blake Road and Thunderbird Road
7/14/2020	Short Elliot Hendrickson	389612	249-250	\$13,609.68	\$6,804.84	50/50 split between Ernie Blake Road and Thunderbird Road
7/1/2020	Short Elliot Hendrickson	383570	251	\$2,418.75	\$2,418.75	
9/15/2020	Short Elliot Hendrickson	393042	252-253	\$12,037.71	\$6,018.85	50/50 split between Ernie Blake Road and Thunderbird Road
10/20/2020	Short Elliot Hendrickson	395006	254-255	\$15,111.58	\$7,555.79	50/50 split between Ernie Blake Road and Thunderbird Road
12/14/2020	Short Elliot Hendrickson	398127	256-257	\$8,740.62	\$4,370.31	50/50 split between Ernie Blake Road and Thunderbird Road
11/12/2020	Short Elliot Hendrickson	396018	258-259	\$11,162.79	\$5,581.40	50/50 split between Ernie Blake Road and Thunderbird Road
8/18/2020	Short Elliot Hendrickson	391456	260-261	\$9,234.21	\$4,617.11	50/50 split between Ernie Blake Road and Thunderbird Road
1/12/2021	Short Elliot Hendrickson	399023	262	\$760.75	\$380.38	50/50 split between Ernie Blake Road and Thunderbird Road
2/10/2021	Short Elliot Hendrickson	400783	263	\$1,894.76	\$947.38	50/50 split between Ernie Blake Road and Thunderbird Road
3/10/2021	Short Elliot Hendrickson	401989	264	\$1,185.50	\$592.75	50/50 split between Ernie Blake Road and Thunderbird Road
4/14/2021	Short Elliot Hendrickson	403533	265	\$753.25	\$376.63	50/50 split between Ernie Blake Road and Thunderbird Road
5/10/2021	Short Elliot Hendrickson	404533	266	\$2,091.50	\$1,045.75	50/50 split between Ernie Blake Road and Thunderbird Road
6/8/2021	Short Elliot Hendrickson	406427	267	\$6,642.52	\$3,321.26	50/50 split between Ernie Blake Road and Thunderbird Road
7/15/2021	Short Elliot Hendrickson	408477	268-269	\$3,977.23	\$1,988.62	50/50 split between Ernie Blake Road and Thunderbird Road
8/11/2021	Short Elliot Hendrickson	410345	270-271	\$1,976.53	\$988.27	50/50 split between Ernie Blake Road and Thunderbird Road
9/15/2021	Short Elliot Hendrickson	411746	272	\$935.69	\$467.85	50/50 split between Ernie Blake Road and Thunderbird Road
10/18/2021	Short Elliot Hendrickson	414416	273-274	\$2,980.53	\$1,490.27	50/50 split between Ernie Blake Road and Thunderbird Road
11/9/2021	Short Elliot Hendrickson	415467	275	\$1,196.97	\$598.49	50/50 split between Ernie Blake Road and Thunderbird Road
12/7/2021	Short Elliot Hendrickson	416829	276	\$391.51	\$195.76	50/50 split between Ernie Blake Road and Thunderbird Road
1/17/2022	Short Elliot Hendrickson	419578	277	\$185.77	\$92.88	50/50 split between Ernie Blake Road and Thunderbird Road
2/8/2022	Short Elliot Hendrickson	420326	278	\$217.23	\$108.62	50/50 split between Ernie Blake Road and Thunderbird Road
3/10/2022	Short Elliot Hendrickson	422342	279	\$185.77	\$92.89	50/50 split between Ernie Blake Road and Thunderbird Road
12/21/2017	TSV Internal Charge	IN13564, IN13560, IN13561	280-282	\$171.39	\$171.39	
1/4/2018	TSV Internal Charge	IN14371	283	\$114.26	\$114.26	
1/6/2018	TSV Internal Charge	IN14506	284	\$57.13	\$57.13	
1/11/2018	TSV Internal Charge	IN14662	285	\$171.39	\$171.39	
1/15/2018	TSV Internal Charge	IN14725, IN14719	286-287	\$285.65	\$285.65	
1/16/2018	TSV Internal Charge	IN14583	288	\$57.13	\$57.13	
1/19/2018	TSV Internal Charge	IN14371, IN12712	289-290	\$171.39	\$171.39	
2/7/2018	TSV Internal Charge	IN15300	291	\$57.13	\$57.13	

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
3/21/2018	TSV Internal Charge	IN16392, IN16219	292-293	\$228.52	\$228.52	
5/31/2020	TSV Labor Reallocation		294	\$1,404.00	\$1,404.00	
6/30/2020	TSV Labor Reallocation		295	\$98.28	\$98.28	
7/31/2020	TSV Labor Reallocation		296	\$491.40	\$491.40	
4/17/2017	USDA Forest Service	3002317541	297	\$12,603.13	\$6,301.56	50/50 split between TBR and Strawberry Hill Crossing
1/1/2018	Zehren	20462	298	\$433.36	\$433.36	
1/1/2018	Zehren	20413	299	\$12,825.80	\$12,825.80	
2/9/2018	Zehren	20654	300	\$5,424.69	\$5,424.69	
8/9/2016	Zehren	19806	301-302	\$2,271.68	\$2,271.68	
7/8/2016	Zehren	19776	303-304	\$1,393.75	\$1,393.75	
6/13/2016	Zehren	19738	305-306	\$1,238.86	\$1,238.86	
Project Interest - Calculated from date of completion				Total	\$186,629.76	See calculation below
				Total	\$1,904,527.36	

Thunderbird Road - Completed 12/8/2022					
	Total Project	Interest Rate	Days in Period	Total Interest	
Q4 2022 Interest (Completion thru 12/31/2022)	\$ 1,717,897.80	3.88%	58	\$ 10,591.66	
Q1 2023 Interest (1/1/2023-3/31/2023)	\$ 1,717,897.80	4.79%	90	\$ 20,290.02	
Q2 2023 Interest (4/1/2023-6/30/2023)	\$ 1,717,897.80	4.79%	91	\$ 20,515.46	
Q3 2023 Interest (7/1/2023-9/30/2023)	\$ 1,769,294.95	4.86%	92	\$ 21,673.62	
Q4 2023 Interest (10/1/2023-12/31/2023)	\$ 1,769,294.95	4.86%	92	\$ 21,673.62	
Q1 2024 Interest (1/1/2024-3/31/2024)	\$ 1,769,294.95	4.95%	91	\$ 21,835.04	
Q2 2024 Interest (4/1/2024-6/30/2024)	\$ 1,769,294.95	4.95%	91	\$ 21,835.04	
Q3 2024 Interest (7/1/2024-9/30/2024)	\$ 1,856,312.27	5.48%	92	\$ 25,640.50	
Q4 2024 Interest (10/1/2024-12/20/2024)	\$ 1,856,312.27	5.48%	81	\$ 22,574.79	
	Total		Total	\$ 186,629.76	

Taos Ski Valley, Inc.
TIDD Dedication
Ernie Blake Road Schedule of Costs

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
11/1/2017	American Electric	0116-419501	1	\$13.63	\$13.63	
10/1/2018	American Electric	0116-441169	2	\$3,378.94	\$3,378.94	
3/31/2018	BPM	BPM03312018	3	\$305,000.00	\$15,000.00	Ernie Blake Road Allocation
9/30/2018	BPM	BPM09302018	4	\$585,000.00	\$25,000.00	Ernie Blake Road Allocation
9/30/2018	BPM	BPM09302018	4	\$585,000.00	\$25,000.00	Ernie Blake Road Allocation
3/31/2017	BPM	BPM03312017	5	\$385,000.00	\$15,000.00	Ernie Blake Road Allocation
3/31/2019	BPM	BPM03312019	6	\$585,000.00	\$50,000.00	Ernie Blake Road Allocation
9/30/2019	BPM	BPM09302019	7	\$585,000.00	\$25,000.00	Ernie Blake Road Allocation
9/30/2019	BPM	BPM09302019	7	\$585,000.00	\$25,000.00	Ernie Blake Road Allocation
3/31/2020	BPM	BPM03312020	8	\$535,000.00	\$25,000.00	Ernie Blake Road Allocation
3/31/2020	BPM	BPM03312020	8	\$535,000.00	\$25,000.00	Ernie Blake Road Allocation
9/30/2020	BPM	BPM09302020	9	\$515,000.00	\$15,000.00	Ernie Blake Road Allocation
8/1/2020	Bradbury Stamm	72220	10-11	\$21,554.86	\$10,777.42	50% to Ernie Blake Road 50% Thunderbird Road
9/3/2020	Bradbury Stamm	90320	12-13	\$29,637.93	\$14,818.40	50% to Ernie Blake Road 50% Thunderbird Road
10/2/2020	Bradbury Stamm	100220	14-15	\$14,844.40	\$7,422.20	50% to Ernie Blake Road 50% Thunderbird Road
11/2/2020	Bradbury Stamm	110220	16-17	\$11,470.67	\$5,735.33	50% to Ernie Blake Road 50% Thunderbird Road
5/5/2023	Canepa & Vidal PA		18-19	\$135,048.07	\$135,048.07	Legal fees incurred throughout the project
10/31/2017	Century Link	103117	20-21	\$4,400.00	\$4,400.00	
7/28/2017	Darwin Electrical	072817 DEPOSIT	22	\$16,441.25	\$16,441.25	
8/23/2017	Darwin Electrical	1708-01	23	\$30,230.73	\$30,230.73	
9/8/2017	Darwin Electrical	1709-02	24	\$4,533.88	\$4,533.88	
10/1/2018	Darwin Electrical	1809.12	25	\$6,585.11	\$6,585.11	
12/12/2018	Darwin Electrical	1812.13	26	\$825.89	\$825.89	
11/13/2019	Darwin Electrical	101	27	\$1,474.88	\$1,474.88	
11/13/2019	Darwin Electrical	100	28	\$3,605.16	\$3,605.16	
10/12/2021	Darwin Electrical	496	29	\$3,448.28	\$1,723.63	50% to Ernie Blake Road 50% Thunderbird Road
3/5/2015	Design Workshop	52479	30	\$11,080.74	\$3,693.58	Allocate 33% to Ernie Blake Road
9/7/2016	Design Workshop	55452	31	\$3,212.70	\$3,212.70	
1/31/2019	Gateway Management	60	32	\$70,000.00	\$10,000.00	Partial Allocation to Ernie Blake Crossing
1/1/2019	Gateway Management	57	33	\$10,569.89	\$0.00	Removed from TIDD
1/6/2018	Gateway Management	45	34	\$17,629.18	\$4,765.28	
4/15/2018	Gateway Management	49	35	\$9,513.43	\$3,490.04	
3/3/2018	Gateway Management	48	36	\$17,182.99	\$2,500.00	50% to Ernie Blake Road 50% Thunderbird Road of 5k
8/24/2015	Gateway Management	16	37	\$21,358.67	\$1,067.93	5% of total invoice allocated to Ernie Blake Crossing
8/9/2017	Gateway Management	40	38-39	\$17,145.60	\$1,714.56	10% of total invoice allocated to Ernie Blake Crossing
9/4/2017	Gateway Management	41	40	\$18,852.64	\$4,336.11	23% of total invoice allocated to Ernie Blake Road
11/9/2017	Gateway Management	43	41	\$19,731.75	\$5,466.14	
9/1/2019	Gateway Management	67	42	\$13,159.51	\$875.00	Allocation of project management fees to Ernie Blake Road
3/2/2020	Gateway Management	73	43	\$14,763.42	\$525.00	15% 2019 Capital Projects allocated to Ernie Blake Realignment

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
11/17/2017	Gecko Landscaping	1075	44	\$928.63	\$928.63	
7/5/2018	Gecko Landscaping	APPLICATION NO 2	45-47	\$102,187.25	\$20,000.00	Ernie Blake Crossing - Bridge Stone Veneer
8/30/2018	Gecko Landscaping	APPLICATION NO 4-RVS	48-50	\$84,420.00	\$6,000.00	Ernie Blake Crossing - Bridge Stone Veneer
9/13/2018	Gecko Landscaping	1223	51	\$28,180.24	\$28,180.24	Allocation of tax correction for previous pay apps
10/25/2018	Gecko Landscaping	APPLICATION NO 5-TSV	52	\$127,133.99	\$19,968.72	
12/19/2018	Gecko Landscaping	APPLICATION 6	53	\$23,057.26	\$1,092.50	
8/30/2021	Gecko Landscaping	1865	54	\$102,658.94	\$75,299.56	
5/31/2021	Gecko Landscaping	1762	55	\$89,458.59	\$44,729.29	Allocation 50% to Ernie Blake Road Landscaping
7/8/2021	Gecko Landscaping	1797	56	\$164,156.25	\$82,078.13	
8/30/2021	Gecko Landscaping	1865	57	\$102,658.94	\$27,359.38	
11/9/2021	Gecko Landscaping	1939	58	\$56,377.82	\$28,188.91	
11/4/2022	Gecko Landscaping	2307	59	\$6,683.37	\$6,683.37	
5/24/2018	Geo Test	87841	60	\$822.99	\$822.99	
6/21/2018	Geo Test	87933	61	\$464.31	\$464.31	
7/28/2018	Geo Test	88233	62	\$3,894.76	\$3,894.76	
8/21/2018	Geo Test	88361	63	\$4,929.91	\$4,929.91	
11/21/2018	Geo Test	89007	64	\$786.60	\$786.60	
11/17/2014	Geo Test	78381	65	\$6,529.05	\$1,632.27	Allocated 25%to Ernie Blake Road Crossing
10/21/2019	Geo Test	91221	66	\$190.10	\$190.10	
10/21/2019	Geo Test	91220	67	\$150.77	\$150.77	
7/1/2020	Geo Test	92760	68	\$1,123.41	\$561.70	50% allocated to Ernie Blake Road
9/1/2020	Geo Test	92882	69	\$561.71	\$280.85	50% allocated to Ernie Blake Road
9/21/2020	Geo Test	93300	70	\$4,163.55	\$2,081.78	50% allocated to Ernie Blake Road
10/22/2020	Geo Test	93504	71-72	\$4,625.94	\$2,312.97	50% allocated to Ernie Blake Road
11/23/2020	Geo Test	93729	73-74	\$6,072.50	\$3,036.25	50% allocated to Ernie Blake Road
6/22/2021	Geo Test	94986	75	\$1,374.99	\$687.49	50% allocated to Ernie Blake Road
7/21/2021	Geo Test	95179	76	\$1,300.12	\$650.06	50% allocated to Ernie Blake Road
11/7/2017	Glorieta Geoscience	8712	77	\$3,942.50	\$3,942.50	50% allocated to Ernie Blake Road
1/1/2018	Glorieta Geoscience	8777	78	\$3,069.47	\$3,069.47	
2/1/2018	Glorieta Geoscience	8827	79	\$2,742.99	\$2,742.99	
5/1/2018	Glorieta Geoscience	9070	80	\$833.03	\$833.03	
7/1/2018	Glorieta Geoscience	9148	81	\$1,519.54	\$1,519.54	
7/1/2018	Glorieta Geoscience	9223	82	\$2,160.97	\$2,160.97	
8/1/2018	Glorieta Geoscience	9352	83	\$1,659.92	\$1,659.92	
8/2/2018	Glorieta Geoscience	9389	84	\$2,649.86	\$2,649.86	
9/11/2018	Glorieta Geoscience	9480	85	\$2,558.23	\$2,558.23	
10/8/2018	Glorieta Geoscience	9576	86	\$1,176.22	\$1,176.22	
12/1/2018	Glorieta Geoscience	9639	87	\$223.83	\$223.83	
12/6/2018	Glorieta Geoscience	9701	88	\$34.56	\$34.56	
10/6/2017	Glorieta Geoscience	0008590	89	\$5,901.83	\$5,901.83	
3/3/2017	Glorieta Geoscience	0008001	90	\$3,443.22	\$3,443.22	
4/2/2017	Glorieta Geoscience	0008058	91	\$8,954.76	\$8,954.76	

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
4/7/2017	Glorieta Geoscience	0008131	92	\$5,632.06	\$5,632.06	
5/10/2017	Glorieta Geoscience	0008246	93	\$5,919.53	\$5,919.53	
6/1/2017	Glorieta Geoscience	0008328	94	\$5,060.22	\$5,060.22	
6/30/2017	Glorieta Geoscience	0008402	95	\$9,239.96	\$9,239.96	
9/7/2017	Glorieta Geoscience	0008495	96	\$4,218.14	\$4,218.14	
9/6/2017	Glorieta Geoscience	0008571	97	\$11,305.95	\$11,305.95	
1/10/2019	Glorieta Geoscience	0009829	98	\$669.70	\$669.70	
5/1/2019	Glorieta Geoscience	9913	99	\$160.74	\$160.74	
12/1/2019	Glorieta Geoscience	10732	100	\$830.72	\$830.72	
2/1/2020	Glorieta Geoscience	10854	101	\$42.06	\$42.06	
8/1/2020	Glorieta Geoscience	11105	102	\$684.67	\$684.67	
8/5/2020	Glorieta Geoscience	11154	103	\$1,264.00	\$1,264.00	
9/10/2016	Hart Howerton	16412	106-109	\$24,415.01	\$13,531.26	
8/10/2020	Hart Howerton	19816	110	\$4,900.00	\$2,450.00	50% allocated to Ernie Blake Road
11/10/2020	Hart Howerton	20030	111	\$6,125.00	\$3,062.50	50% allocated to Ernie Blake Road
5/10/2021	Hart Howerton	20404	112	\$10,735.00	\$10,735.00	
8/31/2016	International Jet	127-123349	113-114	\$10,518.59	\$2,043.30	Flights for Project Manager -B Daniels
10/24/2018	Kit Carson Electric	1823 - WO#18-0452	115	\$6,008.40	\$6,008.40	
9/3/2018	Kit Carson Electric	1905	116	\$7,710.78	\$7,710.78	
6/5/2019	Kit Carson Telecom	134596	117	\$4,638.38	\$4,638.38	
10/24/2016	Modrall Sperling	204246	118-123	\$23,500.15	\$324.00	
12/1/2018	Precision Service Electric	3144	126	\$5,175.28	\$5,175.28	
1/8/2018	Queen of the River	10064	127	\$124,529.27	\$70,121.46	
3/12/2018	Queen of the River	10073	128	\$1,849.88	\$1,849.88	
5/2/2018	Queen of the River	50218	129-130	\$19,322.71	\$700.00	
1/18/2017	Queen of the River	10006	131	\$4,875.00	\$4,875.00	
6/20/2016	Queen of the River	2477	132	\$10,916.84	\$3,150.00	
1/1/2018	Red Tail Surveying	4061	133	\$1,003.73	\$1,003.73	
3/1/2018	Red Tail Surveying	4134	134	\$4,999.55	\$4,999.55	
6/21/2018	Red Tail Surveying	4259	135	\$2,848.69	\$2,848.69	
6/21/2018	Red Tail Surveying	4257	136	\$431.54	\$431.54	
8/1/2018	Red Tail Surveying	4274	137	\$1,257.74	\$1,257.74	
9/1/2018	Red Tail Surveying	4359	138	\$1,921.43	\$960.71	50% allocated to Ernie Blake Road
9/1/2018	Red Tail Surveying	4358	139	\$1,174.44	\$1,174.44	
9/1/2018	Red Tail Surveying	4354	140	\$943.65	\$943.65	
9/1/2018	Red Tail Surveying	4322	141	\$1,910.51	\$955.26	50% allocated to Ernie Blake Road
9/1/2018	Red Tail Surveying	4319	142	\$2,185.00	\$2,185.00	
9/1/2018	Red Tail Surveying	4316	143	\$693.74	\$693.74	
10/1/2018	Red Tail Surveying	4402	144	\$789.33	\$394.67	50% allocated to Ernie Blake Road
10/1/2018	Red Tail Surveying	4401	145	\$2,339.32	\$2,339.32	
10/1/2018	Red Tail Surveying	4399	146	\$432.90	\$432.90	
12/1/2018	Red Tail Surveying	4352	147	\$972.33	\$243.08	25% allocated to Ernie Blake Road

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
12/1/2018	Red Tail Surveying	4485	148	\$853.52	\$853.52	
11/30/2018	Red Tail Surveying	4484	149	\$254.01	\$254.01	
10/31/2017	Red Tail Surveying	4019	150	\$2,541.43	\$2,541.43	
12/30/2016	Red Tail Surveying	3664	151	\$277.15	\$277.15	
8/30/2016	Red Tail Surveying	3539	152	\$1,017.59	\$1,017.59	
8/31/2017	Red Tail Surveying	3932	153	\$2,305.18	\$2,305.18	
9/29/2017	Red Tail Surveying	3971	154	\$1,704.30	\$1,704.30	
10/31/2016	Red Tail Surveying	3610	155	\$709.19	\$709.19	
12/30/2016	Red Tail Surveying	3672	156	\$2,051.48	\$2,051.48	
8/31/2016	Red Tail Surveying	3548	157	\$1,173.83	\$1,173.83	
9/30/2016	Red Tail Surveying	3581	158	\$1,181.98	\$1,181.98	
1/1/2019	Red Tail Surveying	4453	159	\$1,976.06	\$1,976.06	
1/1/2019	Red Tail Surveying	4405	160	\$1,106.16	\$1,106.16	
10/31/2018	Red Tail Surveying	4454	161	\$2,807.73	\$2,807.73	
9/1/2019	Red Tail Surveying	4725	162	\$2,459.49	\$2,459.49	
9/1/2019	Red Tail Surveying	4684	163	\$1,778.04	\$1,778.04	
6/1/2020	Red Tail Surveying	4984	164	\$2,269.67	\$1,134.83	
7/9/2020	Red Tail Surveying	5012	165	\$2,414.46	\$1,207.23	50% allocated to Ernie Blake Road
8/14/2020	Red Tail Surveying	5037	166	\$2,168.23	\$1,084.11	50% allocated to Ernie Blake Road
9/1/2020	Red Tail Surveying	5106	167	\$3,502.00	\$1,751.00	50% allocated to Ernie Blake Road
10/16/2020	Red Tail Surveying	5148	168-169	\$6,723.57	\$3,361.78	50% allocated to Ernie Blake Road
11/4/2020	Red Tail Surveying	5206	170-171	\$8,834.34	\$4,417.17	50% allocated to Ernie Blake Road
8/17/2017	Rio Grande Ace Hardware	339496/1	172	\$13.38	\$7.85	50% allocated to Ernie Blake Road
10/23/2017	Robins Construction	2714	173-174	\$179,756.50	\$151,049.33	
1/2/2018	Robins Construction	2758	175-176	\$620,317.16	\$285,280.90	
12/6/2017	Robins Construction	2761	177	\$16,627.48	\$16,627.48	
8/28/2018	Robins Construction	3191	178	\$53,706.21	\$53,706.21	
9/1/2018	Robins Construction	3192	179	\$219,185.54	\$219,185.54	
1/17/2019	Robins Construction	3445	180	\$385,660.69	\$385,660.69	
9/1/2019	Robins Construction	3972	181	\$216,853.60	\$99,062.00	Remaining amount allocated to Parcel D Development
2/1/2020	Robins Construction	4370	182	\$34,027.31	\$34,027.31	
6/22/2020	Robins Construction	6776	183-185	\$107,298.90	\$53,649.45	50% allocated to Ernie Blake Road
7/26/2020	Robins Construction	6838	186-188	\$147,434.33	\$73,717.16	50% allocated to Ernie Blake Road
7/28/2020	Robins Construction	006838-REVISED	189	\$147,687.39	\$126.51	50% of tax owed allocated to Ernie Blake Road
10/6/2020	Robins Construction	6956	190-192	\$202,358.60	\$101,179.30	50% allocated to Ernie Blake Road- invoice adjusted to include NM GRT
1/5/2021	Robins Construction	7076	193-195	\$973,811.46	\$486,905.73	50% allocated to Ernie Blake Road
12/2/2021	Robins Construction	7904	196	\$75,350.68	\$37,674.34	50% allocated to Ernie Blake Road
2/4/2022	Robins Construction	8063	197-199	\$53,042.22	\$26,521.11	50% allocated to Ernie Blake Road
1/1/2018	Russell Engineering	17-11078	200-204	\$34,841.79	\$320.00	
1/1/2018	Russell Engineering	17-11078	200-204	\$34,841.79	\$4,951.33	
1/1/2018	Russell Engineering	17-11020	205-209	\$37,436.95	\$4,905.83	
1/1/2018	Russell Engineering	17-11020	205-209	\$37,436.95	\$302.00	

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
1/1/2018	Russell Engineering	17-11020	205-209	\$37,436.95	\$1,017.00	
2/1/2018	Russell Engineering	18-11145	210-213	\$37,320.93	\$18,183.64	Task 30 Ernie Blake Road Realignment
2/1/2018	Russell Engineering	18-11145	210-213	\$37,320.93	\$349.00	Task 08 Ernie Blake Crossing
4/1/2018	Russell Engineering	18-11233	214-217	\$39,343.07	\$13,127.20	Task 30 Ernie Blake Road Realignment
4/1/2018	Russell Engineering	18-11233	214-217	\$38,343.07	\$296.00	Task 08 Ernie Blake Crossing
4/1/2018	Russell Engineering	18-11294	218-221	\$51,642.80	\$17,119.25	Task 30 Ernie Blake Road Realignment
4/1/2018	Russell Engineering	18-11294	218-221	\$51,642.80	\$1,446.50	Task 08 Ernie Blake Crossing
5/1/2018	Russell Engineering	18-18367	222-225	\$44,977.02	\$16,641.00	Task 30 Ernie Blake Road Realignment
5/1/2018	Russell Engineering	18-18367	222-225	\$44,977.02	\$4,024.75	Task 08 Ernie Blake Crossing
6/1/2018	Russell Engineering	18-18396	226-231	\$45,921.28	\$7,431.95	Task 30 Ernie Blake Road Realignment
6/1/2018	Russell Engineering	18-18396	226-231	\$45,921.28	\$770.00	Task 30 Ernie Blake Road Realignment
6/1/2018	Russell Engineering	18-18396	226-231	\$45,921.28	\$6,424.03	Task 08 Ernie Blake Crossing
7/19/2018	Russell Engineering	18-18577	232-237	\$50,686.97	\$7,861.69	Task 30 Ernie Blake Road Realignment
7/19/2018	Russell Engineering	18-18577	232-237	\$50,686.97	\$3,398.00	Task 08 Ernie Blake Crossing
8/1/2018	Russell Engineering	18-18498	238-243	\$52,707.64	\$5,645.90	Task 30 Ernie Blake Road Realignment
8/1/2018	Russell Engineering	18-18498	238-243	\$52,707.64	\$6,683.35	Task 08 Ernie Blake Crossing
8/6/2018	Russell Engineering	18-18622	244-248	\$38,903.01	\$7,745.09	Task 30 Ernie Blake Road Realignment
8/6/2018	Russell Engineering	18-18622	244-248	\$38,903.01	\$3,651.25	Grading design
8/6/2018	Russell Engineering	18-18622	244-248	\$38,903.01	\$4,582.17	Task 08 Ernie Blake Crossing
11/1/2018	Russell Engineering	18-18734	249-253	\$56,136.40	\$17,525.79	Task 30 Ernie Blake Road Realignment
11/1/2018	Russell Engineering	18-18734	249-253	\$56,136.40	\$5,870.75	Task 08 Ernie Blake Crossing
2/14/2017	Russell Engineering	17-10356	254	\$6,835.25	\$6,835.25	Schematic Documents
3/22/2017	Russell Engineering	17-10428	255-258	\$43,925.00	\$1,317.50	
3/22/2017	Russell Engineering	17-10428	255-258	\$43,925.00	\$2,122.17	
4/10/2017	Russell Engineering	17-10466	259-262	\$13,177.13	\$6,329.00	Task 18 EBR and Task 19 Schematics Task 18 lists EBR and TBR work
4/10/2017	Russell Engineering	17-10466	259-262	\$13,177.13	\$6,011.25	Task 08 Ernie Blake Crossing
6/6/2017	Russell Engineering	17-10586	263-268	\$56,927.28	-\$2,578.50	Task 19 Credit for schematics to this project
6/6/2017	Russell Engineering	17-10586	263-268	\$56,972.28	\$3,775.12	
6/6/2017	Russell Engineering	17-10586	263-269	\$56,972.28	\$6,334.50	Task 08 - Ernie Blake Crossing
6/3/2016	Russell Engineering	16-9808	270-273	\$52,934.65	\$540.00	Village Master Road Plan
6/3/2016	Russell Engineering	16-9808	270-273	\$52,934.65	\$533.75	
7/14/2015	Russell Engineering	15-9172	274-277	\$34,821.61	\$1,048.75	Village Master Road Plan
7/14/2015	Russell Engineering	15-9172	274-277	\$34,821.61	\$810.00	Ernie Blake- Burroughs Crossing
7/13/2016	Russell Engineering	16-9910	278-282	\$56,252.09	\$7,268.00	Ernie Blake Crossing - Ernie Blake / Lake Fork Design
8/8/2016	Russell Engineering	16-9926	283-288	\$57,723.60	\$4,131.25	Task # 16 Ernie Blake /Lake Fork
8/8/2016	Russell Engineering	16-9926	283-288	\$57,723.60	\$2,497.50	Burroughs Crossing
9/13/2016	Russell Engineering	16-10039	289-293	\$54,075.39	\$10,453.82	Ernie Blake/ Lake Fork Design
9/25/2017	Russell Engineering	17-10871	294-297	\$48,459.31	\$37.00	Task 18 - Ernie Blake Road Thunderbird Road Intersection
9/25/2017	Russell Engineering	17-10871	294-297	\$48,459.31	\$9,223.53	Task 08 -Ernie Blake Crossing
10/6/2017	Russell Engineering	17-10884	298-302	\$48,219.41	\$74.00	Task 18 - Ernie Blake Road Thunderbird Road Intersection
10/6/2017	Russell Engineering	17-10884	298-302	\$48,219.41	\$4,458.91	Task 08 -Ernie Blake Crossing
2/11/2015	Russell Engineering	15-8668	303-304	\$25,869.08	\$2,122.50	Burroughs Crossing

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
2/8/2016	Russell Engineering	16-9589	305-306	\$10,777.59	\$1,536.25	Burroughs Crossing
11/9/2015	Russell Engineering	15-9406	307-309	\$17,221.59	\$262.69	Burroughs Crossing
11/11/2016	Russell Engineering	16-10170	310-313	\$39,569.49	\$1,035.00	Burroughs Crossing
12/10/2014	Russell Engineering	14-8488	314-315	\$19,616.25	\$2,165.00	Burroughs Crossing
12/17/2015	Russell Engineering	15-9489	316-318	\$18,681.82	\$5,068.21	Burroughs Crossing
12/12/2016	Russell Engineering	16-10223	319-321	\$31,237.88	\$6,982.50	Burroughs Crossing
1/13/2015	Russell Engineering	15-8606	322-323	\$23,918.75	\$2,033.75	Burroughs Crossing
1/12/2016	Russell Engineering	16-9544	324-325	\$11,363.55	\$612.50	Burroughs Crossing
1/23/2017	Russell Engineering	17-10295	326-328	\$19,822.19	\$3,847.50	Burroughs Crossing
3/4/2015	Russell Engineering	15-8715	329-330	\$25,155.18	\$987.50	Burroughs Crossing
10/11/2016	Russell Engineering	16-10099	331-334	\$47,010.94	\$3,718.75	Burroughs Crossing
10/11/2016	Russell Engineering	16-10099	331-334	\$47,010.94	\$175.00	Sutton Crossing
4/6/2015	Russell Engineering	15-8776	335-336	\$42,433.43	\$1,185.00	Burroughs Crossing
4/18/2016	Russell Engineering	16-9734	337-339	\$35,181.85	\$70.00	Burroughs Crossing
5/18/2015	Russell Engineering	15-9060	340-343	\$51,077.38	\$721.25	Burroughs Crossing
5/17/2016	Russell Engineering	16-9797	344-347	\$46,946.23	\$1,022.50	Burroughs Crossing
6/9/2015	Russell Engineering	15-9111	348-352	\$41,021.62	\$2,631.25	Burroughs Crossing
7/25/2017	Russell Engineering	17-10717	353-356	\$42,248.36	\$1,307.00	Ernie Blake Crossing
8/5/2015	Russell Engineering	15-9198	357-360	\$44,222.83	\$1,090.00	Burroughs Crossing
8/3/2017	Russell Engineering	17-10723	361-364	\$39,321.30	\$3,047.50	Ernie Blake Crossing
9/9/2015	Russell Engineering	15-9248	365-368	\$22,423.50	\$2,506.37	Burroughs Crossing
10/9/2015	Russell Engineering	15-9349	369-371	\$18,573.97	\$757.50	Burroughs Crossing
3/8/2016	Russell Engineering	16-9641	372-374	\$19,206.19	\$175.00	Burroughs Crossing
12/21/2018	Russell Engineering	18-18932	375-378	\$35,183.36	\$629.00	Ernie Blake Crossing
2/1/2019	Russell Engineering	18-18828	379-382	\$51,527.19	\$1,080.00	Task 29 Thunderbird Road
2/1/2019	Russell Engineering	18-18828	379-382	\$51,527.19	\$13,650.34	Task 30 Ernie Blake Road Realignment
2/1/2019	Russell Engineering	18-18828	379-382	\$51,527.19	\$1,258.75	Task 08 Ernie Blake Crossing
2/1/2019	Russell Engineering	19-18984	383-386	\$43,498.22	\$2,286.72	Task 30 Ernie Blake Road Realignment
2/1/2019	Russell Engineering	19-18984	383-386	\$43,498.22	\$185.00	Task 08 Ernie Blake Crossing
2/1/2019	Russell Engineering	18-18761	387-391	\$46,605.28	\$11,815.02	Task 30 Ernie Blake Road Realignment
2/1/2019	Russell Engineering	18-18761	387-391	\$46,605.28	\$2,395.25	Task 08 Ernie Blake Crossing
4/1/2019	Russell Engineering	19-19055	392-395	\$45,987.67	\$2,557.73	Task 30 Ernie Blake Road Realignment
4/2/2019	Russell Engineering	19-19167	396-398	\$24,339.60	\$1,141.80	Task 30 Ernie Blake Road Realignment
4/2/2019	Russell Engineering	19-19167	396-398	\$24,339.60	\$791.25	Task 08 Ernie Blake Crossing
4/1/2019	Russell Engineering	19-19137	399401	\$39,981.76	\$1,557.50	Task 30 Ernie Blake Road Realignment
7/12/2019	Russell Engineering	19-19419	402-404	\$19,720.96	\$6,676.25	Task 30 Ernie Blake Road Realignment
7/12/2019	Russell Engineering	19-19419	402-404	\$19,720.96	\$279.50	Task 30 Ernie Blake Road Realignment
7/12/2019	Russell Engineering	19-19419	402-404	\$19,720.96	\$71.01	Task 30 Ernie Blake Road Realignment
7/12/2019	Russell Engineering	19-19419	402-404	\$19,720.96	\$1,170.00	Task 08 Ernie Blake Crossing
8/20/2019	Russell Engineering	19-19520	405-407	\$23,195.22	\$2,592.50	Task 30 Ernie Blake Road Realignment
8/20/2019	Russell Engineering	19-19520	405-407	\$23,195.22	\$7,081.97	Task 08 Ernie Blake Crossing
1/1/2020	Short Elliot Hendrickson	379160	408-409	\$9,197.58	\$9,197.58	

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
1/1/2020	Short Elliot Hendrickson	379158	410-411	\$24,276.68	\$24,276.68	
2/1/2020	Short Elliot Hendrickson	379941	412-413	\$2,853.87	\$2,613.75	
2/1/2020	Short Elliot Hendrickson	379941	412-413	\$2,853.87	\$240.12	
3/1/2020	Short Elliot Hendrickson	381297	414	\$3,940.00	\$3,940.00	
4/14/2020	Short Elliot Hendrickson	385123	415-416	\$2,569.68	\$2,328.84	
4/14/2020	Short Elliot Hendrickson	385123	415-416	\$2,569.68	\$240.84	
4/14/2020	Short Elliot Hendrickson	385121	417	\$94.00	\$47.00	50% allocated to Ernie Blake Road
6/1/2020	Short Elliot Hendrickson	386714	418	\$926.50	\$463.25	50% allocated to Ernie Blake Road
6/1/2020	Short Elliot Hendrickson	386716	419	\$3,990.75	\$3,990.75	
6/1/2020	Short Elliot Hendrickson	386720	420	\$752.00	\$376.00	50% allocated to Ernie Blake Road
7/1/2020	Short Elliot Hendrickson	388144	421-422	\$12,163.82	\$6,081.91	50% allocated to Ernie Blake Road
7/14/2020	Short Elliot Hendrickson	389612	423-424	\$13,609.68	\$6,804.84	50% allocated to Ernie Blake Road
7/1/2020	Short Elliot Hendrickson	383571	425	\$1,492.50	\$1,492.50	
9/15/2020	Short Elliot Hendrickson	393042	426-427	\$12,037.71	\$6,018.86	50% allocated to Ernie Blake Road
10/20/2020	Short Elliot Hendrickson	395006	428-429	\$15,111.58	\$7,555.79	50% allocated to Ernie Blake Road
12/14/2020	Short Elliot Hendrickson	398127	430-431	\$8,740.62	\$4,370.31	50% allocated to Ernie Blake Road
8/18/2020	Short Elliot Hendrickson	391456	432-433	\$9,234.21	\$4,617.10	50% allocated to Ernie Blake Road
11/12/2020	Short Elliot Hendrickson	396018	434-435	\$11,162.79	\$5,581.39	50% allocated to Ernie Blake Road
1/12/2021	Short Elliot Hendrickson	399023	436	\$760.75	\$380.37	50% allocated to Ernie Blake Road
2/10/2021	Short Elliot Hendrickson	400783	437	\$1,894.75	\$947.37	50% allocated to Ernie Blake Road
3/10/2021	Short Elliot Hendrickson	401989	438	\$1,185.50	\$592.75	50% allocated to Ernie Blake Road
4/14/2021	Short Elliot Hendrickson	403533	439	\$753.25	\$376.62	50% allocated to Ernie Blake Road
4/14/2021	Short Elliot Hendrickson	404533	440	\$2,091.50	\$1,045.75	50% allocated to Ernie Blake Road
6/8/2021	Short Elliot Hendrickson	406427	441-442	\$6,642.52	\$3,321.26	50% allocated to Ernie Blake Road
7/15/2021	Short Elliot Hendrickson	408477	443-444	\$3,977.23	\$1,988.61	50% allocated to Ernie Blake Road
8/11/2021	Short Elliot Hendrickson	410345	445-446	\$1,976.53	\$988.26	50% allocated to Ernie Blake Road
9/15/2021	Short Elliot Hendrickson	411746	447-448	\$935.69	\$467.84	50% allocated to Ernie Blake Road
10/18/2021	Short Elliot Hendrickson	414416	449-450	\$2,980.53	\$1,490.26	50% allocated to Ernie Blake Road
11/9/2021	Short Elliot Hendrickson	415467	451-452	\$1,196.97	\$598.48	50% allocated to Ernie Blake Road
12/7/2021	Short Elliot Hendrickson	416829	453-454	\$391.51	\$195.75	50% allocated to Ernie Blake Road
1/17/2022	Short Elliot Hendrickson	419578	455-456	\$185.77	\$92.89	50% allocated to Ernie Blake Road
1/29/2022	Short Elliot Hendrickson	420326	457-458	\$217.23	\$108.61	50% allocated to Ernie Blake Road
3/10/2022	Short Elliot Hendrickson	422342	459-460	\$185.77	\$92.88	50% allocated to Ernie Blake Road
7/20/2019	Snakedance Condos	GUEST FOLIO 13747	461	\$249.57	\$249.57	
9/10/2019	TSV Internal Charge	IN31086	462	\$57.13	\$57.13	
5/31/2020	TSV Labor Reallocation	Labor Reallocation Summar	463	\$1,404.00	\$1,404.00	
6/30/2020	TSV Labor Reallocation	Labor Reallocation Summar	464	\$2,204.28	\$2,204.28	
7/31/2020	TSV Labor Reallocation	Labor Reallocation Summar	465	\$2,597.40	\$2,597.40	
9/30/2020	TSV Labor Reallocation	Labor Reallocation Summar	466	\$4,291.00	\$4,291.00	
6/16/2017	Vigil's Asphalt & Gravel	1218	467	\$40,975.19	\$1,000.00	Reallocate fill dirt removed from Strawberry Hill and used for EBR
8/12/2019	Vigil's Asphalt & Gravel	1505	468	\$1,311.00	\$1,311.00	
9/9/2019	Vigil's Asphalt & Gravel	1518	469	\$11,471.25	\$11,471.25	

Invoice Date	Vendor	Invoice Number	PDF Page Number	Total Invoice Amount	Eligible Amount	Developer Comment
10/10/2019	Vigil's Asphalt & Gravel	1542	470	\$2,185.00	\$2,185.00	
11/20/2019	Vigil's Asphalt & Gravel	1566	471	\$8,740.00	\$8,740.00	
1/1/2018	Wagner Equipment	4022023	472	\$21,263.50	\$4,252.70	allocate 20% of monthly equipment rental
1/1/2018	Wagner Equipment	4022023	472	\$21,263.50	\$4,252.70	allocate 20% of monthly equipment rental
1/1/2018	Wagner Equipment	4023690	473-474	\$2,233.31	\$446.66	allocate 20% of monthly equipment rental
Project Interest - Calculated from date of completion				\$385,733.19		See calculation below
Total				\$4,068,221.98		

Ernie Blake Road - Completed 11/4/2022						
	Total Project	Interest Rate	Days in Period	Total Interest		
Q4 2022 Interest (Completion date thru 12/31/2022)	\$ 3,682,488.79	3.88%	24	\$ 9,394.89		
Q1 2023 Interest (1/1/2023-3/31/2023)	\$ 3,682,488.79	4.79%	90	\$ 43,493.72		
Q2 2023 Interest (4/1/2023-6/30/2023)	\$ 3,682,488.79	4.79%	91	\$ 43,976.99		
Q3 2023 Interest (7/1/2023-9/30/2023)	\$ 3,779,354.39	4.86%	92	\$ 46,296.57		
Q4 2023 Interest (10/1/2023-12/31/2023)	\$ 3,779,354.39	4.86%	92	\$ 46,296.57		
Q1 2024 Interest (1/1/2024-3/31/2024)	\$ 3,779,354.39	4.95%	91	\$ 46,641.37		
Q2 2024 Interest (4/1/2024-6/30/2024)	\$ 3,779,354.39	4.95%	91	\$ 46,641.37		
Q3 2024 Interest (7/1/2024-9/30/2024)	\$ 3,965,230.28	5.48%	92	\$ 54,770.15		
Q4 2024 Interest (10/1/2024-12/20/2024)	\$ 3,965,230.28	5.48%	81	\$ 48,221.55		
Total				\$ 385,733.19		

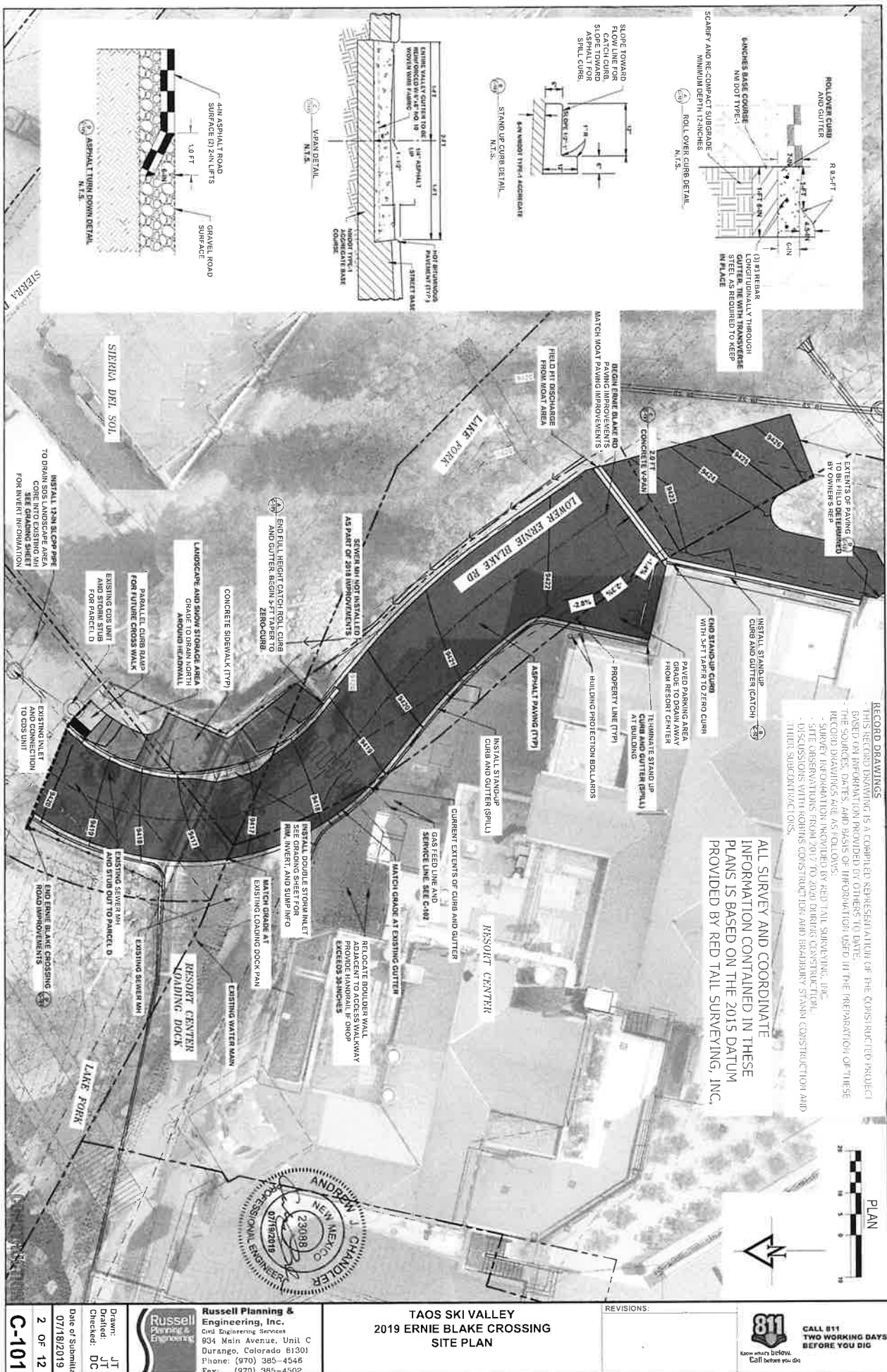
**DEDICATION TO VILLAGE OF PUBLIC INFRASTRUCTURE AND IMPROVEMENTS TO
ERNIE BLAKE AND THUNDERBIRD ROADS AND THEIR RESPECTIVE CROSSINGS**

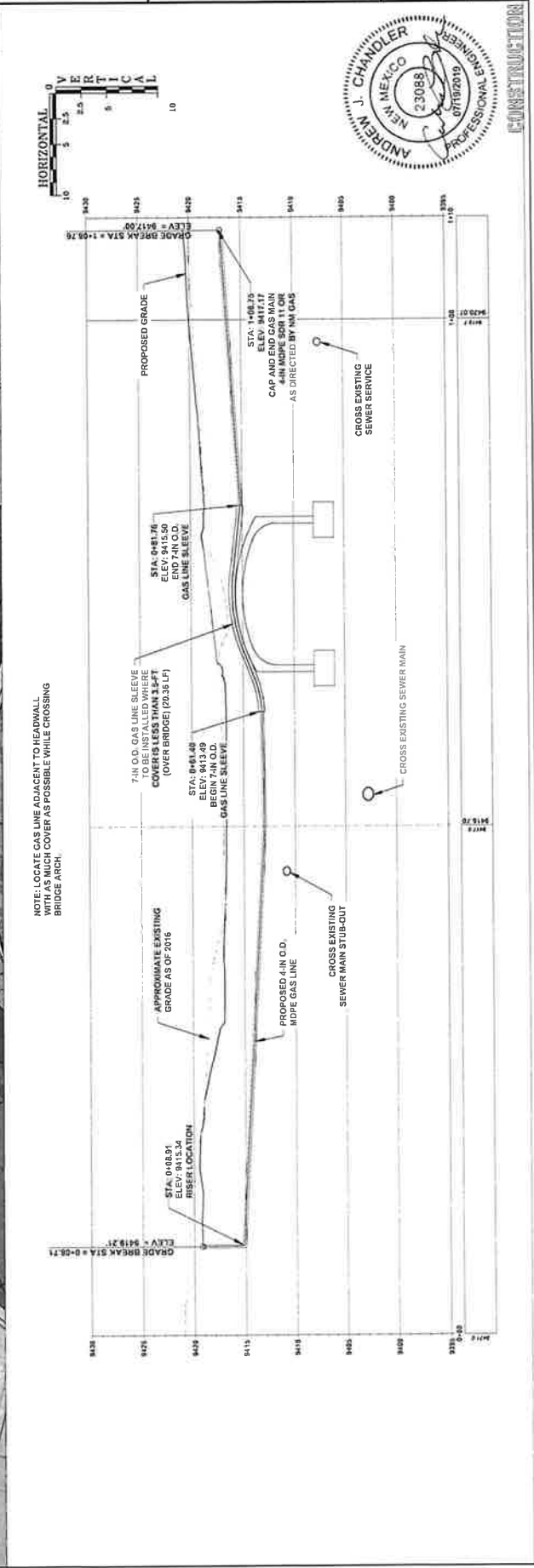
12/20/24

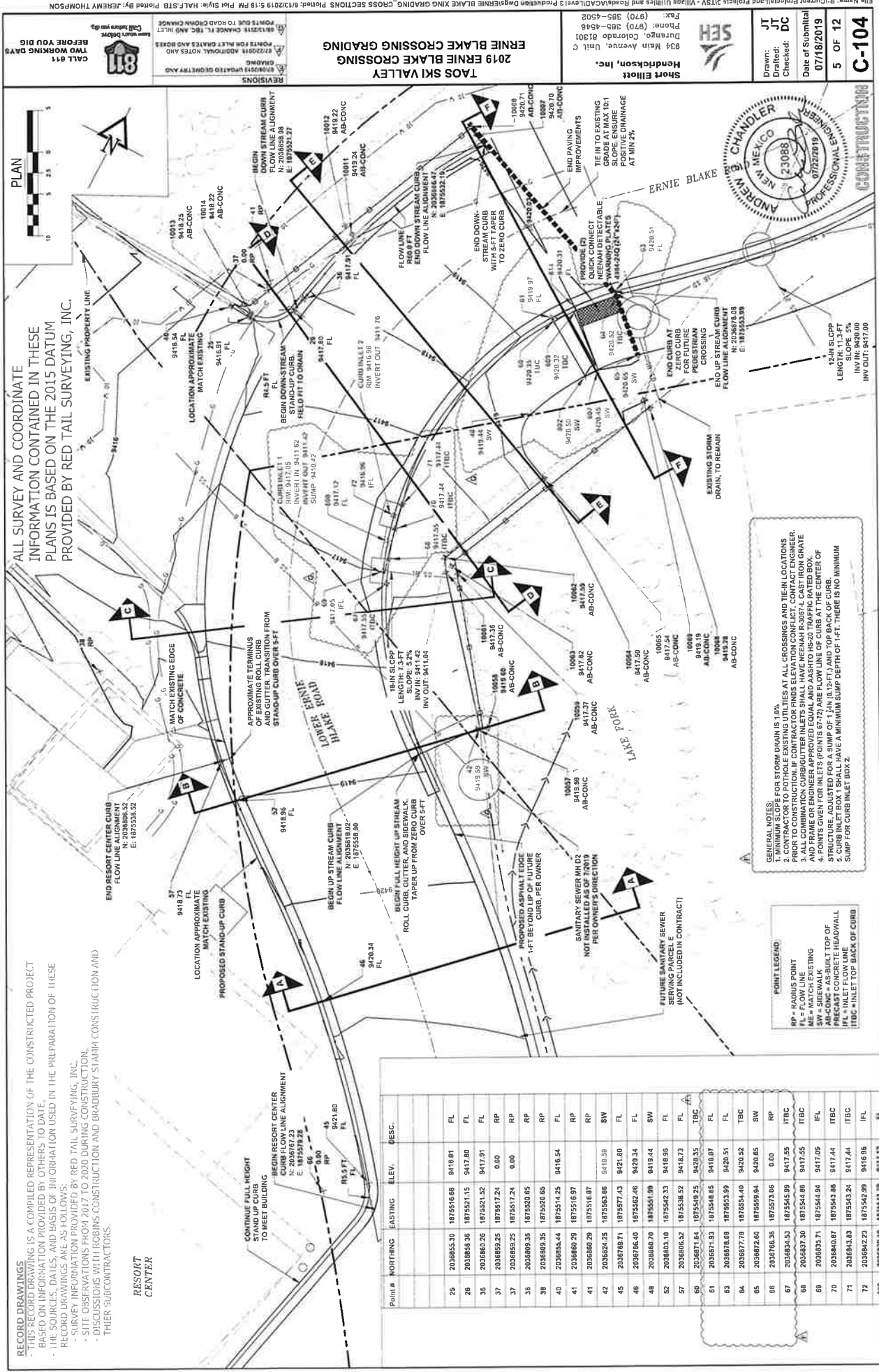
EXHIBIT B

ENGINEERED PLANS/AS-BUILT DRAWINGS

ERNIE BLAKE ROAD CROSSING







RECORD DRAWINGS

- THIS RECORD DRAWING IS A COMPILED REPRESENTATION OF THE CONSTRUCTED PROJECT BASED ON INFORMATION PROVIDED BY OTHERS TO DATE.
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- SITE OBSERVATIONS FROM 2017 TO 2020 DURING CONSTRUCTION.
- DISCUSSIONS WITH ROBINS CONSTRUCTION AND GRADUARY STARR CONSTRUCTION AND THEIR SUBCONTRACTORS.

RESORT
CENTER

Point #	NORTHING	EASTING	ELEV.	DESC.
25	2038552.30	1875516.68	9416.81	FL
26	2038548.36	1875521.15	9417.80	FL
35	2038540.26	1875521.52	9417.91	FL
37	2038530.25	1875517.24	0.00	RP
37	2038530.25	1875517.24	0.00	RP
38	2038530.25	1875520.85	0.00	RP
38	2038530.25	1875520.85	0.00	RP
40	2038535.44	1875514.25	9416.54	FL
41	2038560.29	1875516.97	0.00	RP
41	2038560.29	1875516.97	0.00	RP
42	2038562.25	1875563.86	9418.59	SW
45	2038576.71	1875577.43	9421.80	FL
46	2038576.40	1875562.46	9420.34	FL
48	2038580.70	1875561.99	9419.44	SW
52	2038603.10	1875542.33	9418.98	FL
57	2038606.52	1875538.52	9418.73	FL
60	2038611.64	1875540.25	9420.35	TBC
61	2038671.93	1875548.85	9418.97	FL
63	2038678.08	1875553.99	9420.51	FL
64	2038677.78	1875554.40	9420.52	TBC
65	2038672.60	1875559.94	9420.65	SW
66	2038673.35	1875573.06	0.00	RP
67	2038684.53	1875573.06	0.00	RP
68	2038687.30	1875544.88	9417.55	ITBC
69	2038683.71	1875544.84	9417.05	ITBC
70	2038680.87	1875543.88	9417.44	ITBC
71	2038684.33	1875543.24	9417.44	ITBC
72	2038682.23	1875542.99	9416.96	FL
800	2038689.19	1875543.19	9417.12	FL

POINT LEGEND

- RP = RADIUS POINT
- FL = FLOW LINE
- MB = MATCH EXISTING
- AB-CONC = AS-BUILT TOP OF PRECAST CONCRETE HEADWALL
- ITBC = INLET TOP BACK OF CURB
- ITBC = INLET TOP BACK OF CURB

GENERAL NOTES:

1. MINIMUM SLOPE FOR STORM DRAIN IS 1.0%.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AT ALL CROSSINGS AND TIE-IN LOCATIONS.
3. ALL COMBINATION CURB/GUTTER INLETS SHALL HAVE A MINIMUM 1.0% SLOPE FROM GRADE TO THE CENTER OF THE CURB.
4. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SLOPE OF 1.0% FROM GRADE TO THE CENTER OF THE CURB.
5. CURB INLET BOX 1 SHALL HAVE A MINIMUM SUMP DEPTH OF 1-FT. THERE IS NO MINIMUM SUMP FOR CURB INLET BOX 2.

FILE NAME: R:\Current\Projects\2019\2019-05-18 PM PLOT STYLE: HALL-5TB PLOTTED BY: JEREMY THOMPSON

811 CALL BEFORE YOU DIG

REVISIONS

2019 ERNIE BLAKE CROSSING GRADING

TAOS SKI VALLEY

Handrickson, Inc.

Short Elliott

Drawn: JT

Checked: DC

Date of Submittal: 07/18/2019

5 OF 12

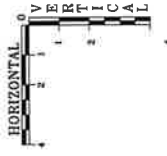
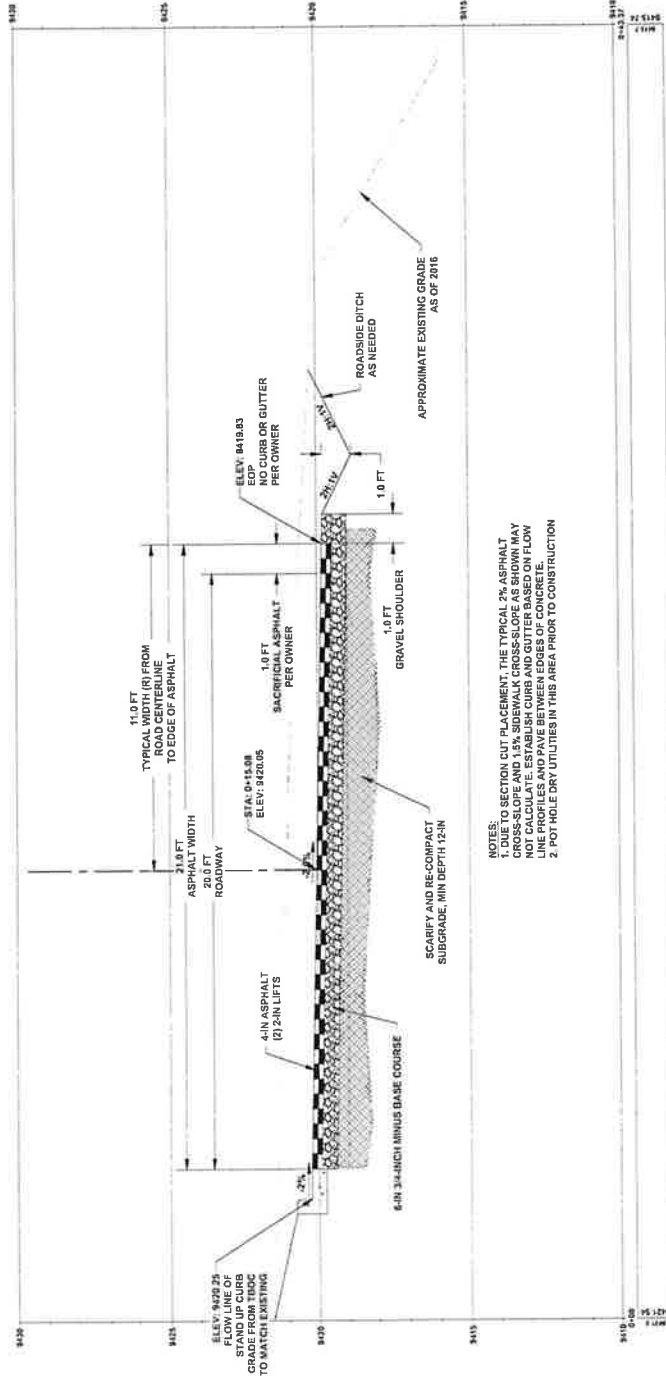
C-104

RECORD DRAWINGS

- THIS RECORD DRAWING IS A CORPILED REPRESENTATION OF THE CONSTRUCTED PROJECT BASED ON INFORMATION PROVIDED BY OTHERS TO DATE.
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- DISCUSSIONS WITH ROBINS CONSTRUCTION AND BRADBURY STAMM CONSTRUCTION AND THEIR SUBCONTRACTORS.

ALL SURVEY AND COORDINATE INFORMATION CONTAINED IN THESE PLANS IS BASED ON THE 2015 DATUM PROVIDED BY RED TAIL SURVEYING, INC.

