



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

- 1. CALL TO ORDER AND NOTICE OF MEETING**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CONSIDERATION TO APPROVE APPOINTMENT OF VILLAGE OF TAOS SKI VALLEY POLICE OFFICER GLADEAU**
- 5. APPROVAL OF THE MINUTES OF THE DECEMBER 14, 2021 VILLAGE COUNCIL REGULAR MEETING, the DECEMBER 20, 2021 VILLAGE COUNCIL EMERGENCY MEETING, the JANUARY 10, 2022 VILLAGE COUNCIL SPECIAL MEETING, and the JANUARY 10, 2022 VILLAGE COUNCIL SPECIAL WORKSHOP**
- 6. CITIZEN'S FORUM** –for non-agenda items only. Limit to 5 minutes per person (please email awooldridge@vtsv.org to sign up)
- 7. COMMITTEE REPORTS**
 - A. Planning & Zoning Commission
 - B. Public Safety Committee
 - C. Firewise Community Board
 - D. Parks & Recreation Committee
 - E. Lodger's Tax Advisory Board
- 8. REGIONAL REPORTS**
- 9. MAYOR'S REPORT**
 - A. Consideration to Appoint a Representative to the Holy Cross Hospital Nominating Committee
 - B. Consideration to Approve Appointment of Planning & Zoning Commissioners
 - C. Darlene Trujillo Thanks to Elected Officials
- 10. STAFF REPORTS**
 - A. Administrator Avila
 - B. Finance Director Grabowski
 - C. Police Chief Vigil
 - D. Fire Chief Molina
 - E. Building Official Bowden
 - F. Planning Director Nicholson
 - G. Public Works Director Martinez
 - H. Clerk Wooldridge
 - I. Attorney Baker
- 11. OLD BUSINESS**
 - A. **PUBLIC HEARING:** Consideration to Approve Amended Ordinance 2022-71 Establishing a Local Cannabis License and Adopting Regulations Regarding Cannabis
- 12. NEW BUSINESS**
 - A. Review and Consideration to Publish and Post Ordinance No.2022-30 Amending Ordinance No. 22-30, Sections 6.22 and 6.37, and Repealing and Replacing Sections 13.4 and 23, to Establish Procedures for the Adoption and Implementation of Revised Development Impact Fees
 - B. Consideration to Approve 2nd Quarter Report
 - C. Review and Consideration to Enter in a Project Participation Agreement with TSVI to Construct Offices and a Village Fire House

D. Consideration to Approve the Renewal of Village Annual Outside Contractor Contract

E. Acknowledgment of the Requirement for the Village of Taos Ski Valley Mayor and Councilors to Submit Outside Employment Disclosure Forms on an Annual Basis

13. MISCELLANEOUS

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

15. ADJOURNMENT

Meeting packet can be viewed on the Village web site at

<https://www.vtsv.org/village-government/village-council/meetings-agendas-minutes/>

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

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Appoint James Gladeau as a Police Officer 2 for the Village of Taos Ski Valley

DATE: January 25, 2022

PRESENTED BY: Chief Virgil Vigil

STATUS OF AGENDA ITEM: Mayor's Appointment with Council Approval

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

Per NM State Statute (NMSA) Section 29-1-9, each Police Officer shall receive from the Governing Body an appointment in writing as a Police Officer of the municipality. The appointment shall be made by the Mayor with the approval of a majority of all members of the Governing Body. This appointment, usually referred to as a "commission", is necessary to give the officer the authority to assume police powers within the municipality.

RECOMMENDATION: Motion to appoint James Gladeau as a Police Officer 2 for the Village of Taos Ski Valley



VILLAGE OF TAOS SKI VALLEY

OATH OF OFFICE

I, Jimmy R. Gladeau (name) having been appointed to the
office of Police Officer 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 20th day of January 20 22

Ann M. Woolbridge, Clerk

(To be used by Clerk, Treasurer, and Police Officers)



Village of Taos Ski Valley
PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525
(575) 776-8220 (575) 776-1145 Fax
E-mail: vtsv@vtsv.org Website: www.vtsv.org

**VILLAGE COUNCIL REGULAR MEETING
DRAFT MINUTES
VIA ZOOM TELE CONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, DECEMBER 14, 2021 2:00 P.M.**

1. CALL TO ORDER & NOTICE OF MEETING

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

2. ROLL CALL

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

Governing body present:

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

Staff present:

Village Administrator John Avila
Village Clerk Ann Wooldridge
Finance Director Nancy Grabowski
Building Official Jalmar Bowden
Public Works Director Anthony Martinez
Interim Police Chief Vigil
Fire Chief Roberto Molina
Planning Director Patrick Nicholson
Village Attorney Susan Baker

3. APPROVAL OF THE AGENDA

MOTION: To approve the agenda with the amendment to move item 12. A. to follow item 14. A,
Motion: Councilor Wittman **Second:** Councilor Stagg **Passed:** 4-0

**4. CONSIDERATION TO APPROVE APPOINTMENT OF THE VILLAGE OF TAOS SKI VALLEY
POLICE DEPARTMENT CHIEF**

Mayor Brownell appointed Interim Chief Vigil to Police Chief.