SECTION A-A



CALL 811
BEFORE YOU DIG
811
CHARTERED BY THE STATE OF COLORADO
CHARTERED BY THE STATE OF COLORADO

SECTION A
TAOS SKI VALLEY
2019 ERNIE BLAKE CROSSING

Russell Planning & Engineering, Inc.
Civil Engineering Services
904 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 385-4546
Fax: (970) 385-4502

Drawn: JT
Tracked: JT
Checked: DC

Date of Submittal
07/18/2019

6 OF 12
C-105



CONSTRUCTION

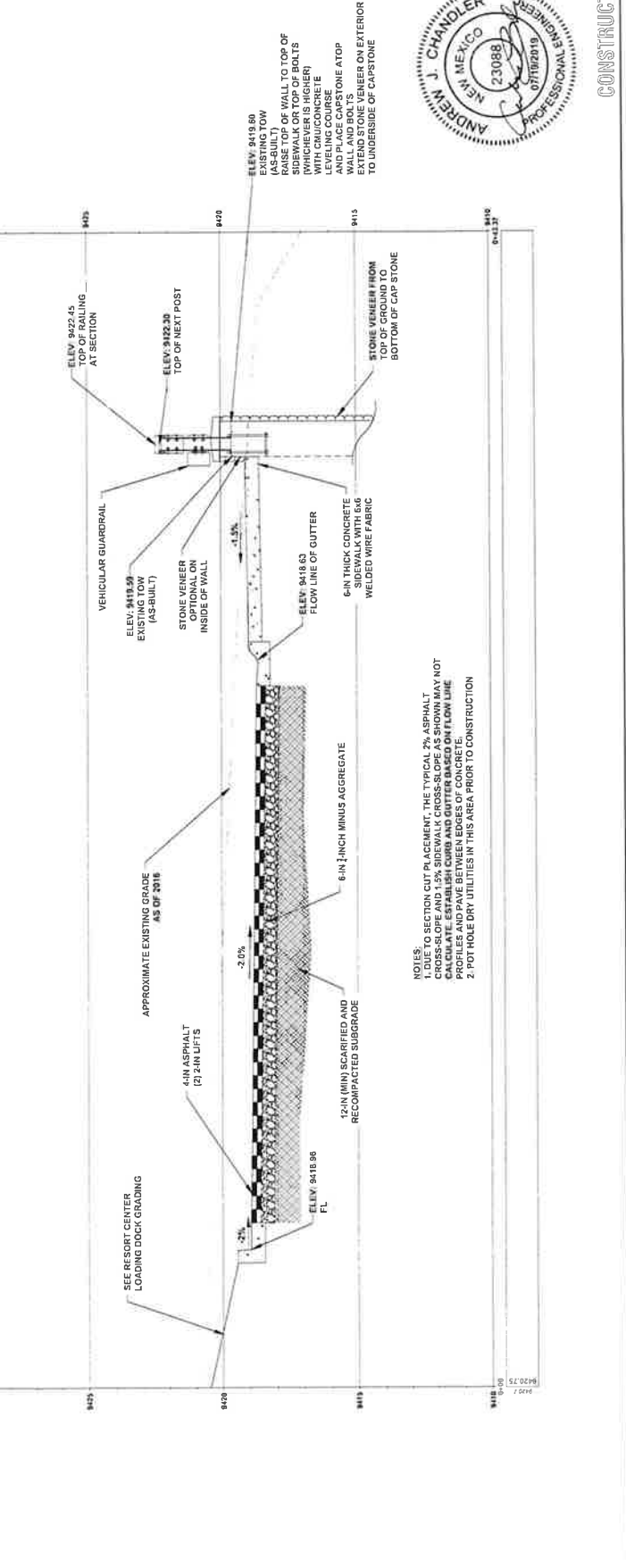
SECTION D-D



1. GUARDRAIL HEIGHTS SHALL BE ADJUSTED ONLY AFTER INSTALLATION OF ALL CURB, GUTTER, AND SIDEWALK.

SECTION B-B

4. FINAL VEHICULAR GUARDRAIL HEIGHTS SHALL BE 25-31" ABOVE ADJACENT GRADE, TO TOP OF RAIL.
5. FINAL HANDRAIL HEIGHTS SHALL BE 36-47" ABOVE ADJACENT GRADE TO TOP OF RAIL.
6. WALL FINISHING MAY BE ACCOMPISHED WITH CONCRETE LEVELING COURSE OR GUNL.

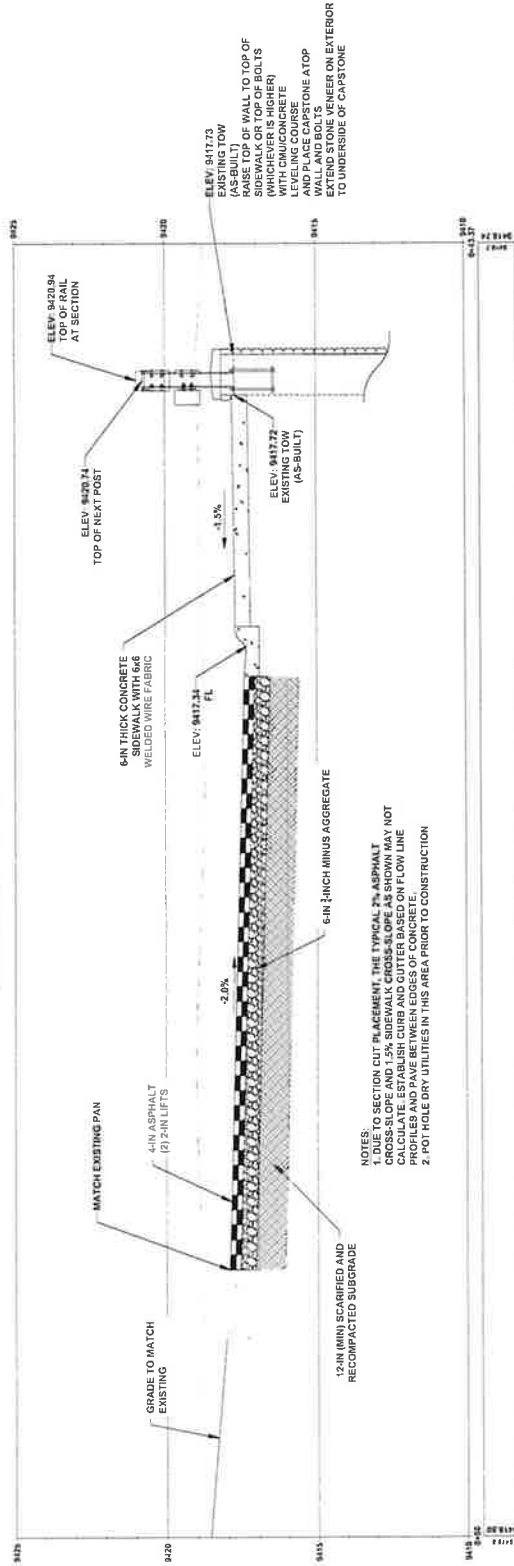


THIS RECORD DRAWING IS A COMPILED REPRESENTATION OF THE CONSTRUCTED PROJECT BASED ON INFORMATION PROVIDED BY OTHERS TO DATE.

THE SOURCES, DATES, AND BASIS OF INFORMATION USED IN THE PREPARATION OF THESE RECORD DRAWINGS ARE AS FOLLOWS:

- SURVEY INFORMATION PROVIDED BY REP TAIL SURVEYING, INC.
- SITE OBSERVATIONS FROM 2017 TO 2020 DURING CONSTRUCTION.
- DISCUSSIONS WITH ROUMBS CONSTRUCTION AND BRADBURY STAMM CONSTRUCTION AND THEIR SUBCONTRACTORS.

SECTION C-C



NOTES:
1. DUE TO SECTION CUT PLACEMENT, THE TYPICAL 2% ASPHALT CROSS-SLOPE AND 1.5% SIDEWALK CROSS-SLOPE AS SHOWN MAY NOT CALCULATE. ESTABLISH CURB AND GUTTER BASED ON FLOW LINE PROFILES AND PAVE BETWEEN EDGES OF CONCRETE.
2. POT HOLE DRY UTILITIES IN THIS AREA PRIOR TO CONSTRUCTION

GUARDRAIL AND HANDRAIL NOTES:

1. GUARDRAIL AND HANDRAIL HEIGHTS ARE APPROXIMATE AND GIVEN FOR SCHEMATIC PURPOSES ONLY.
2. SEE GUARDRAIL AND HANDRAIL DETAIL FOR CONSTRUCTION AND FINISHES, AND THE FOLLOWING:

UPSTREAM GUARDRAIL: FROM FLOW LINE OF STANDUP CURB

DOWNSTREAM GUARDRAIL: FROM BACK OF SIDEWALK ADJACENT TO WALL

UPSTREAM HANDRAIL: FROM BACK OF SIDEWALK ADJACENT TO WALL

DOWNSTREAM HANDRAIL: FROM BACK OF SIDEWALK ADJACENT TO WALL

3. FINAL VERTICAL GUARDRAIL HEIGHTS SHALL BE 25-31" ABOVE ADJACENT GRADE, TO TOP OF RAIL.
4. FINAL VERTICAL HANDRAIL HEIGHTS SHALL BE 38-40" ABOVE ADJACENT GRADE TO TOP OF RAIL.
5. SEE GUARDRAIL AND HANDRAIL DETAIL FOR CONSTRUCTION AND FINISHES, AND THE FOLLOWING:
6. SEE GUARDRAIL MODIFICATION DETAIL ON C-109.
7. SEE GUARDRAIL MODIFICATION DETAIL ON C-109.

TAOS SKI VALLEY
2019 ERNIE BLAKE CROSSING
SECTION C

811
CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
Know what's below
Call before you dig

Russell Planning & Engineering, Inc.
Civil Engineering Services
834 Main Avenue, Unit 1
Durango, Colorado 81301
Phone: (970) 385-4546
Fax: (970) 385-4503

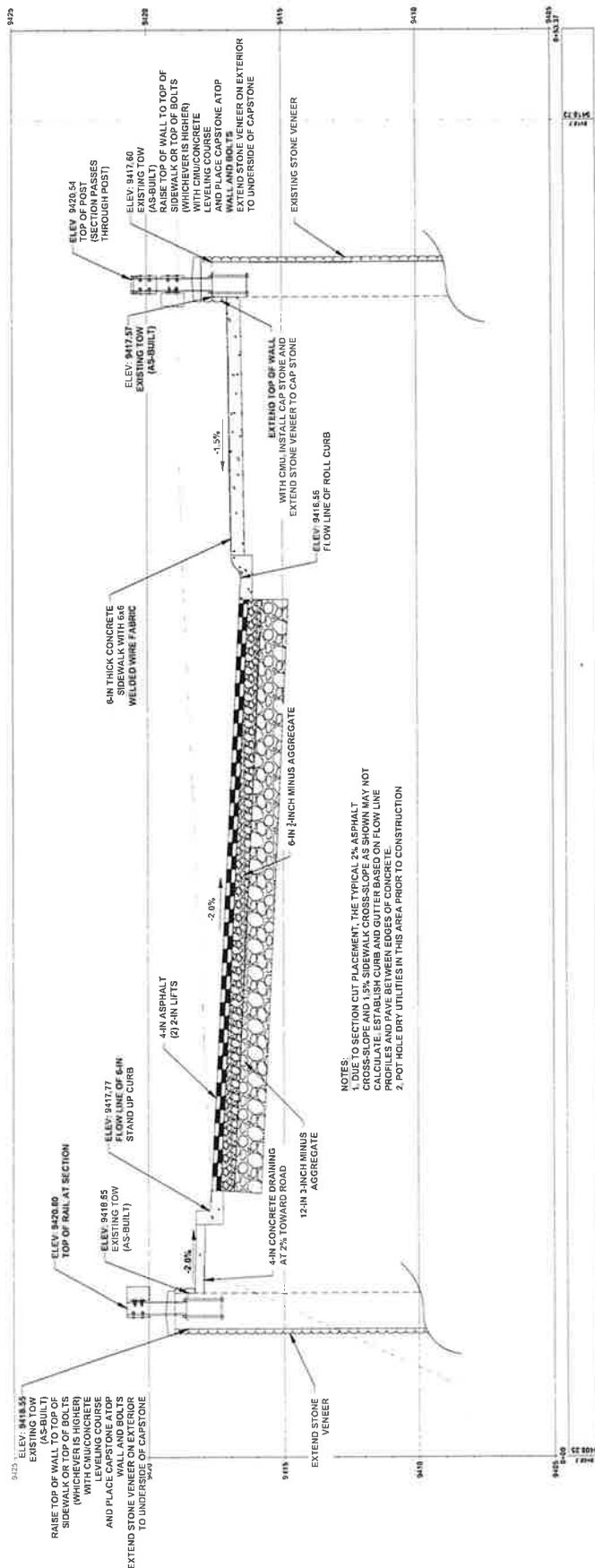
Drawn: JT	Date of Submission 07/18/2019	8 OF 12	C-107
Drafted: JT			
Checked: DC			

CONSTRUCTION

File Name: R:\current projects\and project 315v - Village utilities and roads\ACAD\level 3 production dwg\MERNIE BLAKE KING GRADING_CROSS SECTIONS Plotted: 7/19/2019 5:45 PM Plot style: HALF.STB Plotted by: JEREMY THOMPSON

TAOS SKI VALLEY
2019 ERNIE BLAKE CROSSING
SECTION D

GUARDRAIL AND HANDRAIL NOTES:
1. GUARDRAIL AND HANDRAIL HEIGHTS ARE APPROXIMATE AND GIVEN FOR SCHEMATIC PURPOSES ONLY. EXACT HEIGHTS SHALL BE DETERMINED BY THE DESIGNER AND SHALL BE AS FOLLOWS:
2. DOWNSTREAM GUARDRAIL: FROM FLOW LINE OF STANDING CURB TO TOP OF GUARDRAIL SHALL BE 25-31".
3. DOWNSTREAM GUARDRAIL: FROM BACK OF SIDEWALK ADJACENT TO WALL TO TOP OF GUARDRAIL SHALL BE 25-31".
4. FINAL VERTICAL GUARDRAIL HEIGHTS SHALL BE 25-31" ABOVE ADJACENT GRADE TO TOP OF RAIL.
5. FINAL HANDRAIL HEIGHTS SHALL BE 30-42" ABOVE ADJACENT GRADE TO TOP OF RAIL.
6. SEE GUARDRAIL AND HANDRAIL DETAIL ON SHEET 10 FOR CONCRETE LEVELING COURSE ON RAIL.
7. SEE GUARDRAIL MODIFICATION DETAIL ON C-168.



NOTES:
1. DUE TO SECTION CUT PLACEMENT, THE TYPICAL 2% ASPHALT CROSS-SLOPE AND 1.5% SIDEWALK CROSS-SLOPE AS SHOWN MAY NOT CALCULATE. ESTABLISH CURB AND GUTTER BASED ON FLOW LINE PROFILES AND PAVE BETWEEN EDGES OF CONCRETE.
2. POT HOLE DRY UTILITIES IN THIS AREA PRIOR TO CONSTRUCTION

Drawn: JT
Drafted: JT
Checked: DC

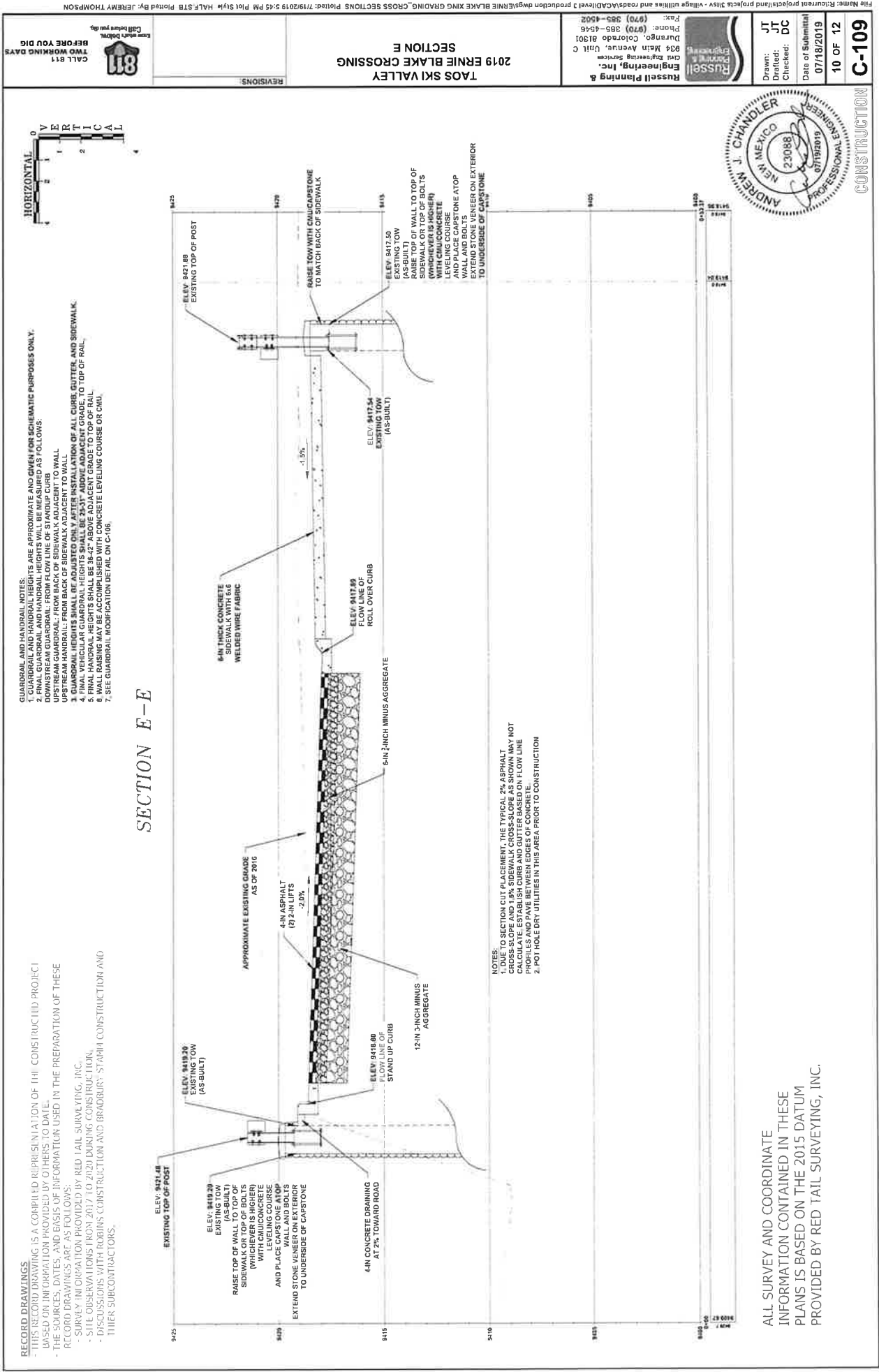
Date of Submission
07/18/2019

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C-108



NUTRITION



THIS RECORD DRAWING IS A COMPILLED REPRESENTATION OF THE CONSTRUCTED PROJECT BASED ON INFORMATION PROVIDED BY OTHERS TO DATE.

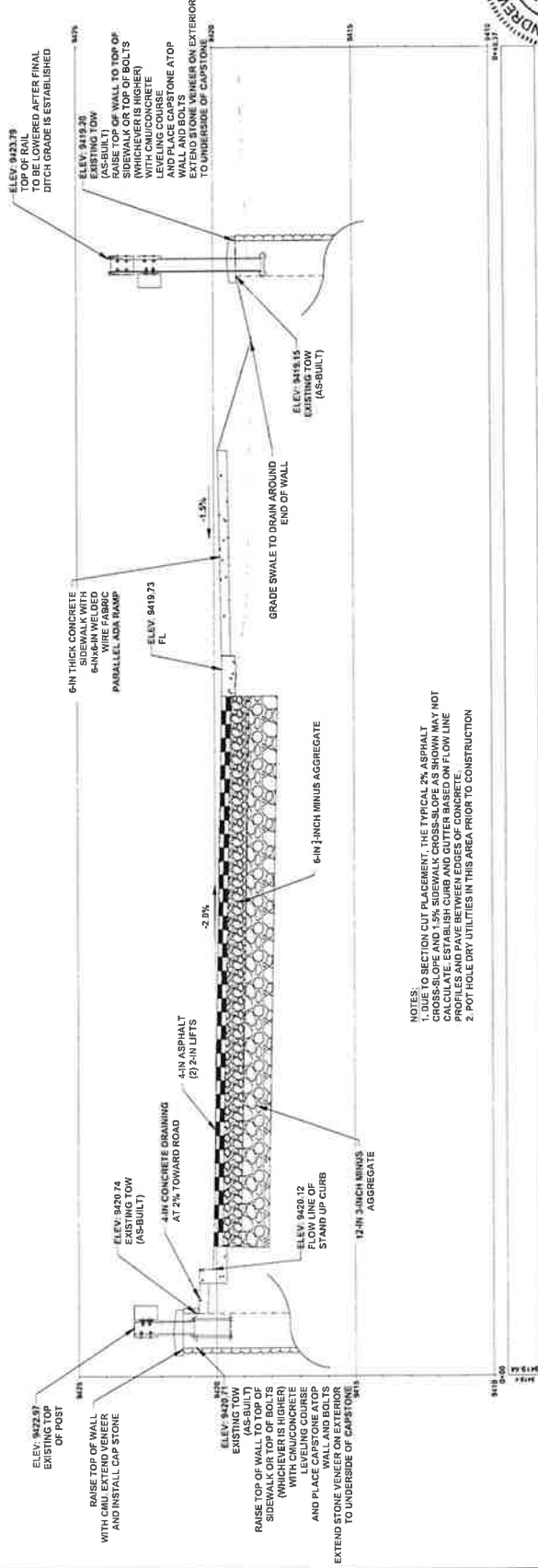
THE SOURCES, DATES, AND BASIS OF INFORMATION USED IN THE PREPARATION OF THESE RECORD DRAWINGS ARE AS FOLLOWS:

- SURVEY INFORMATION PROVIDED BY RD2 TAIL SURVEYING, INC.
- SITE OBSERVATIONS FROM 2017 TO 2020 DURING CONSTRUCTION.
- DISCUSSIONS WITH ROBINS CONSTRUCTION AND BRADBURY STAMM CONSTRUCTION AND THEIR SUBCONTRACTORS.

SECTION F-F

1. GUARDRAIL AND HANDRAIL HEIGHTS ARE APPROXIMATE AND GIVEN FOR SCHEMATIC PURPOSES ONLY.

2. FINAL GUARDRAIL AND HANDRAIL HEIGHTS WILL BE MEASURED AS FOLLOWS:
3. DOWNSTREAM GUARDRAIL: FROM FLOW LINE OF STANDUP CURB
4. UPSTREAM GUARDRAIL: FROM BACK OF SIDEWALK ADJACENT TO WALL
5. UPSTREAM HANDRAIL: FROM BACK OF SIDEWALK ADJACENT TO WALL
6. GUARDRAIL HEIGHTS SHALL BE ADJUSTED UPON FINAL INSTALLATION OF ALL CURB, GUTTER, AND SIDEWALK.
7. FINAL VEHICULAR GUARDRAIL HEIGHTS SHALL BE 55" ABOVE AVERAGE FINISH TO TOP OF RAIL.
8. FINAL HANDRAIL HEIGHTS SHALL BE 42" ABOVE AVERAGE FINISH TO TOP OF RAIL.
9. WALL RAISING MAY BE ACCOMPANIED WITH CONCRETE LEVELING COURSE OR CMU.
10. SEE GUARDRAIL MODIFICATION DETAIL ON C-104.



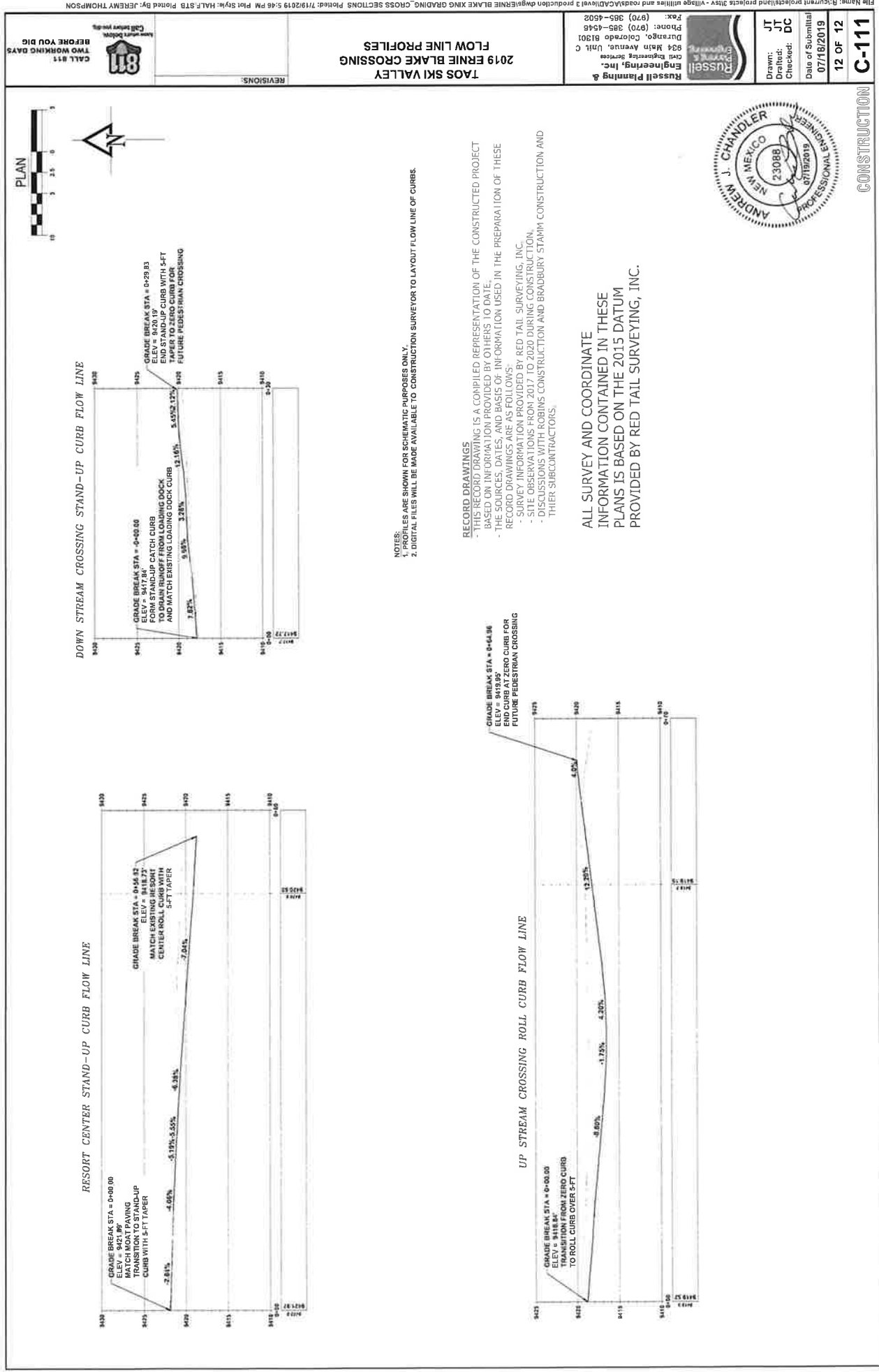
NOTES:
1. DUE TO SECTION CUT PLACEMENT, THE TYPICAL 2% ASPHALT CROSS-SLOPE AND 1.5% SIDEWALK CROSS-SLOPE AS SHOWN MAY NOT CALCULATE. ESTABLISH CURB AND GUTTER BASED ON FLOW LINE PROFILES AND PAVE BETWEEN EDGES OF CONCRETE.
2. POT HOLE DRY UTILITIES IN THIS AREA PRIOR TO CONSTRUCTION

Russell Planning & Engineering, Inc.
Civil Engineering Services
834 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 385-4546
Fax: (970) 385-4502

Date of Submission	07/18/2019
	11 OF 12

CONSTRUCTION

C-110



**DEDICATION TO VILLAGE OF PUBLIC INFRASTRUCTURE AND IMPROVEMENTS TO
ERNIE BLAKE AND THUNDERBIRD ROADS AND THEIR RESPECTIVE CROSSINGS**

12/20/24

EXHIBIT C

ENGINEERED PLANS/AS-BUILT DRAWINGS

ERNIE BLAKE AND THUNDERBIRD ROADS

LEGEND



General Notes:

- 1) These plans, the proposed specifications, the United States Army Corps of Engineers (ACE) requirements, Village of Two Ski Valley (VTSV), the New Mexico Standard Specifications for Public Works Construction and the New Mexico Department of Transportation (NDOT), including details and technical specifications shall be submitted to the ACE and VTSV for review and approval prior to this project. When conflicts arise, the most stringent shall prevail followed by the governing documents in the above order of priority. Field conditions may exist that require changes in drawings if such conditions are encountered, the governing documents shall prevail in the above order of priority.
- 2) The contractor is responsible for obtaining all required permits prior to the commencement of any work on the project/contact the Village of Two Ski Valley at 755-770-0288
- 3) An Excavation Permit for Work in the Public Rights shall be obtained prior to commencement of work within the public right-of-way (ROW)
- 4) the contractor shall be responsible for notifying the owner/distributor of any problems in conformity to the approved plans for any element of the proposed improvements prior to its construction.
- 5) Two Ski Valley (TSV) or it's designated representative shall be responsible during construction activities to resolve construction problems due to changed conditions or design errors encountered by the contractor during the construction of the project. The contractor shall notify the TSV at 755-770-0288.
- 6) TSV or the owner to the approved plans indicate significant changes to the character of the work or to future construction public or private improvements, the contractor shall be responsible for notification and approval of the owner prior to any improvements not further construction related to that portion of the work and improvements not constructed in accordance with the approved plans or the approved revised plans, shall be removed and the improvements shall be reconstructed according to the approved plans
- 7) The contractor shall contact the appropriate agencies for location of underground gas, electric, telephone, communication, water and sewer utilities at least 48 hours prior to commencement of construction
- 8) The contractor shall be responsible for providing a copy of RECORD DRAWINGS to the ACE, VTSV, U.S.P.N. and Engineer prior to final acceptance of work
- 9) The contractor shall notify the appropriate parties at least 48 hours prior to the start of construction

Sheet Number	Sheet Title
C-90C	COVER SHEET
C-90D	GENERAL NOTES
C-101	EXISTING CONDITIONS
C-102	REMOVAL PLAN
C-103	OVERALL SITE PLAN
C-104	WET UTILITY PLAN
C-105A	DRY UTILITY PLAN - THUNDERBOLT ROAD
C-105B	DRY UTILITY PLAN - LANE BLAKE ROAD
C-107A	SHADING AND STRENGTH PLAN
C-107B	OVERALL GRADING AND DRAINAGE PLAN
C-109	LANDSCAPE SITE PLAN
C-110B	ALPINE VILAGE SITES GRADING PLAN
C-111A	LOWMOUNTAIN CREEK AND DROP OFF GRADING PLAN
C-117	SPRING STRUCTURE GRADING PLAN
C-118	TERRY SPORTS GRADING PLAN
C-119	PEDESTRIAN TRAIL INTERSECTION CROSSING GRADING PLAN
C-124	LUIS WALK GRADING PLAN
C-125	LANE FORK AND TOWN COTTAGE GRADING PLAN
C-127	POWDERHORN GRADING PLAN 1
C-128	POWDERHORN GRADING PLAN 2
C-201	ERNIE BLAKE AND TWYNNING INTERSECTION GRADING PLAN
C-202	THUNDERBOLT ROAD PLAN AND PROFILE 1 - STA 6+00 TO 5+00
C-203	ERNIE BLAKE ROAD PLAN AND PROFILE 1 - STA 6+00 TO 7+00
C-204	ERNIE BLAKE ROAD PLAN AND PROFILE 3 - STA 1+00 TO 9+50
C-205	ROAD PLAN AND PROFILE 4 - LOWE KENNEL BLAKE ROAD
C-206B	ROAD PLAN AND PROFILE 5 - LARK FORK ROAD
C-207	ROAD PLAN AND PROFILE 6 - SIFRAHAT FLOE DRIVEWAY
C-208	THUNDERBOLT ROAD AND ARMADILLO PARKING LOT FLOWLINE PROFILE 1
C-209	THUNDERBOLT ROAD AND ARMADILLO PARKING LOT FLOWLINE PROFILE 2
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C-211	WEST INTERSECTION FLOWLINE PROFILE
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C-213	ERNIE BLAKE ROAD AND TWYNNING ROAD FLOWLINE PROFILE
C-214	LANE BLAKE ROAD AND LARK FORK ROAD FLOWLINE PROFILE
C-215	LOWE BLAKE ROAD - STORM DRAIN PLAN AND PROFILE 1
C-216	THORN BLAKE ROAD - STORM DRAIN PLAN AND PROFILE 2
C-217B	ERNE BLAKE ROAD - STORM DRAIN PLAN AND PROFILE 3
C-218B	ERNE BLAKE ROAD - STORM DRAIN PLAN AND PROFILE 4
C-219B	THUNDERBOLT ROAD - STORM DRAIN PLAN AND PROFILE 1
C-220B	THUNDERBOLT ROAD - STORM DRAIN PLAN AND PROFILE 2
C-221	THUNDERBOLT ROAD - STORM DRAIN PLAN AND PROFILE 3
C-222A	THUNDERBOLT ROAD - GAS PUMP PLAN AND PROFILE 1
C-222B	THUNDERBOLT ROAD - GAS PUMP PLAN AND PROFILE 2
C-223A	THUNDERBOLT ROAD - WALL PLAN AND PROFILE 1
C-223B	THUNDERBOLT ROAD - WALL PLAN AND PROFILE 2
C-501	LANE BLAKE ROAD TYPICAL SECTION
C-502	THUNDERBOLT ROAD TYPICAL SECTION
C-503	ERNIE BLAKE ROAD TYPICAL SECTION
C-504	LOWE BLAKE ROAD TYPICAL SECTION
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811
CALL 811
TWO WORKING DAYS
BEFORE YOU DIG

TAOS SKI VALLEY
THUNDERBIRD ROAD AND ERNIE BLAKE ROAD
COVER SHEET

Short Elliott
Hendrickson, Inc.
934 Bate Avenue, 1st
Floor, Colorado Springs,
Colorado (970) 585-1500
(970) 585-4500

Drawn: MM	Date of Submission 01/29/2020	1 OF 52	C-001C
Drafted: MM			
Checked: DC			



FOR CONSTRUCTION

f) All horizontal dimensions are to the center of pipe

- ### Grading and Drainage Notes:

1) It is the Special Use Permit (SUP) holder's and their contractor's responsibility to provide all needed equipment and other means of dust abatement and control to avoid wind erosion of excavated material and local nuisance dust to neighboring businesses and residents in the village and forest visitors who may find the required destinations.

- (4) Any settlement or soil accumulations beyond the limits of construction, due to grading or erosion shall be repaired immediately by the contractor.
- (5) Any construction debris or mud tracking on adjacent streets, or any other private or public drive shall be removed immediately by the contractor in accordance with the Storm Water Pollution Prevention Plan (SWPPP) and the contractor shall be responsible for the cost of the debris removal. The contractor shall be responsible for the cost of the debris removal if the debris is not removed within 48 hours of written notice by the City or VDOT. When the contractor fails to remove the debris and make a claim against the letter of credit for any cost incurred by the agency.
- (6) Areas being disturbed by the grading shall be revegetated with native vegetation or as approved on the development plan or SWPPP.
- (7) A Storm Water Pollution Prevention Plan (SWPPP) shall be included as part of the construction plan.

b) A Storm Water Pollution Protection Plan (SWPPP) shall be included as part of

5) A Sign Convention

providing a smooth driving surface in this manner, the contractor can asphalt the trench up to the existing roadway surface.

10J) The contractor shall inform the construction observer 24 hours in advance when trench will be ready for compaction tests. The observer shall obtain a geotechnical testing laboratory to perform all required tests. The contractor shall be responsible for the costs of any re-testing required as a result of failed test results. Testing shall be performed on the material and trench

11) Where construction occurs in or across asphalt or concrete pavement, saw cut the pavement for a clean straight edge 6" outside the trench limits to allow clean removal and a good surface for proper patching.

(2) All intervening suits shall be 90% to one another

11) The contractor shall repair or replace any public or private improvements in kind (activity) but not limited to: residential streets; water lines, sewer lines, storm drains, etc., that were removed or damaged during construction.

14) The contractor shall relocate street signs temporarily during construction. When work is completed, signs shall be replaced in original location. Signs shall be replaced as required, including but not limited to, lost, base, metal post, mounting hardware, etc.

15) The contractor shall be responsible for protection of all existing asphalt from construction equipment. Damaged asphalt shall be replaced by the contractor at his expense.

11.) Contractor shall patch all utility crossing and tie in points prior to construction to verify position and depth in order to check for interference with proposed lines. Conflicts shall be addressed before pipe installation.

17) All storm sewer pipe shall be ADS smooth lined corrugated plastic pipe (SICPP) or equivalent approved equivalent. All pipe joints shall be integral bell with a water tight gasket.

19) All new water mains shall be Class 350 Ductile Iron Pipe (DIP) zinc treated, asphalt coated and cement lined. All joints and fitting connections shall be mechanically constructed with Ductile Iron or Cast-iron approved valves.

12) All samfordi sewer mains shall be SDR-11 HDPE.

20. All HDB sanitary sewer connections shall be heat fusion-welded. All pipe to pipe connections of HDB to other pipe material shall be heat fusion welded.

21) Contractor shall video camera all existing sewer lines prior to construction in order to determine locations of all existing sanitary sewer service connections

specifications conflict use the more stringent rating

23) Culture and persons should be *Heaven Industries* in series or original proposed equal

FOR CONSTRUCTION

ALL-USA JOURNAL

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REVISIONS

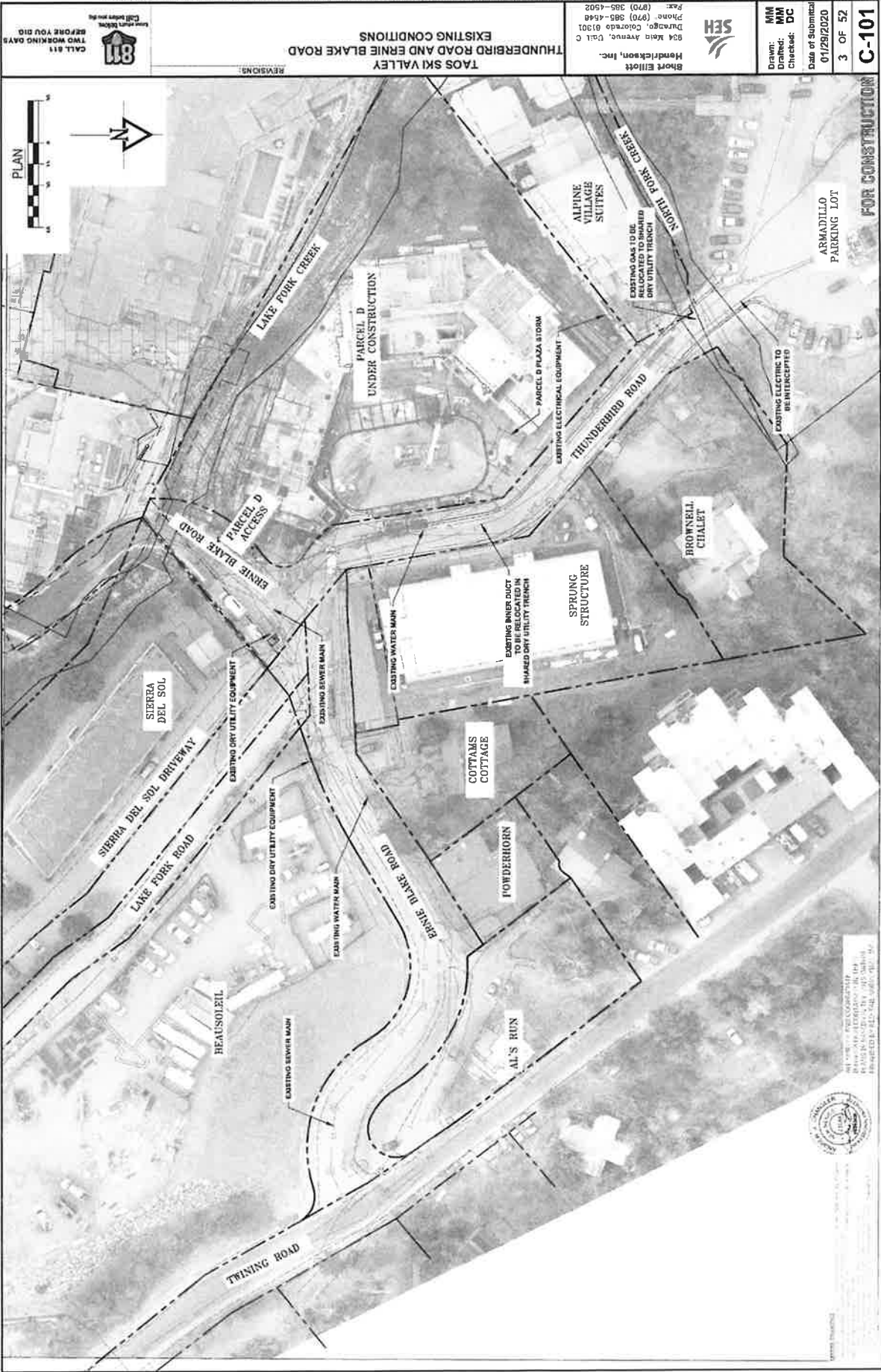
THUNDERBIRD ROAD AND ERNIE BLAKE ROAD
GENERAL NOTES

Short Elliott
Hendrickson, Inc.
334 Main Avenue, Unit 7
Quincy, Colorado 81301
Phone (970) 385-4546
Fax (870) 385-4502



Drawn: MM
Drafted: MM
Checked: DC
Date of Submission: 01/29/2020

2 OF 52
C-002



TAOS SKI VALLEY THUNDERBIRD ROAD AND ERNIE BLAKE ROAD EXISTING CONDITIONS

REVISING

811 CALL 811 TWO WORKING DAYS BEFORE YOU DIG

Call before you dig

Short Elliott Hendrickson, Inc.

604 Main Avenue, Suite C Durango, Colorado 81301

Phone: (970) 385-4848 Fax: (970) 385-4902

Drawn: MM

Drafted: MM

Checked: DC

Date of Submission: 01/28/2020

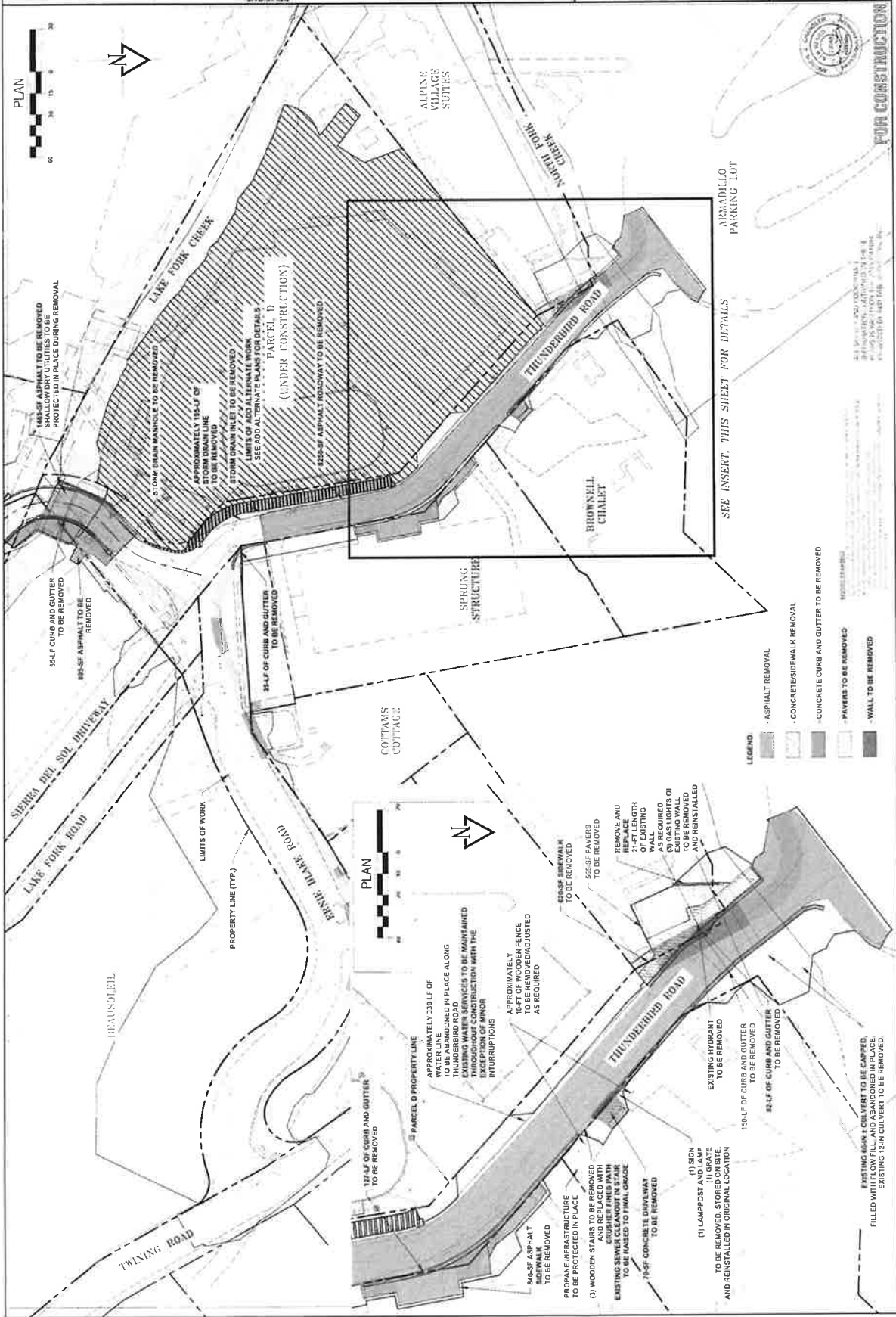
3 OF 52

C-101

FOR CONSTRUCTION

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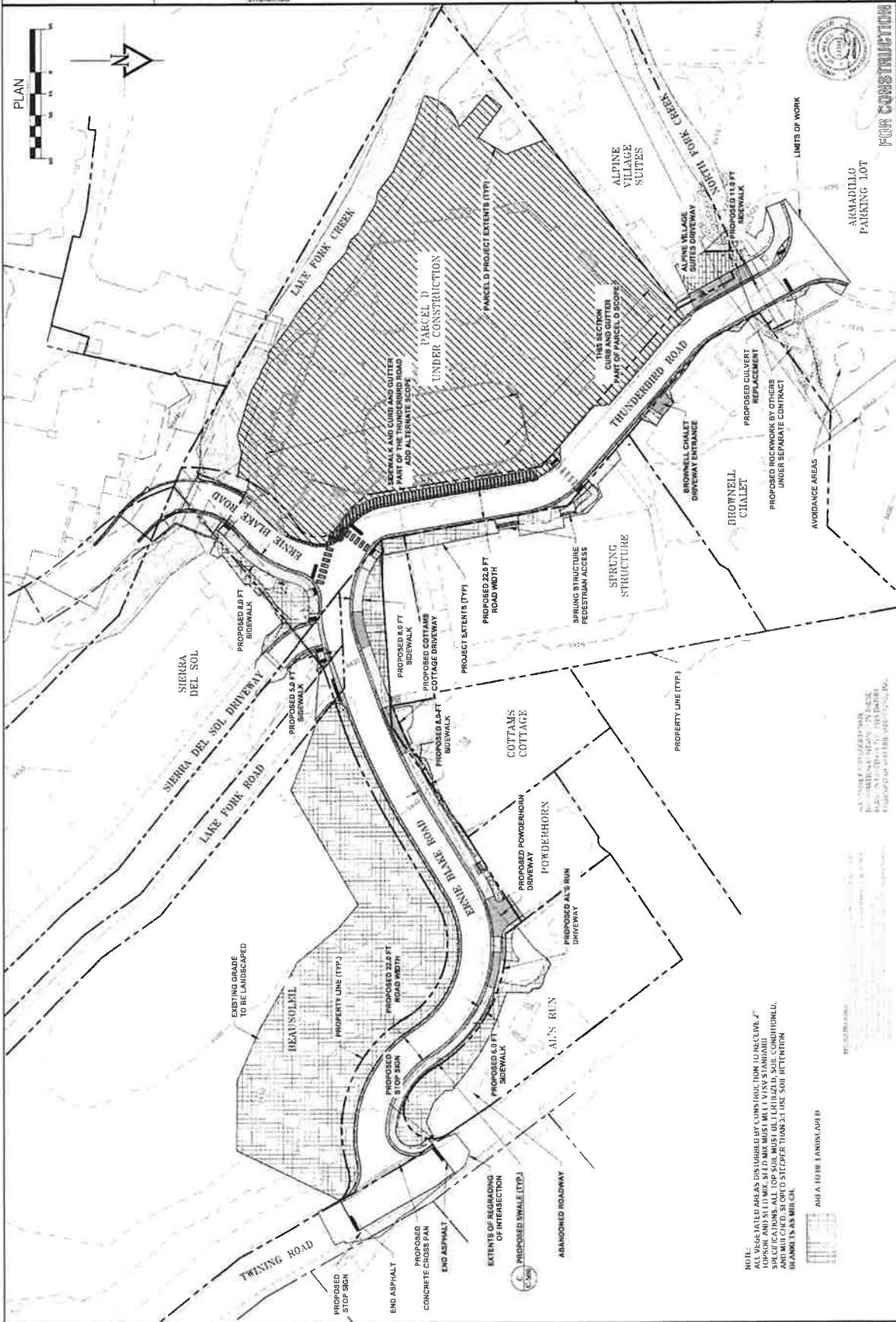


TAOS SKI VALLEY
THUNDERBIRD ROAD AND ERNIE BLAKE ROAD
OVERALL SITE PLAN

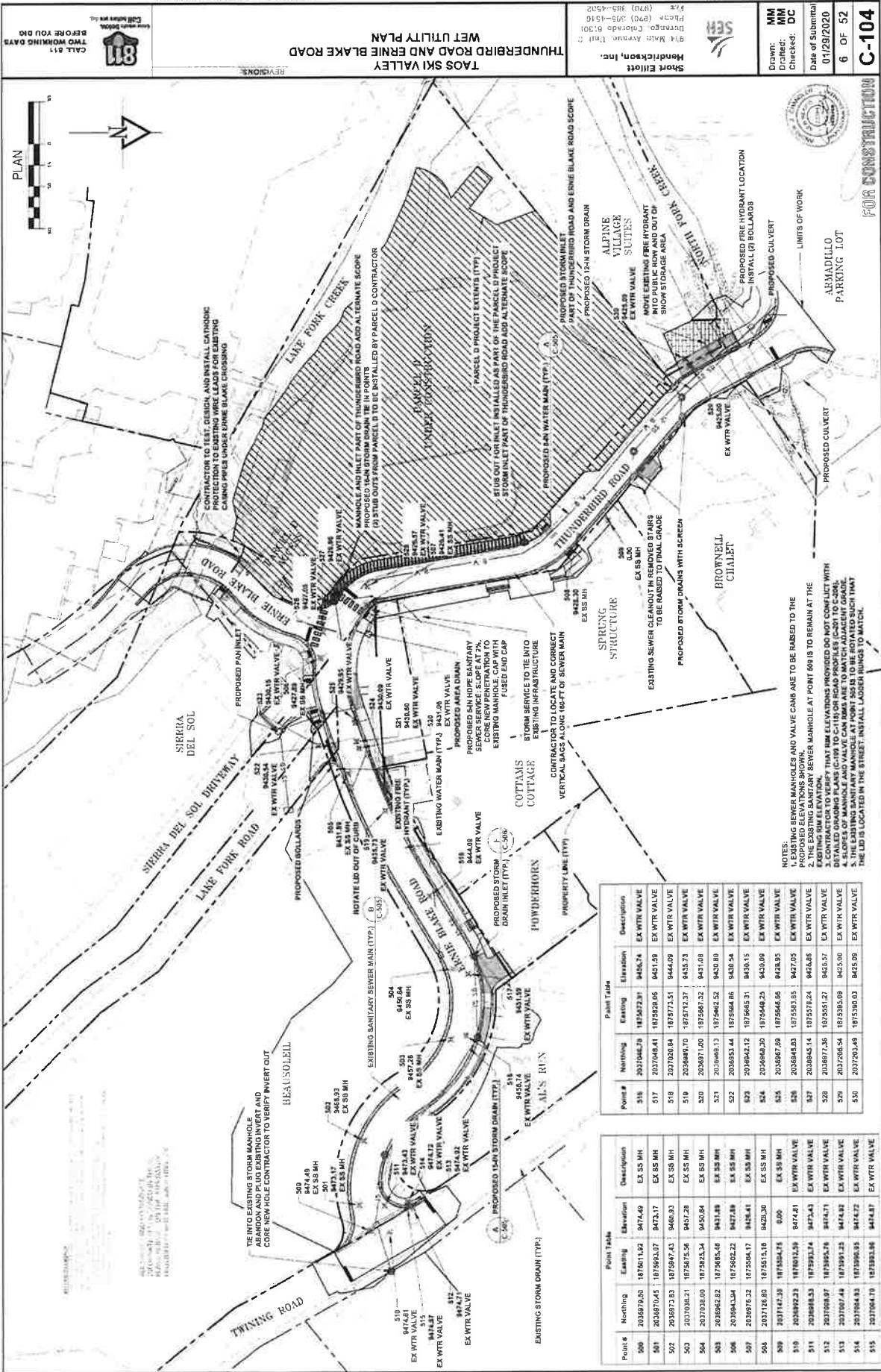
**Short Elliott
Hendrickson, Inc.**
934 Main Avenue, Unit C
Durango, Colorado 81301
Phone (970) 585-4546
Fax (970) 385-4532

Drawn:	MM
Drafted:	MM
Checked:	DC
Date of Submission	01/29/2020
	5 OF 52
	C-103

FOR CONSTRUCTION



NOTE: ALL VEGETATED AREAS DISTURBED BY CONSTRUCTION TO RECEIVE 2" TOPSOIL AND SLOD MIX MUST MEET VLSA STANDARD SPECIFICATIONS. ALL TOP SOIL MUST BE FERTILIZED, SOIL CONDITIONED, AND MULCHED. SLOD MIX MUST BE FERTILIZED, SOIL CONDITIONED, AND MULCHED. SLOD MIX MUST BE FERTILIZED, SOIL CONDITIONED, AND MULCHED. SLOD MIX MUST BE FERTILIZED, SOIL CONDITIONED, AND MULCHED.



TAOS SKI VALLEY
THUNDERBIRD WET UTILITY PLAN

811 CALL BEFORE YOU DIG
811-800-8000

Project: 2020-01-18 PM 10:45 AM
Date: 01/29/2020
By: PAUL THOMAS

Short Elliott
Hendrickson, Inc.

914 Main Avenue, Suite 100
Durango, Colorado 81301
Phone: (970) 385-4502
Fax: (970) 385-4502

Drawn: MM
Checked: DC

Date of Submittal: 01/29/2020

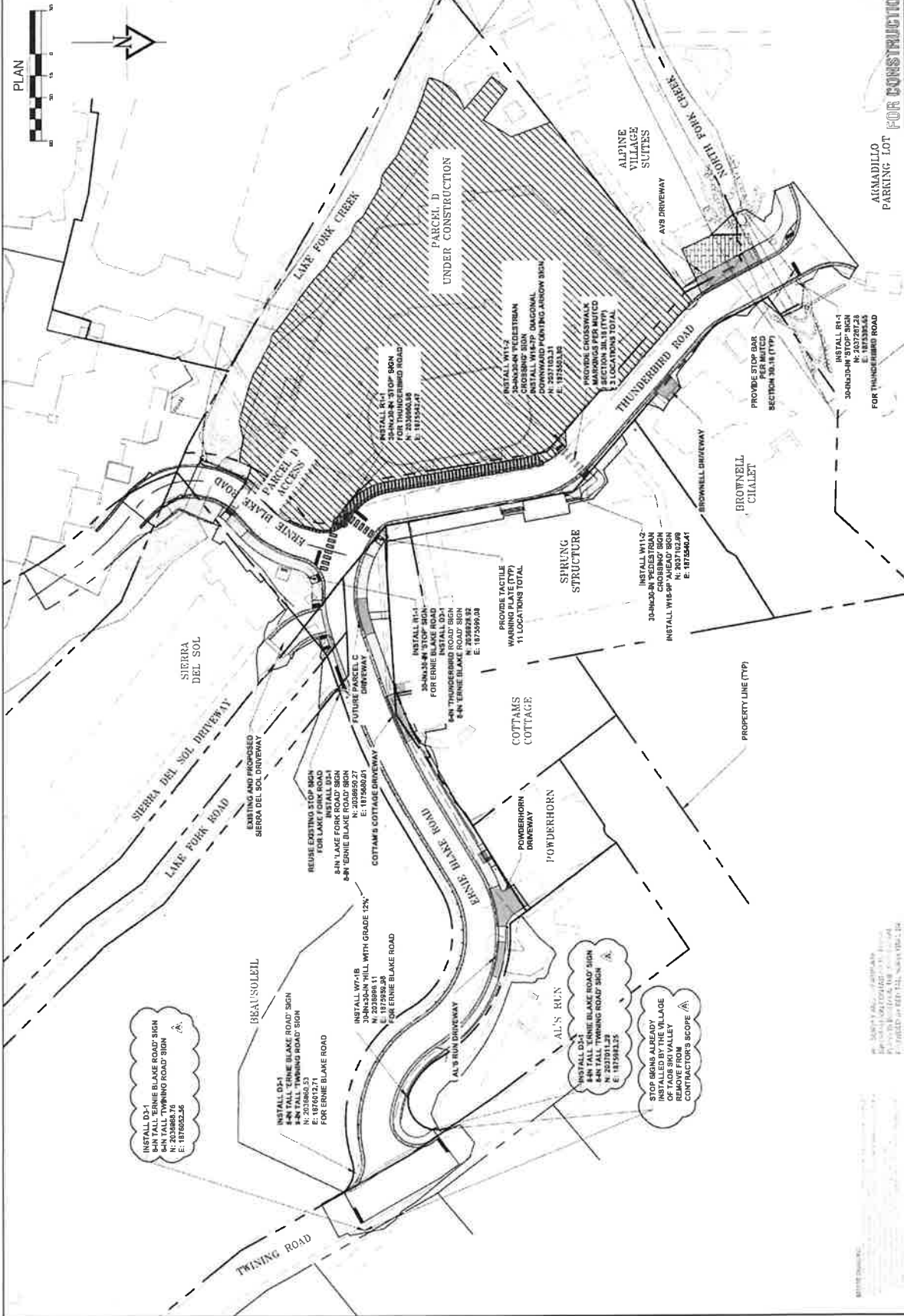
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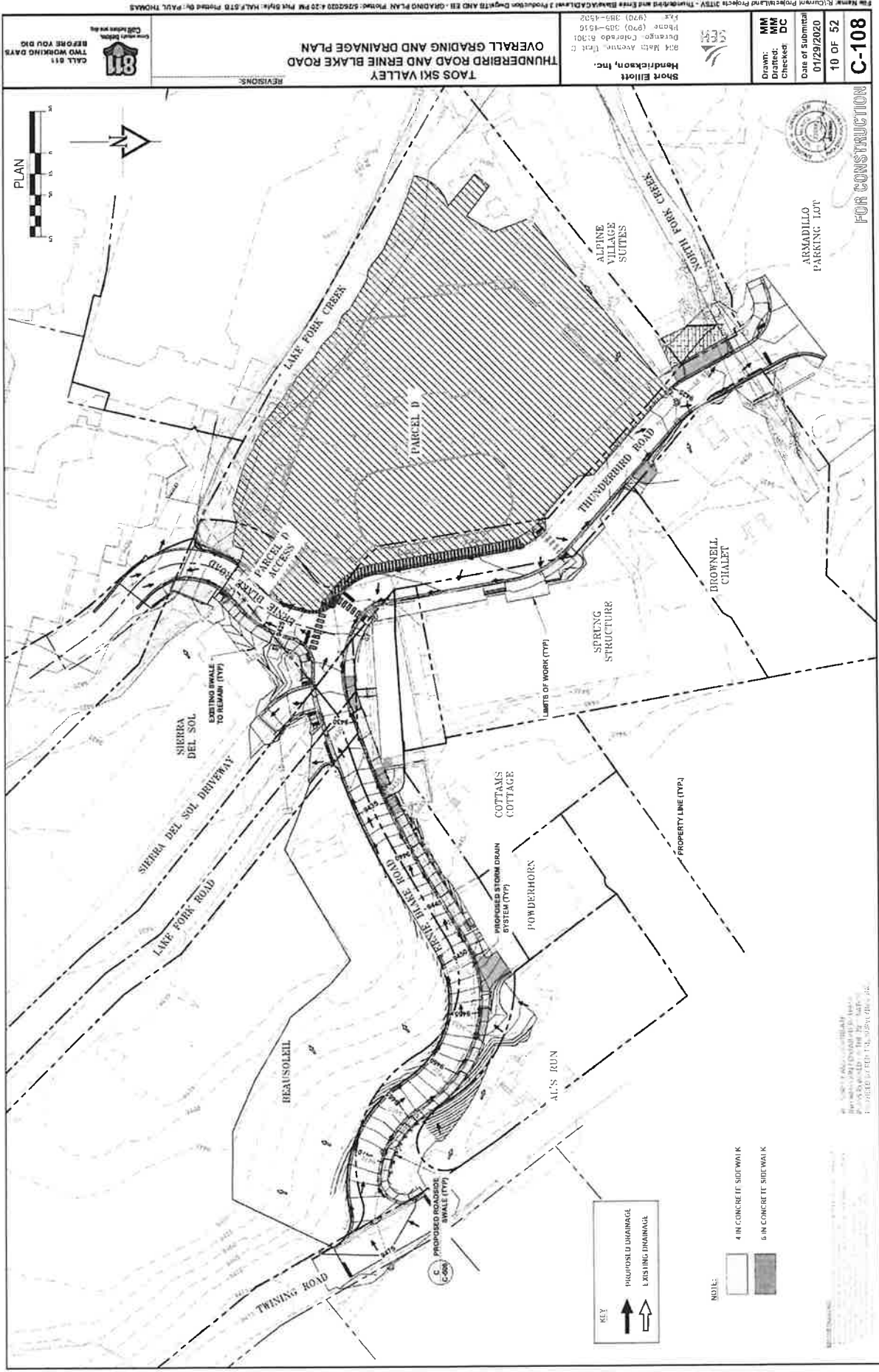
C-104

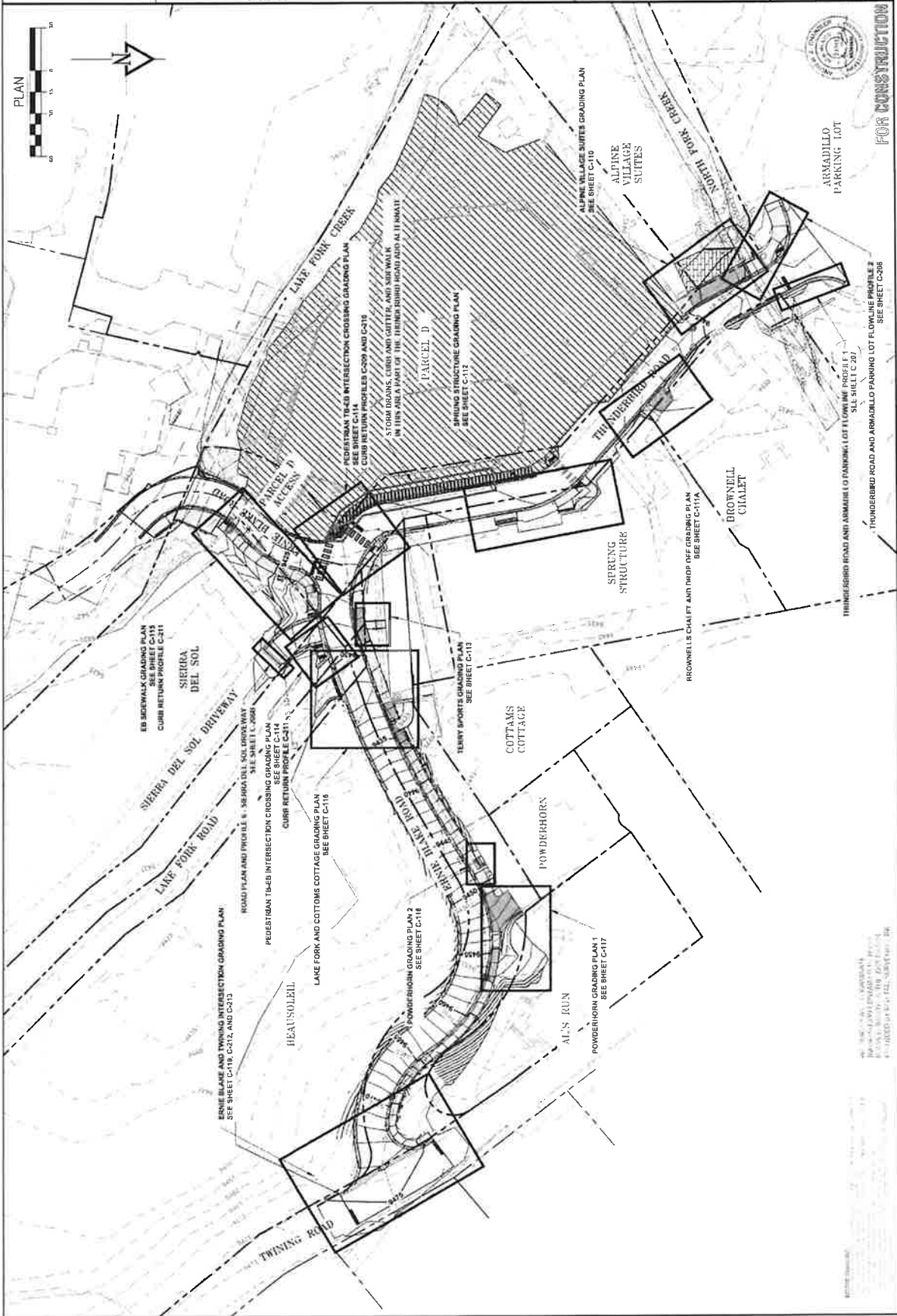
Point #	Northing	Easting	Elevation	Description
500	203070.20	187011.02	8474.40	EX 55 MH
501	203070.45	187002.07	8473.17	EX 55 MH
502	203067.83	187047.43	8466.03	EX 55 MH
503	203070.82	187047.54	8472.28	EX 55 MH
504	203070.00	187022.34	8450.84	EX 55 MH
505	203066.22	187065.46	8471.85	EX 55 MH
506	203064.34	187002.22	8472.88	EX 55 MH
507	203070.32	187004.17	8478.41	EX 55 MH
508	203070.80	187011.10	8450.30	EX 55 MH
509	203071.20	187004.76	8470.00	EX 55 MH
510	203069.23	187010.59	8474.81	EX 55 MH
511	203068.33	187003.34	8473.43	EX 55 MH
512	203068.97	187005.76	8474.71	EX 55 MH
513	203067.48	187001.23	8474.82	EX 55 MH
514	203064.93	187006.06	8474.72	EX 55 MH
515	203064.10	187002.88	8474.87	EX 55 MH

Point #	Northing	Easting	Elevation	Description
516	203046.79	187047.31	8456.74	EX WTR VALVE
517	203048.41	187020.06	8451.59	EX WTR VALVE
518	203070.04	187073.51	8445.09	EX WTR VALVE
519	203046.70	187073.37	8453.73	EX WTR VALVE
520	203071.00	187067.32	8431.08	EX WTR VALVE
521	203046.13	187044.32	8430.80	EX WTR VALVE
522	203065.44	187064.86	8430.54	EX WTR VALVE
523	203044.12	187044.15	8430.15	EX WTR VALVE
524	203044.20	187044.20	8430.08	EX WTR VALVE
525	203067.89	187044.06	8428.95	EX WTR VALVE
526	203044.33	187044.33	8430.15	EX WTR VALVE
527	203044.14	187044.14	8430.08	EX WTR VALVE
528	203067.35	187044.14	8428.95	EX WTR VALVE
529	203067.35	187044.14	8428.95	EX WTR VALVE
530	203070.49	187036.03	8425.09	EX WTR VALVE

- NOTES:
- EXISTING BEVER MANHOLES AND VALVE CANS ARE TO BE RABED TO THE PROPOSED ELEVATIONS SHOWN.
 - CONTRACTOR TO VERIFY THAT RM ELEVATIONS PROVIDED DO NOT CONFLICT WITH EXISTING RM ELEVATIONS.
 - CONTRACTOR TO VERIFY THAT RM ELEVATIONS PROVIDED DO NOT CONFLICT WITH EXISTING RM ELEVATIONS.
 - SLOPES OF MANHOLE AND VALVE CANS ARE TO BE MATCHED TO ADJACENT GRADE.
 - THE EXISTING SANITARY MANHOLE AT POINT 525 IS TO BE NOTED SUCH THAT THE LID IS LOCATED IN THE STREET. INSTALL LADDER HUNGS TO MATCH.



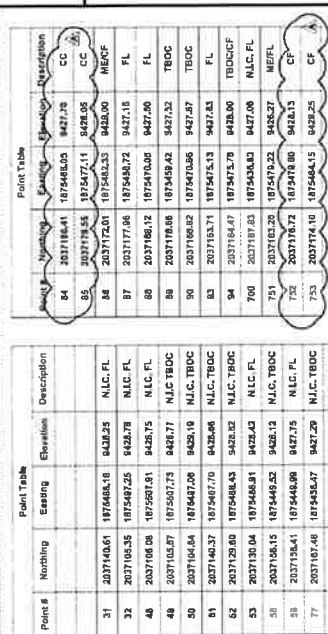






Point #	Point Task			Description
	Nothing	Bailing	Elevation	
100	2037207.22	1875043.81	8443.88	FL
101	2037207.22	1875399.85	8434.82	FL
102	2037241.30	1875043.81	8433.48	FL
103	2037241.30	1875399.85	8434.50	FL
104	2037222.83	1875399.86	8424.38	TB00
105	2037222.83	1875043.81	8423.55	TB00
106	2037206.87	1875399.86	8419.50	1B00
107	2037203.87	1875043.70	8435.24	TB00
108	2037191.30	1875399.84	8431.40	1B08
109	2037233.80	1875043.88	8424.65	PAVER8
110	2037237.23	1875370.82	8433.98	TB08
111	2037107.16	1875399.82	8451.04	TB08
112	2037238.72	1875043.73	8435.03	PAVER8
113	2037017.50	1875393.14	8626.03	ME
114	2037017.50	1875393.14	8628.48	ME
115	2037089.76	1875322.91	8415.29	TB05
117	2037106.25	1875399.84	8425.49	TB05

Dr. Robert C. Anderson, Jr., is a professor of psychology at the University of North Carolina at Chapel Hill. He is also a member of the American Psychological Association and the American Association of University Professors.

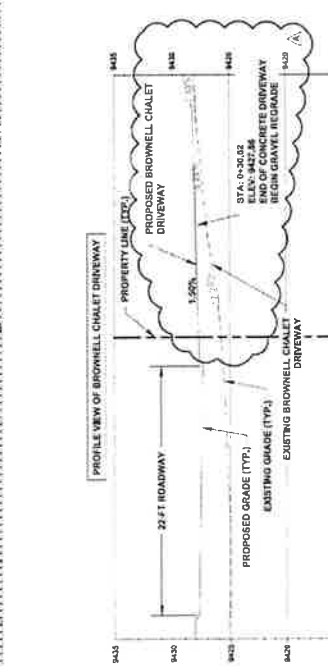


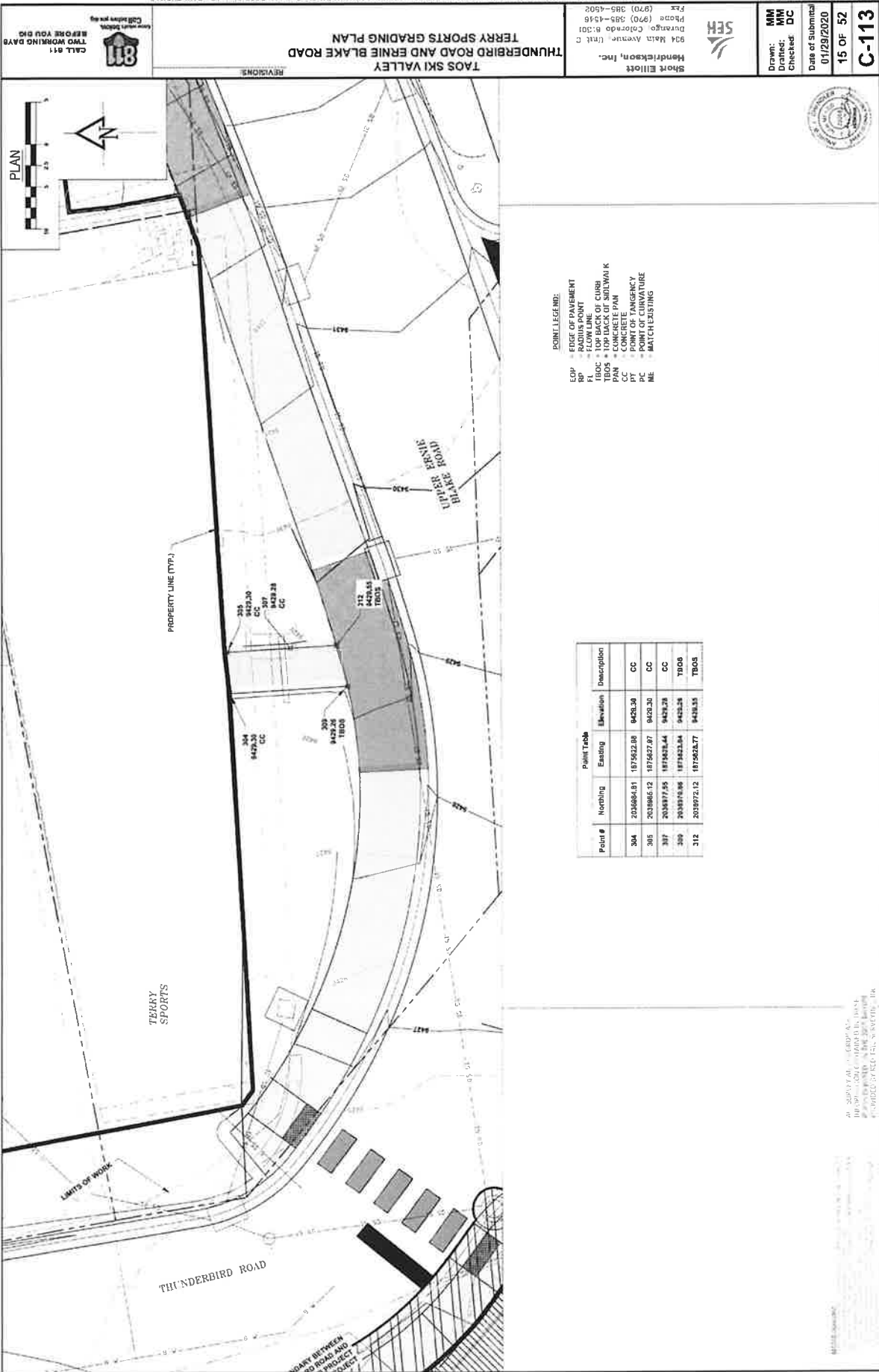
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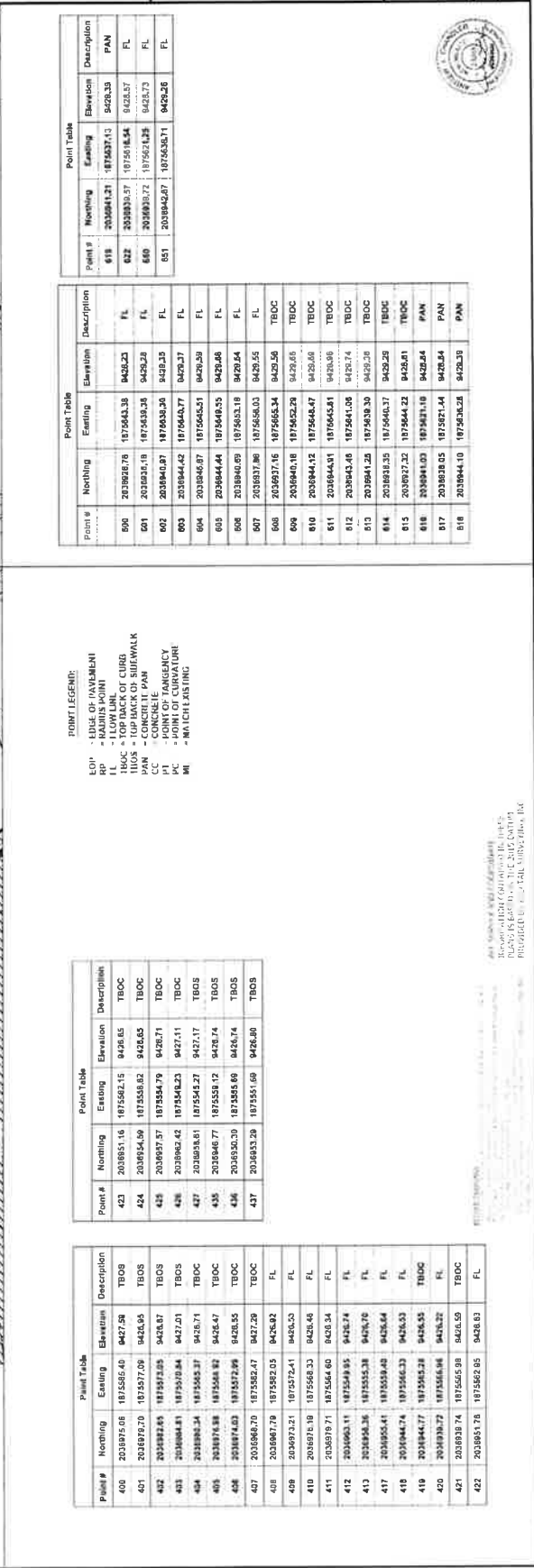
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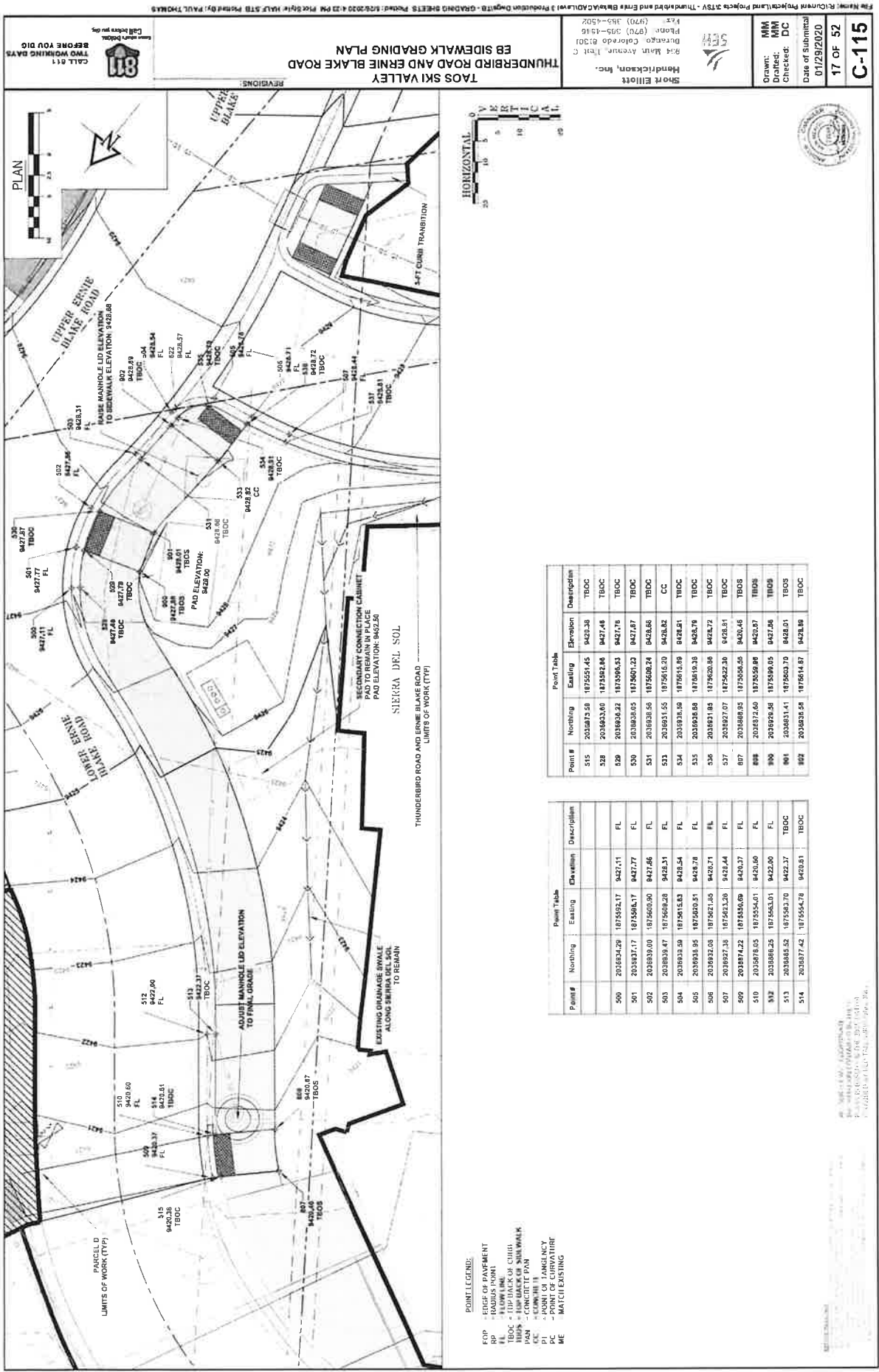
EOP = ENGL OF PAVALMENT
HP = HUB POINT
TL = TOW LINE
THOS = TOP BACK OF CURB
THOS = TOP BACK OF SIDEWALK
PAN = CONCRETE PAN
C = CONCR IT
PI = POINT OF TANGENCY
PC = POINT OF CURVATURE
MC = MATCH EXISTING
ASPH = ASPHALT
CF = CRUSHER FINES PATH

NJC = NOT IN CONTRACT

[illegible]





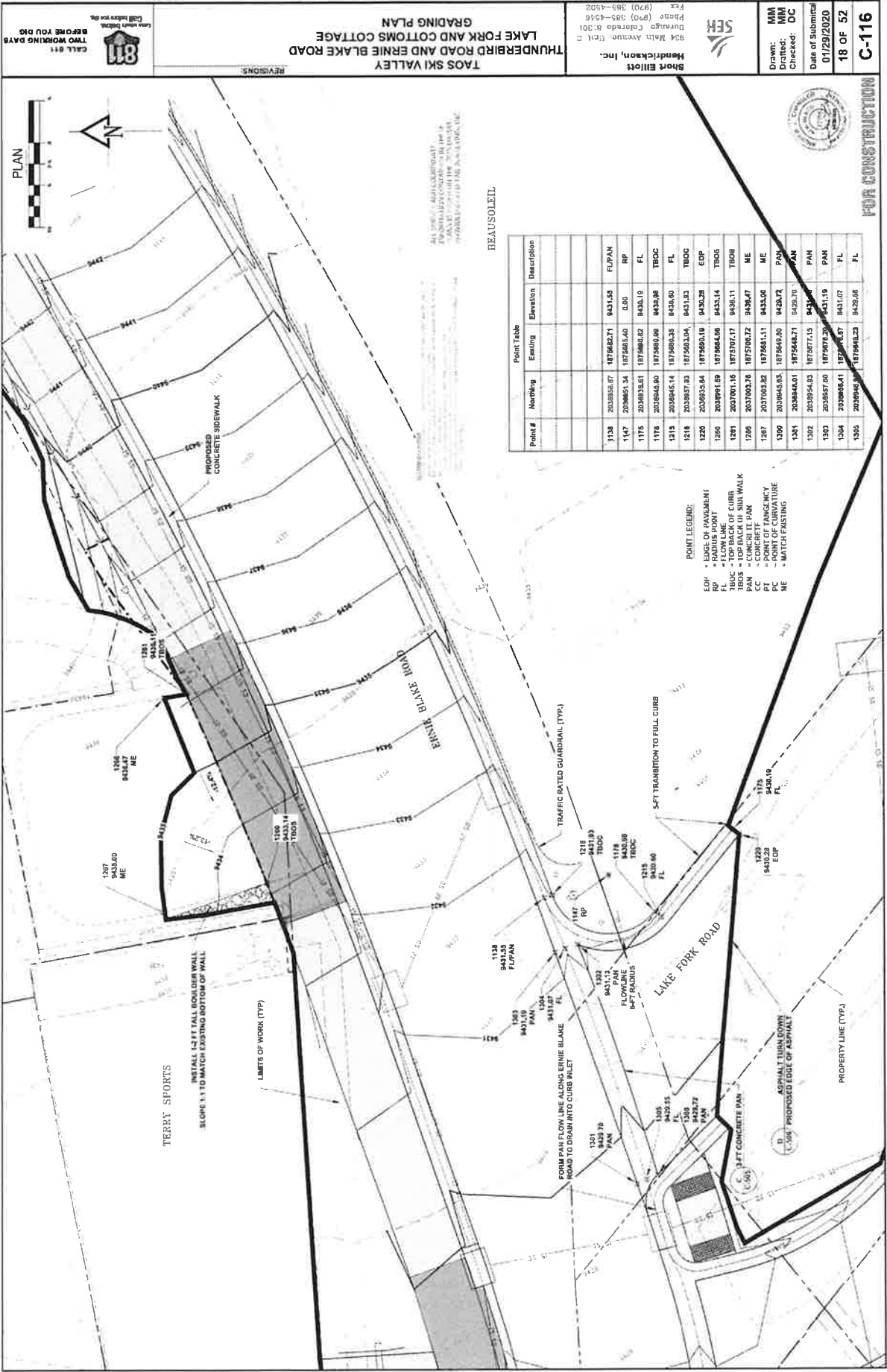


- POINT LEGEND:
- EOP - EDGE OF PAVEMENT
 - RP - RADIUS POINT
 - FL - FLOWLINE
 - TBOC - TOP OF CURB
 - TDON - TOP OF DRAINAGE
 - PC - POINT OF CURVATURE
 - ME - MATCH EXISTING

Point Table				Point Table			
Point #	Northing	Easting	Elevation	Point #	Northing	Easting	Description
515	2038873.58	1875551.45	9423.38	515	2038873.58	1875551.45	TBOC
528	2038833.00	1875592.86	9427.48	528	2038833.00	1875592.86	TBOC
529	2038833.22	1875593.53	9427.76	529	2038833.22	1875593.53	TBOC
530	2038833.05	1875601.22	9427.87	530	2038833.05	1875601.22	TBOC
531	2038833.56	1875608.24	9428.68	531	2038833.56	1875608.24	TBOC
533	2038831.55	1875615.70	9428.82	533	2038831.55	1875615.70	CC
534	2038833.58	1875615.89	9428.51	534	2038833.58	1875615.89	TBOC
535	2038833.88	1875619.38	9428.78	535	2038833.88	1875619.38	TBOC
536	2038831.85	1875620.86	9428.72	536	2038831.85	1875620.86	TBOC
537	2038827.07	1875622.38	9428.51	537	2038827.07	1875622.38	TBOC
538	2038888.95	1875596.45	9428.48	538	2038888.95	1875596.45	TBOC
539	2038872.60	1875559.89	9428.37	539	2038872.60	1875559.89	TBOC
540	2038899.58	1875599.05	9427.88	540	2038899.58	1875599.05	TBOC
541	2038831.41	1875603.70	9428.01	541	2038831.41	1875603.70	TBOC
542	2038838.58	1875614.87	9428.88	542	2038838.58	1875614.87	TBOC

Point Table				Point Table			
Point #	Northing	Easting	Elevation	Point #	Northing	Easting	Description
500	2038834.29	1875592.17	9427.11	500	2038834.29	1875592.17	FL
501	2038837.17	1875598.17	9427.77	501	2038837.17	1875598.17	FL
502	2038839.00	1875600.00	9427.86	502	2038839.00	1875600.00	FL
503	2038839.47	1875608.28	9428.51	503	2038839.47	1875608.28	FL
504	2038833.58	1875615.83	9428.54	504	2038833.58	1875615.83	FL
505	2038833.95	1875620.51	9428.78	505	2038833.95	1875620.51	FL
506	2038832.05	1875621.55	9428.71	506	2038832.05	1875621.55	FL
507	2038827.38	1875623.28	9428.44	507	2038827.38	1875623.28	FL
508	2038874.22	1875556.09	9428.37	508	2038874.22	1875556.09	FL
509	2038878.05	1875554.01	9428.60	509	2038878.05	1875554.01	FL
510	2038885.52	1875563.51	9428.90	510	2038885.52	1875563.51	FL
511	2038845.52	1875593.70	9428.37	511	2038845.52	1875593.70	TBOC
512	2038877.42	1875554.78	9428.81	512	2038877.42	1875554.78	TBOC

DATE: 01/29/2020
BY: [Signature]
PROJECT: [Project Name]



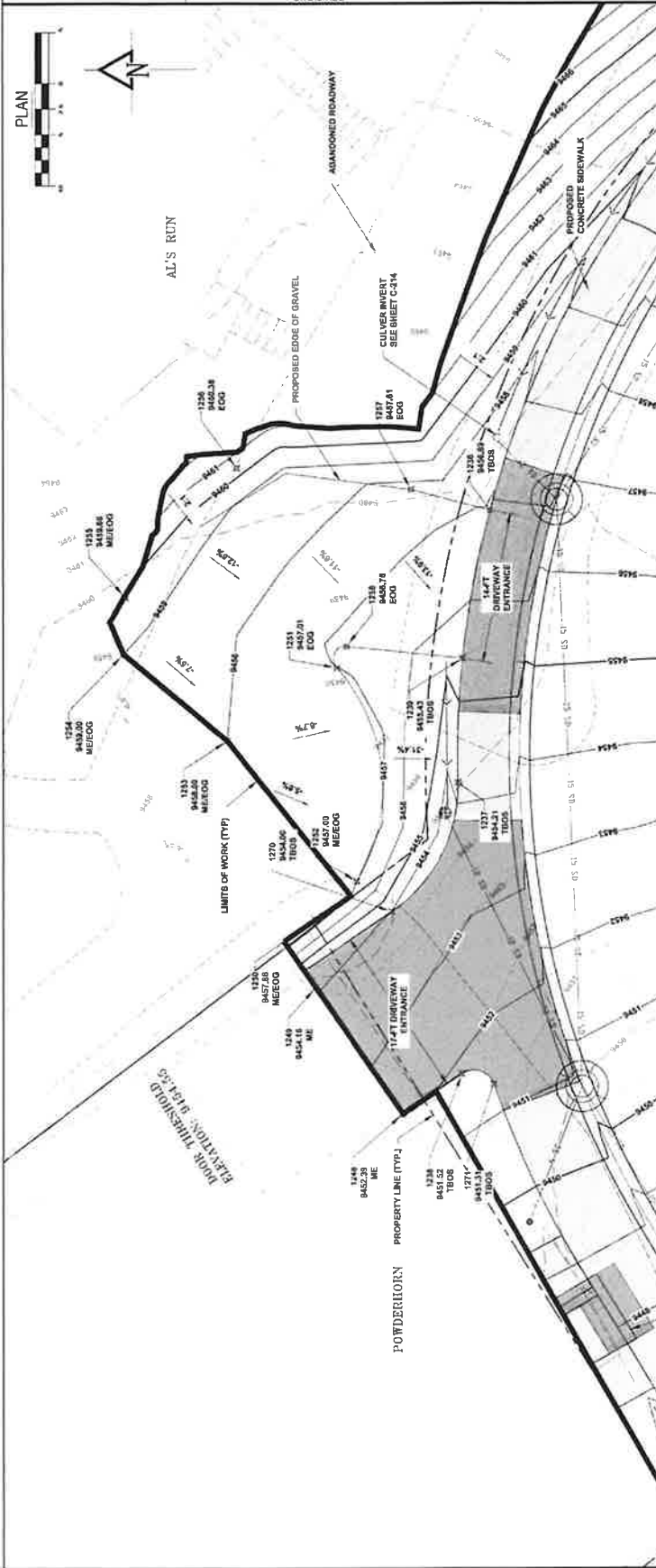
TAOS SKI VALLEY
THUNDERBIRD ROAD AND ERNIE BLAKE ROAD
POWDERHORN GRADING PLAN 1

Shon Elliott
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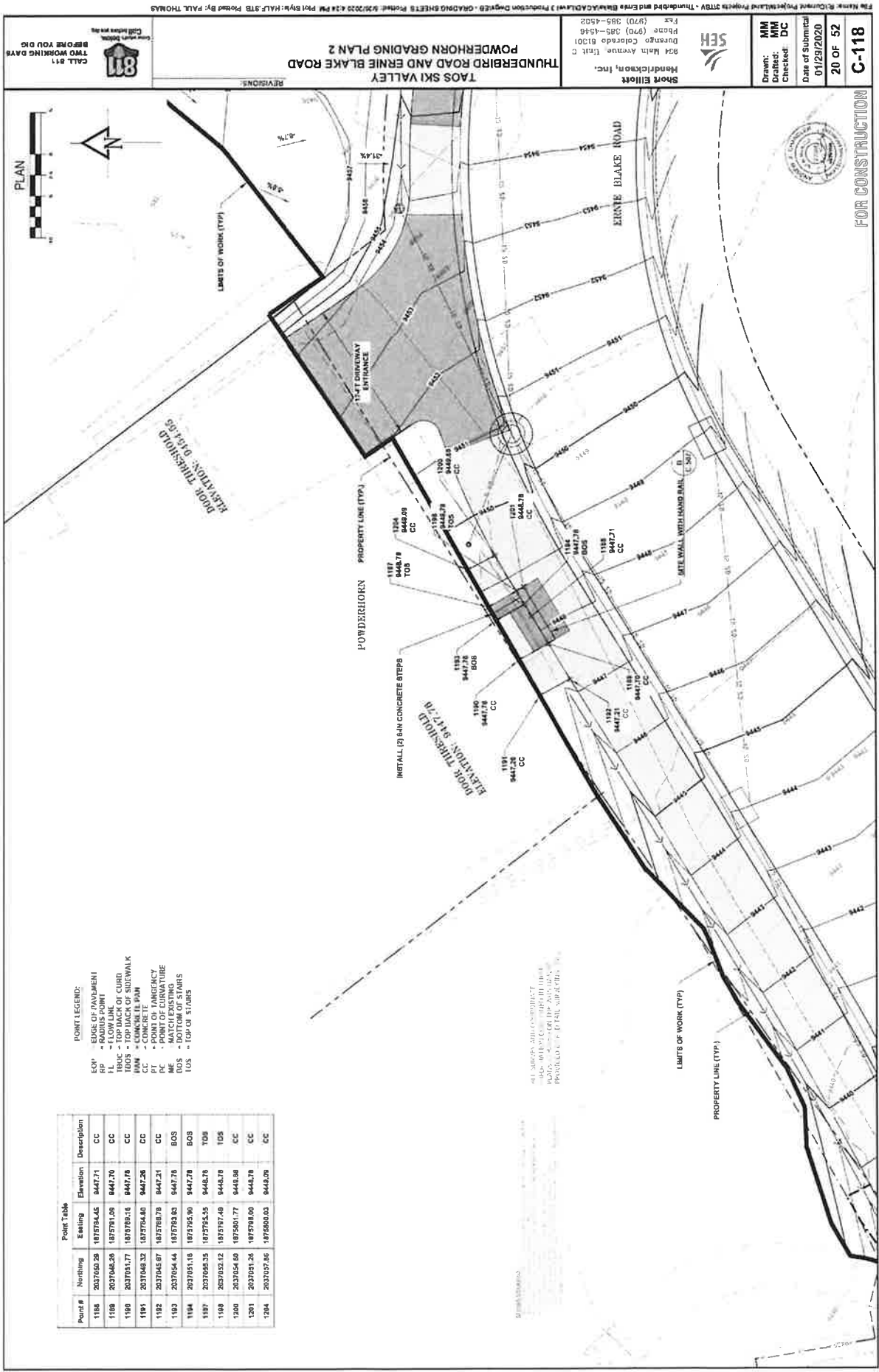
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Point #	Point #	Elystion	EOD
1201	20170704.1	1875830.1	8457.01
1202	20170704.2	1875830.2	8457.01
1203	20170704.3	1875830.3	8457.01
1204	20170704.4	1875830.4	8457.01
1205	20170704.5	1875830.5	8457.01
1206	20170704.6	1875830.6	8457.01
1207	20170704.7	1875830.7	8457.01
1208	20170704.8	1875830.8	8457.01
1209	20170704.9	1875830.9	8457.01
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1211	20170704.11	1875830.11	8457.01
1212	20170704.12	1875830.12	8457.01
1213	20170704.13	1875830.13	8457.01
1214	20170704.14	1875830.14	8457.01
1215	20170704.15	1875830.15	8457.01
1216	20170704.16	1875830.16	8457.01
1217	20170704.17	1875830.17	8457.01
1218	20170704.18	1875830.18	8457.01
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1221	20170704.21	1875830.21	8457.01
1222	20170704.22	1875830.22	8457.01
1223	20170704.23	1875830.23	8457.01
1224	20170704.24	1875830.24	8457.01
1225	20170704.25	1875830.25	8457.01
1226	20170704.26	1875830.26	8457.01
1227	20170704.27	1875830.27	8457.01
1228	20170704.28	1875830.28	8457.01
1229	20170704.29	1875830.29	8457.01
1230	20170704.30	1875830.30	8457.01
1231	20170704.31	1875830.31	8457.01
1232	20170704.32	1875830.32	8457.01
1233	20170704.33	1875830.33	8457.01
1234	20170704.34	1875830.34	8457.01
1235	20170704.35	1875830.35	8457.01
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1237	20170704.37	1875830.37	8457.01
1238	20170704.38	1875830.38	8457.01
1239	20170704.39	1875830.39	8457.01
1240	20170704.40	1875830.40	8457.01
1241	20170704.41	1875830.41	8457.01
1242	20170704.42	1875830.42	8457.01
1243	20170704.43	1875830.43	8457.01
1244	20170704.44	1875830.44	8457.01
1245	20170704.45	1875830.45	8457.01
1246	20170704.46	1875830.46	8457.01
1247	20170704.47	1875830.47	8457.01
1248	20170704.48	1875830.48	8457.01
1249	20170704.49	1875830.49	8457.01
1250	20170704.50	1875830.50	8457.01
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1261	20170704.61	1875830.61	8457.01
1262	20170704.62	1875830.62	8457.01
1263	20170704.63	1875830.63	8457.01
1264	20170704.64	1875830.64	8457.01

Point #	Point Table			Elevation	Description
	Northing	Easting			
1226	2027061.42	187591.33		8408.89	TR405
1227	2027064.60	187594.41		8424.21	TR505
1228	2027064.23	187591.78		8431.62	TR605
1229	2027065.10	187598.74		8438.43	TR805
1240	2027070.05	187591.72		8452.29	ME
1241	2027070.35	187593.19		8464.18	ME
1242	2027070.52	187593.61		8472.28	ME
1243	2027070.85	187593.92		8477.26	ME

POINT LEGEND:

- LOP
- RPT
- FL
- THICK
- TBOS
- PAN
- CC
- PT
- PC
- MC

U232332-0001



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TAOS SKI VALLEY
POWDERHORN GRADING PLAN 2

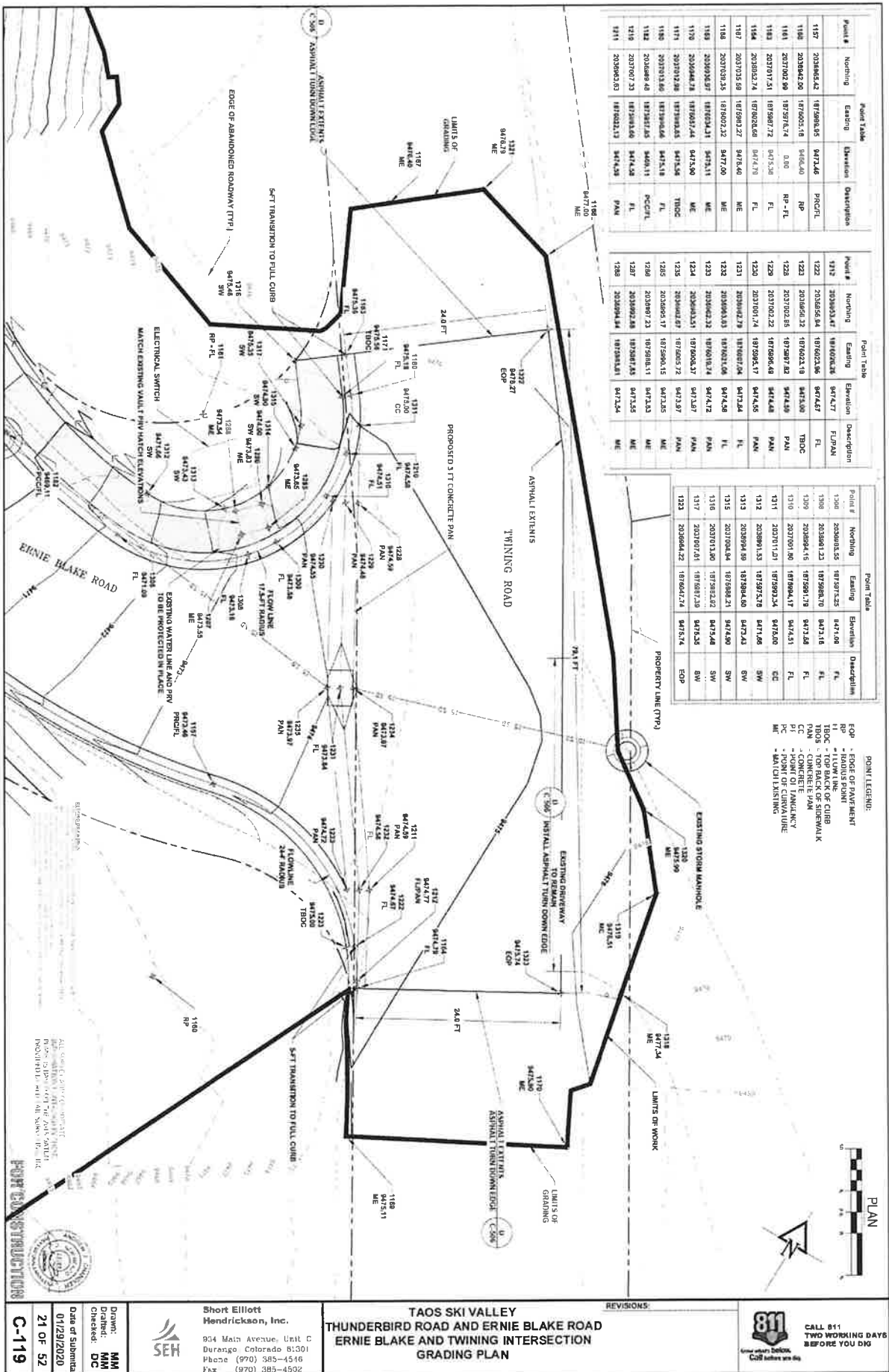
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Production Designer: J. Paul Thomas
Date: 5/29/2020 4:24 PM
Plot By: HLF, STB
Plotted By: PAUL THOMAS

Point Table			
Point #	North	Easting	Description
1188	2037560.28	1875764.45	9447.71 CC
1189	2037564.26	1875761.09	9447.70 CC
1190	2037561.77	1875765.16	9447.76 CC
1191	2037563.32	1875764.80	9447.26 CC
1192	2037565.87	1875766.78	9447.21 CC
1193	2037564.44	1875763.63	9447.76 BGS
1194	2037561.18	1875765.90	9447.78 BGS
1197	2037565.35	1875765.55	9446.78 TOS
1198	2037562.12	1875767.48	9446.78 TOS
1200	2037564.60	1875601.77	9446.88 CC
1201	2037561.24	1875768.00	9446.78 CC
1204	2037567.86	1875600.03	9446.09 CC

POINT LEGEND:

- EOH - EDGE OF PAVEMENT
- RP - RADIUS POINT
- TOP - TOP OF CURB
- TOOS - TOP OF SIDEWALK
- CC - CONCRETE
- PC - POINT OF CURVATURE
- MEAS - MATCH EXISTING
- LOS - TOP OF STAIRS

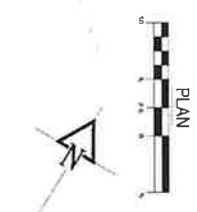


Point Table			
Point #	Northing	Easting	Description
1197	203865.42	187996.95	PROCL
1198	203865.20	187995.18	RP
1199	203792.99	187997.74	RP - FL
1200	203792.51	187997.72	RP - FL
1201	203862.74	187995.68	FL
1202	203795.59	187992.27	ME
1203	203793.35	187992.32	ME
1204	203936.37	187994.11	ME
1205	203946.28	187997.44	ME
1206	203942.88	187998.35	ME
1207	203933.65	187998.66	FL
1208	203899.46	187998.11	PC/PT
1209	203797.23	187998.46	FL
1210	203862.74	187992.32	PAN

Point Table			
Point #	Northing	Easting	Description
1211	203865.42	187996.95	FL/PAN
1212	203865.84	187992.96	FL
1213	203865.32	187992.18	THOC
1214	203792.85	187997.82	PAN
1215	203792.32	187997.68	PAN
1216	203790.74	187998.17	PAN
1217	203942.79	187992.44	FL
1218	203942.31	187992.32	FL
1219	203946.28	187997.44	FL
1220	203942.87	187998.35	FL
1221	203933.65	187998.66	PAN
1222	203899.46	187998.11	PAN
1223	203797.23	187998.46	ME
1224	203862.74	187992.32	ME

Point Table			
Point #	Northing	Easting	Description
1225	203865.42	187996.95	FL
1226	203865.84	187992.96	FL
1227	203865.32	187992.18	THOC
1228	203792.85	187997.82	FL
1229	203792.32	187997.68	FL
1230	203790.74	187998.17	FL
1231	203942.79	187992.44	SW
1232	203942.31	187992.32	SW
1233	203946.28	187997.44	SW
1234	203942.87	187998.35	SW
1235	203933.65	187998.66	SW
1236	203899.46	187998.11	SW
1237	203797.23	187998.46	SW
1238	203862.74	187992.32	SW

- POINT LEGEND:
- EQP - EDGE OF PAVEMENT
 - RP - RADIUS POINT
 - THOC - TOP OF CURB
 - THOS - TOP BACK OF SIDEWALK
 - PAN - CONCRETE PAVEMENT
 - CC - CONCRETE FANALITY
 - PC - POINT OF CURVATURE
 - ME - MATCH EXISTING



TAOS SKI VALLEY
THUNDERBIRD ROAD AND ERNIE BLAKE ROAD
GRADING PLAN

Short Elliott
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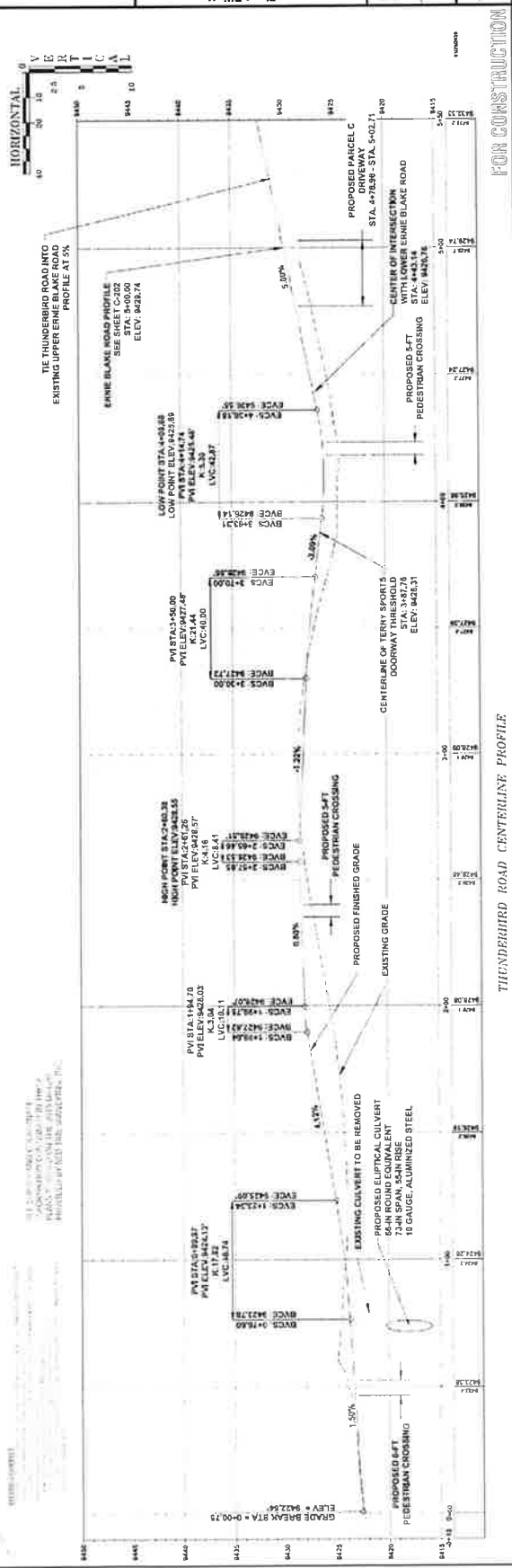
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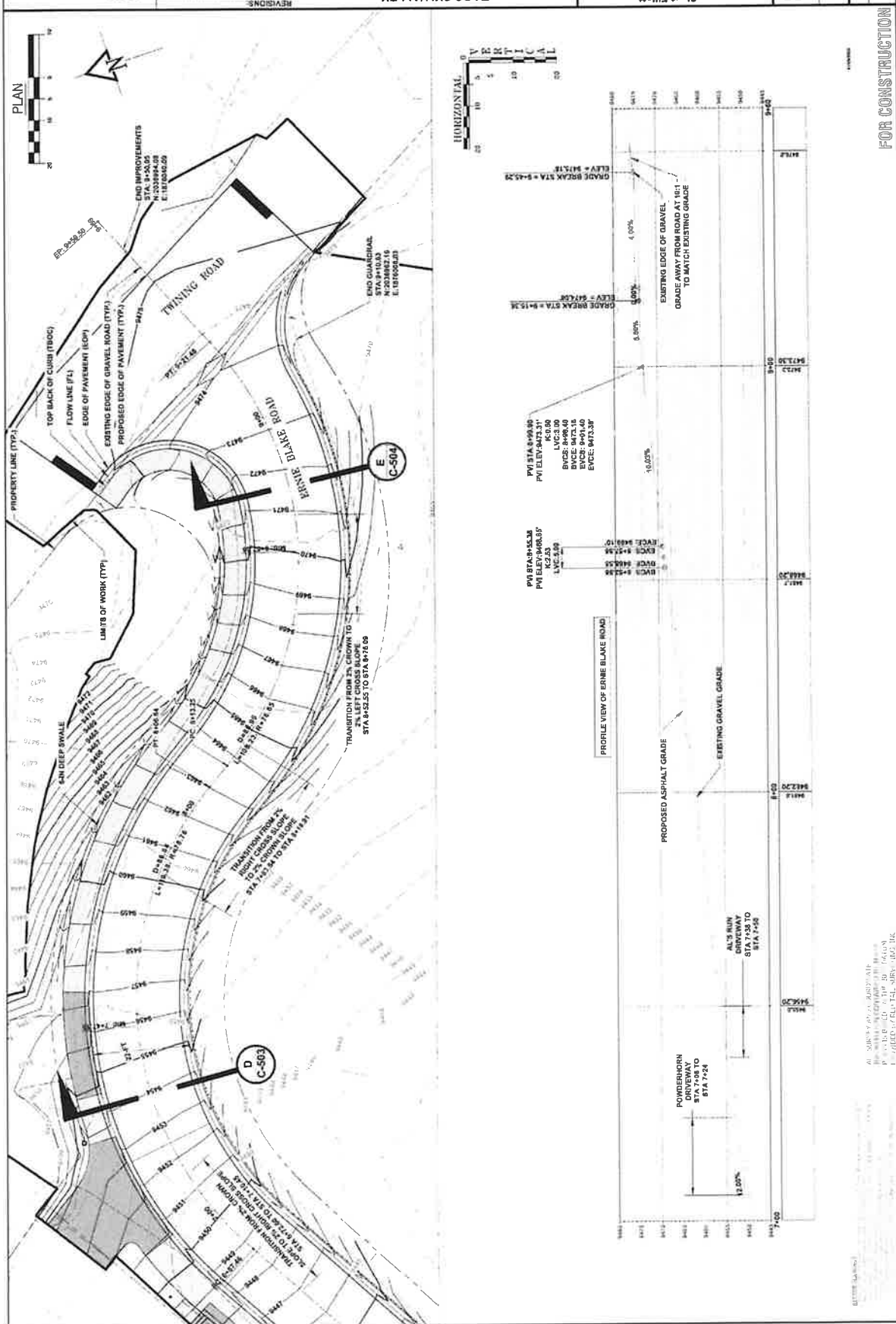
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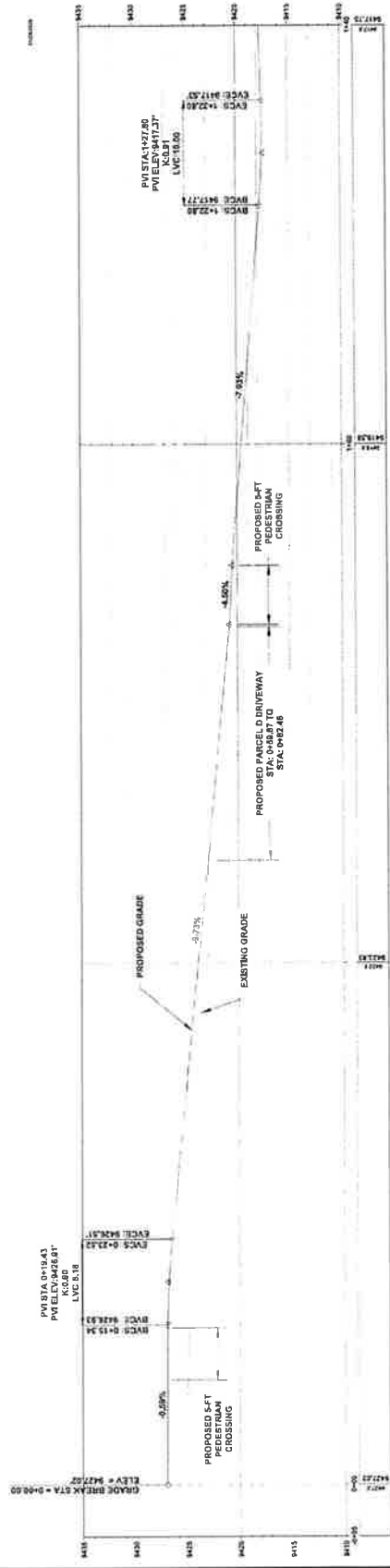
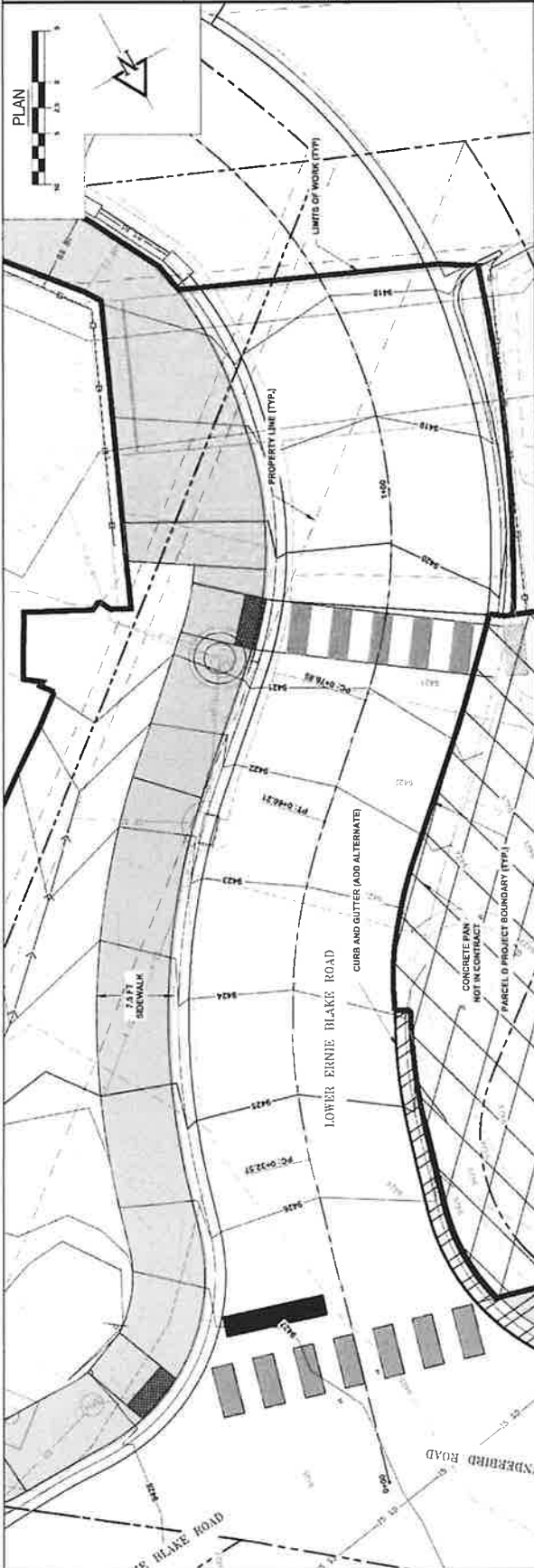
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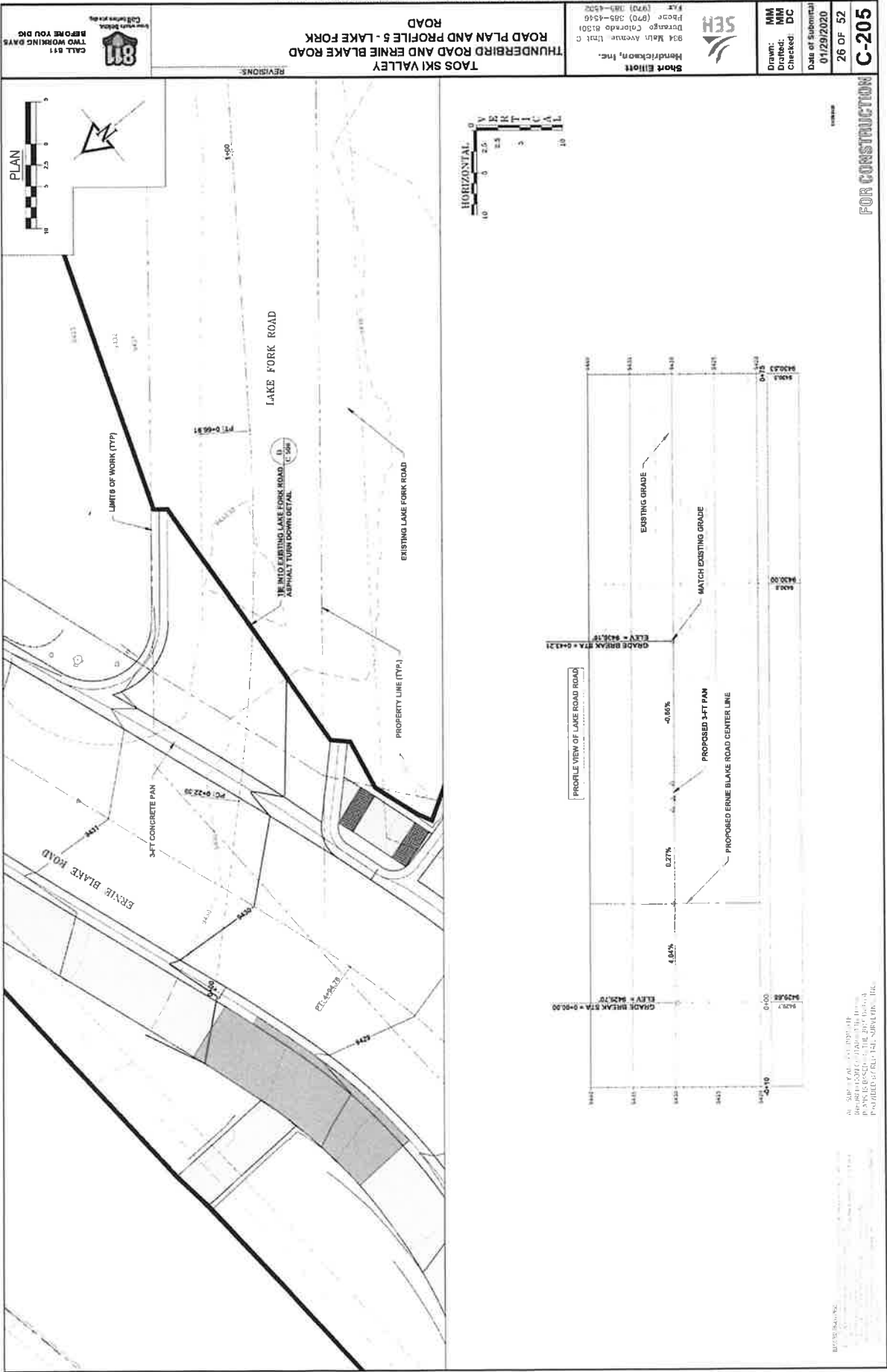
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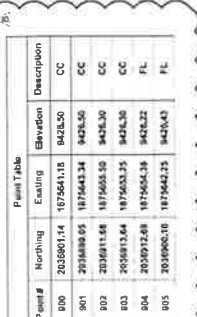
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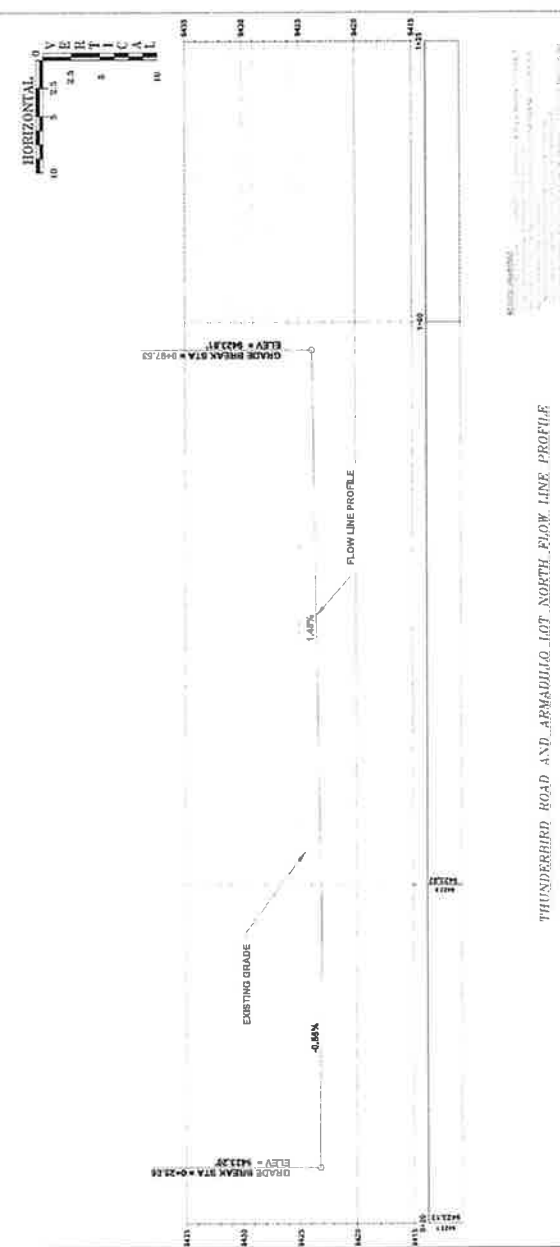




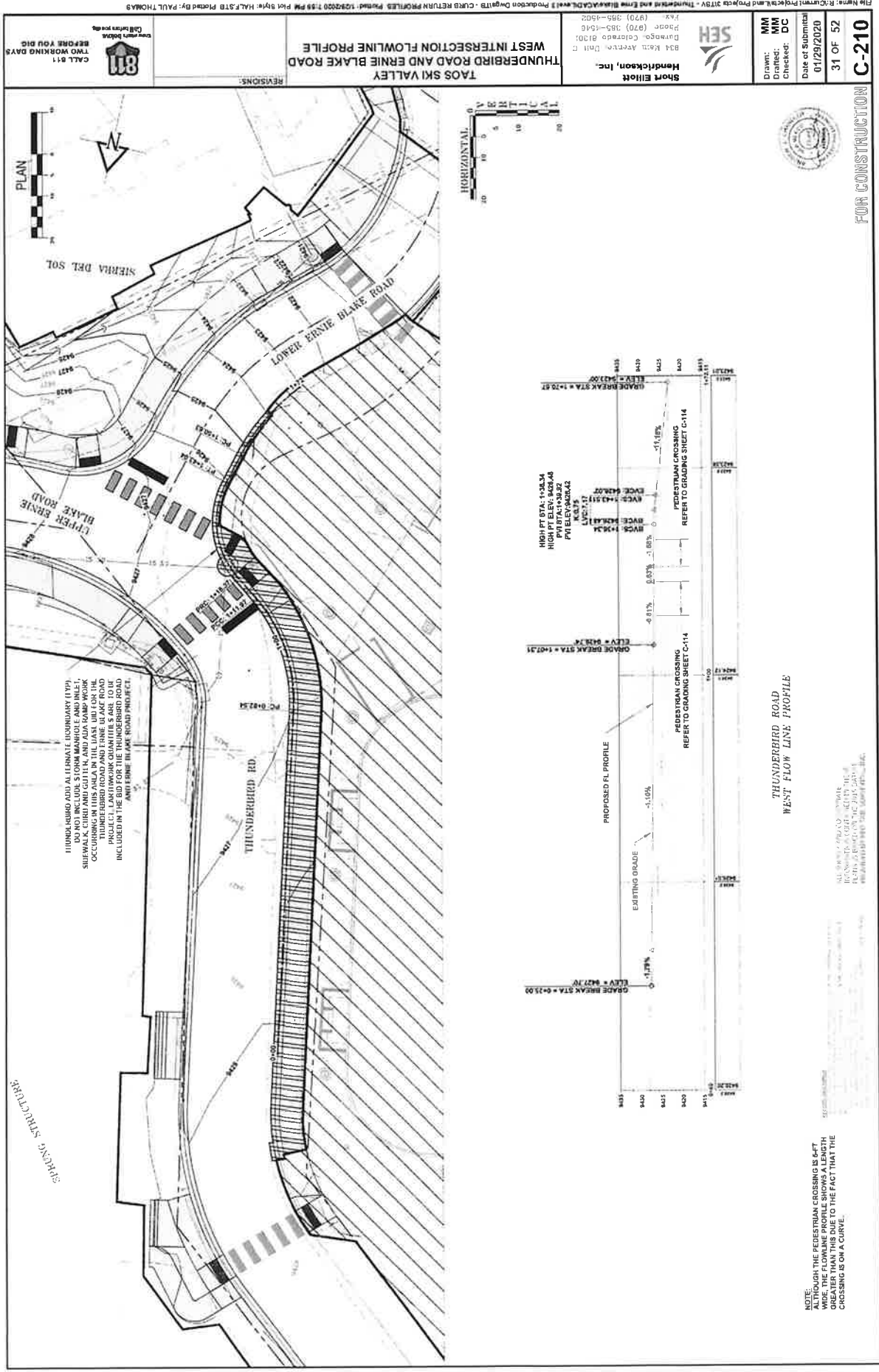
124. *Journal of the Royal Society of Medicine*, 1940, 33, 102.