MOTION: To approve appointing Interim Chief Vigil to Police Chief

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

**5. CONSIDERATION TO APPROVE APPOINTMENT OF THE VILLAGE OF TAOS SKI VALLEY
FIRE/EMS DEPARTMENT CHIEF**

Mayor Brownell appointed Roberto Molina to Fire Chief.

MOTION: To approve appointing Roberto Molina to Fire Chief

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

**6. APPROVAL OF THE MINUTES OF THE NOVEMBER 23, 2021 VILLAGE COUNCIL REGULAR
MEETING and the NOVEMBER 30, 2021 VILLAGE COUNCIL SPECIAL MEETING**

MOTION: To approve the two sets of minutes

Motion: Councilor Wittman Second: Councilor Stagg

Passed: 4-0

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

A. Business owner Andrea Heckman spoke about the need for solidarity on getting a plan together for the post office.

8. COMMITTEE REPORTS

A. **Planning and Zoning Commission** –Commission Chair Wittman reported that the Commission had not met but would meet again on January 10, 2022.

B. **Public Safety Committee** – Chairman Neal King reported that the Committees had not met but would plan to meet again on February 7, 2022.

C. **Firewise Community Board of Directors** -see above

D. **Parks & Recreation Committee** – Chair Kett reported that the Committee had been working on mapping existing and possible future trails. The next meeting will be held on January 20, 2022 at 3:30 p.m. at the Village Office at 7 Firehouse Road.

E. **Lodger's Tax Advisory Board** – no report

F. **Capital Infrastructure Advisory Committee** – Director Nicholson said that no meeting had taken place and no meeting is scheduled. The Committee has completed its work at the present.

9. REGIONAL REPORTS

10. MAYOR'S REPORT

Mayor Brownell reported that RTD Blue Bus service would not be available this winter to TSV since the RTD had not been able to find an adequate number of drivers.

11. STAFF REPORTS

Staff reports were included in the Council packet and were posted to the Village web site. Administrator Avila highlighted parts of his report. He noted that Covid testing is being conducted for free for employees on Tuesdays at the Taos Tent. Work is being done concerning the wastewater treatment plant inefficiencies, and also efforts towards maintaining some sort of postal service in the Village. Discussion took place about potential postal service possibilities.

12. OLD BUSINESS

A. Discussion of the Taos Ski Valley Postal Service Status, Options Available to the Village, and Direction to Convince the USPS to Maintain Postal Delivery Within the Village of Taos Ski Valley. Followed Closed Session.

13. NEW BUSINESS

A. **PUBLIC HEARING:** Consideration to Approve Resolution No. 2022-495 Adopting the Village's Capital Improvements Plan Update Related to Development Impact Fees

A Capital Improvement Plan is required by the NM Development Fees Act, that identifies capital improvements or facility expansion which are needed to serve new growth and development. The CIAC reviewed the plan thoroughly. The Planning & Zoning Commission voted to recommend to the Village Council adoption of the 2021 Capital Improvement Plan Update.

PUBLIC HEARING: No one spoke for or against the proposed Resolution.

MOTION: To Approve Resolution No. 2022-495 Adopting the Village's Capital Improvements Plan Update Related to Development Impact Fees

Motion: Councilor Wittman

Second: Councilor King

Passed: 4-0

B. Consideration to Approve Resolution No. 2022-496 Requesting a Permanent Budget Adjustment to the FY2022 Budget (BAR) Adding a New Police Officer Position, Increasing Salary and Benefits Expense in the Law Enforcement

(04) Fund, and Increasing the Transfer out from General Fund (03) into the Law Enforcement Fund to Cover the Additional Expenses.

Salary expenses in the Law Enforcement fund was originally based on three employees: a Police Chief, and two Officers. By direction from the Village Administrator, staff is requesting an additional Officer position for the Police Department.

MOTION: To Approve Resolution No. 2022-496 Requesting a Permanent Budget Adjustment to the FY2022 Budget (BAR) Adding a New Police Officer Position, Increasing Salary and Benefits Expense in the Law Enforcement (04) Fund, and Increasing the Transfer out from General Fund (03) into the Law Enforcement Fund to Cover the Additional Expenses.

Motion: Councilor Wittman

Second: Councilor King

Passed: 4-0

C. Consideration to Approve Resolution No. 2022-497 a Resolution to Amend Resolution No. 2009-176 Relating to the Reimbursement of Public Officers and Employees for Per-diem Travel Expenses

In 2020 the legislature passed an update to the State Per Diem and Mileage act. The change became effective in FY2022 and the rates which were reviewed and analyzed by the Department of Finance (DFA) have recently been released. Moving forward the DFA is required to provide agencies the per diem rates by May 1 for the forthcoming fiscal year for budgeting purposes. The Village will update its rates according to the State of New Mexico rates on a fiscal year basis.

MOTION: To Approve Resolution No. 2022-497 a Resolution to Amend Resolution No. 2009-176 Relating to the Reimbursement of Public Officers and Employees for Per-diem Travel Expenses

Motion: Councilor Wittman

Second: Councilor King

Passed: 4-0

D. Consideration to Approve Resolution 2022-498 Concerning Governing Body Meetings and Notice Required

Clerk Wooldridge explained that this is the required annual notice of meetings for the Council. Meetings will be held on the fourth Tuesday of the month via Zoom unless otherwise noticed.