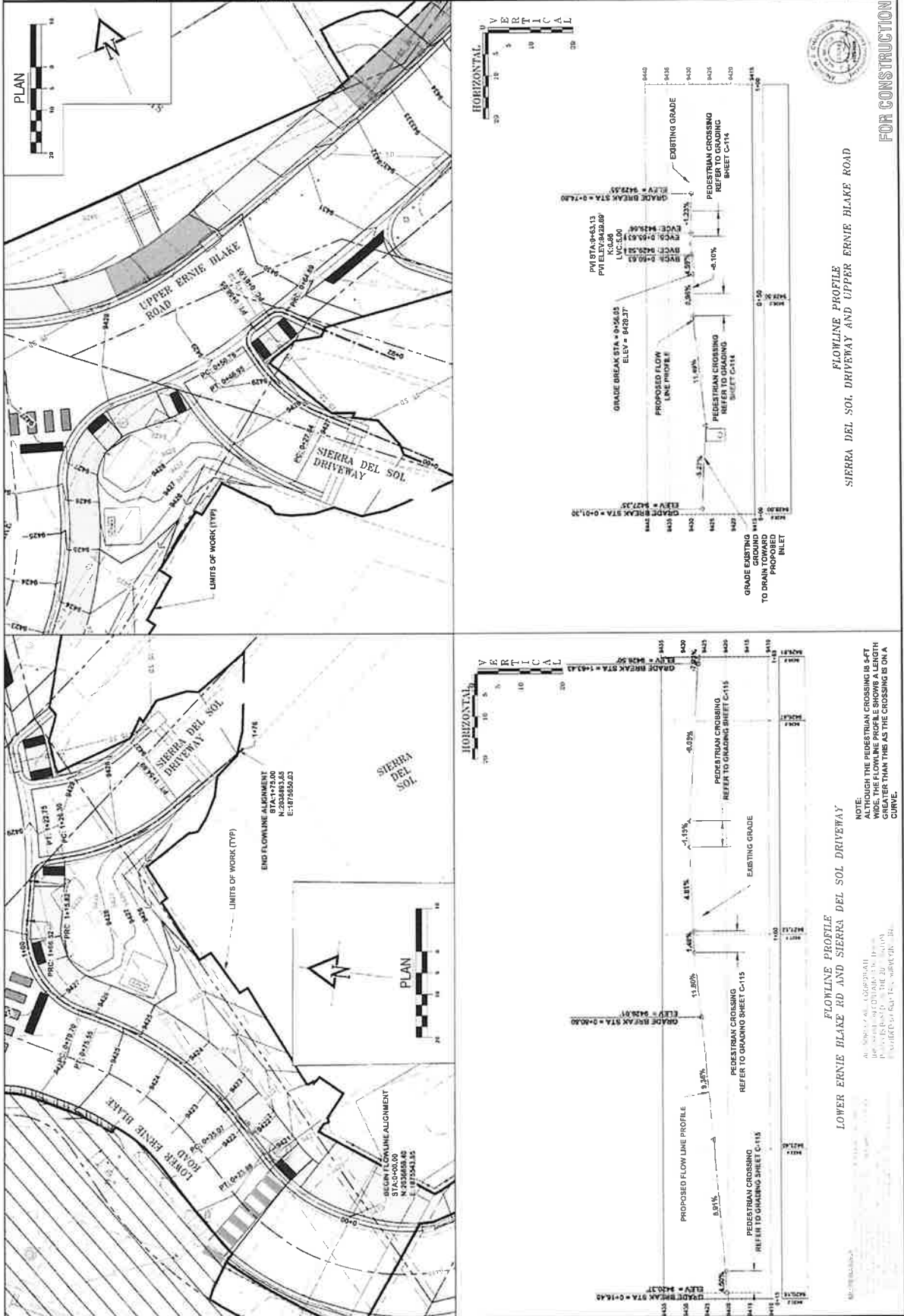










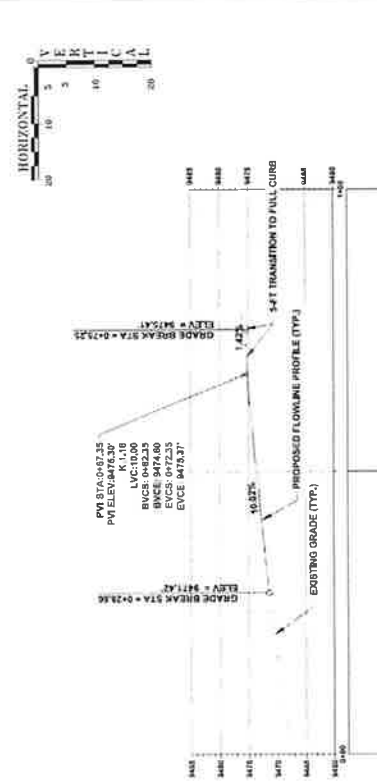
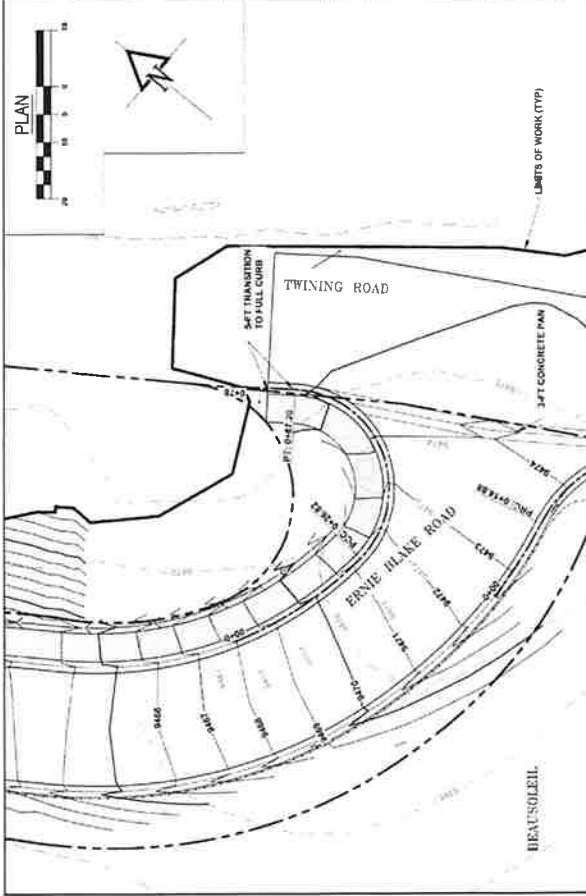
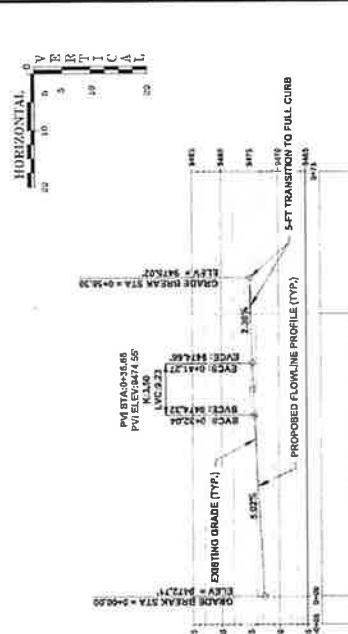
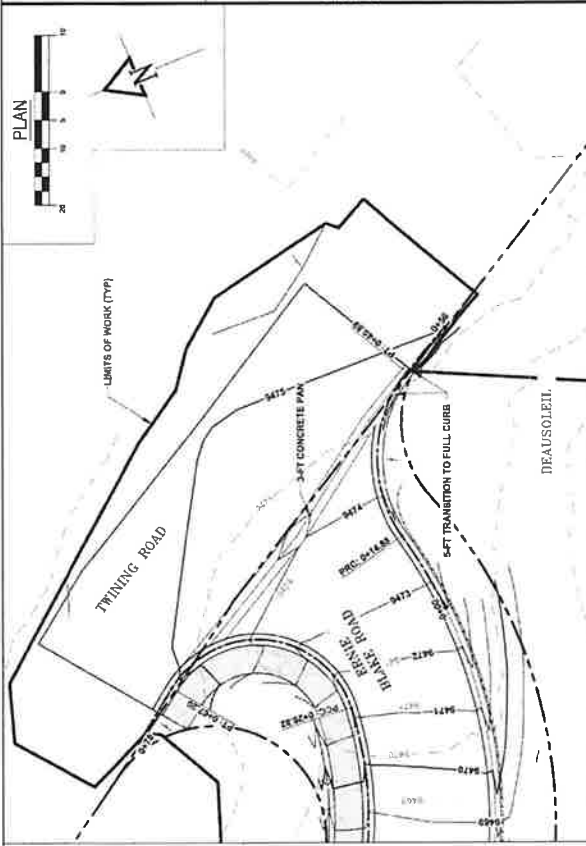


TAOS SKI VALLEY
THUNDERBIRD ROAD AND ERNIE BLAKE ROAD
ERNIE BLAKE ROAD AND TWINING ROAD
FLOWLINE PROFILE

Hendrickson, Inc.
 304 Main Avenue, Unit
 Durango, Colorado 81301
 Phone (970) 385-4544

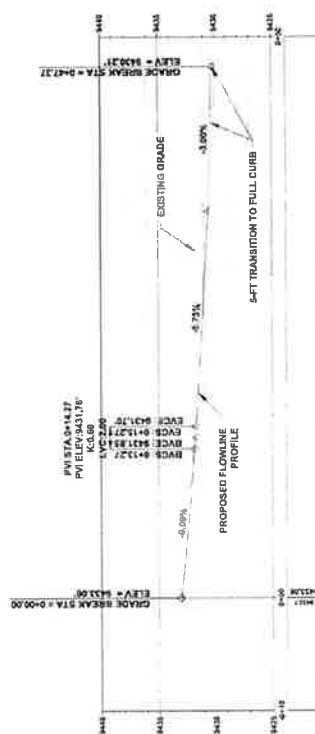
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	33 OF 52

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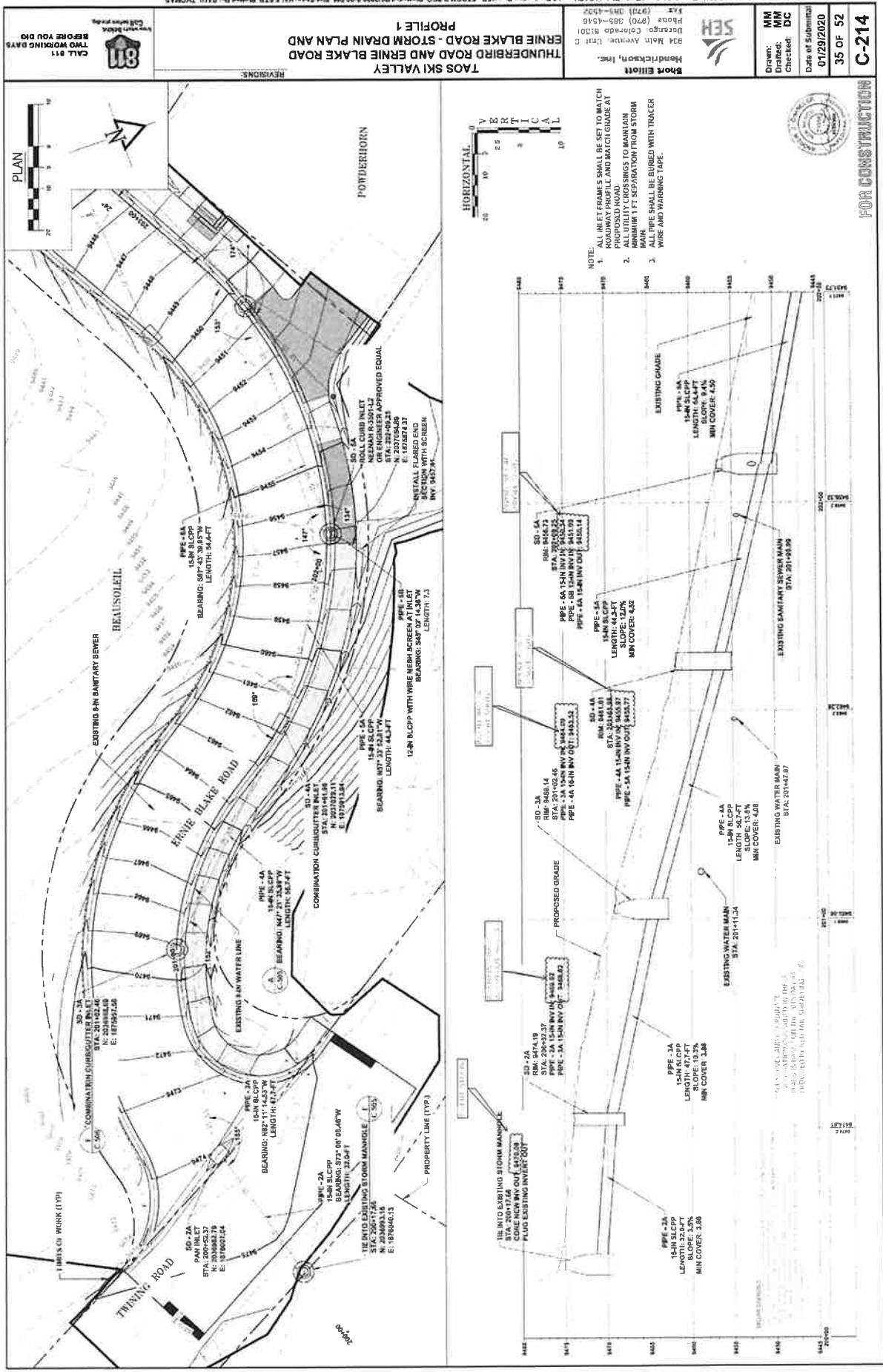
FLOW LINE PROFILE
UPPER ERNIE BLAKE ROAD AND TWINING ROAD

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FLOW LINE PROFILE
 ERNIE BLAKE ROAD AND LAKE FORK ROAD

and 1990-1991, respectively. The 1990-1991 season was the second year of the study.



TAOS SKI VALLEY
THUNDERBIRD ROAD - STORM DRAIN PLAN AND
ERNE BLAKE ROAD - STORM DRAIN PLAN AND
PROFILE 1

REVISIONS:

811
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BEFORE YOU DIG

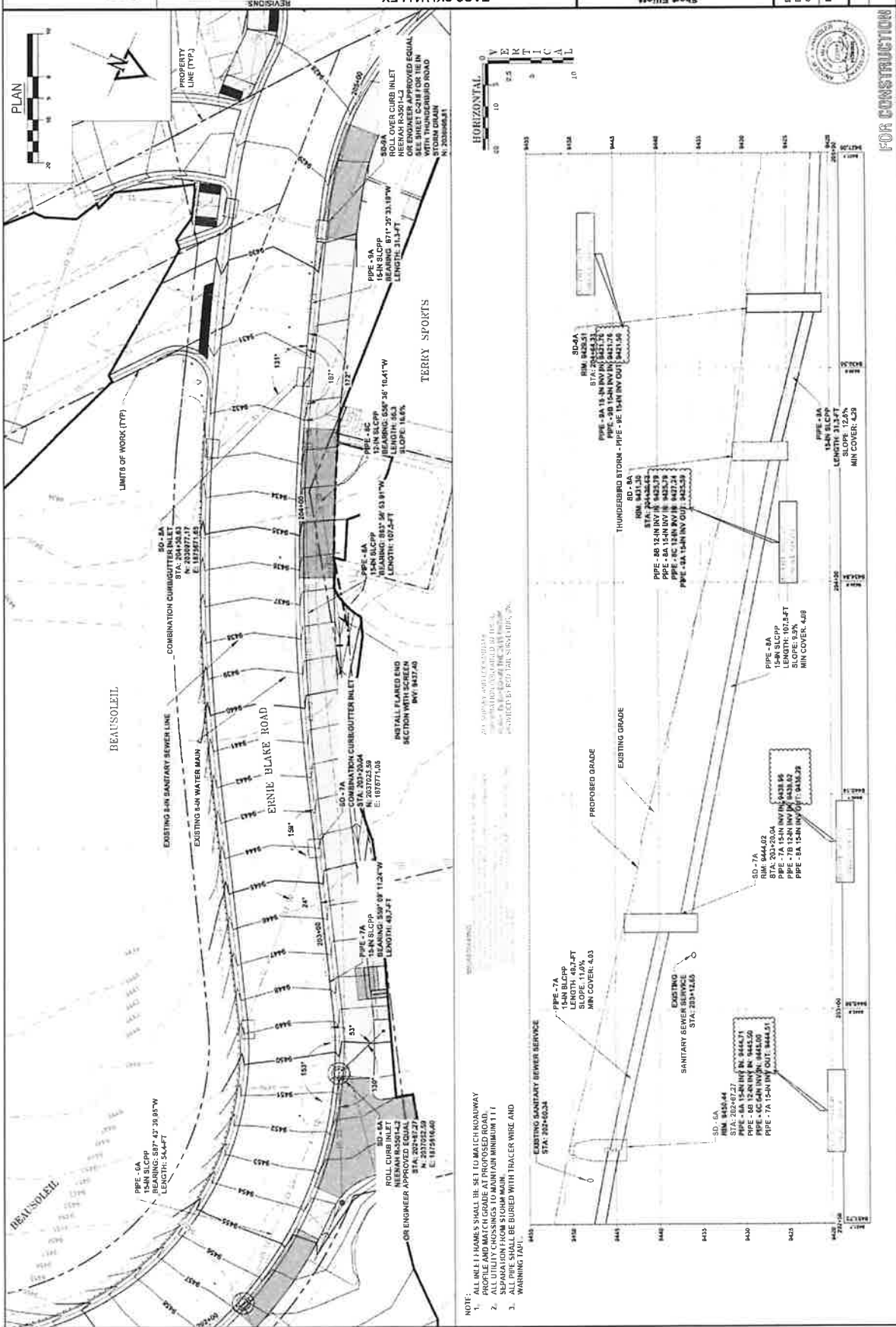
SEH
SEH Engineering, Inc.
234 Main Avenue, Unit C
Durham, North Carolina 27601
Phone: (919) 585-4310
Fax: (919) 585-4322

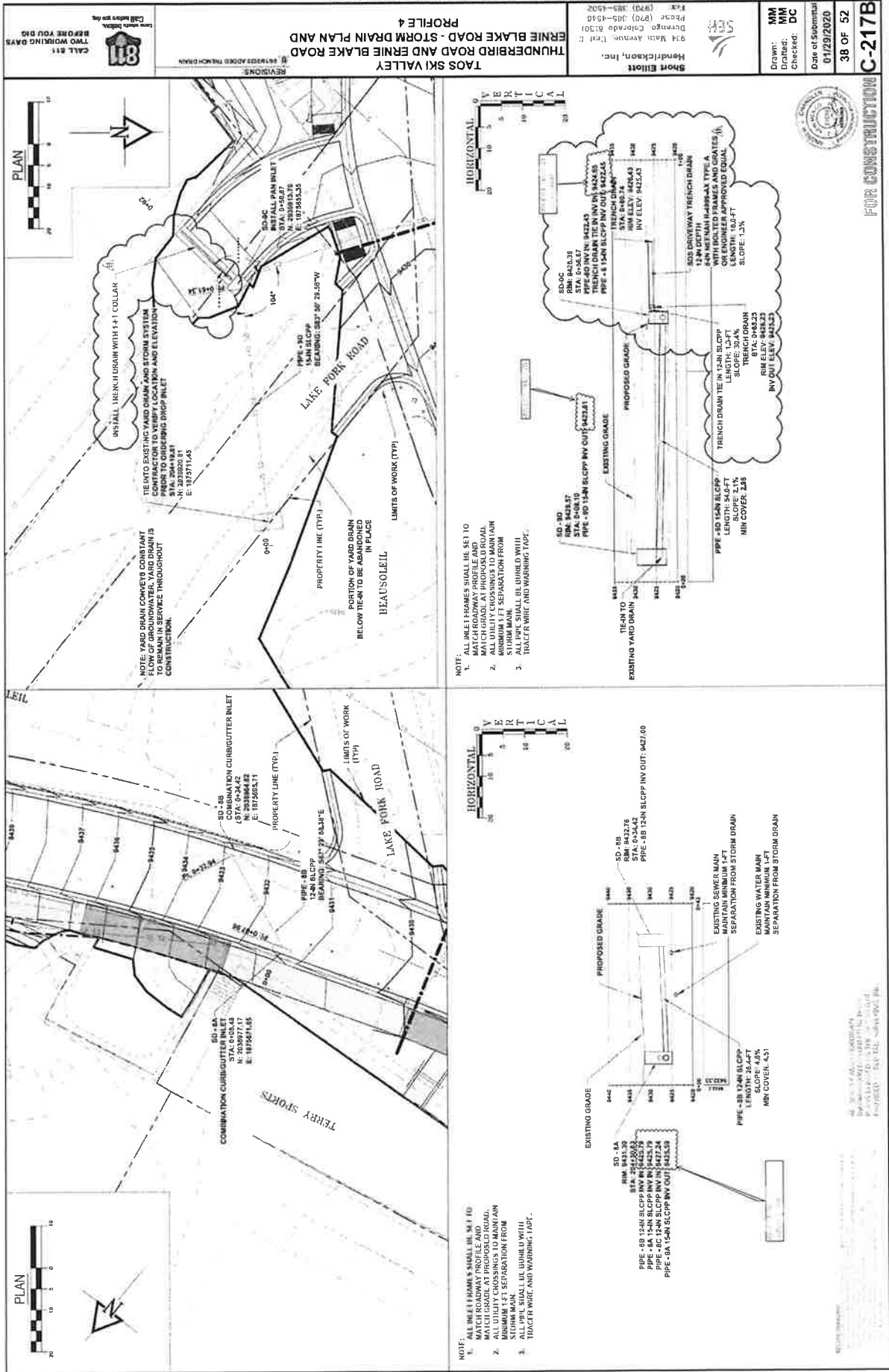
Short Elliott
Hendrickson, Inc.

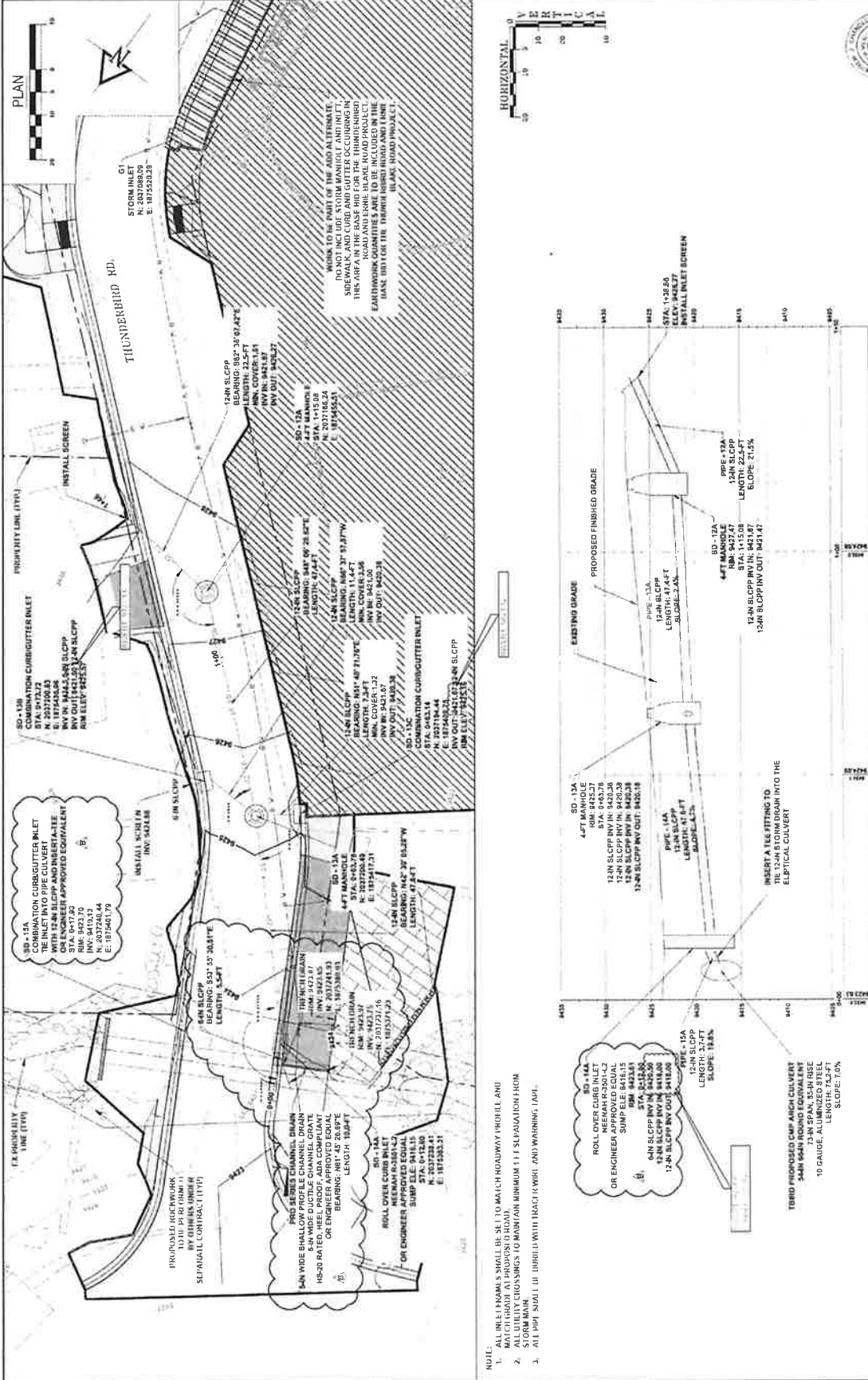
Drawn: MM
Drafted: MM
Checked: DC
Date of Submission: 01/29/2020
35 OF 52
C-214

FOR CONSTRUCTION

- NOTE:
1. ALL INLET FRAMES SHALL BE SET TO MATCH EXISTING GRADE. ALL INLET FRAMES SHALL BE SET TO MATCH PROPOSED ROAD GRADE.
 2. ALL UTILITY CROSSINGS TO MAINTAIN MINIMUM 1 FT SEPARATION FROM STORM DRAIN.
 3. ALL PIPE SHALL BE BURIED WITH TRACER WIRE AND WARNING TAPE.

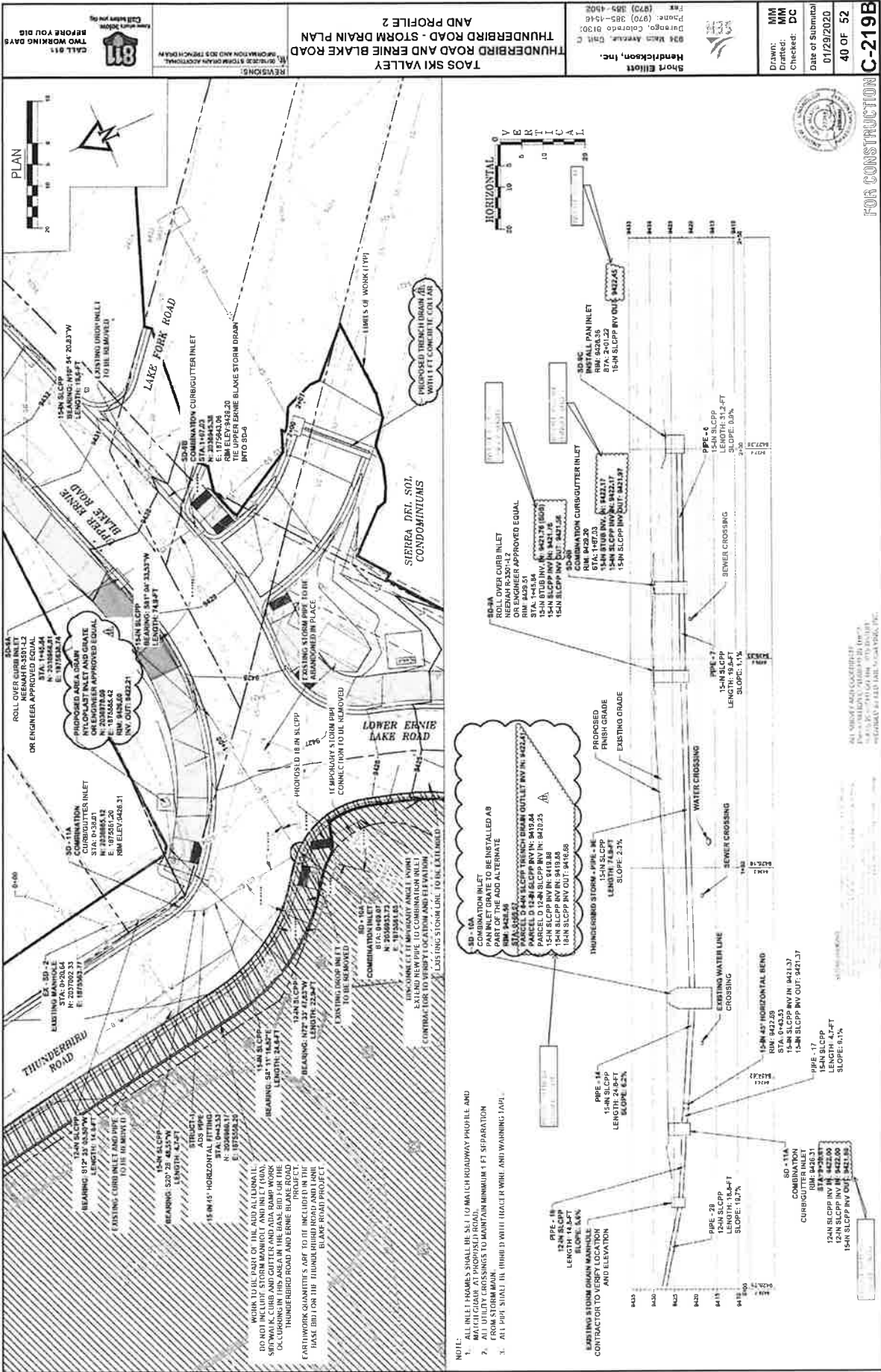


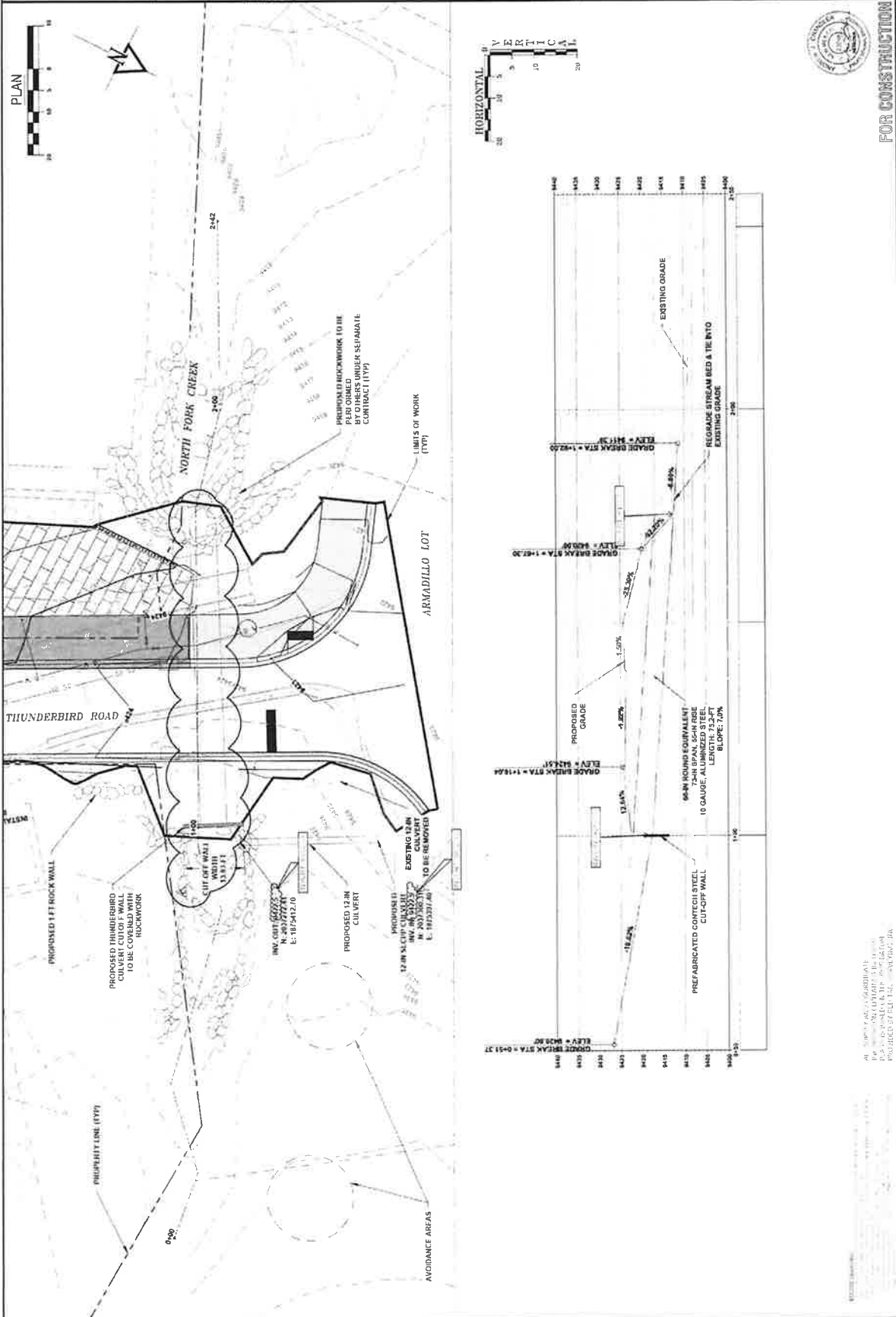


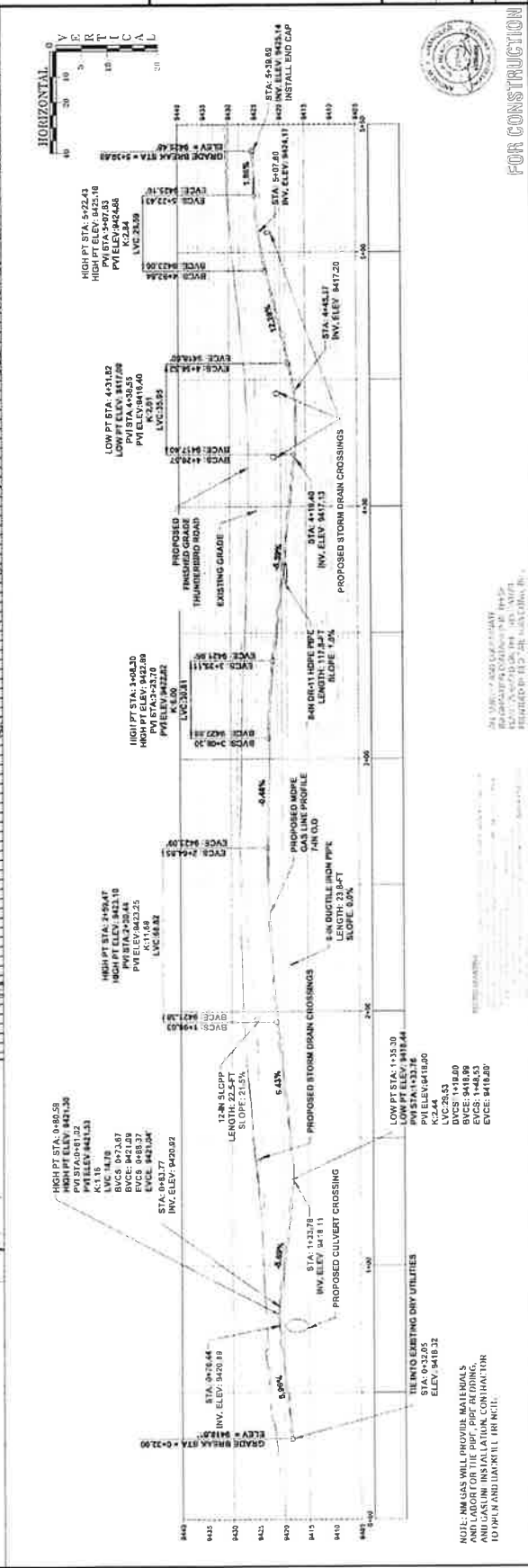


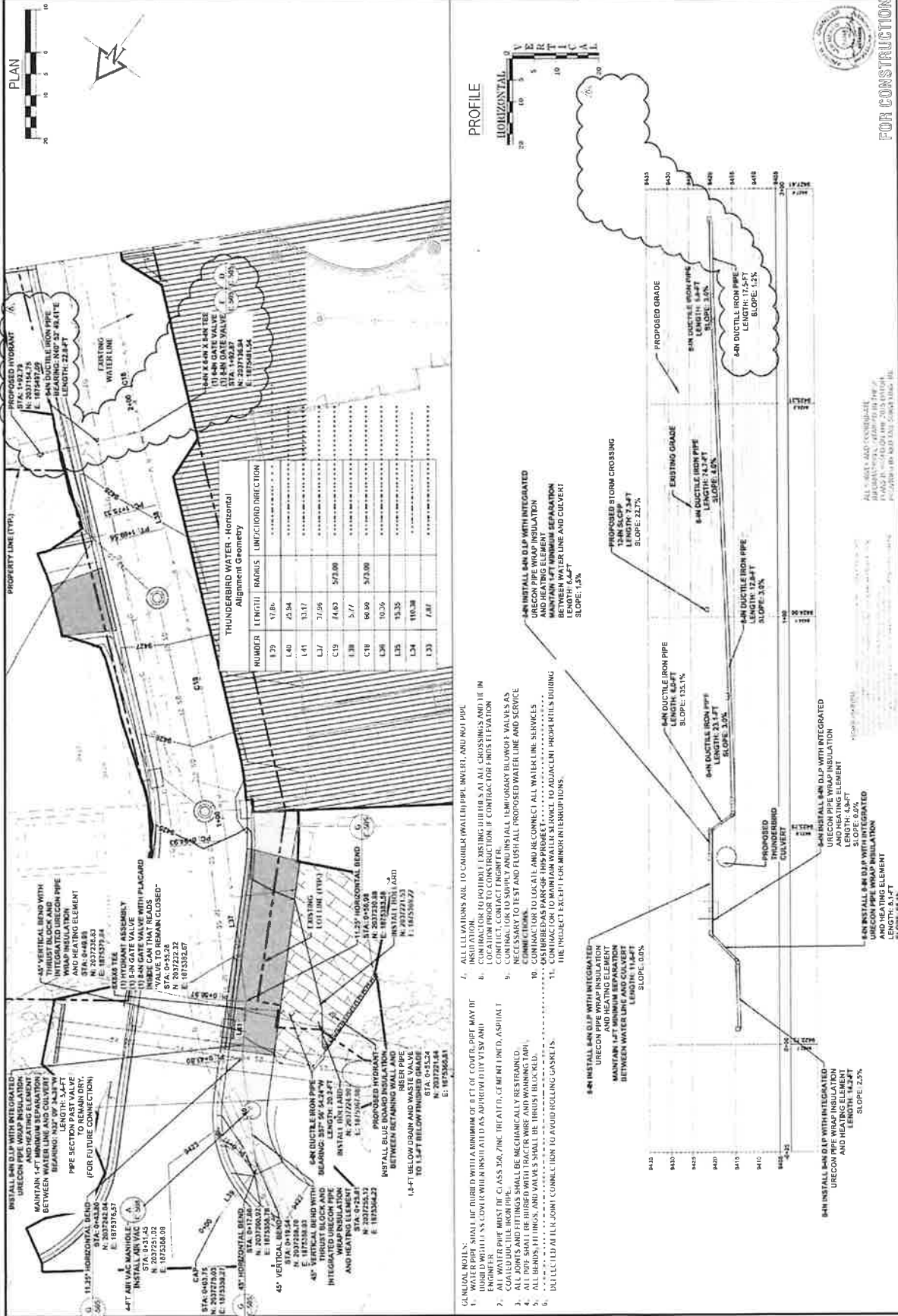
1. ALL INLET FRAME'S BE SET TO MATCH ROADWAY PROFILE AND MATCH GRAIN AT PROPOSED TO ROAD.
2. ALL UTILITY CROSSINGS TO MAINTAIN MINIMUM 1:1 SLOPE/VALUATION FROM STORM MAIN.
3. ALL PIPE SHALL BE DRAIN WITH TRACT (WIRE) AND WARNING TAPE.

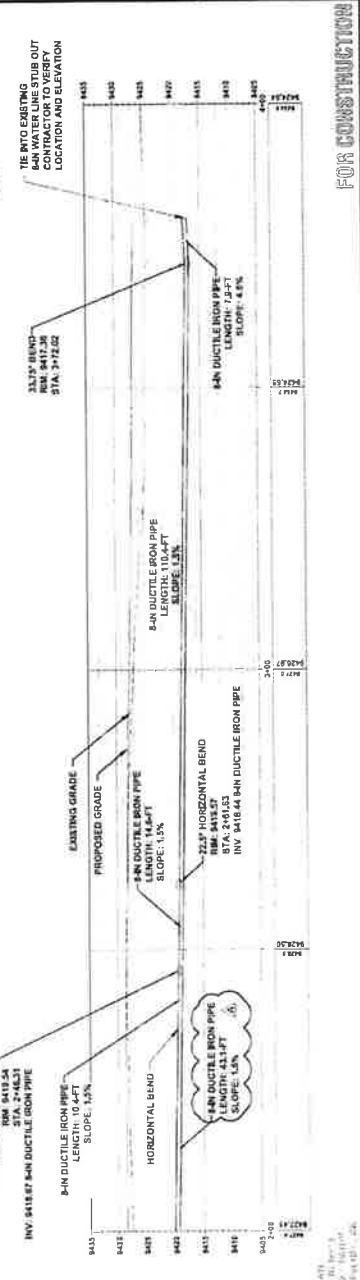
10. *Journal of the American Medical Association*, 2000; 283: 2689-2694.











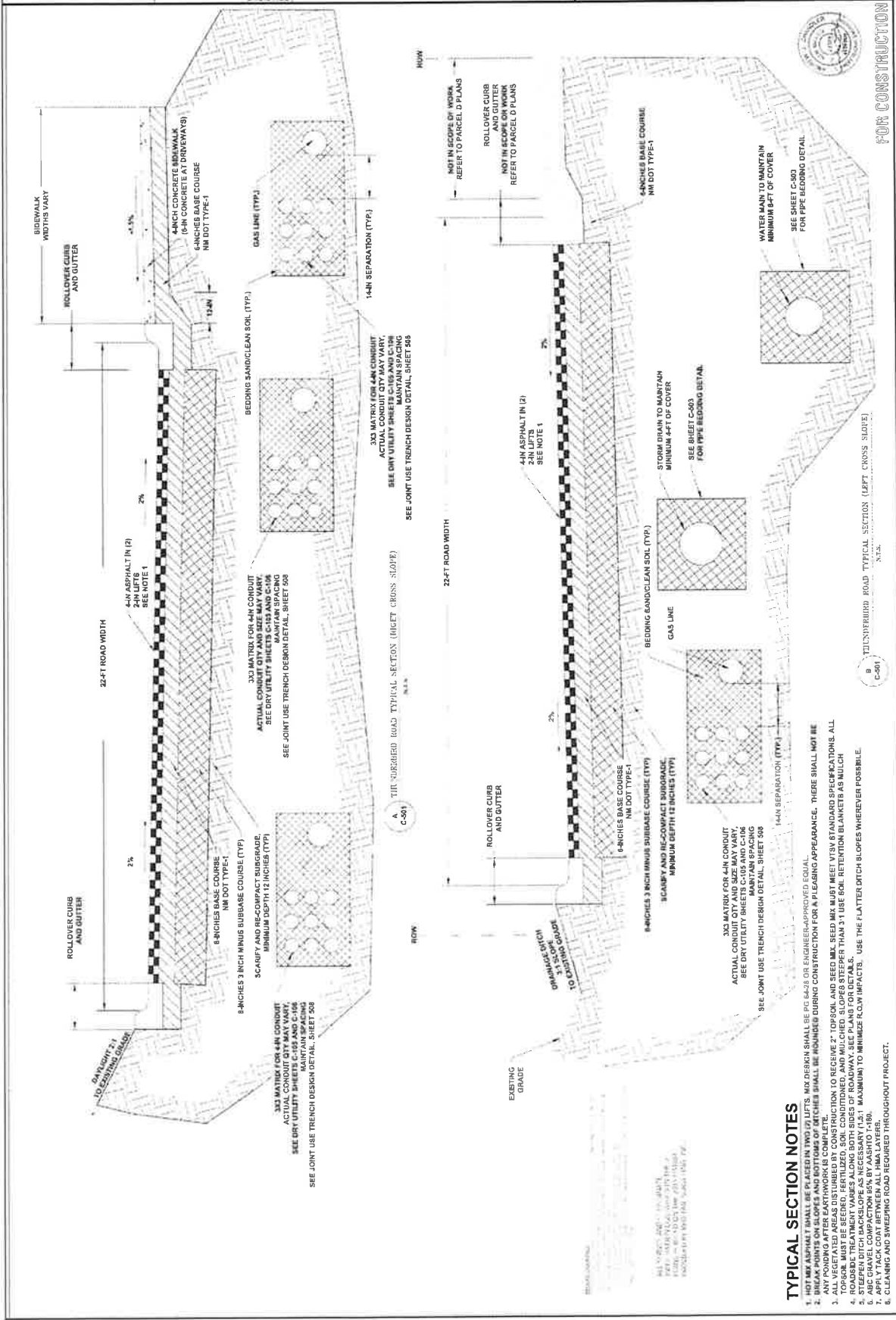
ALL ELEVATIONS ARE TO CENTER (WATER) PIPE, INVERT, AND NOT PIPE INSULATION.

CONTRACTOR TO PROVIDE ALL TIES AND CLIMBERS, AND THE IRON ANCHORS AND WELDS, TO BE USED IN THE CONTRACTOR'S FOUNDATION CONCRETE.

CONTRACTOR TO TEST AND FLUSH ALL PROPOSED WATER LINE AND SERVICE CONNECTIONS.

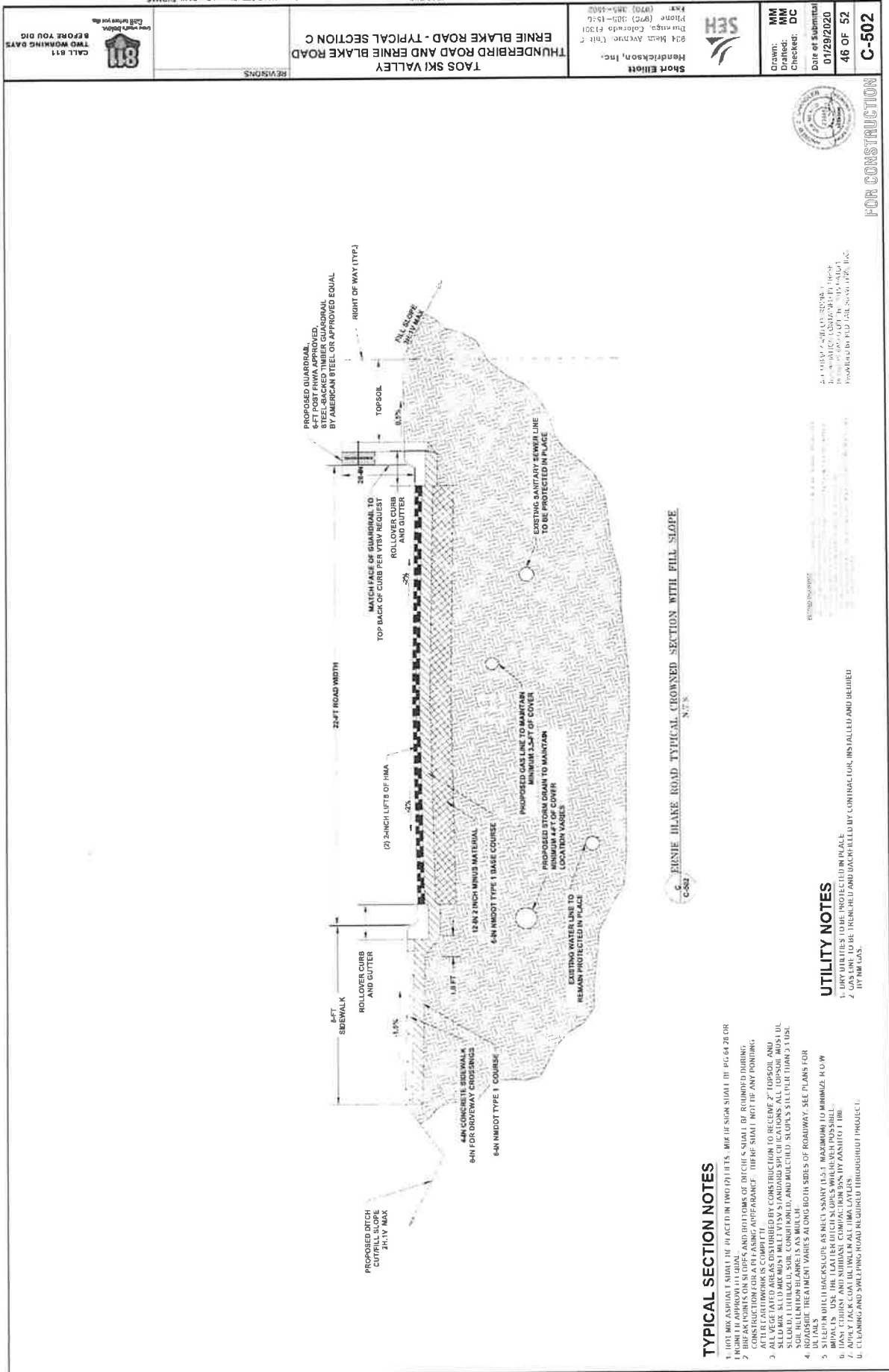
CONTRACTOR TO LOCATE AND RECONNECT ALL WATER LINE SERVICES.

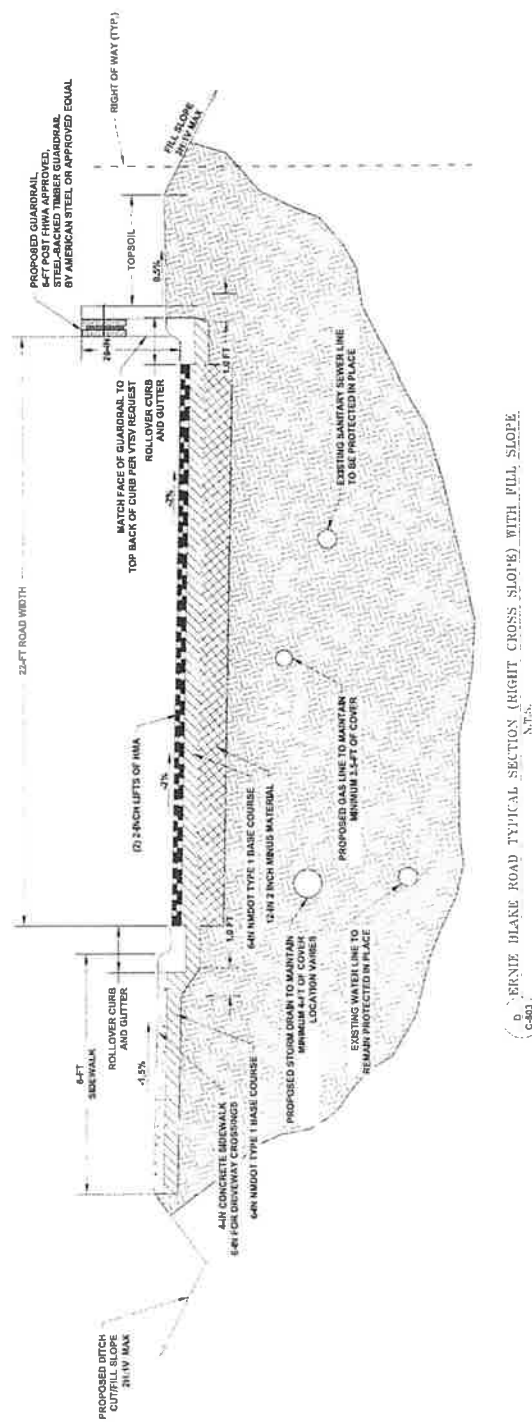
CONTRACTOR TO PROVIDE ALL NECESSARY FOUNDATION ELEVATIONS, INCLUDING THE EXISTING FINISH FLOOR ELEVATIONS, TO ALL PROPERTIES SURROUNDING THE PROJECT. EXCEPT FOR MINOR INLET CONNECTIONS.



TYPICAL SECTION NOTES

- THE HOT ASPHALT SHALL BE PLACED IN TWO LIFTS. NO DESIGN SHALL BE PG 64-8 OR ENGINEER-APPROVED EQUAL. INLEAK POINTS AT WALLS AND BOTTOMS OF DETATCHES SHALL BE INQUIRED DURING A PLEASING APPEARANCE. THERE SHALL NOT BE ANY PONDING AFTER EARTHWORK IS COMPLETE.
- TOPSOIL SHALL BE ORDERED TO SPECURE 2", TOPSOIL AND SEED MIX SHALL MEET VISTV STANDARD SPECIFICATIONS. ALL TOPSOIL MUST BE SEED, FERTILIZED, AND MULCHED. SLOPES GREATER THAN 3:1 USE ROOF RETENTION BLANKETS AS MUCH AS POSSIBLE. TREATMENT VARGES ALONG BOTH SIDES OF THE ROADWAY. USE PLANT FOR IMPACTS.
5. STEEPED DITCH BACKSLOPES AS NECESSARY (1.5:1 MAXIMUM) TO MINIMIZE EROSION IMPACTS.
6. PLANT ALL PLANTS AND TREES WITHIN 10' OF THE DITCH BACKSLOPE.
7. APPLY A TACK COAT BETWEEN ALL HMA LAYERS.
8. CLEANING AND SWEEPING ROAD REQUIRED THROUGHOUT PROJECT.





SEH
904 Elm Avenue, Suite 100
Durango, Colorado 81301
Phone (970) 385-1516
Fax: (970) 385-1502

Drawn:	MM
Drafted:	MM
Checked:	DC
Date of Submission	
01/29/2020	
49 OF 52	
C-505	

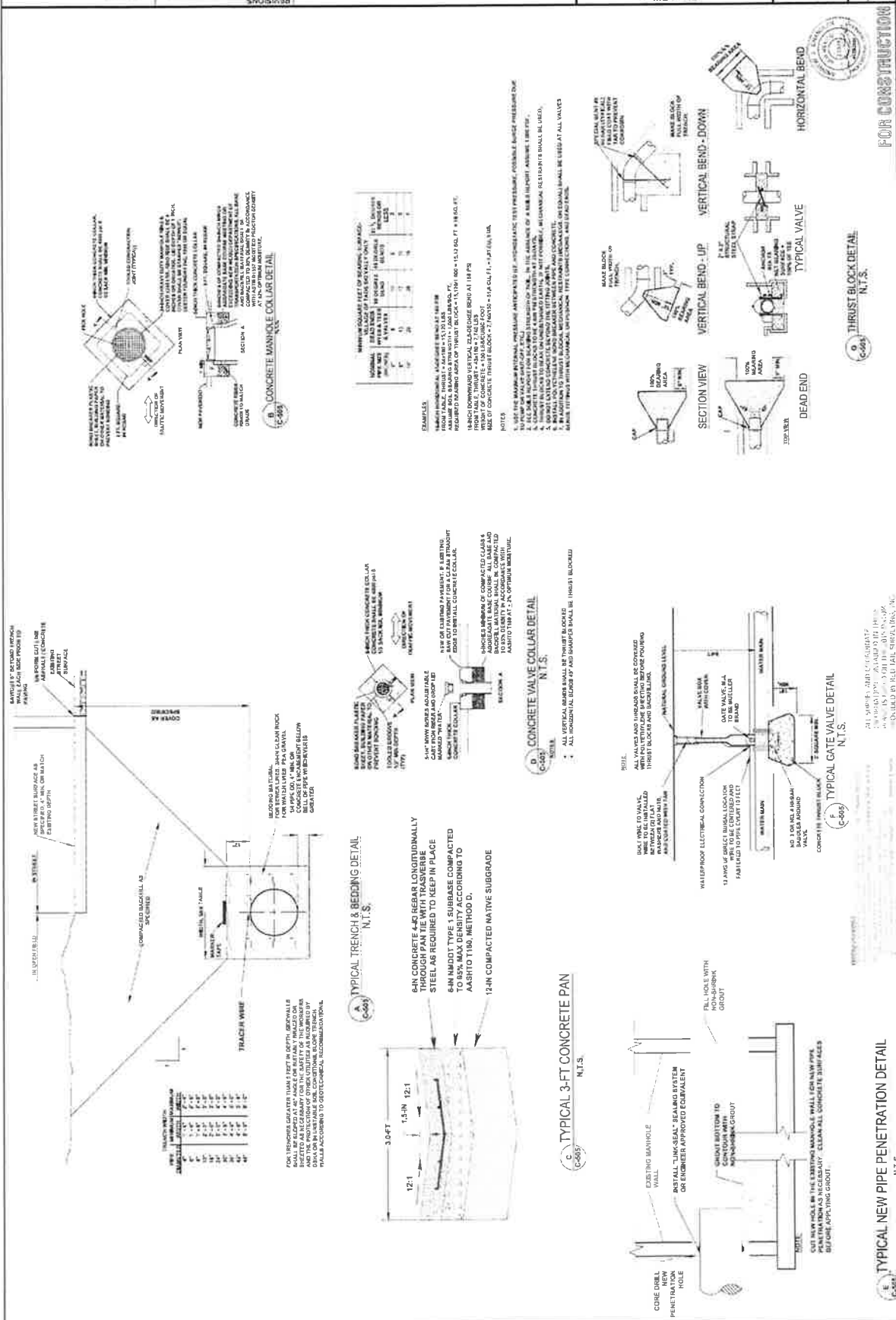
FOR CONSTRUCTION

THRUST BLOCK DETAIL
N.T.S.