MOTION: To Approve Resolution 2022-498 Concerning Governing Body Meetings and Notice Required

Motion: Councilor Wittman

Second: Councilor King

Passed: 4-0

E. Consideration to Approve Resolution No. 2021-499 A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2022, NM LGRF DOT CONTROL No. L500394

After passage of the attached Resolution, the NMDOT will be drafting a contract for Village approval for the 2022 road project. The State has committed to funding in the amount of \$60,000.00 with the Village contributing 25% of total project costs, or \$20,000.00, for a total project cost of \$80,000.00. Monies for the project will be used for full construction with drainage improvements of various local streets.

MOTION: To Approve Resolution No. 2021-499 A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2022, NM LGRF DOT CONTROL No. L500394

Motion: Councilor Wittman

Second: Councilor King

Passed: 4-0

F. Consideration to Adopt a 2022 Village Holiday Schedule

The Village's Personnel Policy, approved and adopted by Village Council Resolution 2017-332, identifies the legal holidays for employees of the Village of Taos Ski Valley. Each year the Resolution is updated with the approved holiday calendar.

MOTION: To Adopt the 2022 Village Holiday Schedule as presented

Motion: Councilor Wittman

Second: Councilor King

Passed: 4-0

G. Twining Road Reconstruction Project - Preliminary Design Final Presentation

Scott Eddings from Huitt-Zollars presented an update of planning and design work to date. He said that some horizontal adjustments had been made as well as some vertical adjustments. He said that the Village has received adequate funding to prepare final drawings and to prepare specifications.

The project involves Twining Road upgrades from the skier parking lot to Zap's Road, in order to provide upgrades to drainage, safety, and utility improvements. Water lines will need upgrades, but wastewater lines are in good condition. Dry utilities are only six feet below grade so relocations will be necessary. The road would be paved with two-lane traffic and a sidewalk, as well as some street lighting. Intersections will be improved. Lighting would be only downward facing, he said.

The Huitt-Zollars scope of work was to complete 30% design plans. Constructing the Phase 1 portion will be approximately \$4 million, while paving and resurfacing will cost \$1.5 million.

Many questions were posed, especially about speed on the road and the narrowness of the throughway, as well as about ensuring that utilities are improved before any paving occurs.

H. Consideration to Approve Village of Taos Ski Valley Letter of Endorsement for the Taos Region Clean Energy Transportation and Recreation Corridor

Administrator Avila explained that there is an opportunity for Taos Ski Valley and the greater regional area to create economic diversity for the community which currently relies heavily on tourism. Historically, Taos County and Taos Ski Valley have attracted many business leaders and entrepreneurs who enjoy its unique rich culture and numerous recreational opportunities. Positioning the Taos area to provide a Taos Region Clean Energy Transportation and Recreation Corridor to support existing business development, attract new business development, and provide an improved quality of life for our residents, would open the door to many long-term benefits for the regional community and economy.

With state and local investment, including public-private partnerships, critical infrastructure would be provided resulting in job creation that would allow northern New Mexico to remain viable and competitive with other regional, national, and international destinations.

MOTION: To Approve a Village of Taos Ski Valley Letter of Endorsement for the Taos Region Clean Energy Transportation and Recreation Corridor

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

14. CLOSED SESSION

A. Discussion of Pending Litigation Concerning Ovivo Contract, and the USPS

This matter may be discussed in closed session under Open Meetings Act exemption 0-15-1(H) (7)

MOTION: To go to Closed Session

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

MOTION: To go to Open Session

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

15. MISCELLANEOUS

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

The next meeting of the Village Council will be a Special Meeting and Workshop scheduled for January 10 2022 at 10:00 a.m. Via Zoom. (Note: An Emergency Meeting was held on December 20, 2021 because of an extreme weather event on December 15, 2021.)

17. ADJOURNMENT

MOTION: To Adjourn

Motion: Councilor Wittman Second: Councilor King Passed: 4-0

The meeting adjourned at 3:40 p.m.

Christof Brownell, Mayor

ATTEST: _____
Ann M. Wooldridge, Village Clerk



Village of Taos Ski Valley
PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525
(575) 776-8220 (575) 776-1145 Fax
E-mail: vtsv@vtsv.org Website: www.vtsv.org

**VILLAGE COUNCIL EMERGENCY MEETING
DRAFT MINUTES
VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
MONDAY, DECEMBER 20, 2021 3:30 P.M**

1. CALL TO ORDER & NOTICE OF MEETING

The emergency meeting of the Village of Taos Ski Valley Council was called to order by Mayor Brownell at 3:30 p.m. The notice of the emergency meeting was properly posted.

2. ROLL CALL

John Avila, Village Administrator, called the role and a quorum was present.

Governing Body Present

Mayor Christof Brownell

Councilor Neal King

Councilor Jeff Kern

Councilor Tom Wittman, Mayor Pro Tem

Village Staff Present

Administrator John Avila

Attorney Susan Baker

3. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as presented

Motion: Councilor Wittman Second: Councilor King Passed: 3-0

Councilor Stagg joined the meeting.

4. NEW BUSINESS

A. Consideration to Approve Resolution 2022-500 Declaration of Emergency Due to Natural Disaster for the Village of Taos Ski Valley

MOTION: To approve Resolution 2022-500 Declaration of Emergency Due to Natural Disaster for the Village of Taos Ski Valley

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

Adoption of this Resolution will uphold Taos County's recent orders and may provide reimbursement to the Village of some expenditures for clean-up.

5. ANNOUNCEMENT OF THE DATE, TIME AND PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL

The next meeting of the Village Council will be a Special Meeting and Workshop on Monday January 10, 2022 at 10:00 a.m. via Zoom.

6. ADJOURNMENT

MOTION: To Adjourn

Motion: Councilor Wittman Second: Councilor Kern Passed: 4-0

Mayor Christof Brownell

ATTEST:_____
Ann M. Wooldridge, Village Clerk



Village of Taos Ski Valley
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(575) 776-8220 (575) 776-1145 Fax
E-mail: vtsv@vtsv.org Website: www.vtsv.org

**VILLAGE COUNCIL SPECIAL MEETING
DRAFT MINUTES
VIA ZOOM
TAOS SKI VALLEY, NEW MEXICO
MONDAY, JANUARY 10, 2022 10:00 A.M**

1. CALL TO ORDER & NOTICE OF MEETING

The Special Meeting of the Village of Taos Ski Valley Council was called to order by Mayor Brownell at 10:00 a.m. The notice of the Special Meeting was properly posted.

2. ROLL CALL

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

Governing Body Present

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

Village Staff Present

Village Administrator John Avila
Village Clerk Ann Wooldridge
Finance Director Nancy Grabowski
Public Works Director Anthony Martinez
Attorney Susan Baker

3. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as presented

Motion: Councilor Wittman Second: Councilor King Passed: 4-0

4. CLOSED SESSION

A. Discussion of Pending Litigation Concerning Ovivo Contract

This matter may be discussed in closed session under Open Meetings Act exemption 0-15-1(H) (7)

MOTION: To go to Closed Session

Motion: Councilor Wittman Second: Councilor King Passed: 4-0

MOTION: To go to Open Session

Motion: Councilor Wittman Second: Councilor Kern Passed: 4-0

No decisions were made, and no votes taken in the Closed Session.

5. NEW BUSINESS:

A. Introduction and Direction to Publish and Post Amended Ordinance 2022-71 Establishing a Local Cannabis License and Adopting Regulations Regarding Cannabis

The proposed Ordinance establishes a local license for cannabis establishments within the Village limits. It also creates general regulations regarding the use of cannabis and cannabis infused

products. According to the New Mexico Cannabis Regulation Act (“the Act”), the Village has the authority to regulate the “time, place and manner” of cannabis uses within the Village’s jurisdictional limits. The Act does not specify limitations on the Village’s authority, except that the Village cannot require a cannabis establishment to be located more than three hundred (300) feet from a school, and cannabis establishments cannot be prohibited. The State has authorized local governments to require local business licenses for cannabis establishments and to enact zoning regulations to ensure compatibility with surrounding neighborhoods.

The Village Council previously adopted this Ordinance in August 2021 with a sunset provision effective January 31, 2022. Staff now requests that Council consider readopting the Ordinance in this revised form. The revisions simplify the previous Ordinance, but the general content of the regulation is substantially the same. The Village Council has also recently passed zoning regulations regarding cannabis in amendments to Village Zoning Ordinance No. 22-30.

MOTION: To Approve Publishing and Posting Amended Ordinance 2022-71 Establishing a Local Cannabis License and Adopting Regulations Regarding Cannabis

Motion: Councilor Stagg

Second: Councilor Wittman

Passed: 4-0

6. ANNOUNCEMENT OF THE DATE, TIME, AND PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL

The next meeting of the Village Council will be the Council Workshop immediately following this meeting.

7. ADJOURNMENT

MOTION: To Adjourn

Motion: Councilor Stagg

Second: Councilor Wittman

Passed: 4-0

The meeting was adjourned at 10:50 a.m.

Mayor Christof Brownell

ATTEST:

Ann M. Wooldridge, Village Clerk



Village of Taos Ski Valley
PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525
(575) 776-8220 (575) 776-1145 Fax
E-mail: vtsv@vtsv.org Website: www.vtsv.org

**VILLAGE COUNCIL WORKSHOP
DRAFT MINUTES
VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
MONDAY, JANUARY 10, 2022 11:00 A.M.**

1. CALL TO ORDER & NOTICE OF MEETING

The Workshop of the Village of Taos Ski Valley Council was called to order by Mayor Brownell at 11:00 a.m. The notice of the meeting was properly posted.

2. ROLL CALL

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

Governing body present:

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

Staff present:

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

3. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as presented

Motion: Councilor Wittman

Second: Councilor Stagg

Passed: 3-0

4. WORKSHOP:

A. Village of Taos Ski Valley Plan of Finance

The Village's financial advisor, Brad Angst with Stifel & Company, presented the results of his work to compile financial data of the Village for the Mayor and Council, including a 10-year budget and project capacity, for a plan of finance. He said that his view was from that of a creditor or lender who would look at the financial stability of the Village, as well as making sure that the Village is in regulatory compliance.