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E PENETRATION DETAIL

TYPICAL NEW PIPE PE



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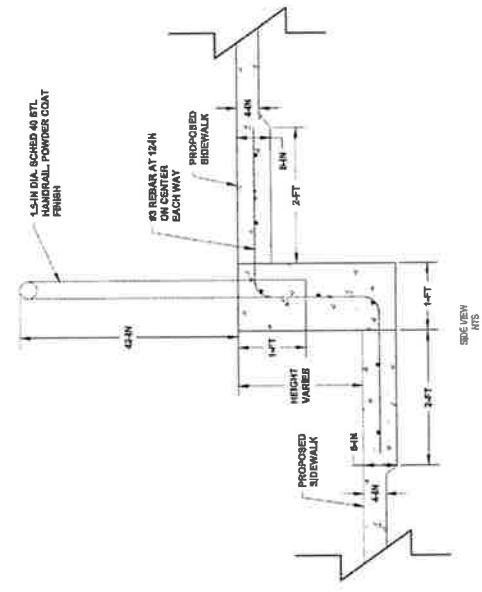
TAOS SKI VALLEY THUNDERBIRD ROAD AND ERNIE BLAKE ROAD TYPICAL DETAILS 3

Short Elliott
Hendrickson, Inc.
934 Main Avenue, Suite C
Durango, Colorado 81301
Phone (970) 386-4548
Fax (970) 386-4502

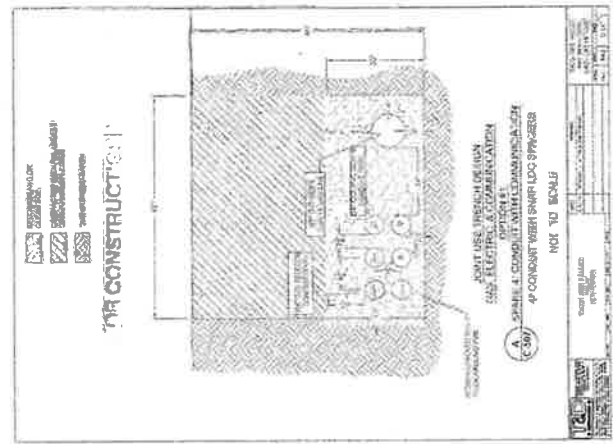
Drawn: MM
Drafted: MM
Checked: DC
Date of Submittal: 01/25/2020
51 OF 52
C-507



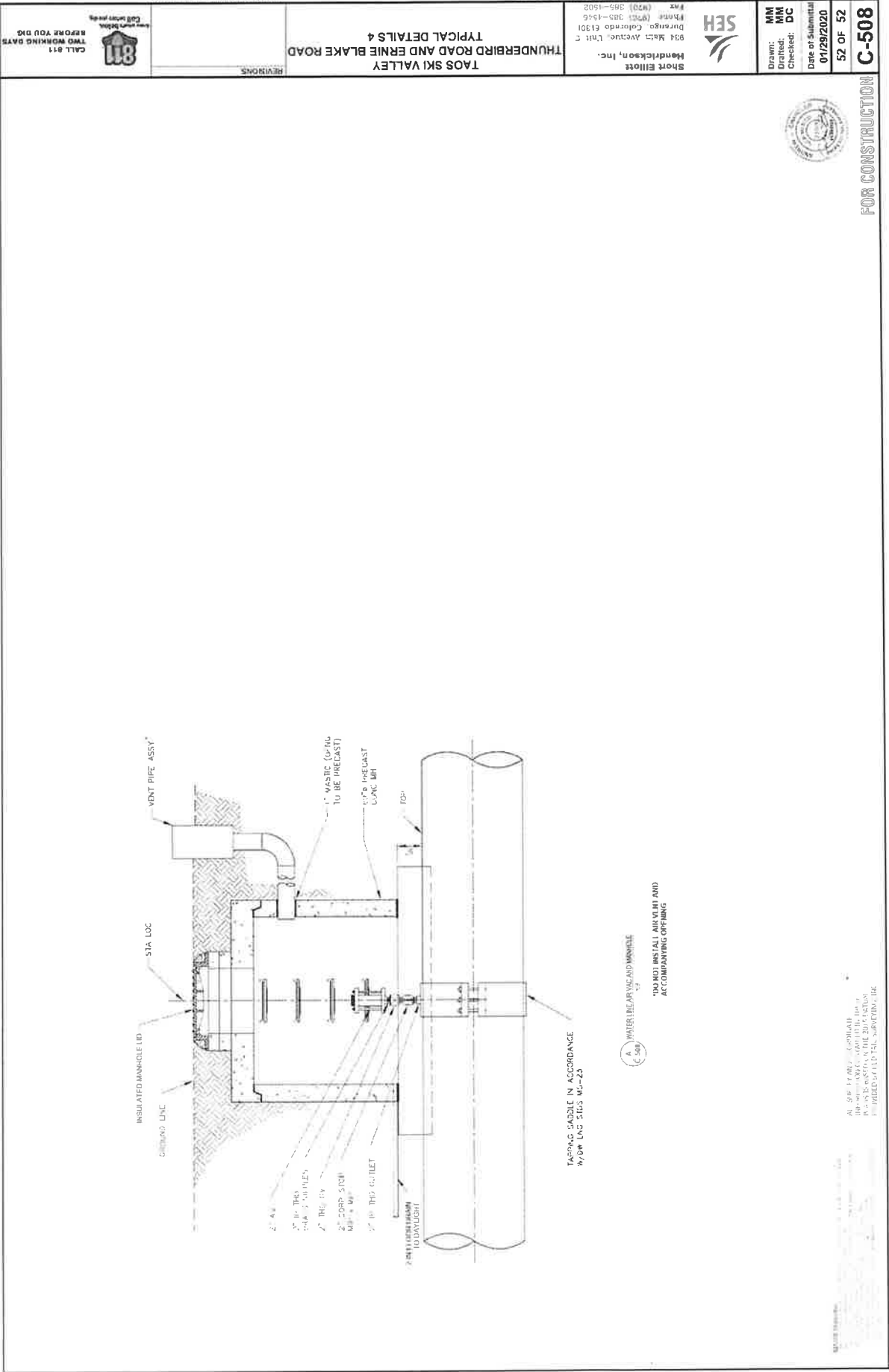
FOR CONSTRUCTION



SEE WALL WITH REBAR AND SLOPE



SEE WALL WITH REBAR AND SLOPE



ALL SHOWN DETAILS ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND PROVIDING THE NECESSARY DETAILS FOR THE PROJECT.

DATE: 01/29/2020
 DRAWN BY: MM
 CHECKED BY: DC
 DATE OF SUBMITTAL: 01/29/2020
 SHEET NO. 52 OF 52
 PROJECT NO. C-508



FOR CONSTRUCTION



Short Elliott
 Hendrickson, Inc.
 934 Main Avenue, Unit C
 Durango, Colorado 81301
 Phone: (970) 385-1516
 Fax: (970) 385-1502

TAOS SKI VALLEY
 THUNDERBIRD ROAD AND ERNIE BLAKE ROAD
 TYPICAL DETAILS 4

REVISIONS



THUNDERBIRD ROAD AND ERNIE BLAKE ROAD
TAOS SKI VALLEY
SUPPLEMENTAL SHEET 1 - PARCEL D
ELECTRICAL CABINET

Short Elliott
Hendrickson, Inc.
834 Main Avenue, Suite 200
Boulder, Colorado 80501
(303) 440-1511

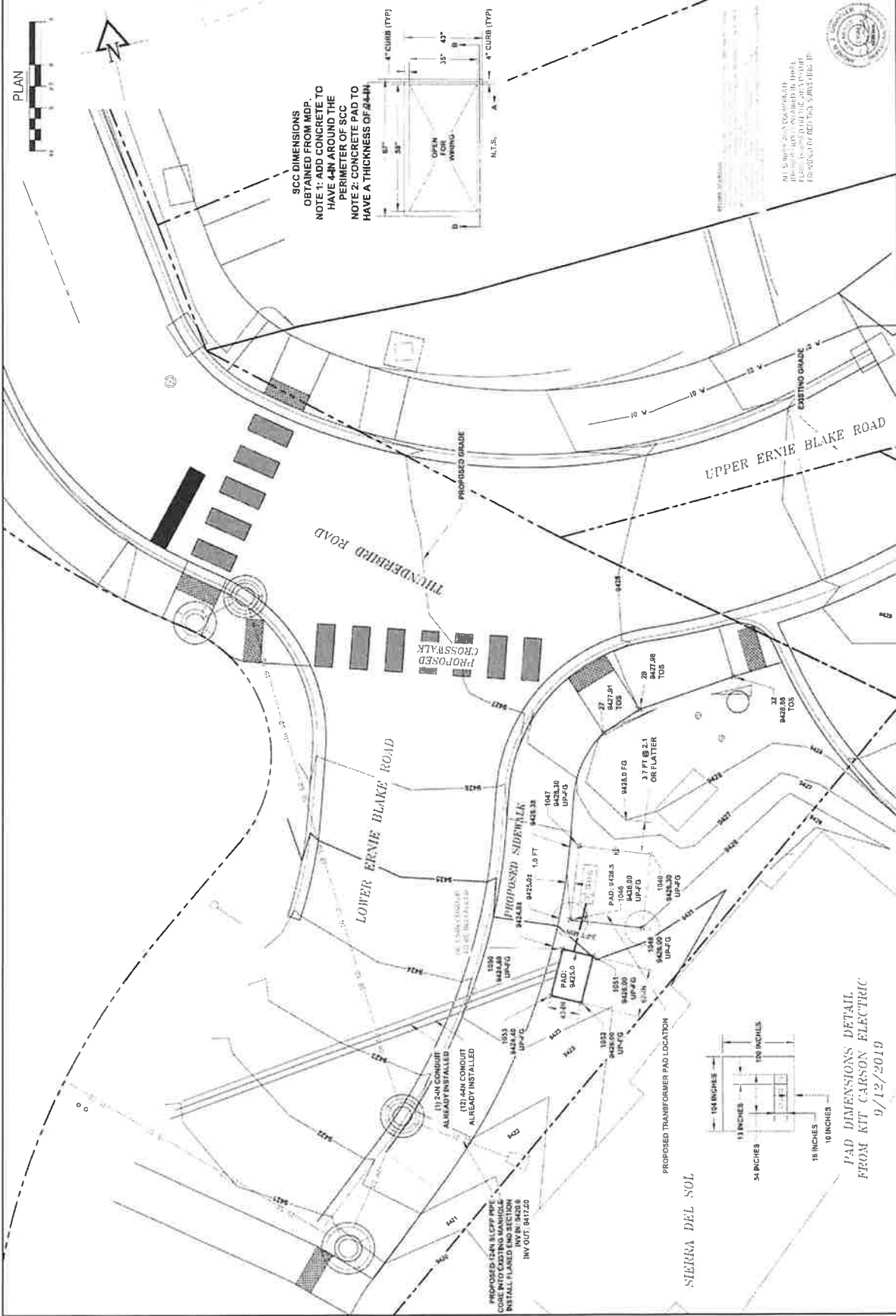
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Date of Submission: 05/18/2022

1 OF 1

SP-1

ALL SOURCE AND COSMOPOLITAN
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FIELDWORK FOR DETECTING AND



**DEDICATION TO VILLAGE OF PUBLIC INFRASTRUCTURE AND IMPROVEMENTS TO
ERNIE BLAKE AND THUNDERBIRD ROADS AND THEIR RESPECTIVE CROSSINGS**

12/20/24

EXHIBIT D

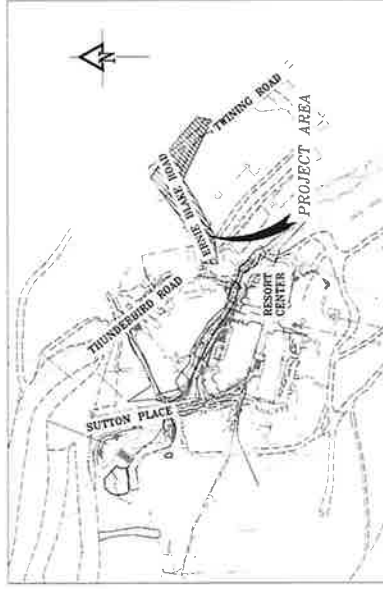
ENGINEERED PLANS/AS-BUILT DRAWINGS

ERNIE BLAKE ROAD WATER AND SEWER

General Notes:

- 1) These plans, Village of Taos Ski Valley (VTSV), the New Mexico Standard Specifications for Public Works Construction and New Mexico Department of Transportation (NDOT), including details and technical specifications shall be the governing documents for this project. The contractor shall be responsible for any deficiencies that may exist in the above order of priority. Field conditions may exist that require changes to drawings. If such conditions are encountered, the governing documents shall prevail in the above order of priority.
- 2) The contractor is responsible for obtaining all required permits prior to the commencement of any work on the project.
- 3) An Excavation Permit for Work in the Public Ways shall be obtained prior to commencement of work within the public right-of-way (R.O.W).
- 4) The contractor shall be responsible for notifying the owner/developer of any problems in conformity to the approved plans for any element of the proposed improvements prior to its construction.
- 5) Taos Ski Valley Inc (TSV) or it's designated representative shall be responsible during construction activities to resolve construction problems due to changed conditions or design errors encountered by the contractor during the process of any construction. The contractor shall be responsible for notifying the TSV, VTSV or engineer to the approved plans. The contractor shall be responsible for any future contingencies public or private improvements, the engineer shall be responsible for submitting revised plans to the appropriate agencies for any improvements to be constructed in accordance with the approved plans or the approved revised plans shall be removed and the improvements shall be reconstructed according to the approved plans.
- 6) The contractor shall contact the appropriate agencies for location of underground gas, electric, telephone, water and sewer utilities at least 48 hours prior to commencement of construction.
- 7) The contractor shall be responsible for providing a copy of RECORD DRAWINGS to the USFS, ACOE, VTSV, and Engineer prior to final acceptance of work.
- 8) The contractor shall notify the appropriate parties at least 48 hours prior to desired inspections.
- 9) The contractor shall reset all Survey Monuments disturbed during construction within 60 days of project completion.
- 10) The contractor shall be solely and completely responsible for conditions at and adjacent to the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.
- 11) The duty of the representative for TSV or Russell Planning & Engineering to conduct construction review of the contractor's safety measures in, on, or near the construction site.
- 12) The contractor shall limit staging and stockpiling of materials in the staging areas previously approved by VTSV or TSV, unless otherwise approved by Property Owner in writing. All debris, trash, slash and excess materials shall be immediately removed from the staging areas and disposed of as required by County Codes and Regulations. No excess material shall be disposed of on USFS property.
- 13) VTSV approval must be obtained prior to stockpiling of material on VTSV R.O.W.'s or other VTSV lands or easements.
- 14) Survey provided by "Red Tail Surveying, Inc.", 301-A Linda Street Taos, NM 87571 Phone (575) 758-7441 BENCHMARK NORTH, N 2008553 62 E 1875014 34 ELEV 9380.77' BENCHMARK SOUTH, N 200802211 E 1874586.34 ELEV 9391.64'
- 15) The contractor shall provide all lights, signs, barricades, flagmen or other devices necessary to provide for public safety in accordance with the current Manual on Uniform Traffic Control Devices.
- 16) The contractor shall provide ingress and egress to provide property adjacent to the work throughout the period of construction, and prior to beginning work shall obtain written approval from the affected property owners impacted by this access.
- 17) Prior to final placement of surface pavement, all underground utility manholes shall be installed and service connections stubbed out beyond curb line when allowed by the utility. Service from public utilities and from sanitary sewers shall be made in accordance with the applicable codes and regulations. The contractor shall ensure that the street pavement, curb, gutter, and sidewalk when connections are made.
- RECORD DRAWINGS
- THIS RECORD DRAWING IS A COMPILED REPRESENTATION OF THE CONSTRUCTED PROJECT BASED ON INFORMATION PROVIDED BY OTHERS TO DATE.
- THE SOURCES, DATES, AND BASIS OF INFORMATION USED IN THE PREPARATION OF THESE RECORD DRAWINGS ARE AS FOLLOWS:
- SURVEY INFORMATION PROVIDED BY RED TAIL SURVEYING, INC.
- SITE OBSERVATIONS FROM 2017 TO 2020 DURING CONSTRUCTION.
- DISCUSSIONS WITH ROBINS CONSTRUCTION AND BRADBURY STAMM CONSTRUCTION AND THEIR SUBCONTRACTORS.

VILLAGE OF TAOS SKI VALLEY UPPER ERNIE BLAKE ROAD TAOS COUNTY, NEW MEXICO



VICINITY MAP
N.T.S.

Sheet List Table

Sheet Number	Sheet Title
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C-102	SITE PLAN
C-103B	PROPOSED WET UTILITY PLAN
C-104B	PROPOSED DRY UTILITY PLAN
C-105B	PROPOSED DRY UTILITY PLAN
C-106	OVERALL GRADING PLAN
C-107	ERNE BLAKE ROAD AND TUNING ROAD INTERSECTION GRADING
C-108	ERNE BLAKE ROAD AND TUNING ROAD INTERSECTION GRADING
C-109	POWDERHORN ENTRANCE AND DEERHORN DRIVEWAY GRADING
C-110	LAKE FORK ROAD AND TERRY SPORTS DRIVEWAY GRADING
C-201	ERNE BLAKE ROAD P.P. PRO STA 5+00 TO STA 7+00
C-202	ERNE BLAKE ROAD P.P. PRO STA 7+00 TO STA 9+00
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C-205	LAKE FORK ROAD AND ERNIE BLAKE ROAD CURB DETAIL PROFILES
C-206	WALL P.P. PRO STA 55+00 TO STA 58+00
C-207	WALL P.P. PRO STA 58+00 TO STA 60+00
C-208	STORM P.P. PRO STA 30+00 TO STA 30+40
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C-211	STORM P.P. PRO STA 30+80 TO STA 30+90
C-212	SEWER P.P. PRO STA 300+00 TO STA 302+50
C-213	SEWER P.P. PRO STA 302+50 TO STA 304+50
C-214B	WATER P.P. PRO STA 400+00 TO 402+50
C-215	WATER P.P. PRO STA 402+50 TO 404+50
C-216	TEMPORARY WATER P.P. PRO
C-217	GAS P.P. PRO
C-504-1	ROAD SECTION A
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C-504-3	ROAD SECTION C
C-504-4	ROAD SECTION D
C-505	TYPICAL DETAILS
C-506	TYPICAL DETAILS
C-507	TYPICAL DETAILS
C-508B	TYPICAL DETAILS

SEE 2019 PLANS

SEE 2019 PLANS

UPPER ERNIE BLAKE ROAD COVER SHEET

Russell Planning & Engineering, Inc.
Civil Engineering Services
934 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 385-4508
Fax: (970) 385-4502



Drawn: MM
Checked: MM
Date of Submittal: 3/29/2018
1 OF 40
C-001B



REVISIONS:
06/29/2018 3:11 P.M. SLOPE
07/25/2018 UTILITY REVISIONS

File Name: R:\Current Projects\Land Projects\JTSV - Ernie Blake Rd & Intersection\ACD\Level 3 Production Dwg\COVER SHEET.Plot: 7/25/2018 5:43 PM Plot Style: HALE.57B Plotted By: MAGGIE MURPHY

Grading and Drainage Notes:

- 1) It is the Special Use Permit (SUP) holder's and their Contractor's responsibility to provide all needed equipment and other means of dust abatement and control to avoid wind erosion of excavated material and local nuisance due to neighboring businesses and residence in the Village and forest visitors accessing local recreation destination.
- 2) Any settlement or soil accumulations beyond the limits of construction due to grading or erosion shall be repaired immediately by the contractor.
- 3) Any construction delays or mud tracking on adjacent streets, or any other activity or public drive shall be removed immediately by the contractor in accordance with the Storm Water Pollution Prevention Plan (SWPPP). The contractor shall immediately fix any excavations or excessive pavement failures caused by the construction and shall properly barricade the site with construction its completed by the contractor to correct any erosion or settlement. The contractor shall be responsible for any damage to the site or any work order and/or do the work and make a claim against the letter of credit for any cost incurred by the agency.
- 4) Areas being disturbed by the grading shall be reseeded with native vegetation or as approved on the development plan or SWPPP.
- 5) A Storm Water Pollution Protection Plan (SWPPP) shall be included as part of grading permit for this project.

Utility Notes:

- 1) All horizontal dimensions are to the center of pipe.
- 2) Length of pipe called out in plans is the 3D length of the pipe from inner structure wall to inner structure wall.
- 3) Structure coordinates are given at center of structure.
- 4) Pipeline stationing is along the center line of the new pipe.
- 5) The contractor shall have in his possession at all times one (1) signed copy of plans and specifications which have been approved by The USFS and VTSV.
- 6) The existing sanitary sewer lines shall remain in service during the new sewer line construction.
- 7) All manholes shall be pre-cast concrete with joint gaskets and joint wrap.
- 8) All manhole ring and covers shall be installed with a maximum of 6" of concrete adjustment collars (riser rings).
- 9) The contractor shall backfill the trench up to the existing roadway surface, providing a smooth driving surface in the manner of the existing roadway. The contractor shall provide sections of trench at one time while still providing a usable roadway.
- 10) The contractor shall inform the construction observer 24 hours in advance when trench will be ready for completion tests. The agency shall retain a geotechnical engineer to perform the tests. The contractor shall be responsible for the costs of any re-testing required as a result of failed test results. Testing shall be performed by the original geo-tech firm.
- 11) When construction occurs in or across asphalt or concrete pavement, saw cut the pavement for a clean straight edge 6" outside the trench limits to allow clean removal and a good surface for proper patching.
- 12) All pavement saw cuts shall be 90° to one another.
- 13) The contractor shall repair or replace any public or private improvements in kind including but not limited to residential services, water lines, sewer lines, storm drains, etc., that were removed or damaged during construction.
- 14) The contractor shall relocate street signs temporarily during construction, then replace as required, including t-lock base, metal post, mounting hardware, etc.
- 15) The contractor shall be responsible for protection of all existing asphalt from construction equipment. Damaged asphalt shall be replaced by the contractor at his expense.
- 16) Contractor shall protect all utility existing and tie in points prior to construction to satisfy position and depth. The contractor shall be responsible for interference with proposed lines. Conflicts shall be addressed before pipe installation.
- 17) All storm sewer pipe shall be ADS smooth lined corrugated plastic pipe (SDCPP) or engineer-approved equivalent. All storm pipe joints shall be integral joint with water tight gasket.
- 18) All sanitary sewer manna shall be SDR-11 HDPE.
- 19) All sanitary sewer connections shall be heat fusion-welded. All pipe to pipe connections of HDPE to other pipe material shall be heat fusion welded.
- 20) Contractor shall video camera all existing sewer lines prior to construction in order to determine locations of all existing sanitary sewer service connections.
- 21) All concrete shall have a minimum 28-day strength of 4000 PSI. Where specifications conflict use the more stringent ruling.
- 22) All new water mains shall be Ductile Iron Pipe class 350, cement lined, and asphalt coated. All water and fitting connections shall be mechanically restrained with Mega-log or engineer approved equal.
- 23) All sanitary sewer manholes shall be concrete with waterproofing admixture, neoprene gaskets and exterior joint wrap with bandseal connections for pipe penetrations.

RECORD DRAWINGS

- THIS RECORD DRAWING IS A COMPILED REPRESENTATION OF THE CONSTRUCTED PROJECT
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2 OF 40
C-002

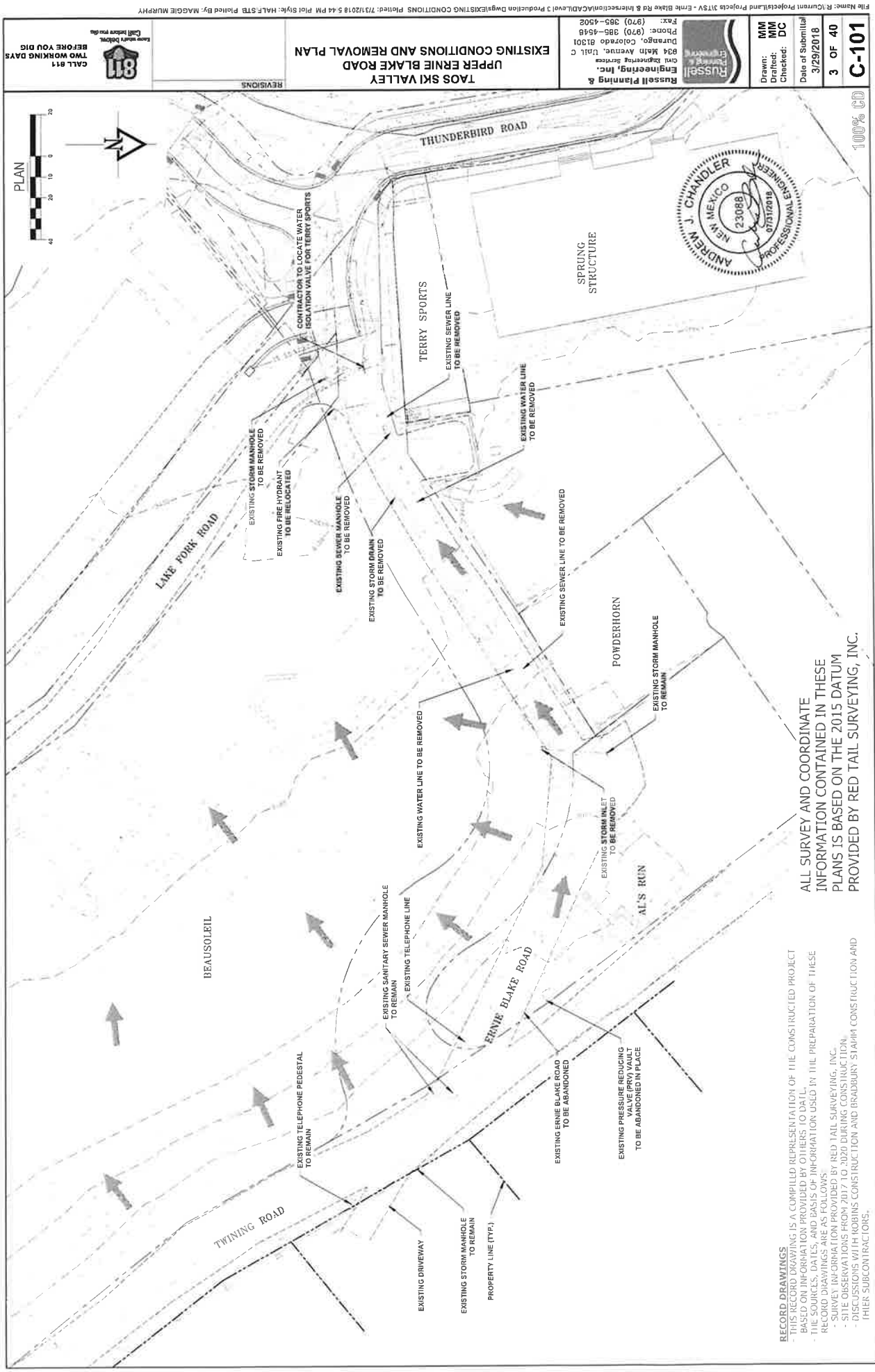


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Fax: (970) 385-4502

**TAOS SKI VALLEY
UPPER ERNIE BLAKE ROAD
GENERAL NOTES CONTINUED**

REVISIONS:





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REVISIONS

TAOS SKI VALLEY
UPPER ERNIE BLAKE ROAD
EXISTING CONDITIONS AND REMOVAL PLAN

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Civil Engineering Services
894 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 386-4548
Fax: (970) 386-4502

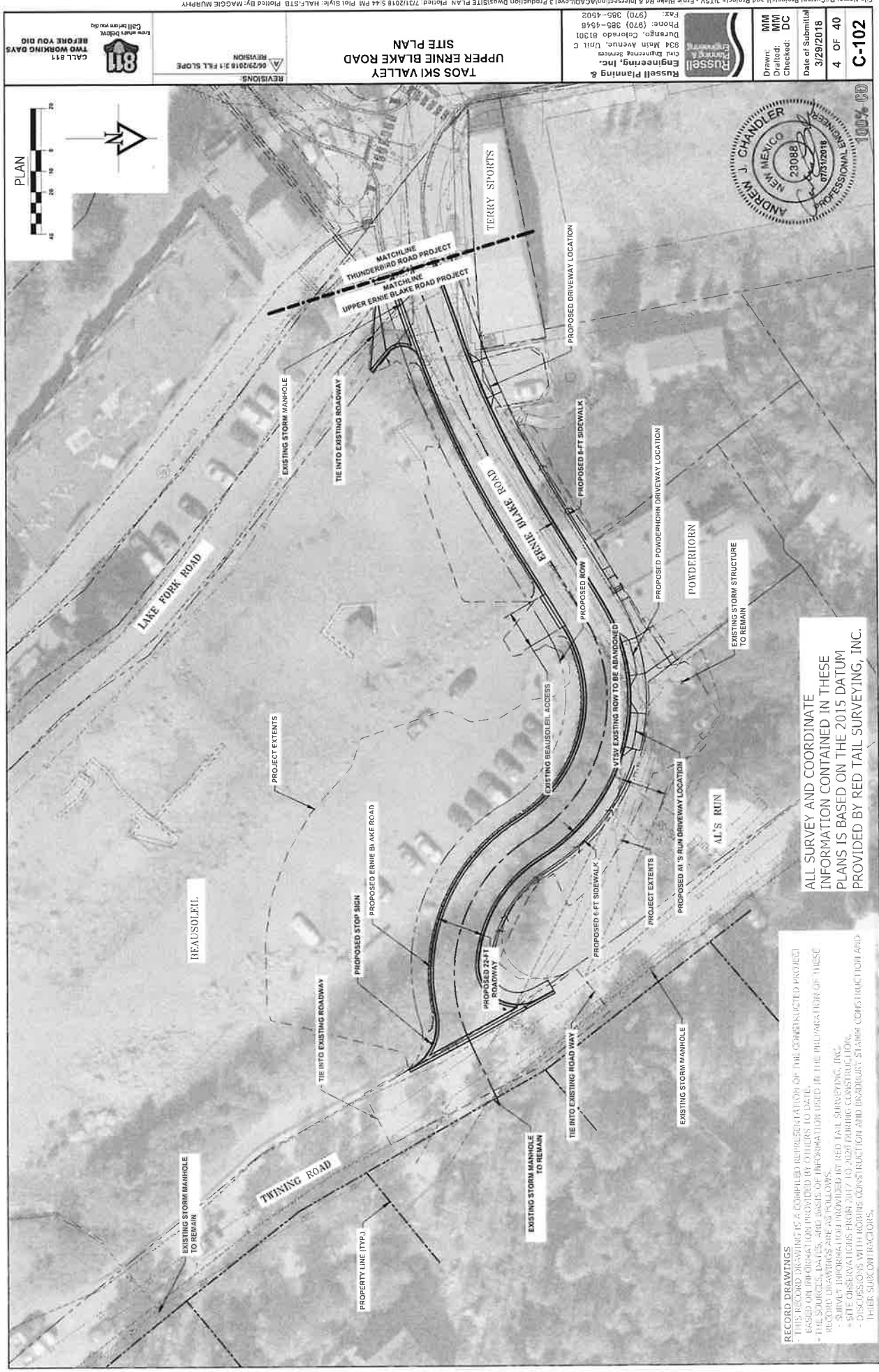
Russell
Engineering & Construction
Professional Engineer
Andrew J. Chandler
New Mexico
23088
07/31/2018

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Date of Submittal: 3/29/2018
3 OF 40
C-101

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REVISIONS
REVISION 06/29/2018 3:11 P.M. SLOPE

TAOS SKI VALLEY
UPPER ERNIE BLAKE ROAD
SITE PLAN

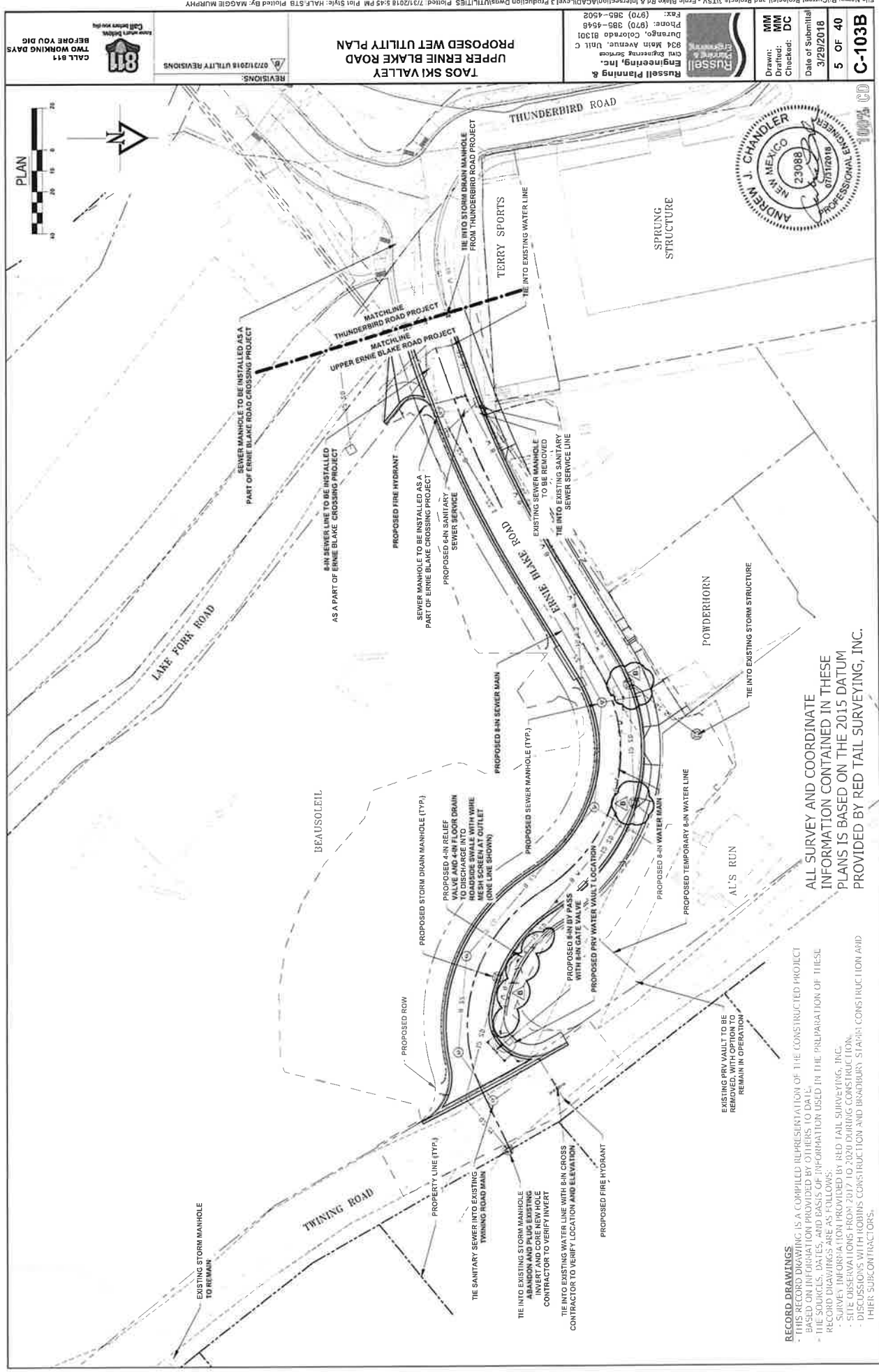
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Civil Engineering Services
834 Main Avenue, Unit C
Durango, Colorado 81301
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REVISIONS:
07/12/2018 UTILITY REVISIONS

TAOS SKI VALLEY
UPPER ERNIE BLAKE ROAD
PROPOSED WET UTILITY PLAN

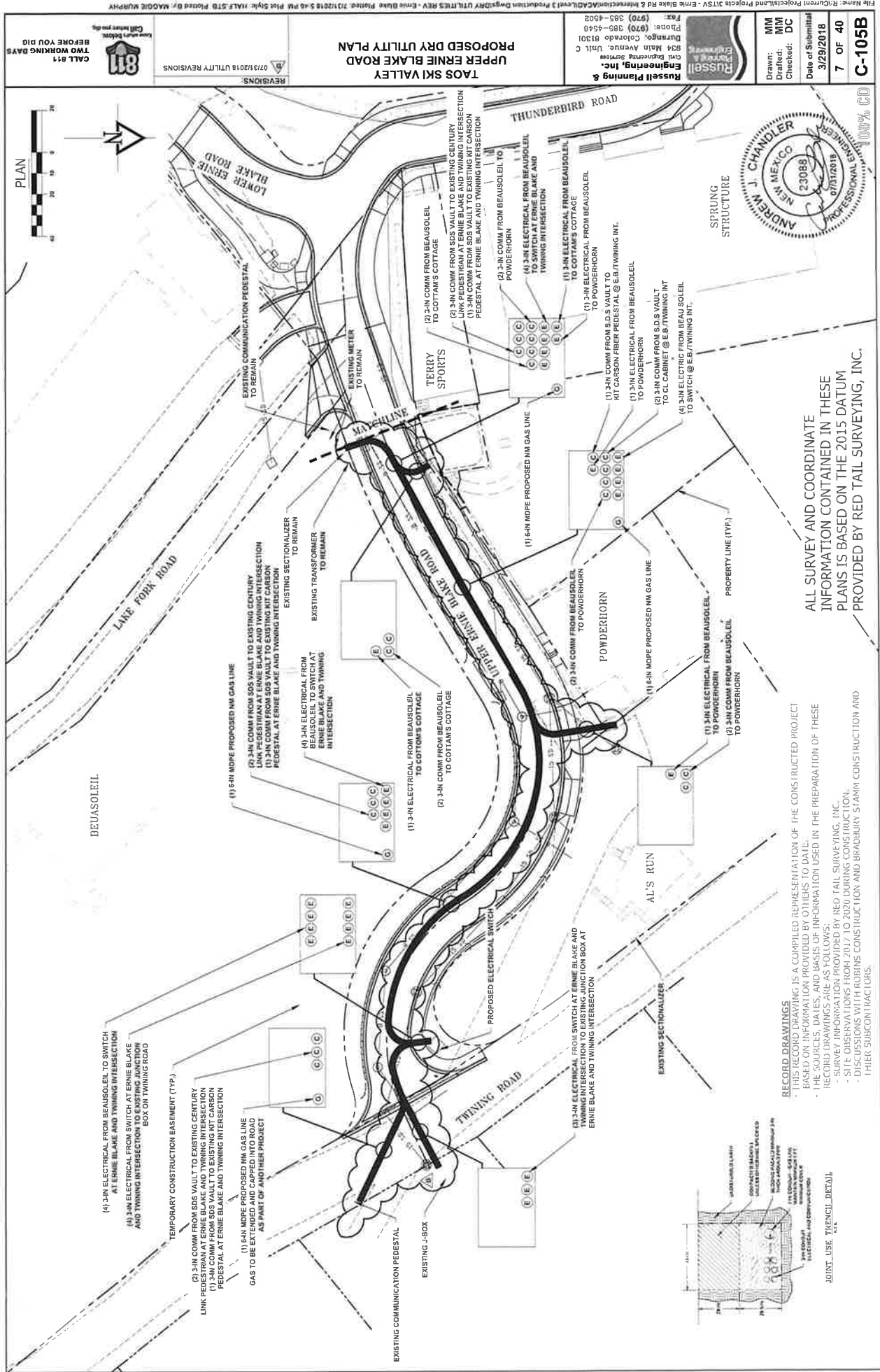
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Civil Engineering Services
934 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 385-4548
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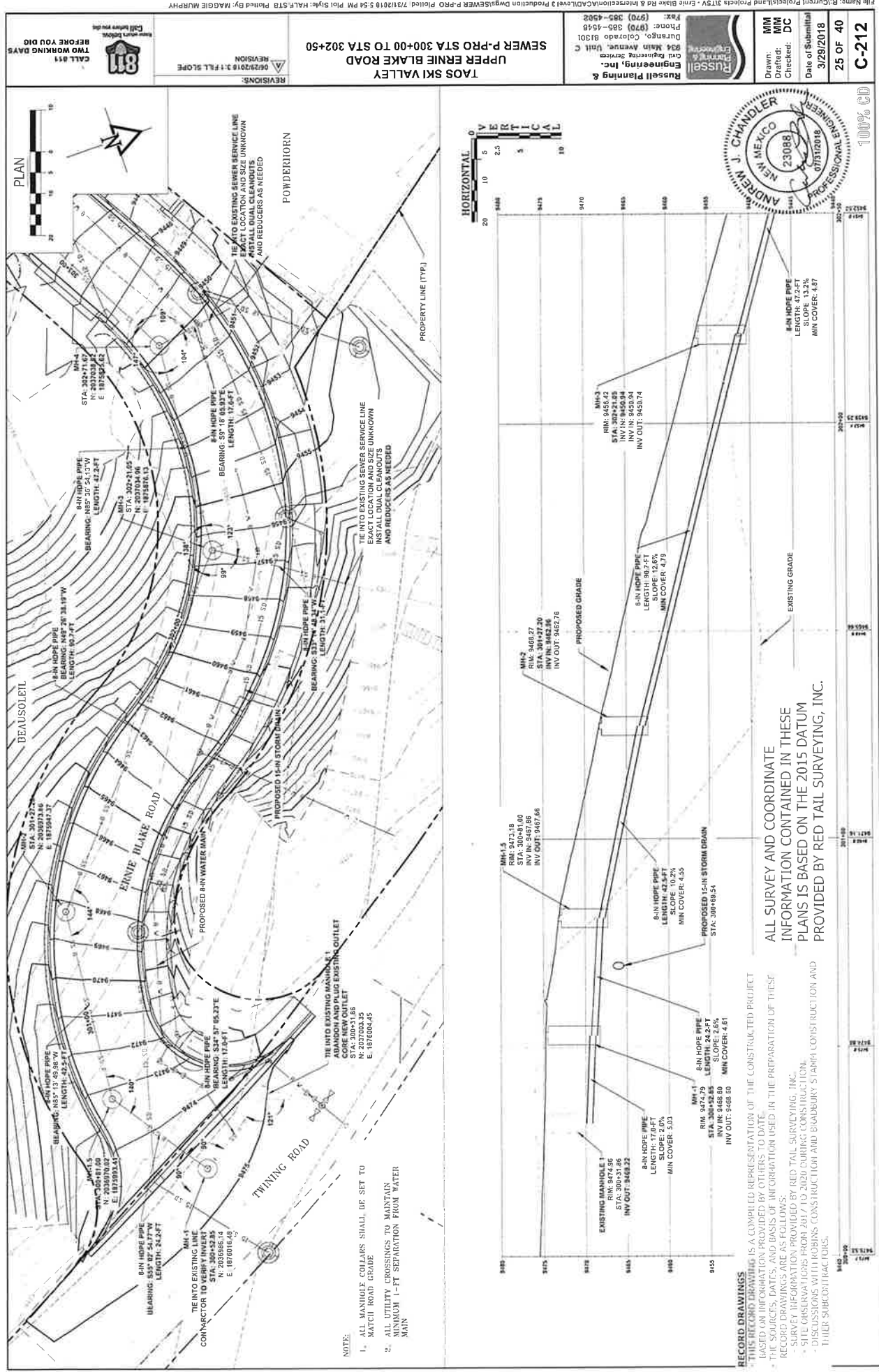
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Date of Submittal: 3/29/2018
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UPPER P-PRO STA 300+00 TO STA 302+50

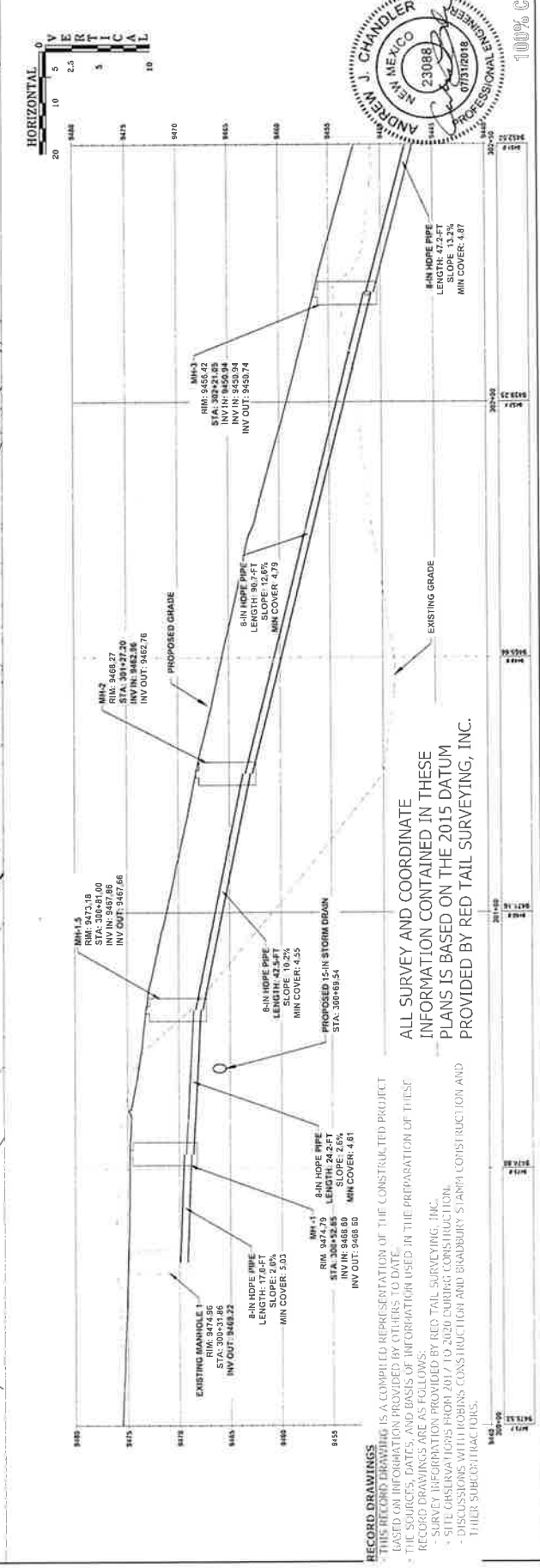
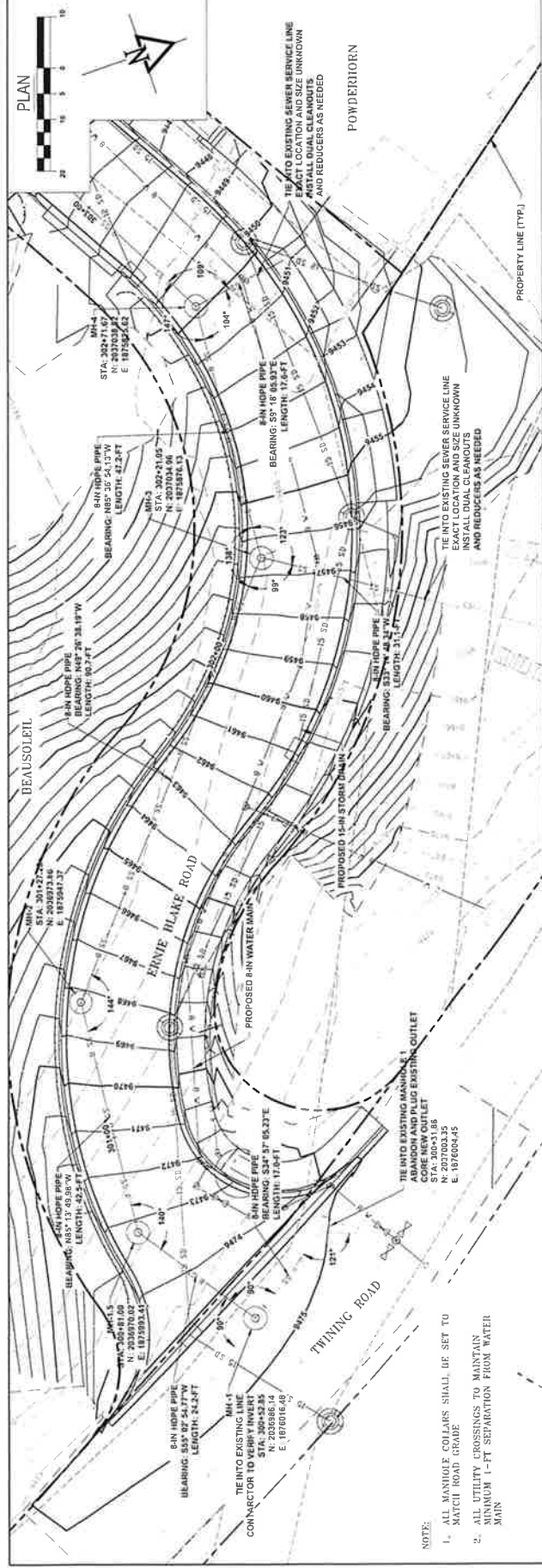
TAOS SKI VALLEY
UPPER ERNIE BLAKE ROAD
SEWER P-PRO STA 300+00 TO STA 302+50

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Civil Engineering Services
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Date of Submission: 3/29/2018
25 OF 40
C-212



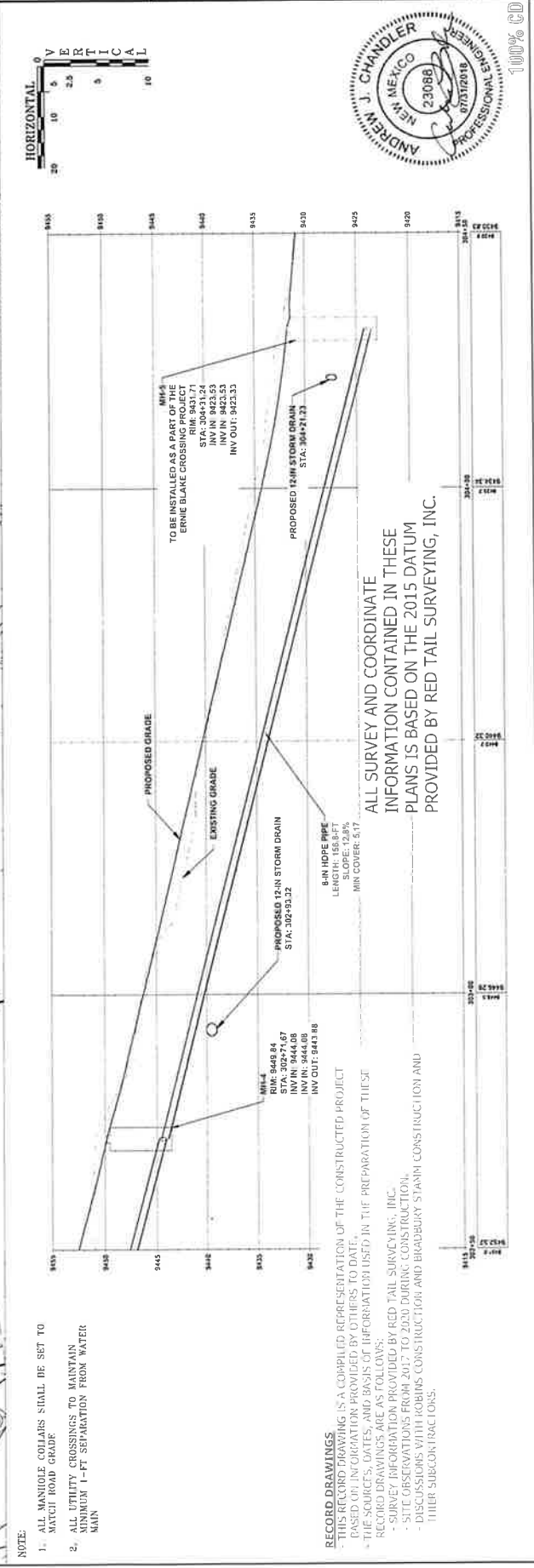
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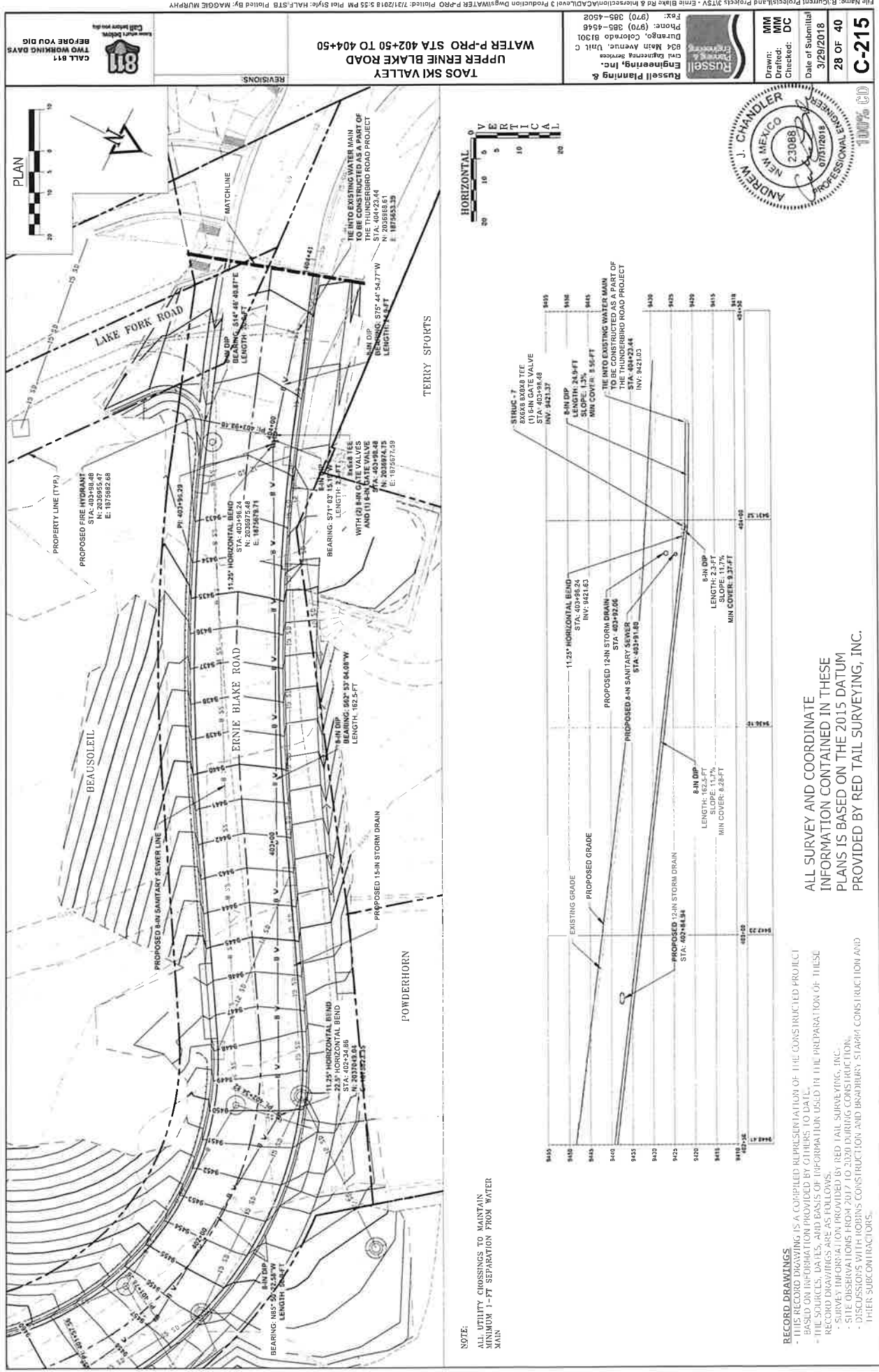
- NOTE:
- 1. ALL MANHOLE COLLARS SHALL BE SET TO MATCH ROAD GRADE
 - 2. ALL UTILITY CROSSINGS TO MAINTAIN MINIMUM 1-FT SEPARATION FROM WATER MAIN

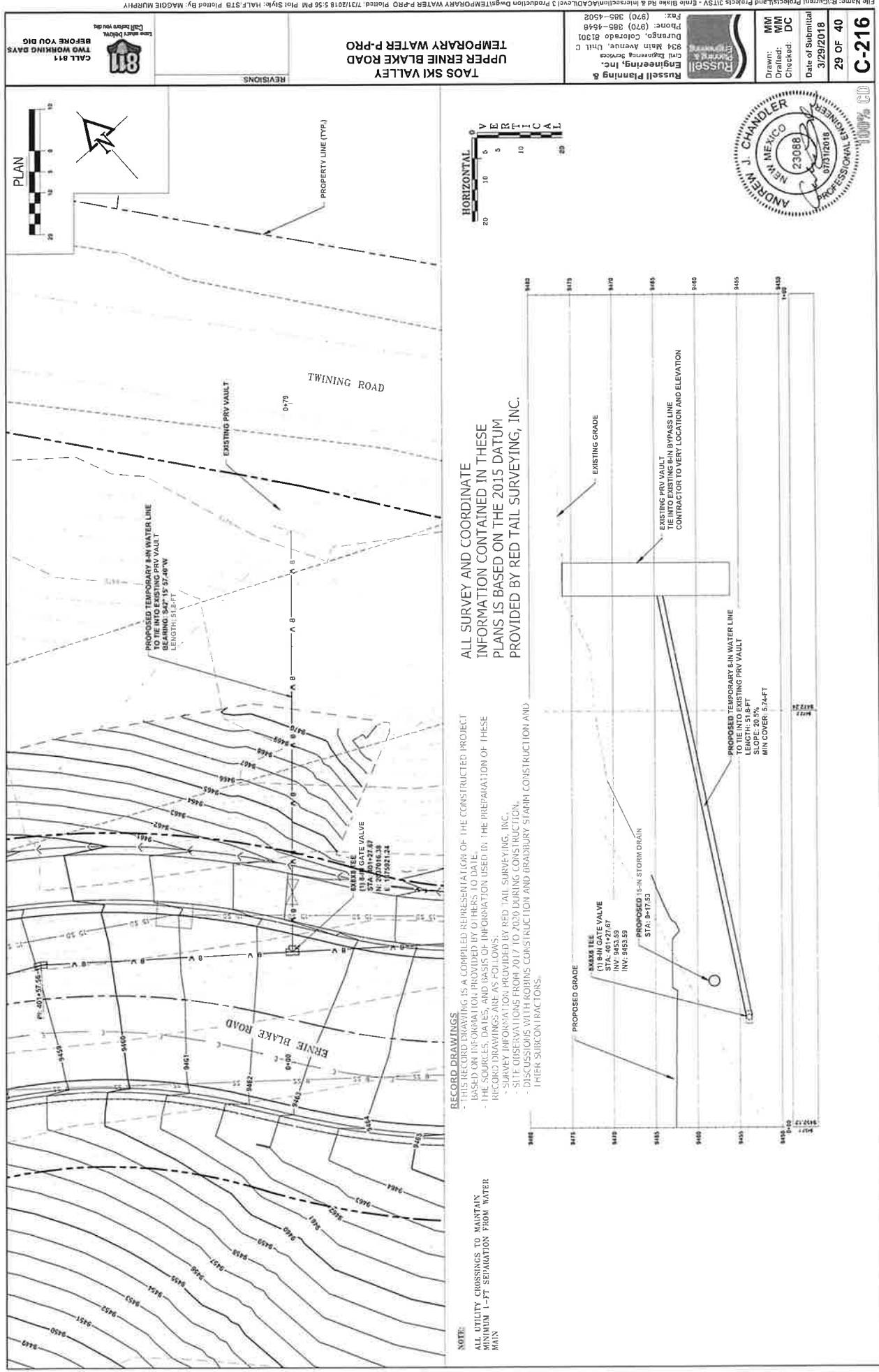


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 2. ALL UTILITY CROSSINGS TO MAINTAIN MINIMUM 1-FT SEPARATION FROM WATER MAIN.