The 10-year budget projection looks at debt obligations and projected potential revenue. He said that he would outline some of the items that need to be noted. Data came from audited financials. He is hoping to identify trends. Looking at the past eight years, property tax is coming in at a 2% growth rate, and GRT took a jump in 2016 due to increased construction. GRT averages approximately \$1.525 million annually and is the largest source of revenue for the Village. Hold Harmless Revenues started in 2019, dedicated to the wastewater treatment plant USDA loan, and average \$249,000 annually.

Various auditors present numbers differently, he said, so numbers can look different. The unassigned fund balance shown includes restricted funds such as those for electric undergrounding. Transfers out of \$1.26 million for the general utilities fund is occurring. It appears the expenditures will be more than the revenues in the coming years. Measurements show that income does not provide adequate revenue to cover expenses. Although fund balances appear to be adequate, much of these funds are restricted.

Mr. Angst explained that it's important to look at revenue available for debt service for any potential new projects. It's important to show whether revenue exceeds debt service, but revenue appears to be dwindling over time, according to his modeling. He said that it would be better to have a more stable operational fund. FY2022 budgeted numbers are very conservative. In the General Fund, it appears that expenditures are increasing at a greater rate than revenues. Mr. Angst will update some of the numbers soon and distribute.

In the utility fund, FY22 revenues are budgeted to increase 50% compared to FY21 and 35% higher than the highest year total in FY19. For FY22, net operating surplus would need to be three times the amount budgeted to meet a debt service coverage ratio of 1.2 times debt service, a required level.

The Plan if Finance and a recording of the meeting are posted on the Village web site here: <https://www.vtsv.org/village-government/village-council/meetings-agendas-minutes/>.

5. 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 January Council Meeting on January 25, 2022 at 2:00 p.m. via Zoom.

6. ADJOURNMENT

MOTION: To Adjourn

Motion: Councilor Wittman

The Workshop adjourned at 12:50 p.m.

Second: Councilor King

Passed: 4-0

Christof Brownell, Mayor

ATTEST: _____
Ann M. Wooldridge, Village Clerk

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

AGENDA ITEM TITLE: Consideration to Appoint a Representative to the Holy Cross Hospital Board Nominating Committee

DATE: January 25, 2022

PRESENTED BY: Mayor Christof Brownell

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: Holy Cross Hospital is requesting that the Village Council appoint a representative to serve on the 9-member Nominating Committee. The Committee will meet several times to consider names of community-minded persons willing to serve on the Hospital's 13-member Board.

RECOMMENDATION: Discussion and Appointment of a Representative to serve as the Village of Taos Ski Valley's representative on the Holy Cross Hospital Board Nominating Committee.



Holy Cross Medical Center
1397 Weimer Road, Taos, NM 87571

January 13, 2022

Mr. Cristof Brownell, Mayor
Taos Ski Valley
P.O. Box 100
Taos Ski Valley, NM 87525

Dear Mr. Brownell:

The Holy Cross Hospital Board of Trustees is once again selecting prospective Trustees to serve on our 13 member board. This involves the Taos Ski Valley.

The Board would like you to once again select one person to serve on our 9 member Nominating Committee for a one (1) year term. This committee will meet several times to consider names of community minded persons who would be willing to serve on the Hospital Board.

The slate of nominees will be due to the full hospital board by **May 10, 2022**. Thus, we would like your representative to be selected by **February 11, 2022**. A Nominating Committee meeting will be held in early March to orient the members to the process and the procedures for the selection of nominees. Please provide contact information for your representative as we will need to contact them regarding the meeting dates. It is very important that your representative attend these meetings.

Please inform our office at 575-751-5766 or e-mail Lenora Cisneros, Sr. Executive Assistant at lcisneros@taoshospital.org, once you have identified a willing representative.

If you have any questions, please do not hesitate to call me at 751-5714.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill Patten", written in a cursive style.

Bill Patten
Chief Executive Officer

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Appointment of Planning & Zoning Commissioners

DATE: January 25, 2022

PRESENTED BY: Mayor Christof Brownell

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

According to Village Ordinance No. 1997-15 Creating a Planning and Zoning Commission, the Commission shall consist of seven (7) members who shall be appointed by the Mayor with the consent of the Village Council. On the first Commission, the members shall be appointed for one-year or two-year terms, and each subsequent term of a member on the Commission shall be for two years or less in order to maintain the original staggering of terms of membership. Four members of the Planning & Zoning Commission had two-year terms which began in March 2019 and three members had two-year terms beginning in February 2020. No P&Z Commission appointments were conducted in 2021.

Notice of openings for the P&Z Commission were advertised in the Taos News, through the Village eblast list, and on the Village web site.

In order to keep the staggered Commissioner terms, the four Commission terms appointed in 2019 should now be appointed for a one-year term, and the three Commission positions appointed in 2020 should now be appointed for two-year terms.

RECOMMENDATION: Recommendation for the Mayor to appoint seven members to the Commission with the consent of the Village Council.

12/2021

Dear Council Members,

It's great to know
the world is full of
such generous people...

like you.