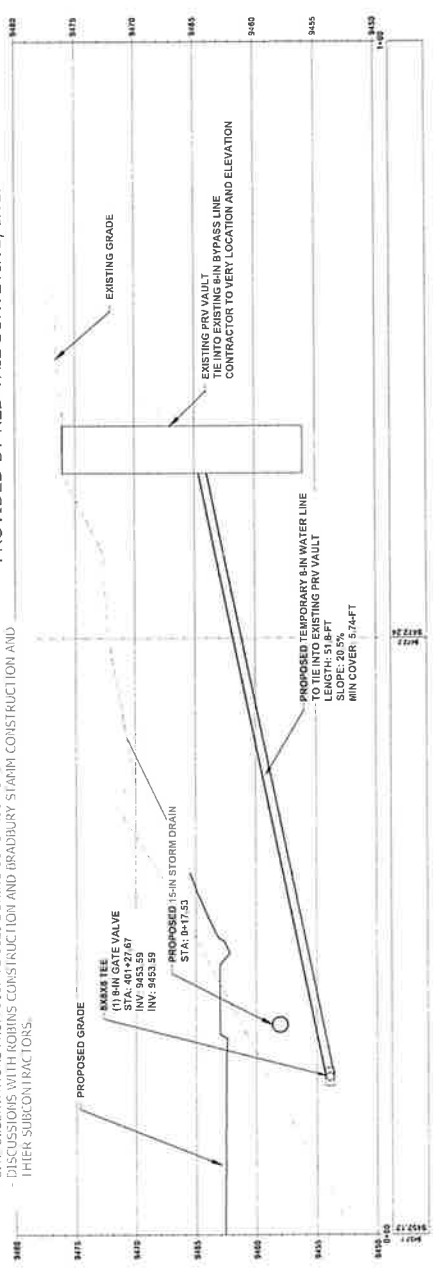


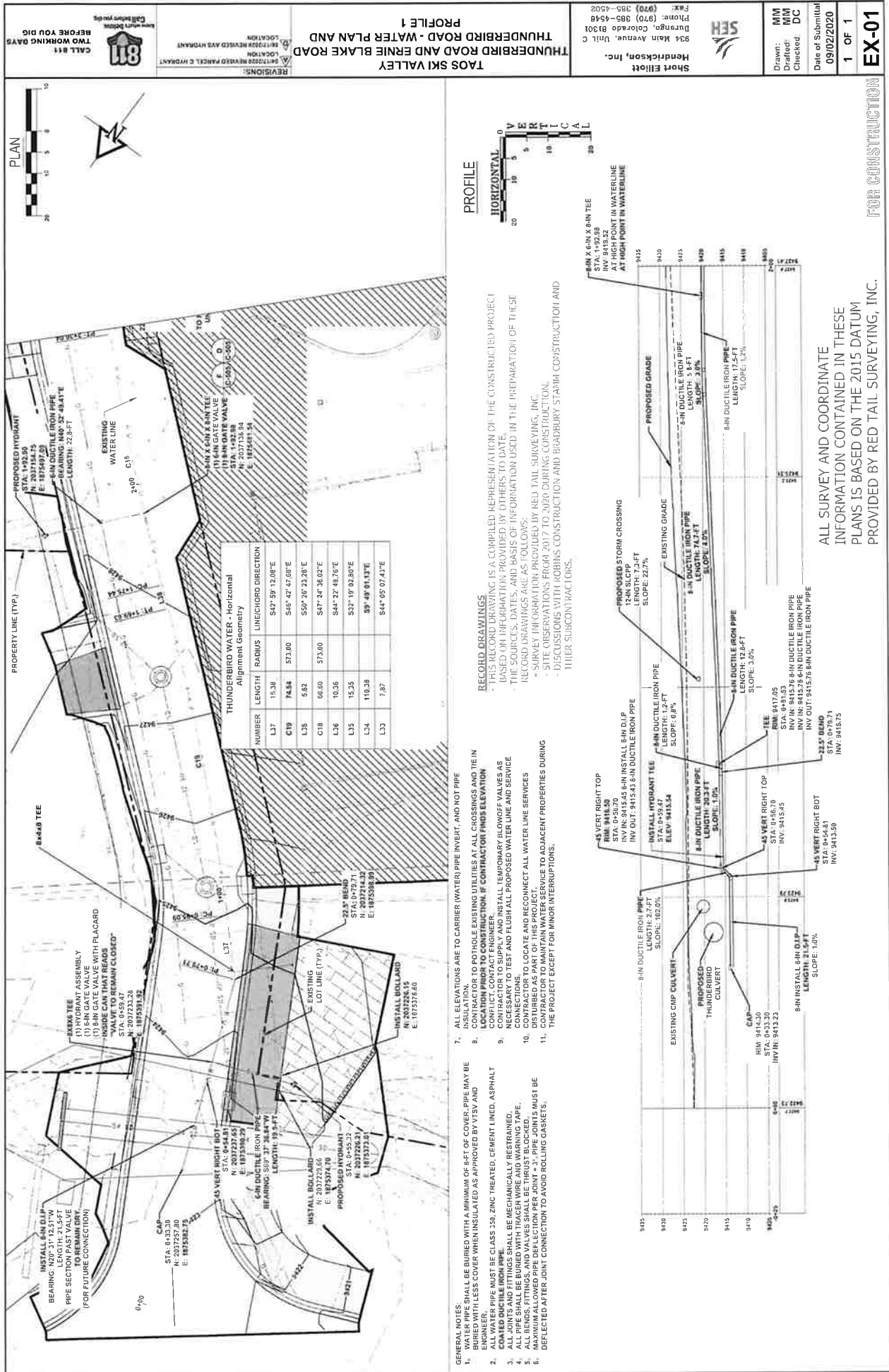


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- DISCUSSIONS WITH ROBINS CONSTRUCTION AND BRADBURY STORM CONSTRUCTION AND
OTHER SUBCONTRACTORS.

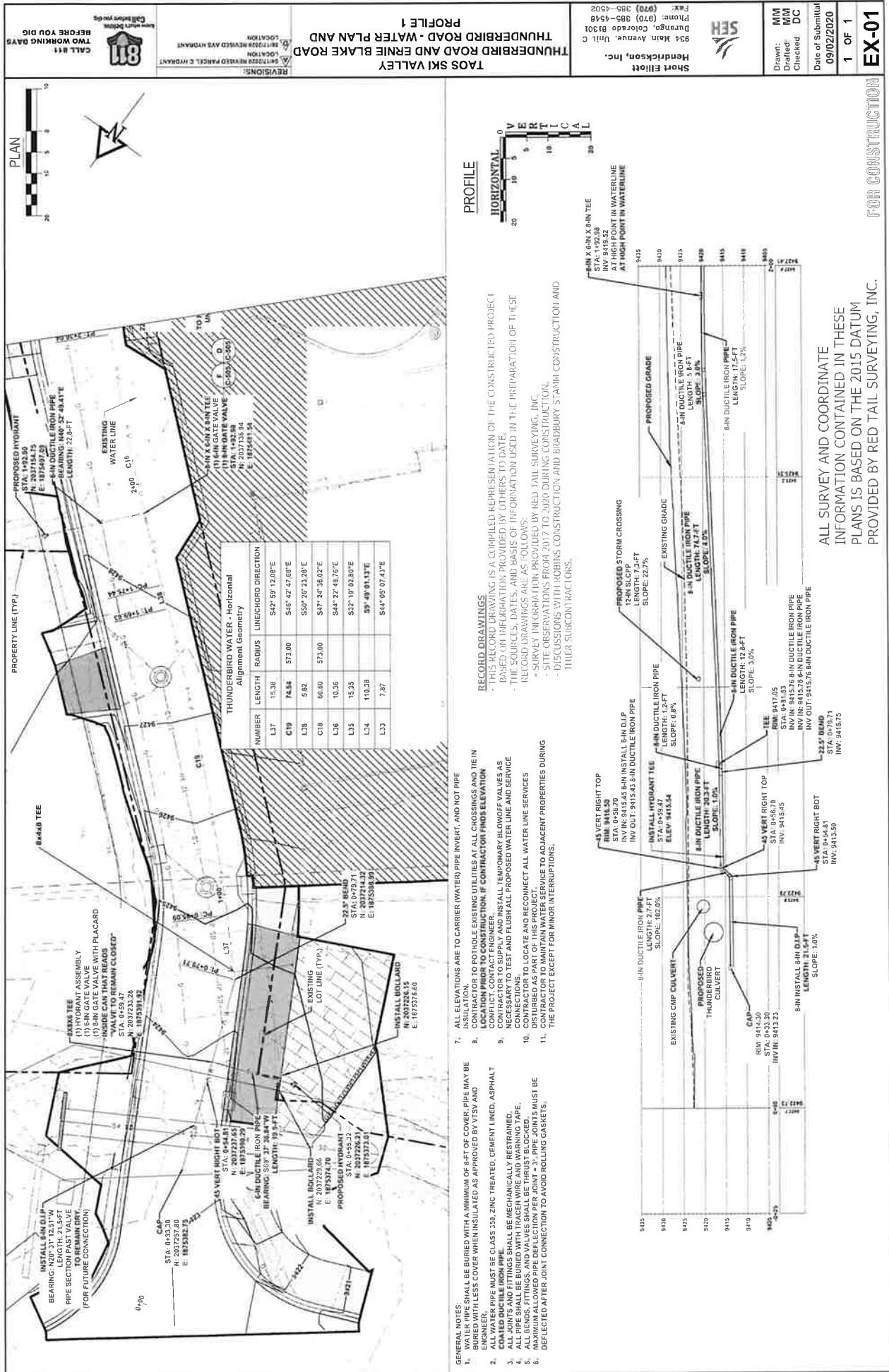
NOTE:
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NUMBER	LENGTH	RADIUS	LINE/CHORD DIRECTION
C17	15.38		S42°59'12.00"E
C18	74.84	573.00	S46°42'47.00"E
C19	5.62	550°25'23.28"E	S50°25'23.28"E
C20	573.00		S47°24'38.02"E
C21	10.36		S44°22'48.70"E
C22	15.35		S32°19'02.80"E
L33	110.38		S9°48'51.13"E
L34	7.87		S44°05'07.43"E



GENERAL NOTES:

- ALL ELEVATIONS ARE TO THE CENTER OF THE PIPE UNLESS NOTED OTHERWISE.
- ALL WATER PIPE SHALL BE BURIED WITH A MINIMUM OF 3 FT OF COVER. PIPE MAY BE BURIED WITH LESS COVER WHEN INSULATED AS APPROVED BY THE ENGINEER.
- ALL JOINTS AND FITTINGS SHALL BE MECHANICALLY RESTRAINED.
- ALL JOINTS AND FITTINGS SHALL BE MECHANICALLY RESTRAINED.
- ALL BENDS, FITTINGS, AND VALVES SHALL BE THRU-DRILL BLOCKED.
- ALL BENDS, FITTINGS, AND VALVES SHALL BE THRU-DRILL BLOCKED.
- DEFLECTED AFTER JOINT CONNECTION TO AVOID ROLLING GASKETS.
- THE PROJECT EXCEPT FOR MINOR INTERRUPTIONS.

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SEH
Short Elliott
Hendrickson, Inc.
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Phone: (970) 385-4540
Fax: (970) 385-4502

MM
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Date of Submittal: 09/02/2020

EX-01
1 OF 1

THUNDERBIRD ROAD AND ERNIE BLAKE ROAD
TAOS SKI VALLEY
PROFILE 1
WATER PLAN AND

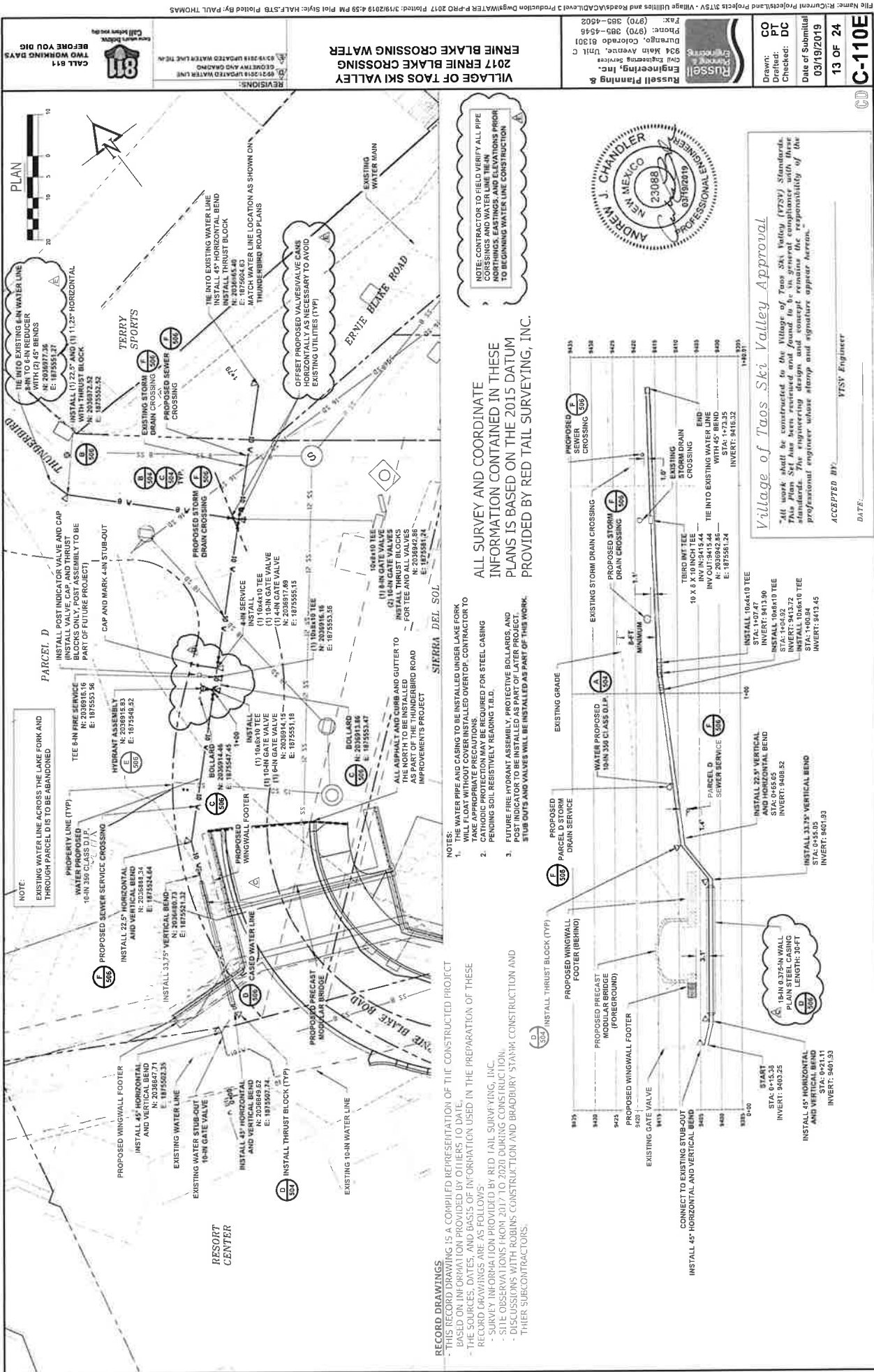
REVISIONS:
1. 08/17/2020 REVISED PARCEL, C HYDRANT LOCATION
2. 08/17/2020 REVISED PARCEL, C HYDRANT LOCATION

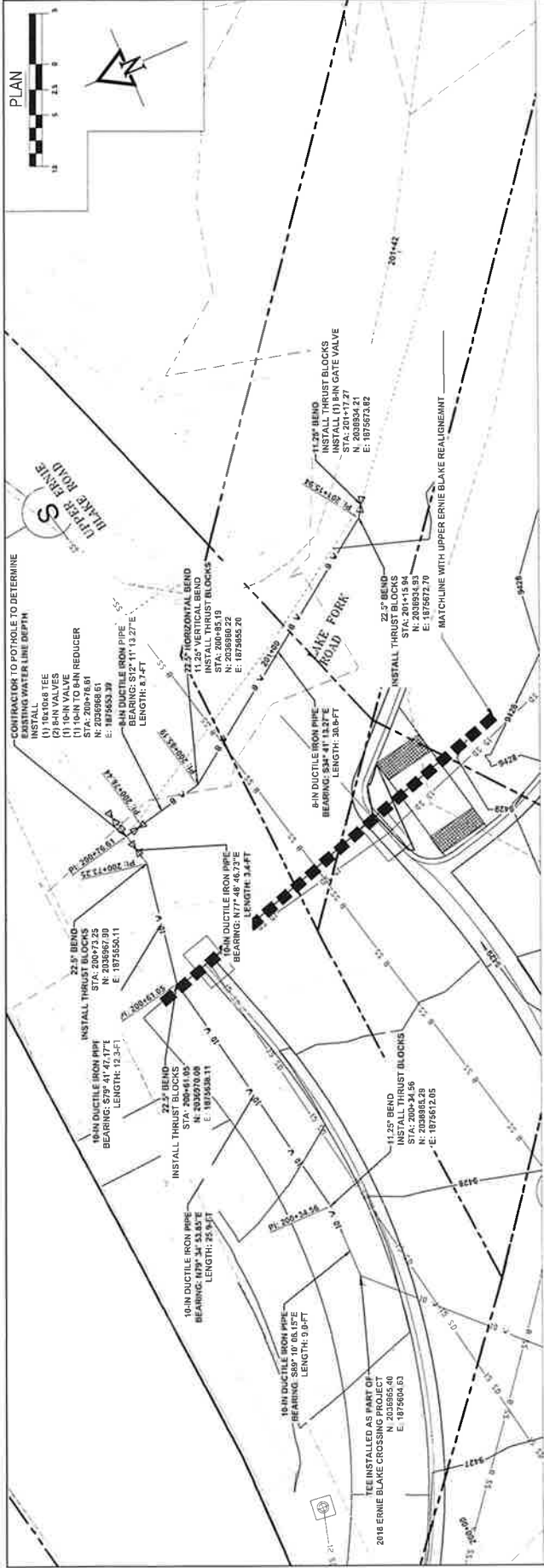
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File Name: R:\Current Projects\Land Projects\3175V - Thunderbird and Ernie Blake\CAD\Level 3 Production\Drawings\WATER\PROF1.DWG Plotted 9/2/2020 11:22 AM Plot Style: HALFT.BT8 Plotted By: PAUL THOMAS

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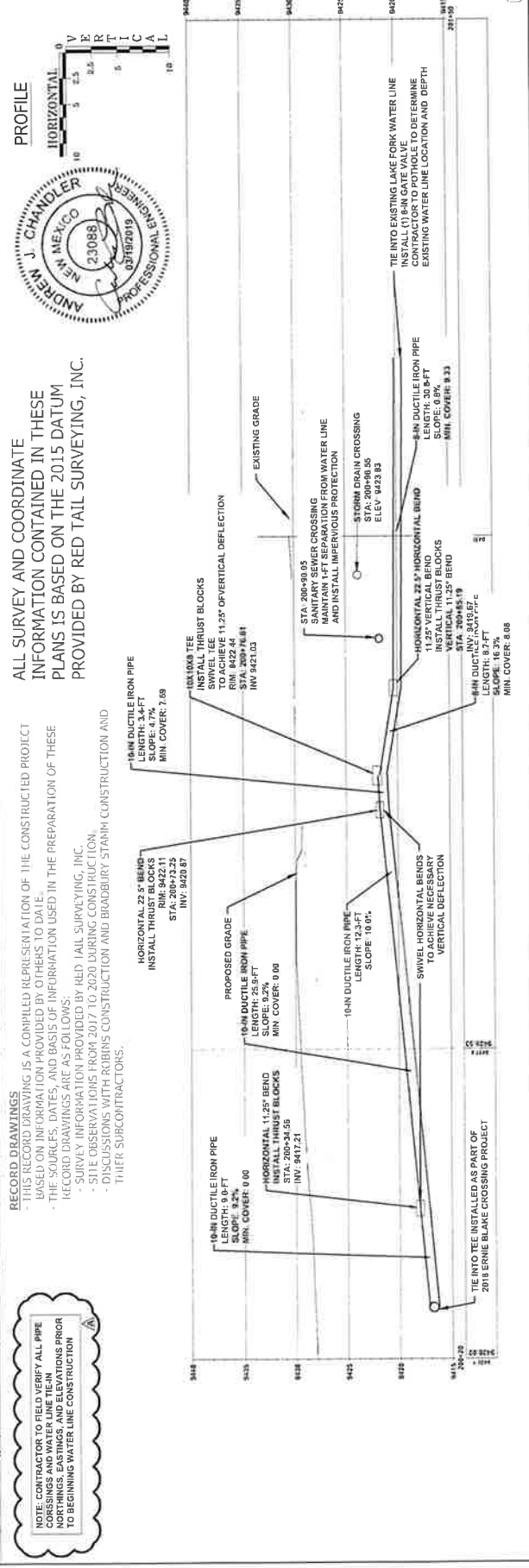


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NOTE: CONTRACTOR TO FIELD VERIFY ALL PIPE
CORSSINGS AND WATER LINE TIE-IN
NORTHINGS, EASTINGS, AND ELEVATIONS PRIOR
TO BEGINNING WATER LINE CONSTRUCTION

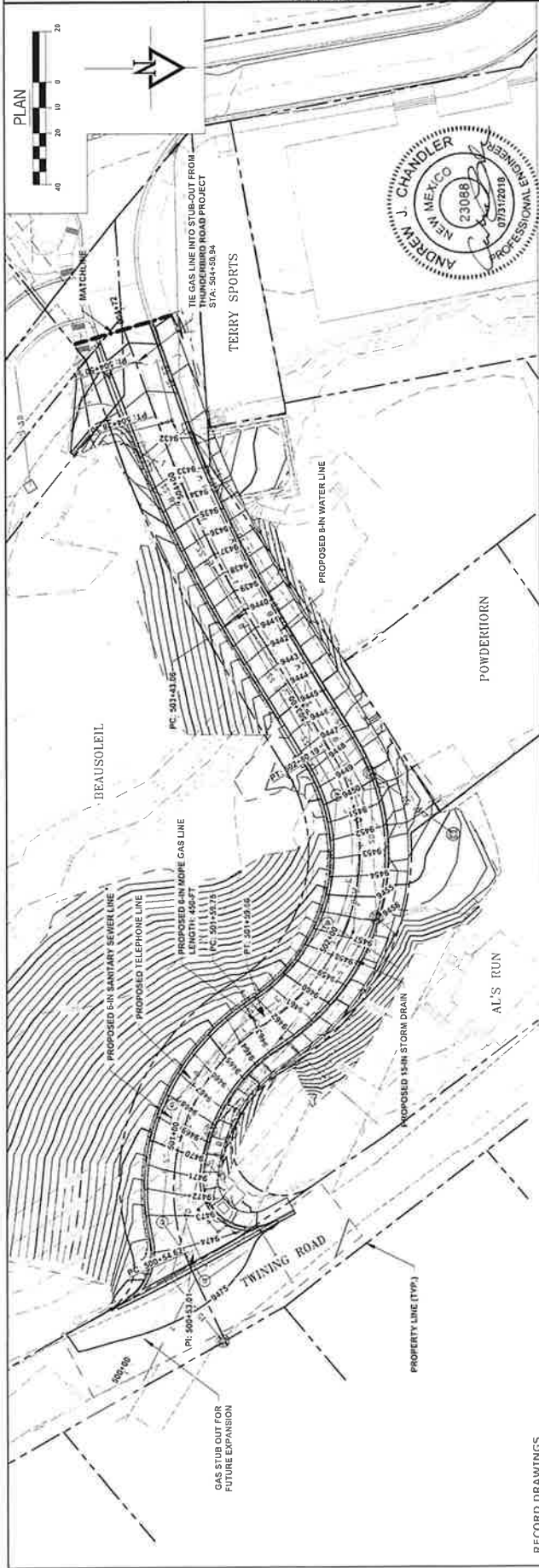


TAOS SKI VALLEY
 UPPER ERNIE BLAKE ROAD
 GAS P-PRO

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 Civil Engineering Services
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 Durango, Colorado 81301
 Phone: (970) 385-4545
 Fax: (970) 385-4502

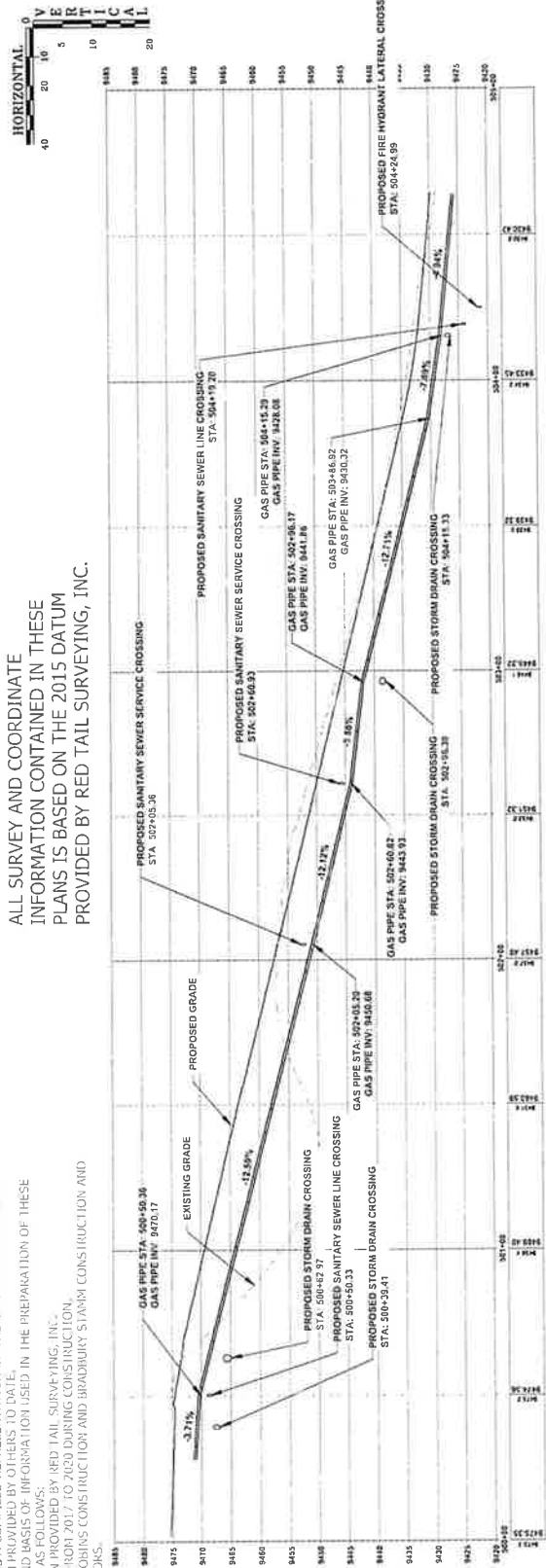
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 30 OF 40
 C-217

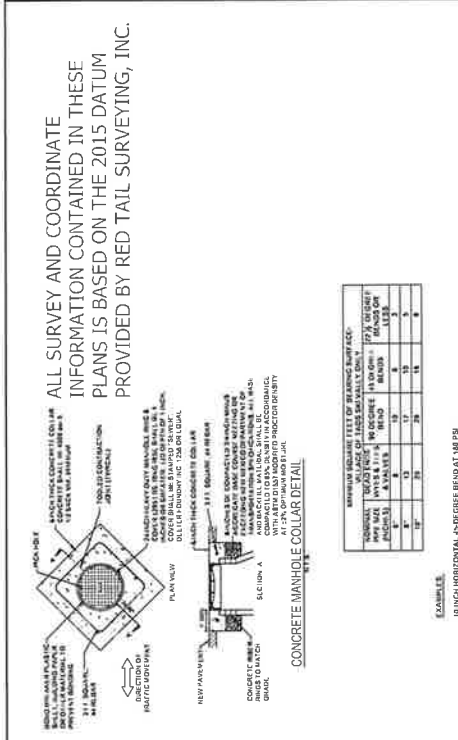
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EXAMPLES

1. USE THE MAXIMUM INTERNAL PRESSURE ANTICIPATED (E.G. HYDROSTATIC TEST PRESSURE, POSSIBLE SURGE PRESSURE, DUE TO PUMP OR VALVE SHUT-OFF, ETC.) IN THE DESIGN OF THE COLLAR. IN THE ABSENCE OF A SOILS REPORT, ASSUME 100 PSF.

2. COLLAR THICKNESS SHOULD BE 12 INCHES MINIMUM AT 75 DAYS.

3. THIRST BLOCKS TO BE USED ON UNDESIRABLE SOILS.

4. THIRST BLOCKS TO BE USED ON UNDESIRABLE SOILS.

5. INSTALL POLYETHYLENE (HDPE) BARRIER BETWEEN RPE AND CONCRETE.

6. JOINTS, FITTINGS WITH MECHANICAL OR RIGID JOINT CONNECTIONS, AND DEAD ENDS.

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85. JOINTS, FITTINGS WITH MECHANICAL OR RIGID JOINT CONNECTIONS, AND DEAD ENDS.

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89. JOINTS, FITTINGS WITH MECHANICAL OR RIGID JOINT CONNECTIONS, AND DEAD ENDS.

90. JOINTS, FITTINGS WITH MECHANICAL OR RIGID JOINT CONNECTIONS, AND DEAD ENDS.

91. JOINTS, FITTINGS WITH MECHANICAL OR RIGID JOINT CONNECTIONS, AND DEAD ENDS.

92. JOINTS, FITTINGS WITH MECHANICAL OR RIGID JOINT CONNECTIONS, AND DEAD ENDS.

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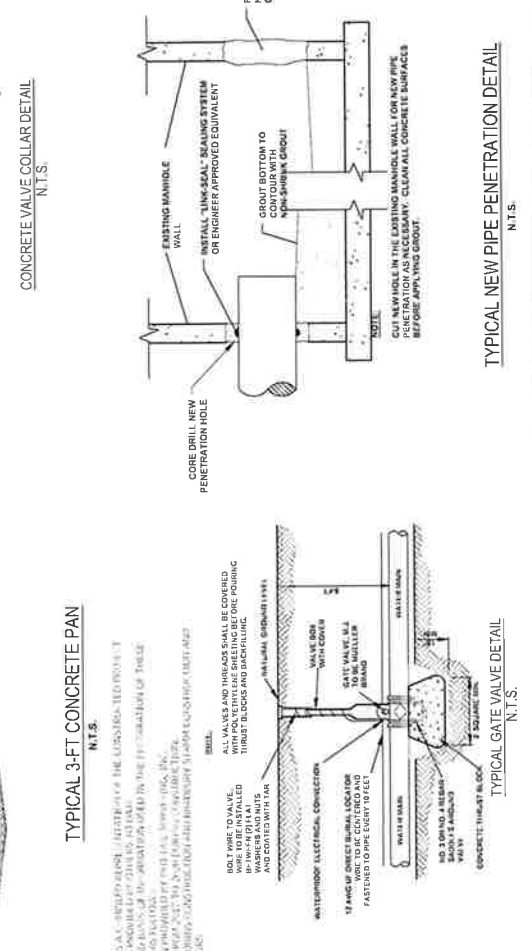
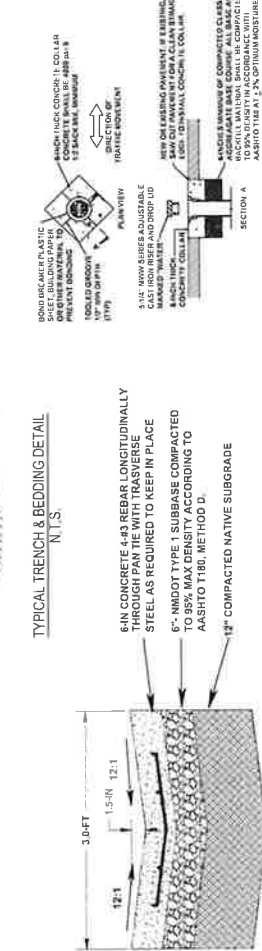
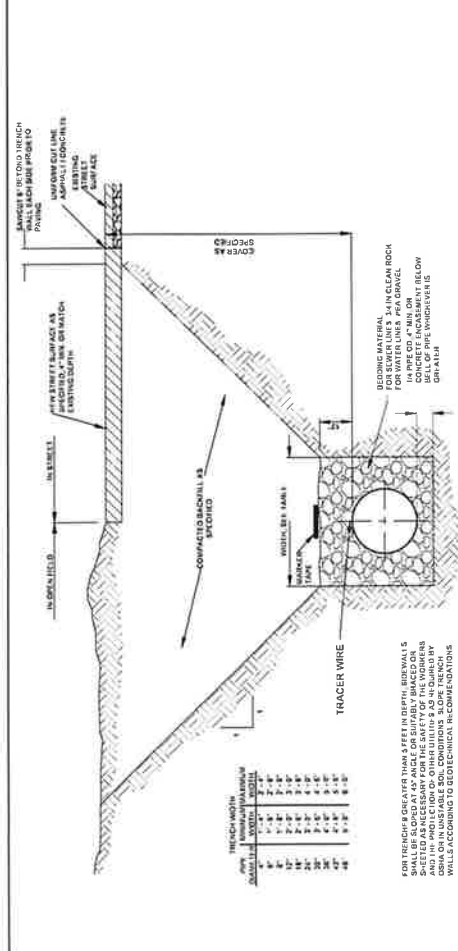
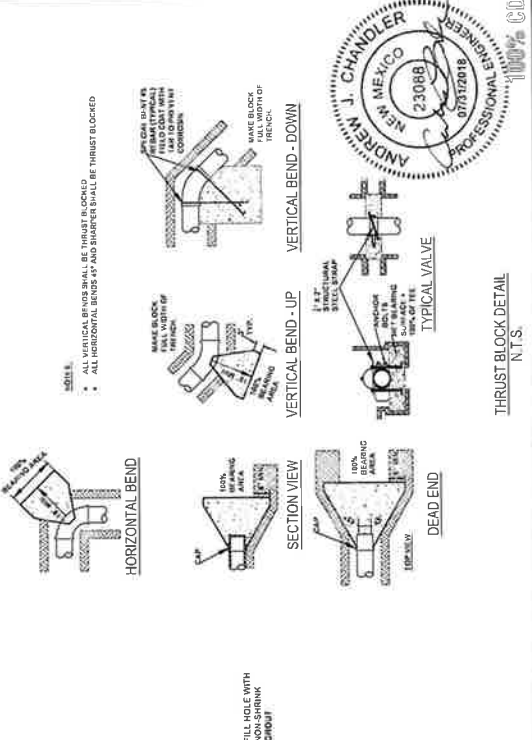
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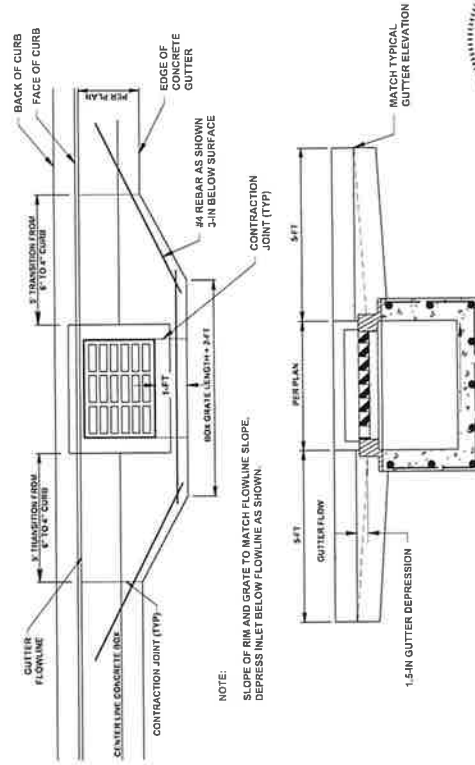
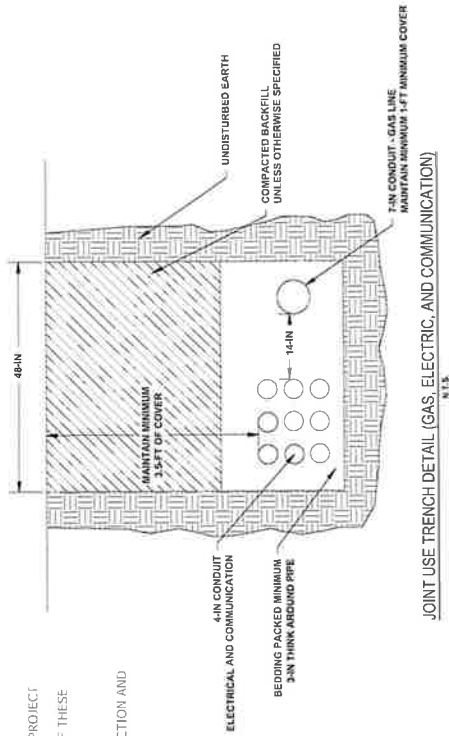
97. JOINTS, FITTINGS WITH MECHANICAL OR RIGID JOINT CONNECTIONS, AND DEAD ENDS.

98. JOINTS, FITTINGS WITH MECHANICAL OR RIGID JOINT CONNECTIONS, AND DEAD ENDS.

99. JOINTS, FITTINGS WITH MECHANICAL OR RIGID JOINT CONNECTIONS, AND DEAD ENDS.

100. JOINTS, FITTINGS WITH MECHANICAL OR RIGID JOINT CONNECTIONS, AND DEAD ENDS.





INLET GUTTER DEPRESSION DETAIL

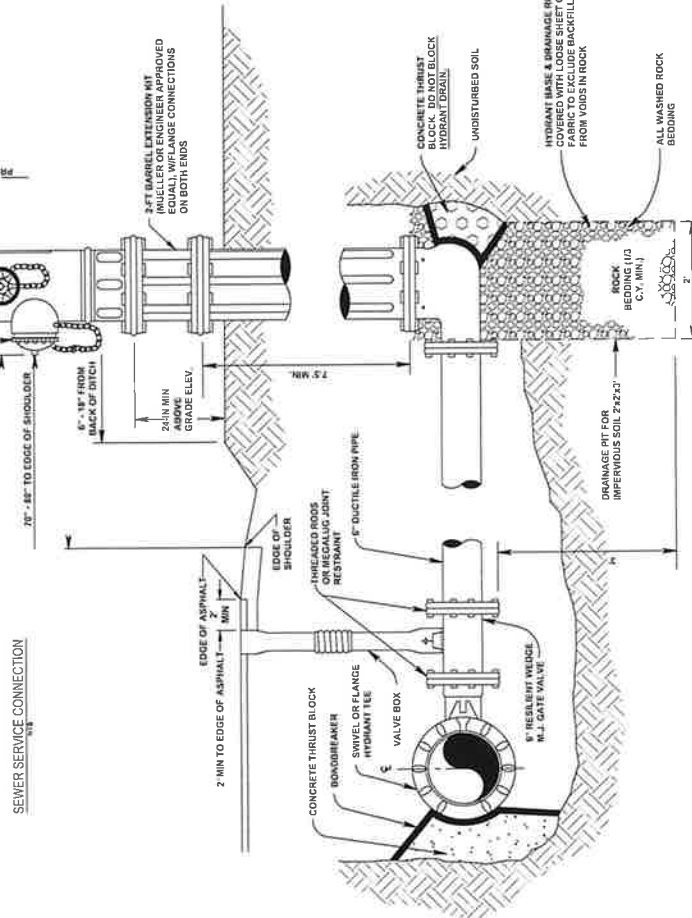
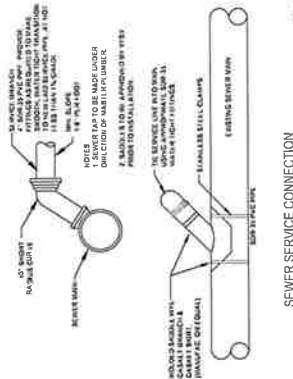
ALL SURVEY AND COORDINATE
INFORMATION CONTAINED IN THESE
PLANS IS BASED ON THE 2015 DATUM
PROVIDED BY RED TAIL SURVEYING, INC.

STANDARD FIRE HYDRANT ASSEMBLY INSTALLATION PROFILE

N.T.S.

RECORD DRAWINGS

- THIS SECOND DRAWING IS A COMPILED REPRESENTATION OF THE CONSTRUCTED PROJECT BASED ON INFORMATION PROVIDED BY OTHERS TO DATE.
- THE SOURCES, DATES, AND QUALITY OF INFORMATION USED IN THE PREPARATION OF THESE SECOND DRAWINGS ARE AS FOLLOWS:
- SURVEY INFORMATION PROVIDED BY TALL SURVEYING, INC.
 - SITE OBSERVATIONS FROM 2017 TO 2020 DURING CONSTRUCTION.
 - DISCUSSIONS WITH ROBINSON CONSTRUCTION AND BRADBURY STAMM CONSTRUCTION AND THEIR SUBCONTRACTORS.



- NOTES:
1. ALL HYDRA-NITS SHALL HAVE NATIONAL STANDARD 1 1/2" PENTAGON OPERATING NUT, BE RED-PAINTED, OPEN LEFT (COUNTER-CLOCKWISE) MUELLER BRAND SUPER CENTURION 250 A-2023 WITH 0.02-0.2" IN PORTS AND ONE STAMPER CONNECTION EQUIPPED WITH A 5" STOW FITTING AND CAP (OPTION 475, 5).
 2. THE NUMBER AND SPACING OF HYDRA-NITS IS GOVERNED BY THE FIRE FLOW REQUIREMENTS AS DETERMINED ABOVE. A HYDRA-NIT WILL BE REQUIRED AT THE ENTRANCE TO, BE SUBMERGED IN, AND BE LOCATED AT THE END OF EACH HYDRA-NIT LINE. HYDRA-NITS ARE TO BE INDICATED ON THE FINAL PLAN AND APPROVED ON-SITE PRIOR TO INSTALLATION.
 3. THE STAMPER CONNECTION MUST FACE THE ADDJOINING ROADWAY. HYDRA-NIT LOCATIONS ARE REQUESTED TO BE NOTED WITH A REFLECTORIZED BLUE MARKER, WHERE ADJACENT TO CURBS. THE CURB SHOULD BE PAINTED RED FOR 15' EITHER DIRECTION FROM THE LOCATION OF HYDRA-NIT. THE CIRCUMFERENCE OF THE HYDRA-NIT, WHEN LANDSCAPING IS COMPLETE, ALL HYDRA-NIT BASE PLATES ARE TO BE 6" ABOVE FINISHED GRADE.
 4. ALL HYDRA-NITS ARE TO BE EQUIPPED WITH A SNOW FLAG.

TAOS SKI VALLEY
UPPER ERNIE BLAKE ROAD
TYPICAL DETAILS

Russell Planning & Engineering, Inc.
Civil Engineering Services
934 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 385-4546
Fax: (970) 385-4502

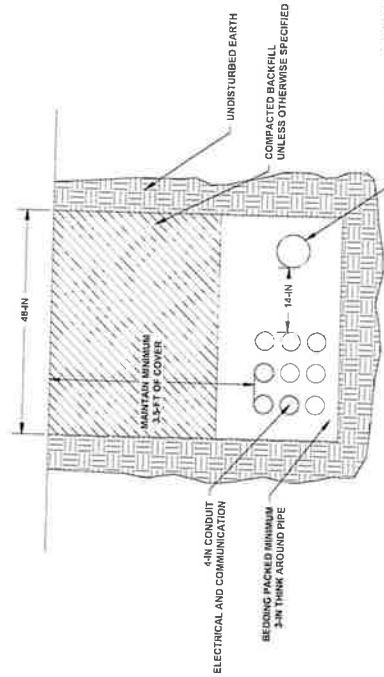
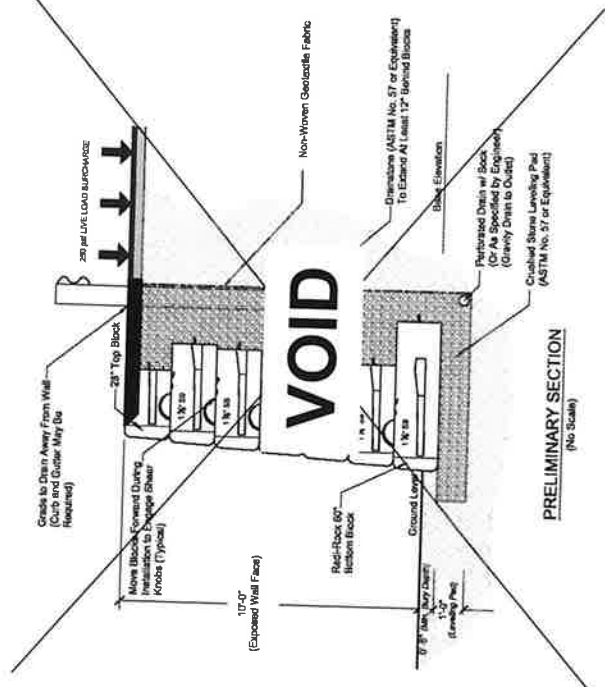


Drawn:	MM
Drafted:	MM
Checked:	DC

Date of Submission
3/29/2018

39 OF 40

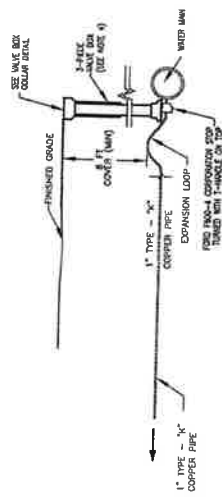
C-507



JOINT USE TRENCH DETAIL (GAS, ELECTRIC, AND COMMUNICATION)

STAIN

1. COVER ASSEMBLY TO BE INSTALLED ON TOP OF EXISTING COVER TO BE THE BROKEN PORTION HAS BEEN LIFTED THE WORK LOG.
2. WATER & EFFLUENT TO BE INSTALLED UNDER DIRECTION OF MASTER PLUMBER.
3. 1" FROM ROW REGULATION MUST BE INSTALLED ANSIDE DIRECTION OF WATER SOURCE LINE. SEE DETAIL ON SHEET 0-4 FOR REGULATION INSTALLATION.
4. VALVE BOXES SHALL BE THE 3-PIECE AUTOMATIC BOX TYPE MANUFACTURED BY THE TIER CO. BOXES FILLING WITH FIBRO ONE BASE, OR APPROXIMATE EQL.
5. ALL NEW WATER MAINS SHALL BE INSTALLED ON THE INTERIOR OF THE BUILDING. THE MAIN SHALL BE CAPABLE OF CONTACT THE VILLAGE OF TADON VALLEY FOR MAIN AND NOZZEL.

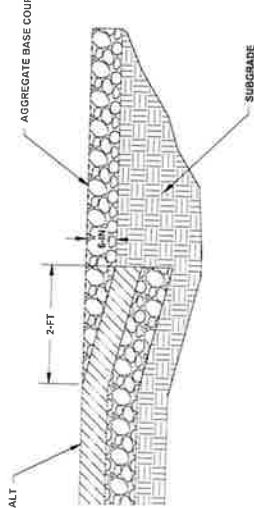


WATER SERVICE DETAIL

SLIM

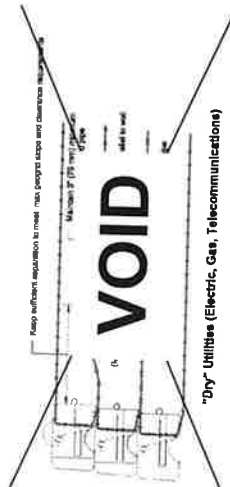
RECORD DRAWINGS

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SITE OBSERVATIONS FROM 2017 TO 2020 DURING CONSTRUCTION.
DISCUSSIONS WITH ROBBINS CONSTRUCTION AND BRADBURY STANIA CONSTRUCTION ABOUT THEIR SUBCONTRACTORS.

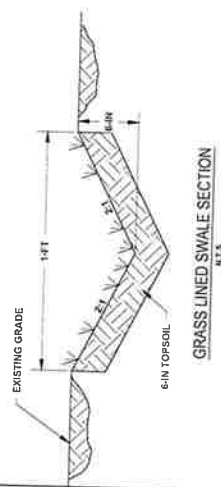


ASPHALT TURN-DOWN DETAIL

ALL SURVEY AND COORDINATE
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"Dry" Utilities (Electric, Gas, Telecommunications)



GRASS LINED SWALE SECTION

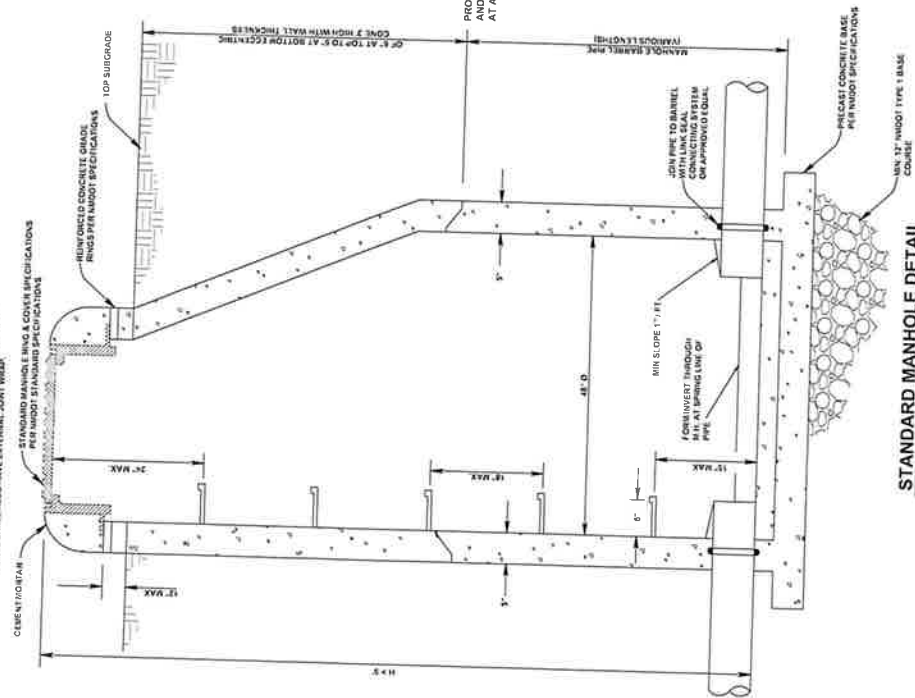
6.76

Utilities in the Reinforced Soil Zone



Storm or Sanitary Sewer Pipe

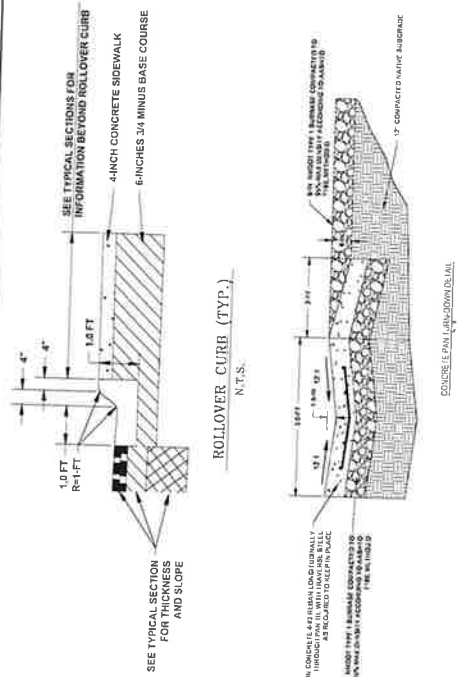
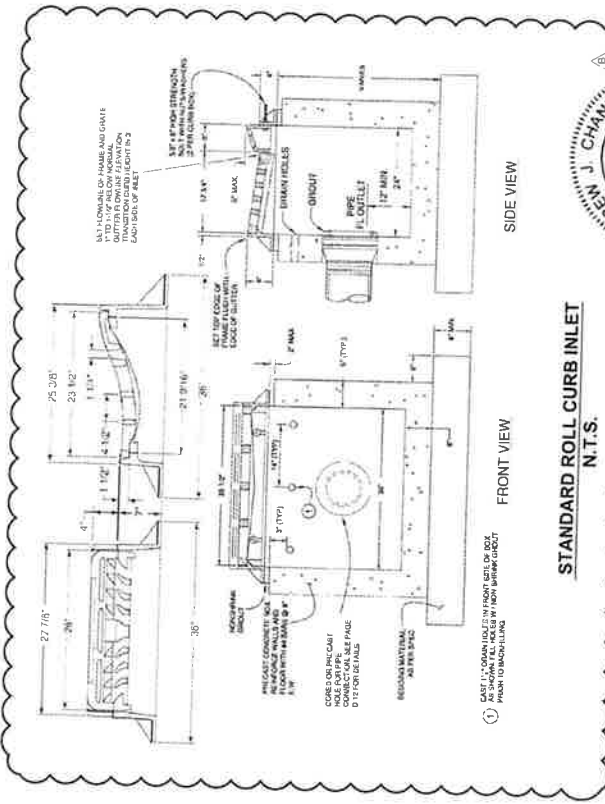
- MANHOLE NOTES**
1. ALL CONCRETE SHALL BE CAST IN PLACE.
 2. ALL CONCRETE SHALL BE CAST IN PLACE.
 3. ALL CONCRETE SHALL BE CAST IN PLACE.
 4. ALL CONCRETE SHALL BE CAST IN PLACE.
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 9. ALL CONCRETE SHALL BE CAST IN PLACE.
 10. ALL CONCRETE SHALL BE CAST IN PLACE.



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**DEDICATION TO VILLAGE OF PUBLIC INFRASTRUCTURE AND IMPROVEMENTS TO
ERNIE BLAKE AND THUNDERBIRD ROADS AND THEIR RESPECTIVE CROSSINGS**

12/20/24

EXHIBIT E

ENGINEERS NARRATIVE AND UTILITY CERTIFICATION

ERNIE BLAKE ROAD WATER AND SEWER



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

Narrative of 2018-2021 Ernie Blake Rd and Thunderbird Rd Infrastructure Improvements

11/16/22

Subject: Public Infrastructure installed on Ernie Blake and Thunderbird Roads between 2018 and 2021

During the summers of 2018 through 2021, numerous public and private infrastructure projects were completed. This narrative explains the scope of each of the projects completed.

Ernie Blake Rd

Ernie Blake Roadway

Ernie Blake Rd was re-aligned to achieve a maximum 12% center-line slope, bringing this road into full compliance with VTSV ordinances. This realignment was the culmination of several years of negotiations, land swaps and dedications. The roadway consists of two 10 ft-wide travel lanes with an additional foot of gutter on each side for a 22 ft-wide drivable surface. The road embankment on the southeast side of the roadway was graded to a 3H:1V slope, eliminating the warrant for vehicular guardrail. Although not warranted, a vehicular guiderail was installed along the upper portion of the roadway.

A new 6 ft-wide concrete sidewalk was installed along the northwest side of the roadway, with new 6 inch-thick driveway aprons for the Cottam's Cottages, Parcel C development, Powderhorn, and Al's Run Condominiums.

Ernie Blake Rd - Sanitary Sewer

The former sanitary sewer ran under the old Ernie Blake Rd alignment and was replaced with new, 8-inch diameter HDPE DR-11 pipe with tracer wire, new concrete manholes with rubber gaskets, external joint wrap and secure pipe connections to eliminate groundwater infiltration.

The new sewer line begins under Twining Rd and connects to the Twining Rd sewer line and conveys sewage down Ernie Blake Rd. At a point even with Lake Fork Rd, the Ernie Blake sewer line picks up flows from the Lake Fork Rd sewer and increases to a 12-inch diameter HDPE DR-11 pipe. The sanitary sewer continues down Ernie Blake Rd, picking up flows from the Thunderbird sewer line and finally connects to the sewer line installed in 2017 crossing under the Ernie Blake Crossing at the Lake Fork of the Rio Hondo. All sanitary sewer pipe sizes satisfy the 1/24/2011 VTSV Schematic Sewer Master Plan prepared by McGlaughlin Water Engineers.

Ernie Blake Rd - Water

The former water line, of unknown cover and condition, ran under the old Ernie Blake alignment and connected to the water lines under Twining Rd, Ernie Blake Rd, Thunderbird Rd, Lake Fork Rd and crossed the Lake Fork of the Rio Hondo within the center of Parcel D. This water line was completely replaced under the new Ernie Blake Rd alignment and within the new Ernie Blake Rd Right of Way. The pipe material is Class 350 Ductile Iron Pipe with fully restrained joints, a minimum cover depth of 8 ft, and tracer wire.

The project also replaced the Pressure Reducing Valve and vault located at the intersection of Twining and Ernie Blake Roads, replacing the previous PRV located on private property (Al's Run). The water line is sized as an 8-inch diameter line from Twining Rd down to Lake Fork Rd where the diameter increases to 10 inches and

connects to the water infrastructure installed on the south side of the Lake Fork of the Rio Hondo. The new water line crossing is located just downstream of the Ernie Blake Roadway crossing, with the water line being installed within casing pipe should the need to remove the pipe ever become necessary. All new water main valves, thrust blocks and water service lines were installed as part of the project. One new hydrant was installed adjacent to Parcel D, one new hydrant installed at the intersection of Twining Rd and Ernie Blake Rd, and the existing hydrant at the intersection of Lake Fork Rd and Ernie Blake Rd was relocated. All installed water pipe sizes satisfy the 1/24/2011 VTSV Schematic Water Master Plan prepared by McGlaughlin Water Engineers.

Ernie Blake Rd - Storm Sewer

The entire stormwater collection system along Ernie Blake Rd was replaced from the intersection of Twining Rd to the point of discharge at the North Fork of the Rio Hondo. The storm system connects with the Twining Rd storm system, and collects stormwater from adjacent properties, Lake Fork Rd, and Thunderbird Rd and conveys these flows down to the Vortex Stormwater Treatment unit installed in 2017 and located at the Lake Fork of the Rio Hondo - just upstream from the Ernie Blake crossing. The storm system consists of gasketed HDPE (ADS) storm pipe ranging in size from 12 inch-diameter to 18 inch-diameter and is marked with tracer wire.

New storm drain curb inlets were installed as needed to capture and convey runoff along Ernie Blake Rd, with additional gutter inlets installed uphill of each driveway, intersection, and pedestrian crossing to limit curb flows from crossing these features. The drainage situation along Lake Fork Rd was improved, with the undergrounding of flows along Lake Fork Rd at the intersection with Ernie Blake Rd.

The stormwater condition at both the driveway entrance and north end of the parking lot serving Sierra Del Sol was also improved. Stormwater along Ernie Blake Rd is now being captured within curb inlets before it enters or crosses the SDS driveway. A new trench drain and a new pan inlet were installed at the north end of the SDS driveway to capture the stormwater flows originating on the driveway and parking lot.

Additional inlets were installed in the landscaping areas adjacent to Al's Run, Powderhorn, Cottam's Cottage, Sierra Del Sol, and Parcel D in order to reduce the amount of stormwater and meltwater crossing sidewalks and driveways.

Ernie Blake Rd - Dry Utilities

A 4-in diameter MDPE SDR 11 natural gas line was installed up Ernie Blake Rd connecting the gas infrastructure from the up-valley main on Thunderbird to the segments at the Ernie Blake Crossing, Lake Fork Rd, and Twining Rd. Gas service lines were installed to multiple properties along Ernie Blake Rd including Parcel D, Parcel C, Powderhorn and others.

New underground electrical infrastructure was installed connecting the up-valley primary electric feed (via Thunderbird Rd) to a new sectionalizer at the intersection of Thunderbird and Ernie Blake Rds. From there, the electrical infrastructure runs up Ernie Blake Rd via underground conduit to the new switch installed at the intersection of Ernie Blake and Twining Rds. New electrical services were installed for all properties along Ernie Blake Rd, replacing several non-code-compliant transformers and service connections. This new underground primary feed allows for the removal of some overhead power feeds along Twining Rd at the Coyote Parking lot, while also increasing reliability.

New communication conduits were installed under the entirety of Ernie Blake Rd. New communication cabinets were installed to serve Century Link (now Lumen), and fiber pedestals serving Kit Carson Fiber. A new underground communication vault was installed at the intersection of Ernie Blake and Thunderbird Rds to serve as the new communication "hub" for the core village area.

Thunderbird Rd

North Fork Crossing - New Culvert and River Restoration

The former culvert conveying the North Fork of the Rio Hondo under Thunderbird Rd was in poor condition and undersized. This project replaced the culvert with a new segmented, aluminized, corrugated steel culvert. The culvert is sized to convey the 100-year storm event.

The river channel on both the upstream and downstream ends of the culvert were improved and hardened using natural boulders, with several drop structures installed to reduce erosion and improve the hydraulic performance of the culvert.

Thunderbird Roadway

Thunderbird Rd was re-aligned both horizontally and vertically and reconstructed. Horizontally, the roadway was shifted in order to completely fit within the existing Right of Way. Previously, the west end of the roadway encroached into the Alpine Suites property and that condition was corrected with the re-alignment. Vertically, the roadway slopes were modified in order to achieve a maximum 4.12% center-line slope in order to provide for a pleasant pedestrian experience.

The south side of the roadway also saw the construction of an 11 ft-wide (+/-) concrete and heated paver sidewalk to accommodate the skier pedestrian traffic being dropped off near the end of Thunderbird Rd. Like Ernie Blake Rd, the Thunderbird roadway consists of two 10 ft-wide travel lanes with an additional foot of gutter on each side for a 22 ft-wide drivable surface. The curb and gutter is heated wherever it is adjacent to heated pavers. This allows for meltwater to flow into the curb and gutter and enter the storm system without freezing on the surface. New 6 inch-thick driveway aprons were installed for Alpine Suites and Brownell Chalet, along with a 2-stall load/unload parking zone adjacent to Parcel D.

Thunderbird Rd - Sanitary Sewer

The only parcel currently being served by the sanitary sewer line under Thunderbird Rd is the Brownell Chalet. The manholes along T-Bird remained in place during and after construction. Per request from the VTSV Public Works department, the existing sewer line connecting the two manholes along Thunderbird Rd was exposed, straightened and the vertical slope corrected to remove a pre-existing low point within the sewer line. The Thunderbird sanitary sewer continues to Ernie Blake Rd, where it connects to the new Ernie Blake Rd sewer system.