I wish I could personally
thank each of you individually
for all of your support & prayers
that you gave me and my family
during the passing of my dear
Sammy. Sammy loved his job and
always spoke of the TSV as
family. Never did I hear a
negative word about TSV, which
proves that you are wonderful
people. May the Lord bless you all!
Darlene

thanks
sister for
everything!

*In Loving Memory of
Sam J. Trujillo
June 19, 1956 - November 3, 2021*



*DeVargas Funeral Home &
Crematory
Española, NM*

To Serve and to Protect

*Lord, I ask for Courage.
Courage to face and
Conquer my own fear.
Courage to take me where
others will not go. I ask for
Strength. Strength of body to
protect others. Strength of
spirit to lead others.
I ask for Dedication.
Dedication to my job, to do it
well. Dedication to my
community, to keep it safe.
Give me Lord Concern, for
all those who Trust In me
and Compassion for those
who need me.
And please Lord, through it
all, be by my side.*

*Thank
You*

Council Notes for January 25, 2022 Meeting:

Revenues:

GRT : This month last year: \$149,265

This month this Year: \$130,135

Last Year YTD: \$510,135

This Year YTD: \$527,128

Lodgers Tax:

This month last year: \$6,232

This Month this year: \$ 23,038

YTD Last year: \$74,029

YTD This year YTD: \$152,590

REVENUES:

- We received **\$13,823** in hold harmless GRT revenue in December which will be transferred to the USDA fund for monthly loan payments and reserves for the WWTP
- GRT is up approximately 9%
- Combined Water and sewer sales are up 17% from last year
- Lodger's tax collections are up 106%
- Building permits are down 60%
- Village received \$4,509.36 in property tax collections in December 2021. Collections are down 87%...however we received a check on 1/13 for \$245,455.

• **EXPENSES:**

- Overtime salaries are up 39%. December 2021 had a lot of OT...relative to the wind event on 12/15.
- Outside contractors is down 52%. FY21 water tank and KCEC undergrounding. Nothing big in FY2022 yet. KCEC stalled due to labor shortages.
- Advertising is up. We have been advertising for EMS, Police and public works

Net income at the end of December \$145,800. Less Fire Loan disbursement revenue (\$454,115):

Actual Net LOSS: (\$308,315)

Oct 2021 Ending balance: Water fund \$2,748.01 (This includes the transfer of \$20,000 in Sept)

Sewer Fund \$6,649.11 (No transfer was made to the sewer fund)

OTHER:

- A new Police Officer was hired and began serving the Village this month. James Gladeau
- There are postings for the positions of: Police officer, EMS/fire and Public Works Superintendent

VILLAGE OF TAOS SKI VALLEY

GROSS RECEIPTS & LODGER'S TAX COLLECTION SUMMARY

Gross Receipts Tax

CURRENT RATE = 9.25%

GROSS RECEIPTS

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2012	\$64,073.01	\$26,203.38	\$23,181.89	\$42,430.30	\$60,186.45	\$32,954.89	\$47,797.29	\$207,267.40	\$162,805.78	\$182,358.83	\$200,924.87	\$42,673.54
YTD	\$64,073.01	\$90,276.39	\$113,458.28	\$155,888.58	\$216,075.03	\$249,029.92	\$296,827.21	\$504,094.61	\$666,900.39	\$849,259.22	\$1,050,184.09	\$1,092,857.63
FY 2013	\$36,835.14	\$20,863.12	\$45,705.38	\$27,699.69	\$66,674.98	\$48,677.59	\$50,727.81	\$178,549.60	\$163,125.28	\$166,032.40	\$203,817.88	\$21,818.85
YTD	\$36,835.14	\$57,698.26	\$103,403.64	\$131,103.33	\$197,778.31	\$246,455.90	\$297,183.71	\$475,733.31	\$638,858.59	\$804,890.99	\$1,008,708.87	\$1,030,527.72
FY 2014	\$32,785.51	\$20,399.76	\$33,382.63	\$32,521.83	\$42,153.17	\$47,625.85	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,868.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,568.97	\$658,464.77	\$858,587.84	\$1,067,531.84	\$1,299,098.68	\$1,369,944.64
FY 2016	\$37,891.82	\$20,239.04	\$97,742.38	\$25,839.07	\$197,397.64	\$95,985.99	\$224,614.99	\$103,161.00	\$166,682.00	\$180,838.00	\$201,624.53	\$38,366.93
YTD	\$37,891.82	\$58,130.86	\$155,873.24	\$181,712.31	\$379,109.95	\$475,095.94	\$699,710.93	\$802,871.93	\$969,553.93	\$1,150,391.93	\$1,352,016.46	\$1,390,383.39
FY 2017	\$119,909.94	\$55,423.48	\$87,873.13	\$142,357.47	\$41,995.22	\$148,618.10	\$142,636.32	\$187,613.18	\$204,129.97	\$165,451.68	\$208,890.93	\$76,774.96
YTD	\$119,909.94	\$175,333.42	\$263,206.55	\$405,564.02	\$447,559.24	\$596,177.34	\$738,813.66	\$926,428.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,864.17	\$48,702.07	\$58,630.68	\$75,354.62	\$89,599.77	\$118,550.59	\$207,717.57	\$250,972.85	\$212,959.98	\$187,022.24	\$243,419.70	\$35,925.42
YTD	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,558,719.66
FY2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,062.46
FY2020	\$73,181.77		\$83,775.61		\$88,409.53	\$146,106.99	\$125,934.38	\$319,335.98	\$239,931.17	\$274,561.13	\$264,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,652,811.41
FY2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06	\$122,193.28	\$251,925.28	\$236,440.15	\$214,210.24	\$289,075.34	\$55,873.27
YTD	\$68,159.90	\$142,393.78	\$188,880.72	\$270,929.98	\$360,870.36	\$510,135.42	\$632,328.70	\$884,253.98	\$1,120,694.13	\$1,334,904.37	\$1,623,979.71	\$1,679,852.98
FY2022	\$68,717.19	\$41,194.60	\$84,767.28	\$114,462.17	\$87,852.52	\$130,134.55						
YTD	\$68,717.19	\$109,911.79	\$194,679.07	\$309,141.24	\$396,993.76	\$527,128.31	\$527,128.31	\$527,128.31	\$527,128.31	\$527,128.31	\$527,128.31	\$527,128.31

Current month GRT collections reflects money generated 2 months prior.

*Funds in this sheet are recorded as cash received

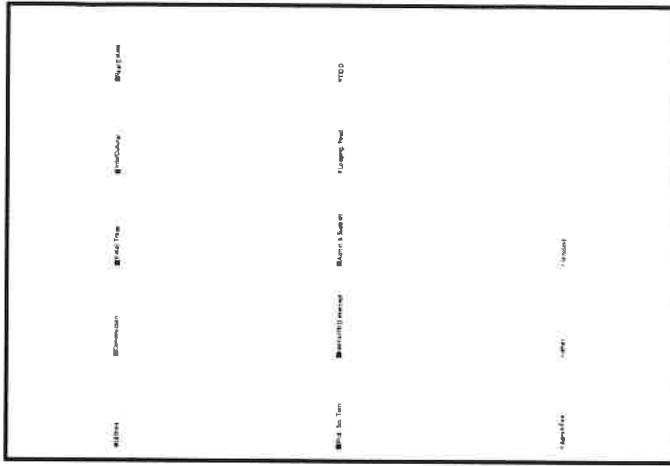
Lodger's Tax

LODGERS' TAX

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

CURRENT RATE = 5%

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2012	\$5,123.77	\$5,559.34	\$7,292.78	\$3,573.23	\$2,125.17	\$25,832.86	\$57,242.46	\$54,829.42	\$66,115.91	\$72,972.48	\$6,978.68	\$4,665.17
YTD	\$5,123.77	\$10,683.11	\$17,975.89	\$21,549.12	\$23,674.29	\$49,507.15	\$106,749.61	\$161,579.03	\$227,694.94	\$300,667.42	\$307,646.10	\$312,311.27
FY 2013	\$3,611.20	\$6,647.21	\$6,362.49	\$6,914.30	\$3,587.06	\$4,412.71	\$41,548.72	\$58,051.35	\$69,819.08	\$85,779.34	\$2,387.53	\$1,223.37
YTD	\$3,611.20	\$10,258.41	\$16,620.90	\$23,535.20	\$27,122.26	\$31,534.97	\$73,083.69	\$131,135.04	\$200,954.12	\$286,733.46	\$289,120.99	\$270,344.36
FY 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,668.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88	\$8,960.06	\$6,207.19	\$6,521.15	\$71,990.70	\$56,655.53	\$68,454.45	\$74,080.27	\$1,667.88	\$3,332.25
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,338.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY2019	\$8,692.23	\$17,791.85	\$15,936.00	\$15,977.48	\$11,905.77	\$18,255.86	\$89,403.18	\$100,794.38	\$105,205.05	\$122,892.45	\$12,426.36	\$5,097.57
YTD	\$8,692.23	\$26,484.08	\$42,420.08	\$58,397.56	\$70,303.33	\$88,559.19	\$177,962.37	\$278,756.75	\$383,961.80	\$506,854.25	\$519,280.61	\$524,378.18
FY2020	\$9,107.40	\$23,176.76	\$18,926.00	\$18,538.79	\$15,121.36	\$16,682.78	\$100,415.47	\$111,589.79	\$111,413.82	\$68,226.73	\$472.24	-\$453.54
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09	\$201,968.56	\$313,558.35	\$424,972.17	\$493,196.90	\$493,671.14	\$493,217.60
FY2021	\$8,171.37	\$15,170.58	\$12,836.91	\$17,194.52	\$14,423.38	\$6,231.96	\$55,290.11	\$42,558.56	\$84,760.20	\$96,555.93	\$10,267.66	\$7,219.30
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76	\$74,028.72	\$129,318.83	\$171,877.39	\$256,637.59	\$353,193.52	\$363,461.18	\$370,680.48
FY2022	\$18,245.95	\$38,815.26	\$26,765.37	\$22,996.72	\$22,728.29	\$23,037.99						
YTD	\$18,245.95	\$57,061.21	\$83,826.58	\$106,823.30	\$129,551.59	\$152,589.58	\$152,589.58	\$152,589.58	\$152,589.58	\$152,589.58	\$152,589.58	\$152,589.58