Thunderbird Rd - Water

The former water line, of unknown cover and condition, ran under the old Thunderbird alignment and connected to the water mains located under Ernie Blake Rd. This water line was completely replaced under Thunderbird Rd with Class 350 Ductile Iron Pipe with fully restrained joints and a minimum cover of 8 ft. The water line has an 8-inch diameter from the northern terminus on the north side of the North Fork to the east connection with the 10 inch-diameter water main under Ernie Blake Rd. At the north end of Thunderbird Rd, the new water line crosses under the new culvert conveying the North Fork. All new water main valves, thrust blocks and water service lines were installed as part of the project. One new hydrant was installed at the high point of the water line within Parcel C, and the existing hydrant at the plaza of Alpine Suites was relocated. All installed water pipe sizes satisfy the 1/24/2011 VTSV Schematic Water Master Plan prepared by McGlaughlin Water Engineers.

Thunderbird Rd - Storm Sewer

The entire storm system was replaced along Thunderbird Rd. Roughly half of the system flows from a high point at the pedestrian crossing between Parcels D and C and flows towards Ernie Blake Rd where it connects to that storm system. The other portion of the drainage begins at the same high point at the pedestrian crossing between Parcels D and C and flows to the west end of Thunderbird Rd where it discharges into the North Fork of the Rio Hondo. The storm system consists of gasketed HDPE (ADS) storm pipe ranging in size from 12 inch-diameter to 18 inch-diameter pipe.

New storm drain inlets were installed as needed to capture and convey runoff, with additional inlets installed uphill of each driveway, intersection, and pedestrian crossing to limit curb flows from crossing these entrances - including curb inlets on either side of and immediately adjacent to the heated plaza at Parcel D, and upstream of the Brownell Chalet driveway. Additional inlets were installed in the landscaping areas adjacent to Brownell Chalet, Parcel C, and Parcel D. The existing drainage condition of Thunderbird Rd was improved by adding 2 ft-deep sumps within the concrete curb inlets in order to allow for sediment to be captured within the inlet boxes prior to discharge into the North Fork.

Thunderbird Rd - Dry Utilities

A 4-in MDPE SDR 11 natural gas line was installed under Thunderbird Rd connecting the gas infrastructure from the up-valley gas main to the gas main installed under Ernie Rd. Gas service lines were installed to multiple properties along Ernie Blake Rd including Parcel D, Brownell Chalet, and Parcel C.

New underground electrical infrastructure was installed connecting the up-valley primary electric feed to a new sectionalizer at the intersection of Thunderbird Rd and the Coyote parking lot. From there, new electrical conduit was installed connecting to the new electrical sectionalizer at the intersection of Thunderbird and Ernie Blake Rds. New electrical services were installed for all properties along Thunderbird Rd. In conjunction with the new electrical infrastructure installed under Ernie Blake Rd, this new underground primary feed under Thunderbird allows for the removal of some overhead power feeds along Twining Rd at the Coyote Parking lot, with increased reliability.

New communication conduits were installed under the entirety of Thunderbird Rd. New communication cabinets were installed to serve Century Link (now Lumen), and fiber pedestals serving Kit Carson Fiber. A new underground communication vault was installed between the buildings on Parcel D and Alpine Village Suites. This vault serves as a secondary communication "hub" for the core village area.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Drew Chandler', is positioned above the printed name.

Drew Chandler, P.E. (CO, MT, NM, UT)
Principal

**AGREEMENT FOR GIFT OF
TSV FIREHOUSE, A CONDOMINIUM UNIT 103,
TO THE VILLAGE OF TAOS SKI VALLEY
FOR USE AS A U.S. POST OFFICE FACILITY**

This Agreement for Gift of TSV Firehouse, a Condominium Unit 103 to Village of Taos Ski Valley For Use as a U.S. Post Office Facility (“Agreement”) is made of this ____ day of _____, 2024, by and between FIREHOUSE DEVELOPMENT (TSV) LLC, a Delaware limited liability company (“Firehouse Development” or “Grantor”) and the VILLAGE OF TAOS SKI VALLEY, NEW MEXICO, a New Mexico municipal corporation (the “Village” or “Grantee”) (collectively hereafter, the “Parties” or individually, “Party”).

RECITALS

A. WHEREAS, Firehouse Development is the owner of Unit 103 of TSV Firehouse, a Condominium at 9 Firehouse Road, Taos Ski Valley, New Mexico, all as shown and described on Exhibit A hereto, which Firehouse Condominium building was constructed under a New Village Firehouse Project Participation Agreement with the Village dated January 25, 2022, for the construction of a new firehouse facility therein (in Unit 101) for the Village.

B. WHEREAS, Firehouse Development has now leased to the Village Unit 101 of the TSV Firehouse Condominium for the Village’s use as the Village’s new Fire Department Facility together with an option to purchase Unit 101 under the “Agreement for Lease of New Fire Department Facilities With Option to Purchase” dated effective January 1, 2024, as amended (“Lease”) (Exhibit B).

C. WHEREAS, the Village community is also in need of a permanent location for a U.S. Post Office Facility housing secure Post Office Boxes for the public and for providing other U.S. Postal services to the public. The current U.S. Post Office in the Village is being housed on a temporary basis within Taos Ski Valley, Inc.’s (“TSVI”) “Taos Tent” located on Thunderbird Road, which temporary space (Taos Tent) is scheduled for demolition in the near future.

D. Whereas, Firehouse Development (an affiliate of TSVI) is willing to gift and donate to the Village, and the Village is willing to accept, Unit 103 in the new Neil King Firehouse Condominium Building under the terms and conditions set forth hereafter to ensure that the Village will have a permanent, secure location for a permanent U.S. Post Office Facility within the Village to better serve the community of Taos Ski Valley and the Public.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and the agreements by the Parties set forth herein, Firehouse Development (Grantor) and the Village (Grantee) agree as follows:

1.0 Firehouse Development's Gift of Unit 103 to the Village for a U.S. Post Office Facility: Terms and Conditions of Gift to Village.

1.1 Gifted Property. The real property to be dedicated and gifted to the Village ("Property") is located at 9 Firehouse Road, Taos Ski Valley, New Mexico, and described as Unit 103 of TSV Firehouse, a Condominium, in that certain Condominium Declaration for TSV Firehouse, a Condominium, filed for record on January 4, 2024, in Book 1187, page 113, as Instrument Number 000475528, records of Taos County, New Mexico.

Firehouse Development agrees to dedicate, gift, and convey the Property to the Village, and the Village agrees to accept the Property from Firehouse Development, for the purpose of operating a U.S. Post Office facility housing secure Post Office Boxes for the public and for providing other U.S. Postal services to the public, upon the terms and provisions contained herein.

1.2 Appraisal. Firehouse Development, at its cost, shall obtain and provide to the Village an appraisal of the Property. The Village will cooperate with Grantor in all respects in connection with reporting the donation of the Property for tax purposes.

1.3 Form of Transfer Deed; Reversion if Not Used for U.S. Postal Facility (Exhibit C). The parties agree that the Property will be conveyed by special warranty deed substantially in the form attached as Exhibit C. The Village acknowledges that the Property is being conveyed and gifted without financial consideration that represents its fair market value due to the substantial benefit provided by a new post office facility that will accrue to the Village, the community of Taos Ski Valley, New Mexico, the public at large, including Grantor, its affiliates, and their respective employees, visitors and guests. In recognition of such mutual public benefit, the Village expressly agrees that, in the event the Property is ever not used for post office purposes, the Property will revert to the Grantor, as stated in the special warranty deed, and that the Village will cooperate with any and all action needed at such time to vest fee simple title in Grantor or Grantor's designee.

1.4 Participation in Condominium Association (COA). The Village acknowledges that the Property is a unit in a condominium and will be conveyed with all appurtenances thereto, including without limitation the right to use, maintain and benefit from common elements in the condominium. The Unit will be subject to assessments for common expenses and compliance with the condominium's governing documents. As owner of a unit in the condominium the Village will have the opportunity to participate in management of the condominium, including by designating

individuals to serve on the board of directors, committees, etc., in accordance with the governing documents of the condominium.

1.5 Condominium Information. In connection with the Village's due diligence described below, Firehouse Development shall cause the condominium association governing the Property to deliver copies of the condominium's governing documents, a current budget and confirmation of insurance. In connection with Closing and conveyance of the Property, Firehouse Development shall provide to the Village and Title Company confirmation that all condominium assessments have been paid through the Closing Date.

2.0 The Village's Obligation as to Lease Unit 103.

2.1 The Village's Obligation to Lease Unit 103 to the U.S. Postal Service Under All Applicable Provisions Contained in the Lease for Unit 101 (new Fire Department) (Exhibit B). The Village represents and covenants that, ~~as of the Closing Date,~~ it will, as soon as reasonably possible after the Closing, enter into a Lease for Unit 103 with the U.S. Postal Service ~~have an agreement in place~~ to operate the Property as a U.S. Post Office, on standard lease terms acceptable to the parties and reasonably acceptable to the condominium association. Such terms of this Village Lease with the USPS shall be substantially similar to the terms ~~are substantially~~ set forth in Grantor's lease of adjacent property Condominium Unit 101 to the Village, a copy of which is attached as Exhibit B.

2.2 Village to Pay DIF for Unit 103. The Village shall pay ~~or waive any~~ Village Development Impact Fees for Unit 103 prior to recording the gift / conveyance Special Warranty Deed attached as Exhibit C hereto.

3.0 Other terms Regarding Use of Unit 103 and TIDD Reimbursement of Costs to Grantor.

3.1 Use. The Village hereby commits that this Unit 103 will be used only as a U.S. Post Office Facility or other appropriate municipal function or public service in the future and such commitment will be reflected as a "right of reversion" clause in the Special Warranty Deed to the Village for Unit 103.

3.2 TIDD. As appropriate (and subject to the formal TIDD Board and Village Review, TSVI or Firehouse Development may seek TIDD reimbursement for other uncompensated costs of dedicated public infrastructure associated with this gift of Unit 103 to the Village, including the cost of the appraisal.

3.3 Parking for Post Office. The Village shall be solely responsible for arranging for all parking required for post office purposes. The Village acknowledges that no parking spaces on the condominium property where the Property is located have been expressly allocated to any certain unit although parking near Unit 103 has been designated as a common element as shown

on Exhibit B to the Special Warranty Deed. Grantor agrees to reasonably cooperate with any requests of the condominium association to designate parking for post office uses.

4.0 Village Due Diligence.

4.1. Due Diligence. The Village represents and warrants that it is familiar with the Property and has had, and will have prior to Closing (defined below), adequate opportunity to conduct any and all inspections of the legal and physical condition, development and use of the Property, including without limitation, access, utility services, water rights, mineral rights, review of title, obtaining a commitment and policy of title insurance, the financial feasibility of its intended use of the Property, the suitability of soil and terrain of the Property, and the suitability of building sites and all other conditions on or affecting the Property for the Village's use thereof. Such inquiries and investigations of the Village shall be deemed to include, but shall not be limited to, the physical components of the Property, the condition of the Property, the presence of hazardous wastes and substances on or under the Property, such state of facts as an accurate survey and inspection of the Property would show, the present and future zoning ordinances, resolutions and regulations of the governing authority where the Property is located, and the value and marketability of the Property.

4.2 Title and Title Insurance. As soon as practicable after the date of this Agreement, Firehouse Development shall, at its cost, obtain and provide to the Village a current commitment ("Commitment") for an owner's policy ("Policy") of title insurance covering the Property in the amount of the appraised value of the Property. The Village agrees that, upon conveyance of the Property, it shall have had adequate opportunity to review and approve of the Commitment and all exceptions to coverage thereunder.

At the closing and conveyance of the Property, the Village shall purchase, at its sole expense, (i) a title insurance policy with such extended coverage as determined by the Village ("Village Title Policy"), and (ii) a simultaneous-issued owner's policy of title insurance for Firehouse Development, with standard exceptions 1-5 deleted and a condominium endorsement attached thereto ("Grantor Title Policy"). Firehouse Development may elect to obtain additional extended coverage, at its own cost.

4.3 Termination; Waiver. In the event that, prior to Closing, the Village determines that the Property is not suitable for the Village, the Village may terminate this Agreement upon written notice to Grantor. In the event that the Village provides no such notice prior to Closing, the Village shall be conclusively deemed to have accepted the Property as-is.

4.4 As-Is Conveyance. Grantor hereby discloses and disclaims, and the Village hereby acknowledges and accepts, that Grantor is conveying the Property "AS IS, WHERE IS, AND WITH ALL FAULTS", in its present condition, and specifically and expressly without any warranties (except warranties in the Special Warranty Deed to the Village for Unit 103) representations or guaranties, either express or implied, of any kind, nature or type whatsoever

from or on behalf of Grantor, its affiliates, agents or contractors, and their respective members, managers, officers, directors, employees, agents, attorneys and contractors (collectively, the "Grantor Parties"). The Village acknowledges that the Village has not relied, and is not relying, on any information, documents, other literature, maps or sketches, projections, pro formas, statements, representations, guaranties or warranties (whether express or implied, oral or written) that may have been given by, or on behalf of, Grantor. The Village has conducted, and shall continue to conduct prior to Closing, or waive its right to conduct, such due diligence as the Village has deemed or shall deem necessary or appropriate.

4.5 Release. By accepting the deed to the Property and closing the transactions contemplated herein, the Village, on behalf of itself and its successors and assigns, shall thereby release each Grantor Party from, and waive all claims arising out of or related to conditions, losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever (collectively, "Liabilities") against each and every Grantor Party attributable to, or in connection with the Property and this Agreement, whether arising or accruing before, on or after the Closing and whether attributable to events or circumstances which arise or occur before, on or after Closing, including, without limitation: (a) all statements or opinions heretofore or hereafter made, or information furnished, by any Grantor Party; (b) all liability with respect to the physical or environmental condition of the Property, including, without limitation, all Liabilities relating to the release, presence, discovery or removal of any hazardous or regulated substance, waste or material that may be located in, at, about or under the Property, or connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., or any related claims or causes of action (collectively, "Environmental Liabilities"); and (c) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property.

4.6 Successors and Assigns. The provisions of this Section 4 shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that the Village shall not assign this Agreement without Grantor's prior written consent, which may be withheld or conditioned in Grantor's sole discretion. Any purported assignment without such prior consent shall be null and void *ab initio*, and Grantor shall have no obligations hereunder. The provisions of this Section 4 shall be deemed reaffirmed by the Village by acceptance of the deed to the Property and shall survive the Closing.

4.7 Limitation on Grantor's Liability. Notwithstanding any provision to the contrary contained in this Agreement, the maximum aggregate liability of Grantor Parties, and the maximum aggregate amount which may be awarded to and collected by the Village, in connection with this Agreement or the Property shall not exceed One Thousand Dollars (\$1,000). The Village

acknowledges the material benefit it receives through this Agreement and receipt of the Property, the receipt of valuable consideration for the limitation in this paragraph, and that it knowingly consents to this limitation. The provisions of this paragraph shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

5. Closing.

5.1. Closing Date. The closing of the donation and conveyance of the Property contemplated herein (the "Closing") shall take place at the offices of First New Mexico Title & Abstract Company, Inc. ("Title Company"), whose address is 602 Paseo Del Pueblo Sur, P.O. Box 000, Taos, New Mexico, 87571, on or before _____, (the "Closing Date"). The Closing Date may be extended upon the request by Grantor for additional time for valuation of the Property or other tax purposes, and by agreement of the parties.

5.2. Grantor's Obligations at Closing. At the Closing, Grantor shall deliver to the Village a special warranty deed to the Property, in the form attached hereto, and shall execute and deliver to the Village all other documents contemplated expressly or impliedly in this Agreement.

5.3. The Village's Obligations at Closing. At the Closing, the Village shall deliver to Grantor any and all documents contemplated expressly or impliedly in this Agreement.

5.4. Escrowed Closing. The parties agree that the Title Company shall serve as escrow agent for the Closing. At the Closing, Grantor shall deliver all documents of conveyance executed by Grantor hereunder, a settlement statement signed by Grantor setting forth an accounting of funds to be received and disbursed by the Title Company (the "Settlement Statement"), and all other documents signed by Grantor contemplated herein and/or reasonably requested in connection with the Closing. At the Closing, the Village shall deliver to the Title Company the Settlement Statement signed by the Village, and all other documents signed by the Village contemplated herein and/or reasonably requested by the Title Company.

5.5. Taxes and Other Prorated Items. On or before the Closing Date, Grantor shall have paid all taxes, assessments, condominium association fees and other charges relating to the Property through the calendar year prior to that of the Closing Date, and such taxes, assessments, fees and other charges relating to the Property for the calendar year of the Closing Date shall be apportioned between Grantor and the Village as of the Closing Date based upon information available at the time of the Closing and shall be binding upon the parties.

5.6. Closing Expenses. On the Closing Date, The Village shall be solely responsible for the payment of any and all recording fees of conveyance, the cost of the Village Title Policy and the cost of the Grantor Title Policy (including the deletion of standard exceptions 1, 2, 3, 4 and 5 therefrom and the addition of a condominium endorsement thereto). The parties shall each pay their own attorneys' fees and costs.

5.7. Designation for Reporting to IRS. The parties agree to take all actions and sign all necessary documentation in order to designate a reporting person responsible for complying with all reporting requirements relating to this real estate transaction pursuant to the Internal Revenue Code and regulations promulgated thereunder.

5.8. Possession; Risk of Loss. As of the Closing Date, Grantor shall deliver possession of the Property to the Village. Risk of loss to the Property shall shift from Grantor to the Village as of the Closing Date.

6.0 Representations and Warranties.

6.1 Anti-Terrorism. The Village represents and warrants it is not in violation of any Anti-Terrorism Law, and the Village is not, as of the date hereof: (i) conducting any business or engaging in any transaction or dealing with any person or entity prohibited by law, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such person or entity; (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property prohibited by law; or (iii) engaging in or conspiring to engage in any transaction that evades, or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, and Title 3 of the USA Patriot Act, and any regulations promulgated by any of them.

6.2 Anti-Bribery. In consideration of Grantor entering into this Agreement with the Village, the Village hereby acknowledges, certifies, warrants and undertakes to Grantor that: (i) it has not offered, promised, given or agreed to give and shall not during the term of this Agreement offer, promise, give or agree to give any person or entity any bribe on behalf of Grantor or otherwise with the object of obtaining a business advantage over Grantor or otherwise; it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and/or anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices act of 1977; and (iii) it has, and will maintain in place, effective accounting procedures and internal bribery controls necessary to record all expenditures in connection with this Agreement.

6.3 No Discrimination. The Village warrants and covenants that the Village and its employees, agents, directors and officers shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, religion or disability by curtailing or refusing to furnish accommodations, facilities, services or use privileges offered to the public generally. In addition, the Village and its employees, agents, directors and officers shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section

504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

6.4 Acknowledgement of B-Corp Benefit. Firehouse Development and the Village acknowledge that the conveyance of the Property as contemplated herein shall create a general public benefit of a positive impact on society and the environment, taken as a whole, that is material to the parties, the residents of Taos Ski Valley, New Mexico, and the public as a whole.

7.0 General Provisions.

7.1 Cooperation by the Parties. Firehouse Development and the Village agree to cooperate and provide each other with necessary construction and other access easements to enable each Party to carry out the terms of this Agreement.

7.2 Insurance. Firehouse Development will maintain its current insurance coverage on the Property prior to Closing, at which time risk of loss shall shift to the Village. At all times on and after the Closing Date, the Village shall maintain property and liability coverage for Unit 103 and the acts of its employees under the New Mexico Public Liability Fund as reflected in the Certificate of Coverage delivered to Firehouse Development concurrently herewith. The Certificate of Coverage will be applied giving full effect to the intent of the Tort Claims Act, NMSA 1978 § 41-4-1 *et seq.* The Village shall further maintain coverage for its employees in compliance with the New Mexico Workers' Compensation Act and the New Mexico Unemployment Compensation Act. If any part of the Property is destroyed or damaged prior to the Closing, the Village may either: (a) terminate this Agreement upon written notice and the parties shall be released from all further obligations under this Agreement; or (b) proceed to the Closing. In either event, Grantor shall be entitled to retain any and all insurance proceeds available due to such damage or destruction or Grantor, in Grantor's sole and uncontrolled discretion, may elect to assign such insurance proceeds to the Village.

7.3 Notice Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if by United States certified mail, return receipt requested, addressed as follows:

If to the Village:

Village of Taos Ski Valley
Attn: Village Administrator
7 Firehouse Road
P.O. Box 100
Taos Ski Valley, NM 87525

If to Firehouse Development, LLC:

c/o Taos Ski Valley, Inc.
Attn: Peter J. Talty, Vice President

116 Sutton Place
P.O. Box 90
Taos Ski Valley, NM 87525

Firehouse Development and the Village shall each have the right from time to time to change the place notice is given under this paragraph by written notice thereof to the other Party.

7.4 Headings; Interpretation. The headings used in this Agreement are for the convenience of the Parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be] limited to" were annexed thereafter. The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement. The parties agree that this Agreement has been prepared jointly and shall not be construed against any party on the basis of draft preparation by that party.

7.5 Consent; Further Assurances. The Village shall not unreasonably withhold or delay its consent with respect to any matter for which the Village's consent is required or desirable under this Agreement. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Seller or Buyer, or their respective counsel, may reasonably require in order to effect the intents and purposes of this Agreement. Further, Seller and Buyer agree to deliver to the Title Company such affidavits and other documents as may reasonably be necessary or required to enable the Title Company to issue the Title Policy as contemplated in this Agreement.

7.6 No Third Party Beneficiary Intended. Nothing in this Agreement, express or implied, is intended to confer upon any party other than Firehouse Development and the Village, and their respective successors and assigns.

7.7 No Waiver of the Village's Land Use Authority Rights. Nothing herein shall be construed to be a waiver or compromise of the Village's land use authority and approval rights, inspection or review authority and rights related thereto, except for the express duties and obligations herein; provided further, nothing in this Agreement shall prohibit Firehouse Development and any successor owner from availing themselves of the rights and privileges generally accorded to Village property owners by the duly adopted land use and development ordinances, rules, and regulations of the Village, and the Village shall provide such rights and privileges to Firehouse Development and any successor owner not inconsistent herewith in accordance with law.

7.8 Litigation by Third Parties. In the event this Agreement, or any provision thereof, is challenged in a court of law or administrative proceeding by anyone not a party hereto, Firehouse Development and the Village agree to do all things reasonably necessary to protect and defend the validity, enforceability, and effectiveness of this Agreement.

7.9 No Partnership. The Parties acknowledge that neither Firehouse Development nor the Village is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting party with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall create a partnership, joint venture, or other joint enterprise between the Parties, or give either Firehouse Development or the Village any interest in the business or affairs of the other.

7.10 Authority. The undersigned signatories represent that each has the power and authority to bind their respective entities. Each further agrees to provide upon request such resolutions, certificates or other documentation reasonably required to evidence such power and authority.

7.11 Dispute Resolution. In the event of a breach, disagreement, or dispute arising out of or related to this Agreement for which Firehouse Development may reasonably seek or require prompt or emergency relief or assistance, Firehouse Development may seek an injunction, protective order, or similar remedy available. In the event of any other breach, disagreement, or dispute between the parties arising out of or related to this Agreement, prior to filing any lawsuit against the other, the parties shall participate in mandatory mediation in Taos or Santa Fe, New Mexico, utilizing the services of a professionally trained attorney-mediator. The identity of the mediator shall be jointly determined by the parties or, if the parties are unable to agree, by any judge of the Eighth Judicial District Court. Any such mediation shall be held within thirty (30) days of a demand by either party, and the parties shall equally share the cost of any such mediation. If the parties are unable to resolve their dispute or claim in mediation, then the parties agree to jurisdiction and venue in the Eighth Judicial District Court, Taos County, New Mexico, for any legal action brought in connection with this Lease. The prevailing party in any action for the breach or enforcement of this Agreement or rights or obligations hereunder shall be entitled to recover from the non-prevailing party all costs and expenses including reasonable attorneys' fees, incurred in such legal action.

7.12 Waiver of Right to Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

7.13 Condemnation. In the event that any portion of the Property shall be taken in condemnation or under the right of eminent domain before the Closing Date, this Agreement, at

the option of Grantor, may be declared null and void and, in such event the Village agrees to pay to Grantor a liquidated amount of \$10,000 as reasonable compensation for Grantor's expenses in seeking to convey a gift of real property. Such amount and terms are agreed upon by and between Grantor and the Village as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof and as a reasonable estimate of just compensation for the harm caused Grantor.

7.14 Commissions. Grantor and the Village each represent and warrant to the other that no real estate broker, agent or salesperson has been engaged in connection with the transactions contemplated herein.

7.15 Final Agreement. This Agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This Agreement incorporates all the Agreements, covenants, and understanding between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged and made a part of this written Agreement. No prior agreements or understandings, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied herein this Agreement.

7.16 Binding Effect. This Agreement shall be binding upon the parties, their heirs, successors-in-interests and assigns. The provisions of this Agreement shall survive the Closing and shall not be merged, extinguished or superseded by the execution or delivery of any document required hereunder including any conveyance or assignment.

7.17 Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with Court's findings.

7.18 Amendment. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

7.19 Jurisdiction. In the event of a dispute regarding this agreement, the Parties agree that New Mexico law and exclusive jurisdiction shall apply and the proper venue shall be the Eighth Judicial District Court, Taos County, in the Town of Taos, New Mexico.

IN WITNESS WHEREOF, Firehouse Development (TSV) LLC and the Village of Taos Ski Valley have caused this Agreement to be executed as of the date first set forth above.

[Signature pages follow.]

AGREED TO:

FIREHOUSE DEVELOPMENT (TSV), LLC,
a Delaware limited liability company

By: _____

Peter J. Talty
Its Vice President

Date: _____

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

The forgoing instrument was acknowledged before me this ____ day of
_____, 2024, J. Talty, Vice President of Firehouse Development (TSV) LLC.

Notary Public

AGREED TO:

VILLAGE OF TAOS SKI VALLEY, INC.
a New Mexico Municipal corporation

By: _____

Chris Stanek

Its Mayor

Date: _____

Attest:

Ann Marie Wooldridge
Village Clerk

Approved by Action of the
Village Council at its Meeting
Held the ____ day of _____, 2024

[illegible]

The forgoing instrument was acknowledged before me this _____ of _____, 2024, by Chris Stanek, Mayor of the Village of Taos Ski Valley.

Notary Public

**AGREEMENT FOR GIFT OF
TSV FIREHOUSE, A CONDOMINIUM UNIT 103,
TO THE VILLAGE OF TAOS SKI VALLEY
FOR USE AS A U.S. POST OFFICE FACILITY**

This Agreement for Gift of TSV Firehouse, a Condominium Unit 103 to Village of Taos Ski Valley For Use as a U.S. Post Office Facility (“Agreement”) is made of this ____ day of _____, 2024, by and between FIREHOUSE DEVELOPMENT (TSV) LLC, a Delaware limited liability company (“Firehouse Development” or “Grantor”) and the VILLAGE OF TAOS SKI VALLEY, NEW MEXICO, a New Mexico municipal corporation (the “Village” or “Grantee”) (collectively hereafter, the “Parties” or individually, “Party”).

RECITALS

A. WHEREAS, Firehouse Development is the owner of Unit 103 of TSV Firehouse, a Condominium at 9 Firehouse Road, Taos Ski Valley, New Mexico, all as shown and described on Exhibit A hereto, which Firehouse Condominium building was constructed under a New Village Firehouse Project Participation Agreement with the Village dated January 25, 2022, for the construction of a new firehouse facility therein (in Unit 101) for the Village.

B. WHEREAS, Firehouse Development has now leased to the Village Unit 101 of the TSV Firehouse Condominium for the Village’s use as the Village’s new Fire Department Facility together with an option to purchase Unit 101 under the “Agreement for Lease of New Fire Department Facilities With Option to Purchase” dated effective January 1, 2024, as amended (“Lease”) (Exhibit B).

C. WHEREAS, the Village community is also in need of a permanent location for a U.S. Post Office Facility housing secure Post Office Boxes for the public and for providing other U.S. Postal services to the public. The current U.S. Post Office in the Village is being housed on a temporary basis within Taos Ski Valley, Inc.’s (“TSVI”) “Taos Tent” located on Thunderbird Road, which temporary space (Taos Tent) is scheduled for demolition in the near future.

D. Whereas, Firehouse Development (an affiliate of TSVI) is willing to gift and donate to the Village, and the Village is willing to accept, Unit 103 in the new Neil King Firehouse Condominium Building under the terms and conditions set forth hereafter to ensure that the Village will have a permanent, secure location for a permanent U.S. Post Office Facility within the Village to better serve the community of Taos Ski Valley and the Public.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and the agreements by the Parties set forth herein, Firehouse Development (Grantor) and the Village (Grantee) agree as follows:

1.0 Firehouse Development's Gift of Unit 103 to the Village for a U.S. Post Office Facility: Terms and Conditions of Gift to Village.

1.1 **Gifted Property.** The real property to be dedicated and gifted to the Village ("Property") is located at 9 Firehouse Road, Taos Ski Valley, New Mexico, and described as Unit 103 of TSV Firehouse, a Condominium, in that certain Condominium Declaration for TSV Firehouse, a Condominium, filed for record on January 4, 2024, in Book 1187, page 113, as Instrument Number 000475528, records of Taos County, New Mexico.

Firehouse Development agrees to dedicate, gift, and convey the Property to the Village, and the Village agrees to accept the Property from Firehouse Development, for the purpose of operating a U.S. Post Office facility housing secure Post Office Boxes for the public and for providing other U.S. Postal services to the public, upon the terms and provisions contained herein.

1.2 **Appraisal.** Firehouse Development, at its cost, shall obtain and provide to the Village an appraisal of the Property. The Village will cooperate with Grantor in all respects in connection with reporting the donation of the Property for tax purposes.

1.3 **Form of Transfer Deed; Reversion if Not Used for U.S. Postal Facility (Exhibit C).** The parties agree that the Property will be conveyed by special warranty deed substantially in the form attached as Exhibit C. The Village acknowledges that the Property is being conveyed and gifted without financial consideration that represents its fair market value due to the substantial benefit provided by a new post office facility that will accrue to the Village, the community of Taos Ski Valley, New Mexico, the public at large, including Grantor, its affiliates, and their respective employees, visitors and guests. In recognition of such mutual public benefit, the Village expressly agrees that, in the event the Property is ever not used for post office purposes, the Property will revert to the Grantor, as stated in the special warranty deed, and that the Village will cooperate with any and all action needed at such time to vest fee simple title in Grantor or Grantor's designee.

1.4 **Participation in Condominium Association (COA).** The Village acknowledges that the Property is a unit in a condominium and will be conveyed with all appurtenances thereto, including without limitation the right to use, maintain and benefit from common elements in the condominium. The Unit will be subject to assessments for common expenses and compliance with the condominium's governing documents. As owner of a unit in the condominium the Village will have the opportunity to participate in management of the condominium, including by designating

individuals to serve on the board of directors, committees, etc., in accordance with the governing documents of the condominium.

1.5 Condominium Information. In connection with the Village's due diligence described below, Firehouse Development shall cause the condominium association governing the Property to deliver copies of the condominium's governing documents, a current budget and confirmation of insurance. In connection with Closing and conveyance of the Property, Firehouse Development shall provide to the Village and Title Company confirmation that all condominium assessments have been paid through the Closing Date.

2.0 The Village's Obligation as to Lease Unit 103.

2.1 The Village's Obligation to Lease Unit 103 to the U.S. Postal Service Under All Applicable Provisions Contained in the Lease for Unit 101 (new Fire Department) (Exhibit B). The Village represents and covenants that it will, as soon as reasonably possible after the Closing, enter into a Lease for Unit 103 with the U.S. Postal Service to operate the Property as a U.S. Post Office, on standard lease terms acceptable to the parties and reasonably acceptable to the condominium association. Such terms of this Village Lease with the USPS shall be substantially similar to the terms set forth in Grantor's lease of adjacent property Condominium Unit 101 to the Village, a copy of which is attached as Exhibit B.

2.2 Village to Pay DIF for Unit 103. The Village shall pay any Village Development Impact Fees for Unit 103 prior to recording the gift / conveyance Special Warranty Deed attached as Exhibit C hereto.

3.0 Other terms Regarding Use of Unit 103 and TIDD Reimbursement of Costs to Grantor.

3.1 Use. The Village hereby commits that this Unit 103 will be used only as a U.S. Post Office Facility or other appropriate municipal function or public service in the future and such commitment will be reflected as a "right of reversion" clause in the Special Warranty Deed to the Village for Unit 103.

3.2 TIDD. As appropriate (and subject to the formal TIDD Board and Village Review, TSVI or Firehouse Development may seek TIDD reimbursement for other uncompensated costs of dedicated public infrastructure associated with this gift of Unit 103 to the Village, including the cost of the appraisal.

3.3 Parking for Post Office. The Village shall be solely responsible for arranging for all parking required for post office purposes. The Village acknowledges that no parking spaces on the condominium property where the Property is located have been expressly allocated to any certain unit although parking near Unit 103 has been designated as a common element as shown on Exhibit B to the Special Warranty Deed. Grantor agrees to reasonably cooperate with any requests of the condominium association to designate parking for post office uses.

4.0 Village Due Diligence.

4.1. Due Diligence. The Village represents and warrants that it is familiar with the Property and has had, and will have prior to Closing (defined below), adequate opportunity to conduct any and all inspections of the legal and physical condition, development and use of the Property, including without limitation, access, utility services, water rights, mineral rights, review of title, obtaining a commitment and policy of title insurance, the financial feasibility of its intended use of the Property, the suitability of soil and terrain of the Property, and the suitability of building sites and all other conditions on or affecting the Property for the Village's use thereof. Such inquiries and investigations of the Village shall be deemed to include, but shall not be limited to, the physical components of the Property, the condition of the Property, the presence of hazardous wastes and substances on or under the Property, such state of facts as an accurate survey and inspection of the Property would show, the present and future zoning ordinances, resolutions and regulations of the governing authority where the Property is located, and the value and marketability of the Property.

4.2 Title and Title Insurance. As soon as practicable after the date of this Agreement, Firehouse Development shall, at its cost, obtain and provide to the Village a current commitment ("Commitment") for an owner's policy ("Policy") of title insurance covering the Property in the amount of the appraised value of the Property. The Village agrees that, upon conveyance of the Property, it shall have had adequate opportunity to review and approve of the Commitment and all exceptions to coverage thereunder.

At the closing and conveyance of the Property, the Village shall purchase, at its sole expense, (i) a title insurance policy with such extended coverage as determined by the Village ("Village Title Policy"), and (ii) a simultaneous-issued owner's policy of title insurance for Firehouse Development, with standard exceptions 1-5 deleted and a condominium endorsement attached thereto ("Grantor Title Policy"). Firehouse Development may elect to obtain additional extended coverage, at its own cost.

4.3 Termination; Waiver. In the event that, prior to Closing, the Village determines that the Property is not suitable for the Village, the Village may terminate this Agreement upon written notice to Grantor. In the event that the Village provides no such notice prior to Closing, the Village shall be conclusively deemed to have accepted the Property as-is.

4.4 As-Is Conveyance. Grantor hereby discloses and disclaims, and the Village hereby acknowledges and accepts, that Grantor is conveying the Property "AS IS, WHERE IS, AND WITH ALL FAULTS", in its present condition, and specifically and expressly without any warranties (except warranties in the Special Warranty Deed to the Village for Unit 103) representations or guaranties, either express or implied, of any kind, nature or type whatsoever from or on behalf of Grantor, its affiliates, agents or contractors, and their respective members, managers, officers, directors, employees, agents, attorneys and contractors (collectively, the "Grantor Parties"). The Village acknowledges that the Village has not relied, and is not relying,

on any information, documents, other literature, maps or sketches, projections, pro formas, statements, representations, guaranties or warranties (whether express or implied, oral or written) that may have been given by, or on behalf of, Grantor. The Village has conducted, and shall continue to conduct prior to Closing, or waive its right to conduct, such due diligence as the Village has deemed or shall deem necessary or appropriate.

4.5 Release. By accepting the deed to the Property and closing the transactions contemplated herein, the Village, on behalf of itself and its successors and assigns, shall thereby release each Grantor Party from, and waive all claims arising out of or related to conditions, losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever (collectively, "Liabilities") against each and every Grantor Party attributable to, or in connection with the Property and this Agreement, whether arising or accruing before, on or after the Closing and whether attributable to events or circumstances which arise or occur before, on or after Closing, including, without limitation: (a) all statements or opinions heretofore or hereafter made, or information furnished, by any Grantor Party; (b) all liability with respect to the physical or environmental condition of the Property, including, without limitation, all Liabilities relating to the release, presence, discovery or removal of any hazardous or regulated substance, waste or material that may be located in, at, about or under the Property, or connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., or any related claims or causes of action (collectively, "Environmental Liabilities"); and (c) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property.

4.6 Successors and Assigns. The provisions of this Section 4 shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that the Village shall not assign this Agreement without Grantor's prior written consent, which may be withheld or conditioned in Grantor's sole discretion. Any purported assignment without such prior consent shall be null and void *ab initio*, and Grantor shall have no obligations hereunder. The provisions of this Section 4 shall be deemed reaffirmed by the Village by acceptance of the deed to the Property and shall survive the Closing.

4.7 Limitation on Grantor's Liability. Notwithstanding any provision to the contrary contained in this Agreement, the maximum aggregate liability of Grantor Parties, and the maximum aggregate amount which may be awarded to and collected by the Village, in connection with this Agreement or the Property shall not exceed One Thousand Dollars (\$1,000). The Village acknowledges the material benefit it receives through this Agreement and receipt of the Property, the receipt of valuable consideration for the limitation in this paragraph, and that it knowingly

consents to this limitation. The provisions of this paragraph shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

5. Closing.

5.1. Closing Date. The closing of the donation and conveyance of the Property contemplated herein (the "Closing") shall take place at the offices of First New Mexico Title & Abstract Company, Inc. ("Title Company"), whose address is 602 Paseo Del Pueblo Sur, P.O. Box 000, Taos, New Mexico, 87571, on or before _____, (the "Closing Date"). The Closing Date may be extended upon the request by Grantor for additional time for valuation of the Property or other tax purposes, and by agreement of the parties.

5.2. Grantor's Obligations at Closing. At the Closing, Grantor shall deliver to the Village a special warranty deed to the Property, in the form attached hereto, and shall execute and deliver to the Village all other documents contemplated expressly or impliedly in this Agreement.

5.3. The Village' Obligations at Closing. At the Closing, the Village shall deliver to Grantor any and all documents contemplated expressly or impliedly in this Agreement.

5.4. Escrowed Closing. The parties agree that the Title Company shall serve as escrow agent for the Closing. At the Closing, Grantor shall deliver all documents of conveyance executed by Grantor hereunder, a settlement statement signed by Grantor setting forth an accounting of funds to be received and disbursed by the Title Company (the "Settlement Statement"), and all other documents signed by Grantor contemplated herein and/or reasonably requested in connection with the Closing. At the Closing, the Village shall deliver to the Title Company the Settlement Statement signed by the Village, and all other documents signed by the Village contemplated herein and/or reasonably requested by the Title Company.

5.5. Taxes and Other Prorated Items. On or before the Closing Date, Grantor shall have paid all taxes, assessments, condominium association fees and other charges relating to the Property through the calendar year prior to that of the Closing Date, and such taxes, assessments, fees and other charges relating to the Property for the calendar year of the Closing Date shall be apportioned between Grantor and the Village as of the Closing Date based upon information available at the time of the Closing and shall be binding upon the parties.

5.6. Closing Expenses. On the Closing Date, The Village shall be solely responsible for the payment of any and all recording fees of conveyance, the cost of the Village Title Policy and the cost of the Grantor Title Policy (including the deletion of standard exceptions 1, 2, 3, 4 and 5 therefrom and the addition of a condominium endorsement thereto). The parties shall each pay their own attorneys' fees and costs.

5.7. Designation for Reporting to IRS. The parties agree to take all actions and sign all necessary documentation in order to designate a reporting person responsible for complying with

all reporting requirements relating to this real estate transaction pursuant to the Internal Revenue Code and regulations promulgated thereunder.

5.8. Possession; Risk of Loss. As of the Closing Date, Grantor shall deliver possession of the Property to the Village. Risk of loss to the Property shall shift from Grantor to the Village as of the Closing Date.

6.0 Representations and Warranties.

6.1 Anti-Terrorism. The Village represents and warrants it is not in violation of any Anti-Terrorism Law, and the Village is not, as of the date hereof: (i) conducting any business or engaging in any transaction or dealing with any person or entity prohibited by law, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such person or entity; (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property prohibited by law; or (iii) engaging in or conspiring to engage in any transaction that evades, or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, and Title 3 of the USA Patriot Act, and any regulations promulgated by any of them.

6.2 Anti-Bribery. In consideration of Grantor entering into this Agreement with the Village, the Village hereby acknowledges, certifies, warrants and undertakes to Grantor that: (i) it has not offered, promised, given or agreed to give and shall not during the term of this Agreement offer, promise, give or agree to give any person or entity any bribe on behalf of Grantor or otherwise with the object of obtaining a business advantage over Grantor or otherwise; it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and/or anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices act of 1977; and (iii) it has, and will maintain in place, effective accounting procedures and internal bribery controls necessary to record all expenditures in connection with this Agreement.

6.3 No Discrimination. The Village warrants and covenants that the Village and its employees, agents, directors and officers shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, religion or disability by curtailing or refusing to furnish accommodations, facilities, services or use privileges offered to the public generally. In addition, the Village and its employees, agents, directors and officers shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

6.4 Acknowledgement of B-Corp Benefit. Firehouse Development and the Village acknowledge that the conveyance of the Property as contemplated herein shall create a general public benefit of a positive impact on society and the environment, taken as a whole, that is material to the parties, the residents of Taos Ski Valley, New Mexico, and the public as a whole.

7.0 General Provisions.

7.1 Cooperation by the Parties. Firehouse Development and the Village agree to cooperate and provide each other with necessary construction and other access easements to enable each Party to carry out the terms of this Agreement.

7.2 Insurance. Firehouse Development will maintain its current insurance coverage on the Property prior to Closing, at which time risk of loss shall shift to the Village. At all times on and after the Closing Date, the Village shall maintain property and liability coverage for Unit 103 and the acts of its employees under the New Mexico Public Liability Fund as reflected in the Certificate of Coverage delivered to Firehouse Development concurrently herewith. The Certificate of Coverage will be applied giving full effect to the intent of the Tort Claims Act, NMSA 1978 § 41-4-1 *et seq.* The Village shall further maintain coverage for its employees in compliance with the New Mexico Workers' Compensation Act and the New Mexico Unemployment Compensation Act. If any part of the Property is destroyed or damaged prior to the Closing, the Village may either: (a) terminate this Agreement upon written notice and the parties shall be released from all further obligations under this Agreement; or (b) proceed to the Closing. In either event, Grantor shall be entitled to retain any and all insurance proceeds available due to such damage or destruction or Grantor, in Grantor's sole and uncontrolled discretion, may elect to assign such insurance proceeds to the Village.

7.3 Notice Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if by United States certified mail, return receipt requested, addressed as follows:

If to the Village:

Village of Taos Ski Valley
Attn: Village Administrator
7 Firehouse Road
P.O. Box 100
Taos Ski Valley, NM 87525

If to Firehouse Development, LLC:

c/o Taos Ski Valley, Inc.
Attn: Peter J. Talty, Vice President
116 Sutton Place
P.O. Box 90
Taos Ski Valley, NM 87525

Firehouse Development and the Village shall each have the right from time to time to change the place notice is given under this paragraph by written notice thereof to the other Party.

7.4 Headings; Interpretation. The headings used in this Agreement are for the convenience of the Parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words “include” and “including” shall be construed as if the phrases “without limitation” or “but not [be] limited to” were annexed thereafter. The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement. The parties agree that this Agreement has been prepared jointly and shall not be construed against any party on the basis of draft preparation by that party.

7.5 Consent; Further Assurances. The Village shall not unreasonably withhold or delay its consent with respect to any matter for which the Village’s consent is required or desirable under this Agreement. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Seller or Buyer, or their respective counsel, may reasonably require in order to effect the intents and purposes of this Agreement. Further, Seller and Buyer agree to deliver to the Title Company such affidavits and other documents as may reasonably be necessary or required to enable the Title Company to issue the Title Policy as contemplated in this Agreement.

7.6 No Third Party Beneficiary Intended. Nothing in this Agreement, express or implied, is intended to confer upon any party other than Firehouse Development and the Village, and their respective successors and assigns.

7.7 No Waiver of the Village’s Land Use Authority Rights. Nothing herein shall be construed to be a waiver or compromise of the Village’s land use authority and approval rights, inspection or review authority and rights related thereto, except for the express duties and obligations herein; provided further, nothing in this Agreement shall prohibit Firehouse Development and any successor owner from availing themselves of the rights and privileges generally accorded to Village property owners by the duly adopted land use and development ordinances, rules, and regulations of the Village, and the Village shall provide such rights and privileges to Firehouse Development and any successor owner not inconsistent herewith in accordance with law.

7.8 Litigation by Third Parties. In the event this Agreement, or any provision thereof, is challenged in a court of law or administrative proceeding by anyone not a party hereto, Firehouse

Development and the Village agree to do all things reasonably necessary to protect and defend the validity, enforceability, and effectiveness of this Agreement.

7.9 No Partnership. The Parties acknowledge that neither Firehouse Development nor the Village is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting party with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall create a partnership, joint venture, or other joint enterprise between the Parties, or give either Firehouse Development or the Village any interest in the business or affairs of the other.

7.10 Authority. The undersigned signatories represent that each has the power and authority to bind their respective entities. Each further agrees to provide upon request such resolutions, certificates or other documentation reasonably required to evidence such power and authority.

7.11 Dispute Resolution. In the event of a breach, disagreement, or dispute arising out of or related to this Agreement for which Firehouse Development may reasonably seek or require prompt or emergency relief or assistance, Firehouse Development may seek an injunction, protective order, or similar remedy available. In the event of any other breach, disagreement, or dispute between the parties arising out of or related to this Agreement, prior to filing any lawsuit against the other, the parties shall participate in mandatory mediation in Taos or Santa Fe, New Mexico, utilizing the services of a professionally trained attorney-mediator. The identity of the mediator shall be jointly determined by the parties or, if the parties are unable to agree, by any judge of the Eighth Judicial District Court. Any such mediation shall be held within thirty (30) days of a demand by either party, and the parties shall equally share the cost of any such mediation. If the parties are unable to resolve their dispute or claim in mediation, then the parties agree to jurisdiction and venue in the Eighth Judicial District Court, Taos County, New Mexico, for any legal action brought in connection with this Lease. The prevailing party in any action for the breach or enforcement of this Agreement or rights or obligations hereunder shall be entitled to recover from the non-prevailing party all costs and expenses including reasonable attorneys' fees, incurred in such legal action.

7.12 Waiver of Right to Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

7.13 Condemnation. In the event that any portion of the Property shall be taken in condemnation or under the right of eminent domain before the Closing Date, this Agreement, at the option of Grantor, may be declared null and void and, in such event the Village agrees to pay to Grantor a liquidated amount of \$10,000 as reasonable compensation for Grantor's expenses in

seeking to convey a gift of real property. Such amount and terms are agreed upon by and between Grantor and the Village as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof and as a reasonable estimate of just compensation for the harm caused Grantor.

7.14 Commissions. Grantor and the Village each represent and warrant to the other that no real estate broker, agent or salesperson has been engaged in connection with the transactions contemplated herein.

7.15 Final Agreement. This Agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This Agreement incorporates all the Agreements, covenants, and understanding between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged and made a part of this written Agreement. No prior agreements or understandings, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied herein this Agreement.

7.16 Binding Effect. This Agreement shall be binding upon the parties, their heirs, successors-in-interests and assigns. The provisions of this Agreement shall survive the Closing and shall not be merged, extinguished or superseded by the execution or delivery of any document required hereunder including any conveyance or assignment.

7.17 Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with Court's findings.

7.18 Amendment. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

7.19 Jurisdiction. In the event of a dispute regarding this agreement, the Parties agree that New Mexico law and exclusive jurisdiction shall apply and the proper venue shall be the Eighth Judicial District Court, Taos County, in the Town of Taos, New Mexico.

IN WITNESS WHEREOF, Firehouse Development (TSV) LLC and the Village of Taos Ski Valley have caused this Agreement to be executed as of the date first set forth above.

[Signature pages follow.]

AGREED TO:

FIREHOUSE DEVELOPMENT (TSV), LLC,
a Delaware limited liability company

By: _____

Peter J. Talty
Its Vice President

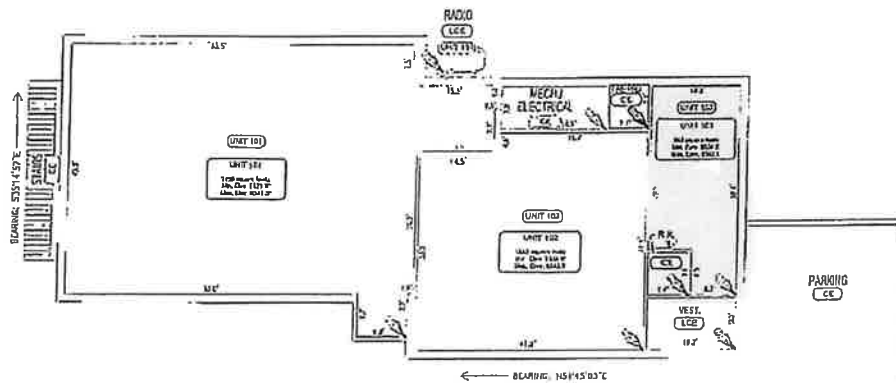
Date: _____

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The forgoing instrument was acknowledged before me this ____ day of _____, 2024, J. Talty, Vice President of Firehouse Development (TSV) LLC.

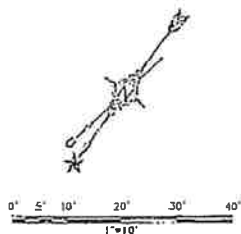
Notary Public

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



GROUND FLOOR
 & FIRST FLOOR

LEGEND
 CC CONDOMINIUM
 CE CONDOMINIUM
 UNIT 101



Unit Title Data		
Ground Floor & First Floor		
UNIT	AREA	SQ. FT.
UNIT 101	1,172.55	1,172.55
UNIT 102	1,172.55	1,172.55
UNIT 103	1,172.55	1,172.55
UNIT 104	1,172.55	1,172.55
UNIT 105	1,172.55	1,172.55
UNIT 106	1,172.55	1,172.55
UNIT 107	1,172.55	1,172.55
UNIT 108	1,172.55	1,172.55
UNIT 109	1,172.55	1,172.55
UNIT 110	1,172.55	1,172.55

SHEET 5 of 7

CONDOMINIUM SURVEY

Surveyed and Platted by TSV Firehouse, a Condominium

Surveyed and Platted by TSV Firehouse, a Condominium

Surveyed and Platted by TSV Firehouse, a Condominium

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Surveyed and Platted by TSV Firehouse, a Condominium

Surveyed and Platted by TSV Firehouse, a Condominium

Sinal / signed
2/16/24

**INTERIM LEASE WITH OPTION TO PURCHASE
THE NEAL KING MEMORIAL FIREHOUSE (UNIT 101)**

**[Condominium Unit 101 of TSV Firehouse, a Condominium, 9 Firehouse Road,
Village of Taos Ski Valley, Taos County, New Mexico]**

This Interim Lease with Option to Purchase the Neal King Memorial Firehouse (Unit 101) ("Lease") is made by and between **Firehouse Development (TSV), LLC**, a Delaware limited liability company ("Landlord"), and **The Village of Taos Ski Valley**, a New Mexico municipal corporation ("Tenant" or the "Village"), effective as of the January 1, 2024 Commencement Date stated below.

Recitals

A. The Village, through its Department of Public Safety, operates a fire department ("Fire Department").

B. In addition to providing firefighting services in and around Taos Ski Valley, New Mexico, the Fire Department participates in the Enchanted Circle Regional Fire Association and the Mutual Aid Agreement for the ECRFA.

C. The Fire Department also 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 of Taos Ski Valley, as well as for search and rescue ("SAR") services associated therewith.

D. Due to the past efforts of the Village and its Fire Department, the Village's ISO rating for insurance purposes for the residents and businesses in Taos Ski Valley has improved. The Fire Department has successfully advanced its firefighting capabilities and increased its level of service to the community in obtaining an ISO Class #5 Public Protection Classification rating. The State of New Mexico has recognized the accomplishments of the Village and the Fire Department. The leasing and/or purchase of the new firehouse facilities in Unit 101 will further serve to improve the current ISO rating for the benefit of the Taos Ski Valley community.

E. The current Fire Department facilities have been used for fire department purposes since 1978. The Village desires to provide upgraded facilities to house additional fire trucks and to provide for the expanding capability of its Fire Department, for the benefit of the public and Taos Ski Valley community.

F. The Village and Taos Ski Valley, Inc., an affiliate of Landlord, entered into that certain New Village Firehouse Project Participation Agreement dated January 25, 2022, which provides for the construction of a new firehouse building now called the "Neal King Memorial Firehouse" to be used by the Village, the creation of a condominium to govern the firehouse property, the conveyance of the firehouse condominium unit (Unit 101) to the Village, and provisions for the funding for such conveyance.

G. Landlord has completed construction of a new building that includes new firehouse

facilities in Unit 101 therein for the Village, which Unit 101 is intended to better serve the Village, the skiing community, the community of Taos Ski Valley and the public.

H. The Village and Landlord anticipate that the new firehouse facilities will allow the Village to establish and undertake more robust Fire Department services, including EMS, SAR, and firefighting services, than can be carried out in the existing facilities, by moving such Village operations from its current locations to a more centralized emergency response services facility in a single and more secure location.

I. On December 22, 2023, the Village issued a Permanent Certificate of Occupancy for the entire building and the firehouse facilities therein (Unit 101) permitting the Village's occupancy, lease and/or purchase of Unit 101 therein.

J. The Village and Landlord desire to enter into this Interim Lease to allow the Village to proceed with its plan of expanding Fire Department facilities and to better serve the skiing community, the community of Taos Ski Valley and the public. To ensure that such facilities and services can continue, the Village and Landlord further desire to provide the Village with the option to purchase the Premises described herein, all on the terms and provisions of this Lease.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Basic Lease Provisions.**

Commencement Date	January 1, 2024
Landlord	Firehouse Development (TSV), LLC (Taos Ski Valley, Inc., its Sole Member/Owner) 116 Sutton Place, Taos Ski Valley, New Mexico 87525 P.O. Box 90, Taos Ski Valley, New Mexico 87525 Attention: Peter J. Talty, Vice President Email: Peter.Talty@blc.com Telephone (575) 776-2291
Tenant	Village of Taos Ski Valley 7 Firehouse Road, Taos Ski Valley, New Mexico 87525 P.O. Box 100, Taos Ski Valley, New Mexico 87525 Attention: John Avila, Village Administrator Email: javila@vtsv.org <u>For Monthly Lease Rent Invoices (to be sent by email only):</u> Attention: Carroll Griesedieck, Finance Director Email: carroll@vtsv.org Telephone: (575) 776-1145

Property	Real property located at 9 Firehouse Road, Taos Ski Valley, New Mexico, and described as TSV Firehouse, a Condominium, in that certain Condominium Declaration for TSV Firehouse, a Condominium, filed for record on January 4, 2024, in Book 1187, page 113, as Instrument Number 000475528, records of Taos County, New Mexico ("Condominium Declaration").
Premises	Unit 101 on the Property, together with a nonexclusive right to use common elements and other portions of the Property in common with others. The Premises consist of approximately 3,139.68 interior square feet, as shown on <u>Exhibit A</u> and as described in the Condominium Declaration.
Term	Two (2) years, beginning on the Commencement Date and expiring on the earlier of: (i) the conveyance of the Premises to Tenant pursuant to the Option described in Section 6, or (ii) at 11:59 p.m. on December 31, 2026; subject to a further one (1) year extension.
Rent	\$1,000.00 monthly, plus all sums required to be paid by Tenant pursuant to this Lease, as may be incurred by Tenant from time to time. <u>No security deposit is required.</u>
Landlord Payments; Utilities; Condo Assessments; Trash and Snow Removal	Landlord shall pay all costs for trash and condominium association assessments. If not accomplished by the condominium association governing the Property to be known as "TSV Firehouse Association (the "Association")", Landlord shall be responsible for snow removal on the Property and will ensure that the road leading to the Property is regularly plowed until dedication to the Village. Tenant shall pay all costs of electricity, gas, water and sewer service, and other utilities serving the Premises
Option to Purchase	At any time during the Term of this Lease, and subject to funding, Tenant/Village may purchase the Condominium Unit 101 (the firehouse facilities) in fee simple for \$2,100,000.00 (approved value as of October 27, 2023) or the appraised fair market value of Unit 101 at the time of closing, whichever is less, <u>less</u> the total amount of rent paid to Landlord by Tenant.

2. **Grant of Lease.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, commencing on the Commencement Date and ending on the last day of the Lease Term unless sooner terminated as herein provided. This Lease shall be subject to all matters of record concerning the Premises, now or hereafter created.

3. **Acceptance of the Premises.** Tenant has inspected the Premises and accepts the Premises in their "as is" condition. By occupying the Premises, Tenant shall be deemed to have accepted the same as suitable for Tenant's purpose (fire station) and to have acknowledged that Tenant will comply with Tenant's obligations under this Lease. Except as expressly provided in this Lease, Landlord shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur

any cost or expense with respect to the Premises or any improvements, furnishings, fixtures, trade fixtures or equipment constructed, installed or used on or in the Premises.

4. **Rent.** Tenant covenants and agrees to pay Rent to Landlord, without demand, deduction or set-off of any kind, for each month of the entire Lease Term. Such monthly installments shall be payable by Tenant to Landlord beginning on the Commencement Date and on the first day of each calendar month thereafter. Landlord hereby agrees to waive any "Security Deposit" from Tenant.

5. **Term.** The Term of this Lease shall begin on the Commencement Date and expire as stated in Section 1. Provided that this Lease is in full force and effect and Tenant is not in default hereunder, Tenant may elect to extend the Term of this Lease for an additional one-year period, upon providing written notice to Landlord delivered not later than sixty (60) days before the expiration of the Term. On expiration of the Term, Tenant will peaceably surrender possession of the Premises including all improvements broom clean in good condition, reasonable wear and tear excepted, and Landlord shall have the right to take possession of the Premises. Should Tenant hold over the Premises after the expiration of the Lease Term, such holding over shall constitute and be construed as a tenancy at will only, at a daily rental equal to the daily Rent payable during the Lease Term plus fifty percent (50%) of such amount. The preceding sentence shall not be construed as Landlord's consent for Tenant to hold over.

6. **Option to Purchase.** Landlord grants to Tenant the exclusive right and option to purchase the Premises during the Lease Term, pursuant to the following terms and provisions (the "Option"):

6.1. Conditions Precedent to Exercise. To exercise the Option, the Tenant shall deliver to the Landlord written notice of its election to exercise the Option to purchase the Premises ("Option Notice") no later than forty-five (45) days before the expiration of the Lease Term. The Option shall terminate if such notice is not timely delivered. Further, the Option may only be exercised if this Lease remains in full force and effect throughout the Lease Term and there is no default of Tenant under this Lease.

6.2. Purchase Price: Rent Credit. The purchase price for the Premises (Unit 101) under the Option (the "Option Purchase Price") shall be Two Million One Hundred Thousand and no/100 Dollars (\$2,100,000.00) or the fair market value at the time of purchase as determined in accordance with subparagraph 6.2.1, less the total amount of Rent paid by Tenant from the Commencement Date until the date the Option is exercised. Landlord and Tenant acknowledge that the Option Purchase Price is based on the Special Purpose Cost and Land value of the Premises as set forth in that certain Appraisal Report prepared by Valbridge Property Advisors dated October 27, 2023, Valbridge File Number NM01-23-1237-000 ("2023 Appraisal"). The Village may elect to update the 2023 Appraisal, at the Village's expense, to the value of the Premises as of the year of Closing. If the value of the Premises in such updated appraisal (based on the Special Purpose Cost and Land valuation) is less than the value shown in the 2023 Appraisal, then the Option Purchase Price shall be adjusted to the lesser value, less the total Rent paid by Tenant as described above.

6.2.1. Updated Appraisal Option for Village. The Village may elect to update the 2023 Appraisal, at the Village's expense, for an option as to the value of the Premises in the year of Closing. In that event, the Village shall provide written notice to Landlord at least six

(6) months prior to the expiration of the Lease Term. Landlord and the Village shall cooperate to select an appraiser to determine the fair market value of the Premises. If Landlord and the Village cannot agree upon such appraiser, each shall select an appraiser and the two (2) selected appraisers shall select a third appraiser. The determination of such fair market value by two (2) of such three (3) appraisers shall be final and binding upon Landlord and the Village. In the event that such appraisers are unable to cooperate on a single appraisal document, then two (2) of the appraisers will prepare separate appraisals, and the value of the Premises shall be conclusively deemed to be the average of the appraised values. "Appraiser" as used above means a licensed New Mexico real estate appraiser who has at least five (5) years of experience in performing appraisals of commercial real estate (in Taos County). All costs associated with such appraisals shall be at the expense of the Village.

If the updated appraisal value of the Premises is less than the value shown on the 2023 Appraisal, then the Option Purchase Price shall be adjusted to the lesser value, less the total Rent paid by Tenant as described above. If the updated appraisal value of the Premises is equal to or greater than the value shown in the 2023 Appraisal, the Option Purchase Price shall not be adjusted.

6.3. Funding and Cooperation. Tenant and Landlord, directly and through their subsidiaries and affiliates, shall cooperate in good faith to identify and assist Tenant in applying for grants and funding for the Option Purchase Price.

6.4. Conveyance. The closing of Tenant's purchase of the Premises under the Option (the "Closing") shall occur on the day after the expiration of the Lease Term.

6.4.1. Tenant acknowledges receipt of a title insurance commitment for the Premises, which is acceptable to Tenant. Following receipt of the Option Notice, Landlord at its expense shall furnish to Tenant an updated commitment for title insurance. Upon Closing, Landlord shall provide to Tenant a base policy of title insurance in the amount of the Option Purchase Price. Any deletion of exceptions or endorsements to such policy desired by Tenant shall be paid by Tenant.

6.4.2. Closing shall be held at the office of the title insurance company issuing the commitment and title insurance policy, which shall be: First New Mexico Title & Abstract Company, Inc., 602 Paseo Del Pueblo Sur, P.O. Box 000, Taos, New Mexico, 87571, Telephone: 575-758-4264, Email: title7@newmex.com.

6.4.3. At Closing (a) Tenant shall pay the Option Purchase Price in full in immediately available funds, and (b) Landlord shall convey title to the Premises to Tenant by special warranty deed, free and clear of all liens and encumbrances, excepting and subject to taxes and assessments not yet due and payable, local governing authority and zoning ordinances, easements and reservations of record, recorded building and use restrictions and covenants, all matters disclosed to Tenant in the commitment for title insurance covering the Premises, and all matters that would be disclosed by a then current survey of the Premises.

6.4.4. Taxes and assessments, condominium association assessments, and other charges shall be prorated between the parties as of the date of Closing, and the parties shall equally share the title insurance company's fees as closing agent.

6.4.5. Tenant's exercise of its Option to Purchase Unit 101, and closing on its purchase of Unit 101 from Landlord, is entirely subject to funding of the purchase through grants and loans and the Village's own budget, and the Village shall suffer no liability for not exercising this Option to Purchase Unit 101 in the future if the Village does not obtain sufficient grants and loans to purchase Unit 101 and cannot close on the purchase of Unit 101 for this reason.

7. **Title.** Tenant acknowledges that the Premises is or shall be a unit in a condominium, pursuant to the Condominium Declaration to be recorded by Landlord, and agrees that Landlord and/or the Association may take actions that affect title to the Premises, grant easements and dedicate rights and/or interests in or to the Property during the Lease Term and prior to conveyance of the Premises to Tenant. Tenant consents to such acts for all purposes and agrees that no such act by or on behalf of Landlord shall give rise to grounds to abate Rent, or constitute or be construed as any diminution of value of the Premises, or otherwise modify this Lease or the Option. Tenant further agrees to execute, deliver and record such documents and agreements as may be reasonably reflected to complete formation of the condominium and conveyance of the condominium unit Premises to Tenant.

8. **Use.** Consistent with the use of Unit 101 as a fire station, Tenant shall use the Premises for Fire Department and Village operations, including office uses, parking fire trucks and storing firefighting equipment, in compliance with this Lease and all applicable laws, ordinances, rules and regulations. Tenant will not occupy or use the Premises, or permit any portion of the Premises to be occupied or used, for any purpose other than the Permitted Use, or for any use which is unlawful or deemed to be disreputable in any manner or extra hazardous, nor permit anything to be done which will in any way increase the rate of insurance on the Property or contents.

8.1. Tenant will conduct its business and control its agents, employees, customers, invitees and other Tenant Parties in such a manner so as not to create any nuisance, or interfere with, annoy or disturb others on or about the Property. As used herein, a "Tenant Party" means each of Tenant and its officers, officials, employees, contractors, agents, invitees, visitors, licensees, guests, customers, and their respective heirs, successors and assigns.

8.2. Tenant will maintain the Premises in a clean, healthful and safe condition, and will comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction) with reference to the use, condition or occupancy of the Premises, including without limitation those pertaining to the provision of firefighting, EMS and SAR services; licensing of personnel; use, storage, maintenance and disposal of equipment, supplies, restricted substances, and Hazardous Substances; and sound, light and odors originating on the Premises. Tenant shall be responsible for proper storage, handling and disposal of all equipment and permitted Hazardous Substances.

9. **Environmental Matters.**

9.1. Other than substances typically used and stored in a fire station or in connection with EMS and SAR services, including controlled substances, fire suppression chemicals, and medicine in usual and customary quantities stored, used and disposed of in accordance with all applicable laws, Tenant shall not cause nor permit, nor allow any Tenant Party to cause or permit, any Hazardous Substance to be brought upon, stored, manufactured, generated, handled, recycled, treated, disposed or used on, under or about the Premises or the Property. Tenant and Tenant Parties shall comply with all Environmental Laws at all times. Tenant shall neither create or suffer to exist, nor permit any Tenant Party to create or suffer to exist any lien, security interest, charge or encumbrance of any kind with respect to the Property, including without limitation those arising pursuant to Environmental Laws.

9.2. As used herein: (i) "Environmental Laws" shall be interpreted in the broadest sense and means any and all federal, state, local statutes, ordinances, regulations, rules or guidelines now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances or relate to the protection of human health, safety or the environment and include but are not limited to: the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act/Pesticide Act, 7 U.S.C. § 13 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300(f) *et seq.*; the Oil Pollution Control Act of 1990, 33 U.S.C. § 2761 *et seq.*; Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resources Conservation Act, 42 U.S.C. § 6901 *et seq.*; and laws of New Mexico that define substances as hazardous waste or as hazardous substances and regulate their use or disposal, and regulations promulgated pursuant to such laws, all as amended from time to time; and (ii) "Hazardous Substances" shall be interpreted in the broadest sense and means substances, materials, wastes, pollutants, oils or governmentally regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored handled, treated, discharged, distributed, disposed, or released, including hazardous materials, hazardous wastes, toxic substances, or regulated substances under any Environmental Laws.

9.3. Tenant agrees that Tenant shall be solely responsible for any fines, suits, claims, demands, losses, actions, attorneys' fees, damages, costs, expenses, disbursements, judgments, executions, liabilities, payments in settlement of any action, payments on any judgment, and interest, for any injury to person or damage to or loss of property on or about the Premises, caused by the negligence, misconduct or omission of, or breach of this Lease by Tenant, any Tenant Party, or by any other person entering the Premises or Property under express or implied invitation of Tenant, or arising out of the use of the Premises or Property by Tenant. No Landlord Party shall be liable or responsible for any loss or damage to any property or death or injury to any person occasioned by theft, fire, conduct of third parties, injunction, Force Majeure event, or any other matter beyond the control of Landlord, or for any injury or damage or inconvenience which may arise

through repair or alteration of any part of the Property, or failure to make repairs, or from any cause whatsoever except Landlord's gross negligence or willful misconduct. As used herein, a "Landlord Party" means Landlord, its affiliates, and their respective owners, members, managers, directors, officers, shareholders, employees, contractors, agents, invitees, visitors, licensees, guests, customers, the Association and its members, and their respective heirs, successors and assigns.

9.4. Tenant shall not be liable for any injury to person or damage to or loss of property on or about the Premises caused by the gross negligence or intentional misconduct of Landlord.

10. **Environmental Performance.** Landlord and Tenant agree it is in their mutual best interest that the Premises be operated and maintained in a manner that is environmentally responsible and provides a safe and productive work environment (the "Environmental Performance Objective") consistent with the approved use of Unit 101 by the Village as a fire station. Tenant acknowledges and agrees that compliance with the Environmental Performance Objective is a material consideration for Landlord to enter into this Lease.

10.1. Tenant shall conduct its operations in the Premises in a manner consistent with the Environmental Performance Objective, including to minimize: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) material entering the waste stream; and (iv) negative impacts on the indoor air quality of the Premises.

10.2. Tenant agrees to participate in any measurement, monitoring, evaluation and remediation programs from time to time established by Landlord in connection with the Environmental Performance Objective. Without limiting the foregoing, Tenant agrees that any activities in respect of the Environmental Performance Objective by any Landlord Party shall not constitute a breach by Landlord of any obligation under this Lease or provided in or implied at law, nor shall compliance with the Environmental Performance Objective be considered an eviction, actual or constructive, and such compliance shall not entitle Tenant to terminate this Lease or to an abatement or reduction of Rent.

10.3. Tenant agrees to limit the use of single-use plastics in its operations (to the extent feasible and not inconsistent with the use of Unit 101 as a fire station) and to work with Landlord to align with its waste management practices.

11. **Parking.** Landlord will ensure that there is no parking in any location that would inhibit access to the Premises, and will further ensure that the northern area of the Property is kept clear at all times to allow access for Fire Department vehicles and emergency equipment. Tenant may use the access and driveway areas immediately adjacent to the Premises and may use the parking spaces on the Property in common with others. During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as may be prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas in reasonable proximity thereto for Tenant and Tenant's agents and employees at a later date in consultation with Tenant.

12. **Signs.** Tenant shall not place additional signs on or about the Property or Premises without the prior written consent of Landlord and the condominium association governing the

Property, which consent shall not be unreasonably withheld. If necessary or convenient for operations on the Property and upon Tenant's request, Landlord, Tenant and the condominium association will cooperate on the design and installation of signage on the Property to direct traffic and ensure access to the Premises for Fire Department and emergency vehicles. Tenant shall obtain all permits necessary for any approved signage and be responsible for all costs associated with the installation and maintenance of approved signs.

13. **Rules.** Tenant and each Tenant Party will comply fully with all rules and restrictions applicable to the Premises that Landlord and the Association may impose, amend and/or revoke from time to time, provided that such rules and restrictions are consistent with the Village's intended use of the premises as a fire station.

14. **Utilities; Taxes; Condominium Assessments.** Tenant shall pay the cost of all utilities serving the Premises. Landlord shall pay the cost of all real property taxes levied against the Premises and all assessments imposed by the Association. Tenant shall cooperate with Landlord in applying for property tax exemptions for the Premises, to the extent applicable. Landlord shall pay all personal property taxes with respect to Landlord's own personal property, if any, on the Premises. Tenant shall be responsible for payment of all personal property taxes with respect to Tenant's personal property on the Premises, if any apply to Tenant as a public, governmental entity.

15. **Inspection.** Landlord and its officers, agents and representatives shall have the right to enter and upon any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to (i) inspect same or clean or make repairs or alterations as Landlord may deem necessary (but without any obligation to do so, except as expressly provided for herein) or (ii) show the Premises to prospective tenants, purchasers or lenders, but in the case of prospective tenants, such showings shall not occur until the last ninety (90) days of the Lease Term or any extensions thereof. Tenant shall not be entitled to any abatement or reduction of Rent by reason of such inspections, repairs or alternations, nor shall such be deemed to be an actual or constructive eviction.

16. **Maintenance, Repairs and Alterations.** Tenant may make minor improvements and repairs to the Premises with prior approval of Landlord and the Association, if required. All proposed changes to the Premises must be described in a detailed written description provided to and approved by Landlord, which approval will not be unreasonably withheld. All Tenant improvements shall be performed by licensed contractors. Tenant will provide to Landlord evidence of licensure and adequate liability insurance listing Landlord and the Association as a named insured and adequate worker's compensation coverage. Tenant shall not otherwise alter or improve the Premises. Tenant shall take good care of the Premises and all fixtures, furniture and equipment thereon throughout the Lease Term and keep them free from waste and nuisance of any kind. Tenant will not in any manner deface, damage or injure the Premises and will pay the cost of repairing any damage or injury done to the Premises. Tenant shall store all trash and garbage in approved containers on the Premises and the Property so as not to create a nuisance on or about the Property or to interfere neighboring premises, and so as not to create or permit any wildlife, health or fire hazard.

16.1. At Tenant's expense, Tenant shall provide routine maintenance of all radio antennae and related systems and equipment serving the Premises, including the "Radio Tower" shown on Exhibit A. In the alternative, Landlord and Tenant may agree that Landlord shall cause such maintenance to be accomplished, and the costs thereof shall constitute additional Rent to be paid by Tenant hereunder. If Tenant fails to make any repairs or maintenance required of Tenant within

fifteen (15) days after notice from Landlord, Landlord may at its option make such repairs, and Tenant shall, upon demand, pay Landlord as additional Rent for the cost thereof.

16.2. Landlord agrees, to the extent the same is not accomplished by the Association, to keep the roof, foundations, structural systems, walls, doors and windows and utility systems and equipment serving the Premises in good condition and repair, but Landlord shall not be liable to Tenant for any damage caused by the same being out of repair until it has had reasonable opportunity to have the same repaired after being notified in writing of the need of same by Tenant.

17. Insurance.

17.1. At all times during the Lease Term, Tenant shall maintain liability coverage for the acts of its employees under the New Mexico Public Liability Fund (the New Mexico Self-Insurer Fund) as reflected in the Certificate of Coverage delivered to Landlord concurrently herewith. The Tenant shall also have and keep in force at all times during the term of Lease property insurance through the New Mexico Self-Insurer Fund. The Certificate of Coverage will be applied giving full effect to the intent of the Tort Claims Act, NMSA 1978, § 41-4-1 *et seq.* Tenant shall further maintain coverage for its employees in compliance with the New Mexico Workers' Compensation Act and the New Mexico Unemployment Compensation Act.

17.2. At all times during the Lease Term, Landlord shall maintain property insurance in a form and amount acceptable to Landlord.

17.3. Landlord and Tenant shall each provide the other with certificates of insurance or other acceptable evidence that such insurance is in force at all times. Tenant shall notify Landlord within twenty-four (24) hours after the occurrence of any accidents or incidents on the Premises that could give rise to a claim for bodily injury or death under any of the insurance policies required under this Section. Tenant shall notify Landlord within seven (7) calendar days after the occurrence of any accidents or incidents related to property damage on the Premises that could give rise to a claim under the property insurance policies required under this Section. If the Premises should be damaged or destroyed by fire or other casualty, Tenant shall give immediate written notice to Landlord. Tenant acknowledges that Tenant's obligations remain in full force and effect, notwithstanding that insurance applicable to the Property or Premises may be carried by others. Landlord's obligations with respect to insurance under this Lease shall apply only to the extent that Landlord carries such insurance.

18. Assignment and Subletting. Tenant shall not (i) assign, mortgage, pledge, encumber, or in any manner transfer this Lease, the Option, or any estate or interest herein, (ii) permit any assignment of this Lease or any estate or interest herein by operation of law, (iii) sublet the Premises or any part thereof, or (iv) permit the use of the Premises by any parties other than Tenant, its agents and employees and any such act shall be void and of no effect. Landlord shall have the right to transfer, assign or convey, in whole or in part, the Premises and any and all rights under this Lease, and in the event Landlord assigns its rights under this Lease, Landlord shall thereby be released from any further obligations hereunder arising after the date of the assignment, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations.

19. Condemnation. No dedication, grant of easement, or other conveyance or encumbrance affecting any portion of the Property shall constitute a taking or condemnation, or otherwise entitle Tenant to any modification or reduction of Rent, the Option, or other obligation or

amount owed to Landlord or any Landlord Party. The dedication or grant of any road or easement serving or encumbering the Property shall not constitute or be construed as a condemnation as between Landlord and Tenant. Tenant waives all rights to pursue condemnation of the Property. If all or any portion of the Premises is appropriated or taken, or threatened to be appropriated or taken, under the power of eminent domain by any public or quasi-public authority, then Landlord shall have the option of either (a) terminating this Lease and/or the Option upon thirty (30) days prior written notice to Tenant, or (b) proposing an amendment to the Lease and/or the Option to accommodate such taking. Whether or not this Lease is terminated, Landlord shall be entitled to the entire award or compensation in such proceedings. If this Lease is terminated as provided above, all items of Rent and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord agrees to refund to Tenant any Rent or other charges paid in advance. A voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

20. **Casualty.** Except for any casualty caused by the negligence or intentional misconduct of Tenant or any Tenant Party, if the Premises are wholly or partially damaged or destroyed in a manner that prevents the conducting of Tenant's business and if the damage is reasonably repairable, Landlord may elect either (i) to repair the Premises and Rent shall abate during the period of the repair as to the portion of the Premises unavailable for use by the Tenant, or (ii) to terminate this Lease upon thirty (30) days' prior written notice to Tenant, which event the Rent shall be abated effective on the date of termination. Any insurance carried by Landlord, Tenant, or any other party against loss or damage to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

21. **Events of Default.** The following events shall be "Events of Default" by Tenant:

21.1. Tenant shall fail to pay, when due, any amount of Rent, reimbursement, or other sum payable by Tenant hereunder.

21.2. Tenant shall fail to comply with or observe any other provision of this Lease, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant.

21.3. Tenant (i) makes an assignment for the benefit of creditors; or (ii) becomes insolvent or unable to pay its debts as they become due or notifies Landlord that it anticipates either such condition; or (iii) has a receiver or trustee appointed for Tenant's leasehold interest in the Premises or all or substantially all of the assets of Tenant; or (iv) to the extent permitted by law, has any petition filed against Tenant under any provision or chapter of the Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or (v) shall be adjudged bankrupt or insolvent.

22. **Remedies.** Upon any Event of Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder, including without limitation Tenant's Option, upon written notice. In the event that Landlord shall elect to so terminate this Lease and/or the Option, then Landlord may recover from Tenant, as damages, an amount equal to the sum of (a) the amount of rent due and unpaid as of the date of termination; (b) the cost of repairing any damage to the Premises and Property and removing and storing any of Tenant's property remaining on the Premises and Property as of the date of termination; and (c) a liquidated amount for remaining damages

incurred by Landlord of \$5,000.00. Landlord and Tenant agree that Landlord's actual damages under item (c) of the preceding sentence would be difficult or impossible to determine and that this amount has been agreed upon by Landlord and Tenant as their best estimate of Landlord's damages and not as a penalty. The parties have freely negotiated the foregoing liquidated damages provision in good faith and agree and acknowledge that such damages are a reasonable estimate of the damages that would be realized by Landlord.

22.1. In any Event of Default, regardless of the extent to which Landlord's remedies are exercised, Tenant shall be responsible for all costs and attorneys' fees incurred by Landlord in the enforcement of this Lease. All rights and remedies of Landlord herein created or otherwise extending at law are cumulative, and more than one right or remedy may be exercised and enforced concurrently and whenever and as often as deemed desirable.

23. **Dispute Resolution.** In the event of a breach, disagreement, or dispute arising out of or related to this Lease for which Landlord may reasonably seek or require prompt or emergency relief or assistance, Landlord may seek an injunction, protective order, or similar remedy available. In the event of any other breach, disagreement, or dispute between the parties arising out of or related to this Lease, prior to filing any lawsuit against the other the parties shall participate in mandatory mediation in Taos or Santa Fe, New Mexico, utilizing the services of a professionally trained attorney-mediator. The identity of the mediator shall be jointly determined by the parties or, if the parties are unable to agree, by any judge of the Eighth Judicial District Court. Any such mediation shall be held within thirty (30) days of a demand by either party, and the parties shall equally share the cost of any such mediation. If the parties are unable to resolve their dispute or claim in mediation, then the parties agree to jurisdiction and venue in the Eighth Judicial District Court, Taos County, New Mexico for any legal action brought in connection with this Lease. The prevailing party in any action for the breach or enforcement of this Lease or rights or obligations hereunder shall be entitled to recover from the non-prevailing party all costs and expenses, including reasonable attorneys' fees, incurred in such legal action.

24. **Waiver of Jury Trial.** LANDLORD AND TENANT EACH IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE AND THE TRANSACTIONS CONTEMPLATED HEREUNDER.

25. **Surrender of Premises.** Unless the Premises is conveyed to Tenant pursuant to Tenant's Option, Tenant shall, upon termination of the Lease Term, or any earlier termination of this Lease for any cause, surrender the Premises to Landlord, including, without limitation, all building apparatus and equipment then upon the Premises; and all alterations, improvements and other additions in, upon or about the Premises, shall be surrendered to Landlord by Tenant without any damage, injury or disturbance thereto, or payment therefor, and Tenant shall assign any remaining warranties to Landlord. All furniture, movable trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects and shall be so removed if required by Landlord or if not so removed, at the option of Landlord, shall become the property of Landlord. All such installations, removals and restoration shall be accomplished in a good, workmanlike manner, or if not so removed, at the option of the Landlord, shall become the property of Landlord. All such installations, removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the Premises or the primary structure or structural qualities of the building or the plumbing, electrical lines or other utilities.

26. **Mechanics' Liens.** Tenant will not permit any mechanic's lien to be placed upon the Property. Landlord shall have the right at Tenant's expense to remove any such lien and may post notices of nonresponsibility for payment pursuant to NMSA 1978, §§ 48-2-9 and -11.

27. **Notices.** All Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth in Section 1 and Section 39 or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered (a) if hand-delivered or sent by courier, on the day of receipt or (b) if mailed, on the fifth (5th) business day after deposit, postage prepaid, in the U.S. mail. If forwarded as an attachment to or part of an electronic message, the date of receipt of the notice is the date the message is acknowledged by the addressee.

28. **Force Majeure.** Delay or failure of performance due to Force Majeure will not be deemed a breach of this Lease. "Force Majeure" means any circumstance, including but not limited to acts of God or the elements, riots or civil disturbances, strikes or other labor disputes, governmental action, acts of war – declared or undeclared, military action, national emergency, acts of terrorism, threatened acts of terrorism, epidemic, pandemic, quarantine, or the inability to obtain insurance (or at a prescribed excessive cost), which is beyond the reasonable control of either party, and which proximately causes the delay or failure of performance by either party. The foregoing provision shall not limit, and shall be construed consistent with, the doctrines of impossibility, impracticability and frustration of purpose recognized under New Mexico law. In no event will any failure by Tenant to timely make any payment or deposit of money contemplated hereunder, in full, as and when due, be excused by a Force Majeure event.

29. **Quiet Enjoyment.** Provided Tenant has performed all of the terms and conditions of this Lease, including the payment of Rent, to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord, subject to the terms and conditions of this Lease.

30. **Landlord's Liability.** Tenant acknowledges that the Premises are located in a rural area adjacent to undeveloped forest lands, and assumes all risks of interaction, damage and loss related to natural causes, including without limitation wildlife, fire, snow, avalanche and the elements. Landlord and the Association shall not be liable to Tenant for (i) any failure or interruption of utility services or the consequences therefrom, or (ii) any interruption of operations or damage to furniture, furnishings, equipment, appliances, trade fixtures, floor coverings, walls, ceilings, lighting or any other personal property of Tenant in the Premises caused by the elements, the melting of snow or ice, or water leakage from water lines, roofs, sanitary sewage, storm drain, sprinkler, or cooled air equipment. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Premises. No Landlord Party shall be liable for any deficiency, loss, damage, or any special, consequential, punitive, speculative or indirect damages, which Tenant expressly waives. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord or any Landlord Party.

31. **Liability of Tenant/Village.** Any liability of the Tenant Village of Taos Ski Valley, a New Mexico municipal corporation, incurred in connection with this Lease is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1, *et seq.*, as

amended. The Village of Taos Ski Valley and its public employees as defined by the New Mexico Tort Claims Act do not waive sovereign immunity, do not waive any defense, and do not waive any limitations on liability pursuant to said law. No provision of this Lease modifies or waives any provision of the New Mexico Tort Claims Act.

32. **Government Entity Status of Tenant and Use of Unit 101 as a Fire Station.** In the event that Tenant loses its status as a Government Entity or ceases to conduct the activities related to its fire station use and purposes in Unit 101, this Lease shall terminate upon the revocation of said status and Tenant shall vacate the Leased Premises as soon as possible. Notwithstanding the foregoing, Tenant's obligations to continue insurance shall survive until all uses and activities of Tenant on the Leased Premises have ceased.

33. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease Term, the remainder of this Lease shall not be affected thereby, and that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

34. **Amendment; No Waiver.** This Lease may not be altered, changed or amended, except by instrument in writing signed by the parties. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord and addressed to Tenant, nor shall any custom or practice which might evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof.

35. **Miscellaneous.** This Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged herein. Each and every consent and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement. There shall be no merger of this Lease or of the leasehold estate hereby created with the ground lease estate in the leasehold premises or any interest in such fee estate. Tenant shall not record this Lease. The parties agree that they intend to create only the relationship of landlord and tenant, and no provision hereof or act of either party shall ever be construed as creating the relationship of principal and agent, partnership, joint venture or enterprise between the parties.

36. **Interpretation.** Captions contained in this Lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Lease. This Lease may be executed and delivered electronically and/or in counterparts. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The Recitals set forth herein and the Exhibits attached hereto are incorporated herein by this reference.

37. **Choice of Law; Successors and Assigns.** This Lease shall be governed by and construed in accordance with the laws of the State of New Mexico. All covenants, promises, conditions, representations and agreement herein contained shall be binding upon, apply and inure to the parties and their respective heirs, executors, administrators, successors and assigns.

38. **Memorandum of Lease.** The Parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving public record notice of the appropriate provisions of this Lease.

39. **Notice.** This Lease may be signed electronically and communications may be delivered by email or other electronic communication agreed to by Landlord and Tenant. All notices and communications required or permitted under this Lease shall be in writing and shall be deemed given and delivered to, and received by, the receiving party when: (a) hand-delivered; (b) sent by electronic mail or facsimile; (c) one day after deposit with a national overnight courier; or (d) three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid. Any party may change the contact information set forth below upon giving notice thereof to the other party in accordance herewith. Electronic notice shall be deemed received at the time the party sending the electronic notice receives verification of receipt by the receiving party.

To Landlord:

Firehouse Development (TSV), LLC
c/o Taos Ski Valley, Inc.
Attn: Peter J. Talty, Vice President
116 Sutton Place / P.O. Box 90
Taos Ski Valley, NM 87525
Peter.Talty@bllic.com

To Tenant:

Village of Taos Ski Valley
Attn: John Avila, Village Administrator
7 Firehouse Road / P.O. Box 100
Taos Ski Valley, NM 87525
Javila@vtsv.org

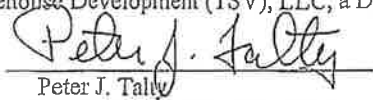
[Signatures are contained on the following page(s).]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Commencement Date.

Landlord:

Firehouse Development (TSV), LLC, a Delaware limited liability company

By: _____



Peter J. Talty

Its: Manager / Vice President

Tenant:

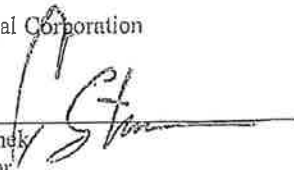
VILLAGE OF TAOS SKI VALLEY, a New Mexico Municipal Corporation

DATED: _____

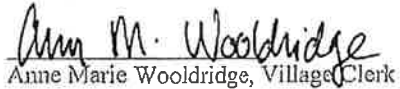
Feb. 16, 2024

By: _____

Chris Stanek
Its: Mayor



Attest:



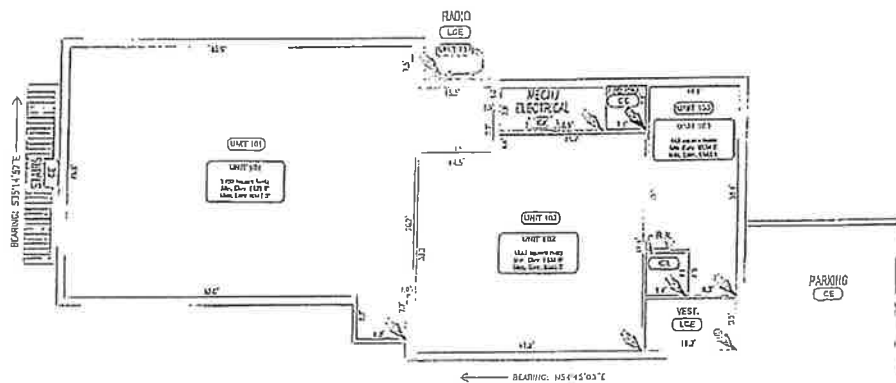
Anne Marie Wooldridge, Village Clerk

Approved by Action of the Village Council at its meetings
held on January 19, 2024 and February 16, 2024.

Exhibit A

Premises

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



GROUND FLOOR
 & FIRST FLOOR

LEGEND
 CE CONCRETE
 ST STEEL
 UNIT 101

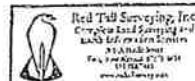
0' 5' 10' 20' 30' 40'
 1"=10'

Unit No	Area	Volume
UNIT 101	1000.00	1000.00
UNIT 102	1000.00	1000.00
UNIT 103	1000.00	1000.00
UNIT 104	1000.00	1000.00
UNIT 105	1000.00	1000.00
UNIT 106	1000.00	1000.00
UNIT 107	1000.00	1000.00
UNIT 108	1000.00	1000.00
UNIT 109	1000.00	1000.00
UNIT 110	1000.00	1000.00
UNIT 111	1000.00	1000.00
UNIT 112	1000.00	1000.00
UNIT 113	1000.00	1000.00
UNIT 114	1000.00	1000.00
UNIT 115	1000.00	1000.00
UNIT 116	1000.00	1000.00
UNIT 117	1000.00	1000.00
UNIT 118	1000.00	1000.00
UNIT 119	1000.00	1000.00
UNIT 120	1000.00	1000.00

SHEET 5 of 7

CONDOMINIUM SURVEY

Current and Future Development (CD, MC)
 Section 1 and 2, T.22N. R.12E. S.47W.



TSV Firehouse,
 a Condominium

Surveyed by: [Name] Date: 01/04/2024 Scale: 1"=10' Drawn by: [Name]

EXHIBIT A

to Interim Lease with Option to Purchase the
 Neal King Memorial Firehouse (Unit 101)

TAOS COUNTY
JALERIE RAEI MONTQYA,CLERK
000475528
Book 1187 Page 113
1 of 24
01/04/2024 02:01:32 PM
BY GEORGIAS

CONDOMINIUM DECLARATION
FOR
TSV FIREHOUSE, A CONDOMINIUM

Exhibit B
to the
Condominium Declaration
for
TSV Firehouse, a Condominium

Unit	Interior Square Feet	Percentage Interest/ Common Expense Liability
Unit 101	3,130.00	21.81%
Unit 102	1,582.00	11.03%
Unit 103	555.00	3.87%
Unit 200	5,166.00	36.00%
Unit 300	3,916.00	27.29%
Totals: 5 Units	14,349.00	100.00%



signed/signed
2/16/24

**FIRST AMENDMENT TO
INTERIM LEASE WITH OPTION TO PURCHASE
THE NEAL KING MEMORIAL FIREHOUSE (UNIT 101)**

[Condominium Unit 101 of TSV Firehouse, a Condominium, 9 Firehouse Road,
Village of Taos Ski Valley, Taos County, New Mexico]

This First Amendment to Interim Lease with Option to Purchase the Neal King Memorial Firehouse (Unit 101) ("First Amendment") is made by and between **Firehouse Development (TSV), LLC**, a Delaware limited liability company ("Landlord"), and **The Village of Taos Ski Valley**, a New Mexico municipal corporation ("Tenant").

Recitals

A. Landlord and Tenant are parties to that certain Interim Lease with Option to Purchase the Neal King Memorial Firehouse (Unit 101) ("Lease") with respect to the fire station Premises described therein, located at 9 Firehouse Road, Taos Ski Valley, New Mexico, and described as Unit 101 in TSV Firehouse, a Condominium, in that certain Condominium Declaration for TSV Firehouse, a Condominium, filed for record on January 4, 2024, in Book 1187, page 113, as Instrument Number 000475528, records of Taos County, New Mexico.

B. Landlord and Tenant desire to amend certain dates and the schedule for payments of Rent set forth in the Lease, upon the terms and provisions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the following agreements and undertakings of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Lease and agree as follows:

1. **Commencement Date.** Paragraph 1 of the Lease is amended to provide that the Commencement Date of the Lease is March 1, 2024. Prior to the Commencement Date, Tenant may access and store personal property on the Premises, without payment of Rent and at Tenant's sole risk, without liability to Landlord.

2. **Rent Payments.** Paragraphs 1 and 4 of the Lease are amended to provide that Rent shall be paid as follows:

a. Tenant will make one (1) payment in the amount of \$4,000.00, representing the monthly Rent due from the Commencement Date through June 30, 2024. Such initial payment of Rent will be delivered on or before March 18, 2024.

b. Thereafter, Rent in the amount of \$6,000.00 will be paid twice annually, on July 1 and January 1 of each calendar year, beginning on July 1, 2024.

Pgt.

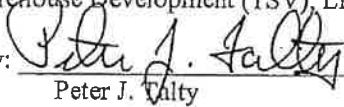
c. Any other amounts advanced by Landlord or otherwise payable as additional Rent under the Lease shall be paid as and when due, or within thirty (30) days following Tenant's receipt of an invoice, as applicable.

3. **Miscellaneous.** In the event of any inconsistency between the terms and provisions of this First Amendment and those of the original Lease, the terms and provisions of this First Amendment shall control. This First Amendment may be executed and signed electronically pursuant to paragraph 36 of the Lease and delivered by separate signature pages or in counterparts which, together, shall constitute one agreement. As expressly amended hereby the Lease remains in full force and effect between the parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the Commencement Date.

Landlord:

Firehouse Development (TSV), LLC, a Delaware limited liability company

By: 

Peter J. Talty

Its: Manager / Vice President

Tenant:

VILLAGE OF TAOS SKI VALLEY, a New Mexico Municipal Corporation

By: 

Chris Stanek

Its: Mayor

Attest:


Anne Marie Wooldridge, Village Clerk

Approved by Action of the Village Council at its meetings
held on January 19, 2024 and February 16, 2024.

SPECIAL WARRANTY DEED

[GIFT OF UNIT 103 TO THE VILLAGE OF TAOS SKI VALLEY
FOR USE AS A U.S. POST OFFICE FACILITY]

FIREHOUSE DEVELOPMENT (TSV), LLC, a Delaware limited liability company (hereafter "Grantor") for good and valuable consideration acknowledged hereto, grants to the VILLAGE OF TAOS SKI VALLEY, a New Mexico municipal corporation (hereafter "Grantee"), the following real estate in Taos County, New Mexico.

[All as Described on Exhibit A hereto]

SUBJECT TO THE FOLLOWING: This conveyance is, and shall be construed to be, expressly subject to the following condition subsequent: In the event that, at any time, the real estate hereinabove described shall ceased to be used primarily as an active U.S. Post Office facility, then the Grantee hereinabove named shall automatically forfeit title to said real estate, together with any and all improvements located thereon, and said title shall revert to and vest automatically in the above-named Grantor, without any action or consideration by, or from, it whatsoever.

With Special Warranty Covenants.

Dated this ____ day of _____, 2024.

GRANTOR:

FIREHOUSE DEVELOPMENT (TSV), LLC,
a Delaware limited liability company

By: _____
Peter J. Talty
Its Vice President

Acknowledgement

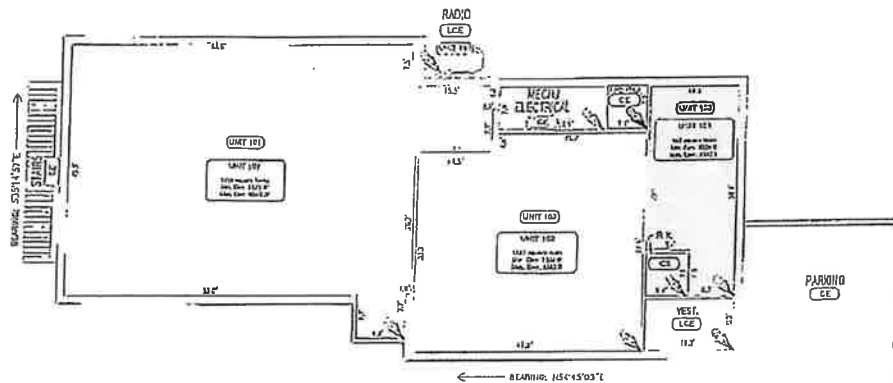
STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Peter J. Talty, Vice President of Firehouse Development (TSV), LLC.

Notary Commission

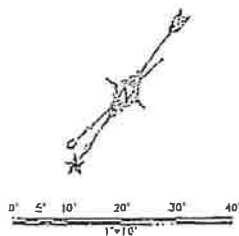
Exhibit C TO AGREEMENT FOR
GIFT OF TSV FIREHOUSE
CONDOMINIUM UNIT 103

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



GROUND FLOOR
& FIRST FLOOR

LEGEND
CE COMMON ELEMENT
LCE UNIT COMMON ELEMENT
UE UNIT ELEMENT

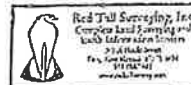


Unit Data Ground Floor & First Floor		
UNIT	AREA	PERCENT
UNIT 101	101.00	10.10
UNIT 102	102.00	10.20
UNIT 103	103.00	10.30
UNIT 104	104.00	10.40
UNIT 105	105.00	10.50
UNIT 106	106.00	10.60
UNIT 107	107.00	10.70
UNIT 108	108.00	10.80
UNIT 109	109.00	10.90
UNIT 110	110.00	11.00

SHEET 5 of 7

CONDOMINIUM SURVEY

CONDOMINIUM SURVEY
CONDOMINIUM SURVEY
CONDOMINIUM SURVEY



TSV Firehouse,
a Condominium

SPECIAL WARRANTY DEED
[GIFT OF UNIT 103 TO THE VILLAGE OF TAOS SKI VALLEY
FOR USE AS A U.S. POST OFFICE FACILITY]

FIREHOUSE DEVELOPMENT (TSV), LLC, a Delaware limited liability company (hereafter "Grantor"), as a gift, dedicates and grants to the VILLAGE OF TAOS SKI VALLEY, a New Mexico municipal corporation (hereafter "Grantee"), whose address is 7 Firehouse Road, P.O. Box 100, Taos Ski Valley, New Mexico 87525, the following described real estate in Taos County, New Mexico:

All as described on Exhibit A hereto and incorporated herein by this reference;

SUBJECT TO THE FOLLOWING: This conveyance is, and shall be construed to be, expressly subject to the following condition subsequent: In the event that, at any time, the real estate herein described shall ceased to be used primarily as an active U.S. Post Office facility, then the Grantee (and any successor in title to said Grantee) shall automatically forfeit title to said real estate, together with any and all improvements located thereon, and said title shall revert to and vest automatically in the Grantor, without any action or consideration by, or from, it whatsoever; provided, however, that Grantee, on behalf of itself and its successors and assigns in title, covenants and agrees to execute and deliver any and all such documents and agreements as may be requested or required by or on behalf of Grantor to effectuate such reversion and vest fee simple title in Grantor, free and clear of any right, title or interest of Grantee, its successors or assigns, and any person or entity claiming by, through or under Grantee or its successors or assigns;

With Special Warranty Covenants.

[Signature pages follow.]

EXHIBIT A TO
AGREEMENT FOR GIFT OF TSV FIREHOUSE, A CONDOMINIUM UNIT 103

Dated this _____ day of _____, 2024.

GRANTOR:

FIREHOUSE DEVELOPMENT (TSV), LLC,
a Delaware limited liability company

By: _____
Peter J. Talty
Its: Vice President

Acknowledgement

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024,
by Peter J. Talty, Vice President of Firehouse Development (TSV), LLC, on behalf of said entity.

Title of Office: _____

[Official Stamp]

ACCEPTED AND AGREED this _____ day of _____, 2024.

VILLAGE OF TAOS SKI VALLEY, a New Mexico Municipal Corporation

By: _____

Its: Mayor

Attest:

Anne Marie Wooldridge, Village Clerk

Approved by Action of the Village Council at its meetings
held on _____, 2024.

Acknowledgement

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024,
by _____, Mayor of The Village of Taos Ski Valley, a New Mexico
Municipal Corporation.

Title of Office: _____

[Official Stamp]

Exhibit A to Special Warranty Deed
[GIFT OF UNIT 103 TO THE VILLAGE OF TAOS SKI VALLEY
FOR USE AS A U.S. POST OFFICE FACILITY]

Real property in Taos County, New Mexico, more particularly described as follows:

Unit 103 in TSV Firehouse, a Condominium, as described in the Condominium Declaration for TSV Firehouse, a Condominium, filed for record on January 4, 2024, as Document No. 000475528, in Book 1187, at pages 113-136, and as shown on the condominium plat and plans entitled "TSV Firehouse, a Condominium", in the Village of Taos Ski Valley", filed for record on January 4, 2024, in Cabinet F, at page 180-A, as Document Number 475527, records of Taos County, New Mexico as shown on Exhibit B hereto;

SUBJECT TO:

1. All rights of reversion set forth in this Deed.
2. Taxes and assessments for the year 2024 and subsequent years not yet due and payable.
3. Utility charges and assessments, not yet due and payable.
4. Condominium association charges and assessments, not yet due and payable.
5. Easements, covenants, conditions, reservations, restrictions and matters of record.
6. All matters set forth in that certain Condominium Declaration for TSV Firehouse, a Condominium, filed for record on January 4, 2024, as Document No. 000475528, in Book 1187, at pages 113-136, and as shown on the condominium plat and plans entitled "TSV Firehouse, a Condominium", in the Village of Taos Ski Valley", filed for record on January 4, 2024, in Cabinet F, at page 180-A, as Document Number 475527, records of Taos County, New Mexico

**STATE OF NEW MEXICO
Village of Taos Ski Valley
RESOLUTION NO. 2025-594**

**A RESOLUTION APPROVING SUBMITTAL OF AN APPLICATION FOR A NM
TRAILS+ GRANT IN THE AMOUNT OF \$94,600 AND A MATCH BY THE VILLAGE OF
NOT MORE THAN \$32,750**

WHEREAS, the Village of Taos Ski Valley, State of New Mexico is eligible for a Trails Plus Grant from the Division of Outdoor Recreation for the fiscal year 2024– 2025; and

WHEREAS, the Village Parks and Recreation Committee has coordinated with the Enchanted Circle Trails Association in the development of a grant application for these funds; and

WHEREAS, the Parks and Recreation Committee and staff have recommend the submission of an application for \$94,600 in state fund and an in-kind match of Village time, labor, equipment and materials not to exceed \$32,750 in work related to the grant, primarily in the clean-up and improvement of Kachina Vista Park and other trails and amenities within the Village,

NOW THEREFORE, BE IT HEREBY RESOLVED that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves the submittal of the Trails Plus Grant by the Village for a project as described in Attachment A: Trails + Application Questions, Attachment B: Trails+ Application Map, and Attachment C: Trails+ Application Budget.

Resolved: In the regular Council Meeting this 20th day of December, 2024.

Village of Taos Ski Valley Governing Body

By: _____
Christopher Stanek, Mayor

(Seal)

ATTEST:

Ann M. Wooldridge, Village Clerk

VOTE: For _____ Against _____

New Mexico Outdoor Recreation Division 2024-2025

Outdoor Recreation Trails+ Grant

Proposed Application - Village of Taos Ski Valley

Overview

The Village of Taos Ski Valley Parks and Recreation Committee seeks approval from the Council for the Village of Taos Ski Valley to apply for a Trails+ Grant to fund three related projects:

- 1) Develop a comprehensive trail and green space plan for the Village. This plan will help to inform priorities for development of trails within and around VTSV to connect residents and visitors to existing trails and green spaces. The plan will be informed by extensive public engagement in the form of in-person meetings, online meetings and surveys.
- 2) Develop a regional trail sign design program to inform sign layout and design both within the Village and throughout the region. This plan will create consistency within the Enchanted Circle Region while being specific to each area's individual branding needs.
- 3) Perform deferred maintenance on existing trails and infrastructure, including Kachina Vista connector trail to Porcupine Ride and repair of benches on the Ramming Memorial trail. Included in this proposal is already planned funded work on Kachina Vista Park which will be utilized as match.

Grant Details

Grant Name: Outdoor Recreation Trails+ Grant

Granting Agency: New Mexico Economic Development Department, Outdoor Recreation Division

Grant Maximum: Tier 1: \$25,000 to \$99,999

VTSV Amount Requested: \$94,600

Match Requirement: 50% cash or in-kind

VTSV Match Source: All in-kind including volunteer contributions and VTSV Public Works projects

Grant Deadline: Tue, Dec 31, 2025

Trails+ Grant Purpose: Access to the outdoors should be low-cost and ubiquitous for all New Mexicans. That's why lawmakers created the Outdoor Recreation Trails+. This grant program supports projects that enhance communities' outdoor recreation opportunities. Trails, river parks, wildlife viewing areas, and more contribute to economic development, prosperity, and wellness. This grant funds shovel-ready projects that directly add to that access.

Review the 2024-2025 Outdoor Recreation Trails+ Grant Program Guide for details about the grant, including eligible applicants, award amounts, and deadlines.

<https://nmoutside.com/grants/trails-plus/>

Application Materials

(Note, this document begins with question 13 and includes the questions relevant to this application. Previous questions include address, point of contact etc.)

13. Please provide a brief organization overview.

Limit: 500 words

This may include your mission statement, the history of your organization, your current programs and activities, and/or a few top accomplishments within the last few years.

The Village of Taos Ski Valley is an incorporated municipality in Northern New Mexico. Activities under this grant will be supervised by the Parks and Recreation Committee (PARC) which is appointed by the Village Council.

PROJECT DETAILS

14. Project abstract Please describe the project you are applying for in 2-3 sentences. This will become the long-term public description of the work, including press releases. (500 characters)

A comprehensive trail and green space plan for the Village of Taos Ski Valley will ensure that development effectively incorporates community input to promote health, and economic growth. Funding will secure expert consultation to create a trail and green space plan including sign design and development, and perform deferred maintenance on existing trails and green spaces that will be incorporated into the broader plan.

15. Please provide a full overview and description of your project.
What are the primary goals of the project? (500 words)

As the highest elevation municipality in New Mexico, every step you take in the Village of Taos Ski Valley counts. So when you are taking a trail from a sublime alpine vista to a creek side picnic table, we want to ensure that your journey is as enjoyable as the destination.

Since the Village of Taos Ski Valley (VTSV) is surrounded by National Forest — which is home to New Mexico's highest peak — there is already increasing summer visitation to our community as people seek more time in the cool, beautiful outdoors. Also as Taos Ski Valley resort develops summer activities, more people are coming to our village to stay and play. Recently, we have been starting to develop trails to achieve increased connectivity across the village, but have lacked a cohesive plan to ensure that these trail segments provide meaningful connections via viable routes, which best serve our community.

Our goal is to develop a comprehensive trail and green space plan that will meet the needs of our residents and visitors, creating safe and efficient connections between community hubs, green spaces, and residential areas. We will contract with a third party to help us engage with the community through public meetings, map existing trail and green space infrastructure, and develop a comprehensive plan to inform future development. We will also develop a way finding and trail sign plan to ensure that visitors know how to access these trails.

A portion of this grant will also address deferred maintenance on our existing trail infrastructure. In particular, the popular JW Ramming Memorial Trail includes old ski lift benches which need to be refurbished. These are valuable resting points for those not as physically able to navigate the high alpine environment. We will replace the old wood slats with recycled composite materials to improve longevity and reduce maintenance. As part of the plan, we will also evaluate the JW Ramming trail for accessibility standards, and make improvements as feasible.

Additionally, the upper end of Kachina Vista Park is connected via a steep trail through village property that descends to Porcupine Road. This trail will be relocated to pull it away from a snow storage area, while the steep sections will be improved to reduce erosion and increase ease of access.

21. What entity or individual owns the land where the project will occur? (250 characters)

The Village of Taos Ski Valley and the Carson National Forest.

22. What is the strategy for ongoing stewardship of the project?

Please explain how the project will be maintained, i.e. will you coordinate volunteers, and if so, how will they be recruited, trained and mobilized? Will you contract for maintenance, if so, what is your budget and source of ongoing funding? If maintenance will be provided in-house, which department and what are their resources? (250 words)

Ongoing stewardship of the project can be jointly managed by the Village of Taos Ski Valley (VTSV) with assistance from public entities such as the Enchanted Circle Trails Association (ECTA), and Rocky Mountain Youth Corps (RMYC), as well as local community members.

The VTSV Parks and Recreation Committee is composed of volunteers who regularly hike the trails, and report and assess conditions. The committee is a key vehicle by which priorities for maintenance are established and implemented.

ECTA is a local non-profit that recruits volunteers for public volunteer days and their Adopt-A-Trail program. We will explore engaging with ECTA to recruit volunteers, host public volunteer days, and manage the adoption of our trails through their Adopt-A-Trail program.

We will also recruit local community members as trail ambassadors and as a "rapid response" team. They will regularly hike the trails and report conditions, and will have the skills necessary to address minor trail maintenance issues. For larger projects, we will rely on the help of professional trails partners like ECTA and RMYC.

GRANT PROJECT TIMELINE

26. Grantees are allowed up to 24 months from contract signing to complete the project. Please use the spaces below to provide a grant timeline for your project. Provide detailed explanations on how the project will be constructed, what work will be done in each stage, and who will lead the work.

Months 1-6 (150 words)

Plan Development

- ☐ Contract with consultant to manage development of comprehensive trail plan.
- ☐ Project initiation and timeline refinement.
- ☐ Incorporate existing data including VTSV Chamber surveys from summer 2024 and winter 2025.

- ☐ Conduct public meetings to solicit input on desired outcomes at VTSV, Taos and Online.
- ☐ Develop a public survey to solicit input.

Trail Maintenance

- ☐ Rehabilitate benches - JW Ramming Trail

Months 7-12 (150 words)

Plan Development

- ☐ Map and assess existing trails and green spaces.
- ☐ Develop conceptual trail plans.
- ☐ Verify route feasibility in the field.
- ☐ Develop Village and regional sign branding and layout plan.
- ☐ Preparation of draft report.
- ☐ Conduct public meetings to review draft plan (VTSV, Online)
- ☐ Preparation of final report

Trail Maintenance

- ☐ Kachina Vista Park cleanup and rehabilitation
- ☐ Trail between Kachina Vista and Porcupine Road

Months 13-18 (150 words)

N/A

Months 19-24 (150 words)

N/A

RECREATIONAL VALUE

32. Briefly describe how this project will improve equitable outdoor recreation access needs in your community. Who will be the primary users or beneficiaries of this project? Will youth in particular benefit? (250 words)

A comprehensive trails plan for our community is a critical step for improving outdoor access within and around our VTSV. Housing and businesses are spread along a narrow valley at the end of a busy, narrow, winding highway. This main arterial is too dangerous to walk, and since there is limited seasonal public transportation within the Village, locals in our community need to utilize a vehicle to access trails in the area.

Creating and implementing a cohesive and comprehensive trails plan will enable us to connect the different parts of our community with each other and with the surrounding public lands. We will be able to reduce barriers and create safe and equitable access for all our community members. This will be especially beneficial for youth in the community who cannot drive and have limited access to transportation.

Our village is also a destination for visitors looking to escape the bustle of the city and recreate in our epic mountain setting. However, accessing some parts of the village and trails requires a vehicle that can navigate steep unpaved roads, creating a challenge for some visitors. A well-designed trail plan can provide an alternative means to access services located throughout the Village. This will benefit both our visitors as well as our local businesses.

33. How does your project enhance the region's recreation landscape? For example, will it connect to any other trail systems? Will it contribute to a regional outdoor brand? (250 words)

Several existing trails and green spaces in our village are isolated from each other, such as the JW Ramming Memorial trail, Kachina Vista Park trail, Bull of the Woods trail, Wheeler Peak trail, and Williams Lake trail. By creating connections between these, we will increase their usefulness, and potentially decrease congestion on some as we provide additional access options.

This plan will also complement and help implement the Enchanted Circle Trails Plan, which identifies priority trails in our community. We hope that our community can be a hub in the broader network of Enchanted Circle Trails that connect to our public lands and neighboring communities.

36. Estimate the physical size of the project (i.e. miles, acres, or square footage). Make sure to list the unit of measurement. (100 characters)

Village is 2.85 square miles, but the plan will extend to include surrounding areas and trails.

37. What barriers or challenges might impede this project? Examples: Supply chain issues, land access issues, weather, lack of volunteers, etc. (250 words)

The main challenge will be incorporating the broad spectrum of community's feedback to ensure the trail plan meets everyone's needs. Although our community is small, our residents are passionate, and interested individuals in the region are reliably outspoken about developments within Taos Ski Valley. We anticipate an array of requests, opinions, and concerns that may conflict with one another. We also anticipate at least some opposition to the concept of a trails plan entirely.

Another barrier will be the short weather window for ground truthing. The VTSV is in the mountains at 9,300' and at these elevations snow lingers longer into the summer, it snows sooner in the fall, and weather can be more unpredictable and intense. Northern New Mexico is also known for its monsoons, daily thunderstorms in the afternoon.

EQUITY AND ACCESS

39. How will this project connect members of your community to recreational opportunities, particularly community members who historically may not have had the same access? (500 words)

With this trail plan, we hope to identify routes that provide safe and convenient access to trails and green spaces in and around VTSV. Currently, community members must either drive to access these, or walk along narrow dusty roads or the highway which has no shoulder. Through multiple community meetings we hope to gather opinions, concerns, and desires about what types of trails our locals would like to see and their priorities for connectivity and access.

These trails will also be utilized by the broader population of Taos County, which is historically underserved and has limited opportunities for outdoor recreation on public lands. This plan will provide for more opportunities for outdoor recreation for the nearby communities of Valdez, Arroyo Seco, Arroyo Hondo, Taos Pueblo, and Taos.

40. Describe what considerations for accessibility have been made in your project and why these considerations will or will not be implemented. Making small changes to infrastructure, such as widening trails, can open up their use for people of all abilities. Please keep this in mind when planning your project so you can find opportunities to meet as many community members' needs with

outdoor recreation infrastructure, no matter what the recreation type may be. This will be prioritized in scoring of applications. (500 words)

One goal of this trail plan is to identify routes that are suitable for accommodating different abilities. While the mountainous terrain makes it challenging, we hope to incorporate some trails that meet ADA standards for grade, surface, and accessibility. We also intend to survey existing trails to determine if changes can be made to route or maintenance to increase accessibility for a broader user base.

Our green spaces also allow visitors the chance to enjoy our natural splendors through other activities besides hiking or biking. By providing places to simply exist in the environment, we can reduce a barrier of needing to be able-bodied to enjoy nature and receive the mental and spiritual benefits the natural world provides.

ENVIRONMENTAL AND CULTURAL IMPACT

41. How will this project restore, enhance, or conserve the natural lands and/or waters in the region? (500 words)

All trails and green spaces proposed through this plan will be sustainably designed following best practices that minimize impact, reduce erosion and require very little maintenance. Conversely, by not providing this infrastructure, visitors seeking to access trails and scenic locations will continue to create informal social trails, which can have a negative impact on the landscape.

The plan will also catalog sensitive areas and design connections that route people around them. We will also consider information signage opportunities that will help our visitors understand the importance of these diverse alpine ecosystems.

On a broader scale, trails, and green spaces will provide community members and the public with more opportunities to safely and conveniently access public lands that would otherwise be inaccessible. It will give people the opportunity to develop a relationship with public lands and help foster a sense of stewardship and conservation.

44. Is all necessary environmental compliance and/or other permitting work completed?

Yes

44b. Please explain what compliance work has been completed. (250 words)

For this conceptual planning phase, no environmental compliance work is required, nor has been completed. For maintenance work, trails are on private property, and fall under the scope of normal maintenance for previously approved projects.

46. Is this project located in or near sensitive natural or cultural resource areas?

Yes

46a. Please explain and describe how this project will enhance or protect the surrounding area.

By developing connected trails that meet modern sustainability standards, we will encourage residents and visitors to walk or bike within the village, thereby reducing the amount of air pollution and road runoff from vehicle traffic.

ECONOMIC IMPACT

47. How will this project support and engage the local business community? List specific economic impacts the project will have.

Cite any partnerships with local EDOs or local economic development entities. (500 words)

As Taos Ski Valley becomes more broadly known for its beauty and as Taos Ski Valley, Inc develops summer recreation opportunities in the valley, more people will travel to the area. By providing a variety of trails and green spaces, we hope to convert these visitors from day-trippers to overnight guests. This will boost summer lodging income, and support the small businesses and restaurants in the base area at Taos Ski Valley, which typically experience significant economic struggle in the summer months.

Outside the immediate impact, visitors traveling to VTSV must drive through the Town of Taos, Village of Questa, Arroyo Seco and/or Arroyo Hondo. Most visitors lodge in Taos and Arroyo Seco and spend time perusing the local businesses in those towns for food, local goods, and souvenirs to send to loved ones.

48. How many full, part-time, and/or seasonal jobs will this project create? Include all job(s) (full-time, part-time, seasonal, etc.).

2 seasonal, 1 part-time

49. Provide a breakdown of the number listed above for number of jobs created. Please break down number of full-time, part-time and seasonal jobs that the number stated in question 39 includes. Describe if that number describes the number of jobs created through the project (e.g. hiring constructions crews) OR if you anticipate additional job opportunities created in ancillary industries due to the success of the project. (250 words)

We anticipate this planning phase creating 2 part-time jobs, and 1 seasonal job. We will endeavor to contract with a local consultant to develop our trails plan, hold community meetings, and ensure stakeholder participation.

In addition, the maintenance work will add another 2 seasonal jobs, and support a crew of 8-10 trail workers for at least one 8-day hitch.

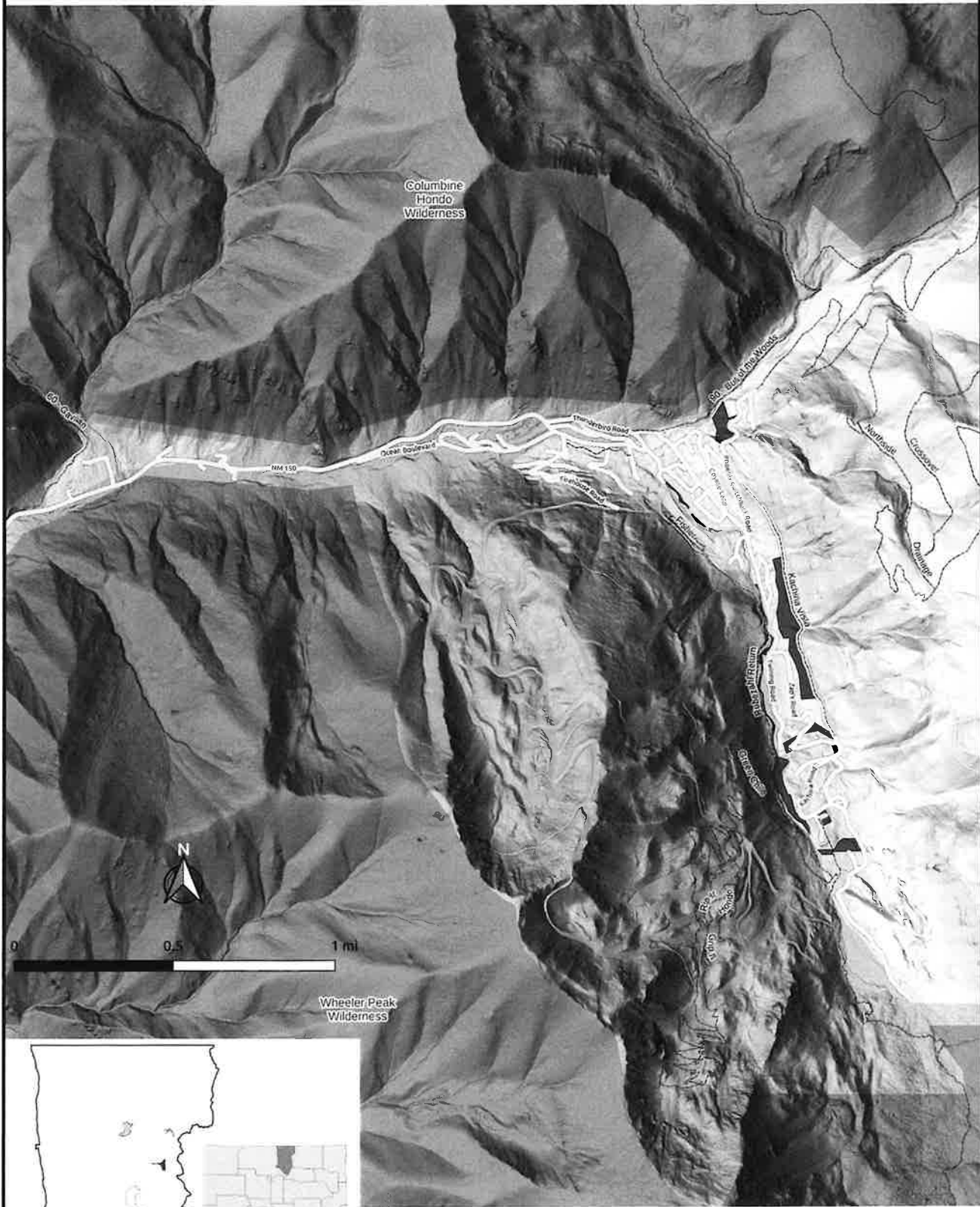
Beyond this immediate impact, we anticipate the increased visitation will ultimately support a more robust economy, providing more secure summer jobs, as well as potential employment for construction and maintenance of the project.

50. How will this project increase visitation to the area? Describe whether this is a project that you anticipate increasing visitors to the region. Cite any partnerships with destination management organizations or local tourism departments. (250 words)

People love to visit VTSV for the scenery and cool summer temperatures. Historically, however, there has been little attraction beyond the extremely popular Williams Lake and Wheeler Peak trails. With the current increase in summer activities by the ski area and the rise in general interest to visit the cool outdoors of the mountains, we are beginning to see increased visitation. We would like to be well-positioned to capitalize on and enhance those opportunities. Once the trails and green spaces are implemented from our plan, we expect visitors will stay longer, partaking in a broad diversity of recreation opportunities. The VTSV Chamber of Commerce, and Taos Ski Valley, Inc support this vision and effort.



Village of Taos Ski Valley Trails and Green Space Plan Project Area



Legend

Roads and Trails	Land Ownership	
— Roads	■ Village of Taos Ski Valley	□ National Forest
----- Existing Trails	□ Private	■ National Forest Wilderness