VILLAGE OF TAOS SKI VALLEY

Profit & Loss Prev Year Comparison

July through December 2021

	Jul - Dec 21	Jul - Dec 20	\$ Change	% Change
Ordinary Income/Expense				
Income				
4016 · Revenue - GRT ITG Telecom	125.30	0.00	125.30	100.0%
4017 Revenue GRT Comp Tax	5,768.47	0.00	5,768.47	100.0%
4012 · REVENUE -Water Sales	82,209.99	70,094.22	12,115.77	17.29%
4013 · Revenue - Sewer	309,495.61	262,168.16	47,327.45	18.05%
4018 · REVENUE- GRT HB 6	253.34	506.67	-253.33	-50.0%
4019 · REVENUE-Hold Harmless GRT	73,971.79	78,983.53	-5,011.74	-6.35%
4020 · REVENUE - GRT MUNICIPAL	321,448.13	218,399.22	103,048.91	47.18%
4021 · REVENUE - GRT- STATE	193,451.05	271,737.81	-78,286.76	-28.81%
4025 · REVENUE-LIQUOR LICENSES	1,000.00	215.00	785.00	365.12%
4026 · REVENUE - BUSINESS LICENSE	4,235.00	2,940.00	1,295.00	44.05%
4027 · REVENUE - OTHER	45,618.64	27,616.41	18,002.23	65.19%
4028 · REVENUE - GASOLINE TAX	2,686.83	2,674.33	12.50	0.47%
4029 · REVENUE - LODGER'S TAX	152,589.58	74,028.72	78,560.86	106.12%
4031 · REVENUE - PARKING FINES	35.00	500.00	-465.00	-93.0%
4034 · REVENUE - MOTOR VEHICLE FEES	8,868.70	8,789.71	78.99	0.9%
4035 · REVENUE - BUILDING PERMITS	10,498.48	26,565.57	-16,067.09	-60.48%
4036 · REVENUE -Licenses/Permits Other	760.00	80.00	680.00	850.0%
4037 · REVENUE - GENERAL GRANTS	28,104.50	303,222.71	-275,118.21	-90.73%
4040 · REVENUE - WATER CONNECTION FEES	0.00	4,699.36	-4,699.36	-100.0%
4041 · REVENUE - SEWER CONNECTION FEES	0.00	3,764.18	-3,764.18	-100.0%
4046 · REVENUE - SOLID WASTE FEE	35,395.31	30,440.18	4,955.13	16.28%
4047 · REVENUE - OTHER OPERATING	4,695.53	989.69	3,705.84	374.45%
4049 · REVENUE - FIRE GRANTS	106,403.50	76,483.60	29,919.90	39.12%
4050 · REVENUE - IMPACT FEES	0.00	6,873.40	-6,873.40	-100.0%
4058 · Plan Review Fees	1,323.77	6,535.92	-5,212.15	-79.75%
4059 · Proceed NMFA Issuance of Debt	454,115.50	0.00	454,115.50	100.0%
4100 · Miscellaneous Revenues				
4110 · Misc Revenue- TIDD reimburse	3,806.56	2,300.25	1,506.31	65.49%
Total 4100 · Miscellaneous Revenues	3,806.56	2,300.25	1,506.31	65.49%
4190 · Rental Fees	6,000.00	8,450.00	-2,450.00	-28.99%
7004 · REVENUE - FINANCE CHARGE ON W/S	2,027.64	1,001.97	1,025.67	102.37%
7005 · REVENUE - INTEREST INCOME	3,473.70	6,099.50	-2,625.80	-43.05%
7006 · REVENUE -INVESTMENT INTEREST	251.74	3,766.05	-3,514.31	-93.32%
7007 · REVENUE - INTEREST IMPACT FEES	32.16	35.29	-3.13	-8.87%
7010 · REVENUE - AD VALOREM TAX	17,137.13	139,996.93	-122,859.80	-87.76%
9000 · BEG. BALANCE	0.00	0.00	0.00	0.0%
Total Income	1,875,782.95	1,639,978.38	235,804.57	14.38%
Gross Profit	1,875,782.95	1,639,978.38	235,804.57	14.38%
Expense				

VILLAGE OF TAOS SKI VALLEY

Profit & Loss Prev Year Comparison

July through December 2021

	Jul - Dec 21	Jul - Dec 20	\$ Change	% Change
4082 · DEBT SERV - 2007 WWTP LOAN PRIN	95,422.70	94,291.21	1,131.49	1.2%
4083 · DEBT SERV. - 2007 WWTP LOAN INT	5,864.43	6,995.92	-1,131.49	-16.17%
6100 · Salary and Benefits				
6112 · SALARIES - STAFF	522,972.77	535,518.67	-12,545.90	-2.34%
6113 · SALARIES - ELECTED	17,069.91	18,382.98	-1,313.07	-7.14%
6114 · SALARIES - PART TIME	0.00	3,055.00	-3,055.00	-100.0%
6115 · Overtime salaries	6,138.86	4,400.04	1,738.82	39.52%
6121 · WORKER'S COMP INSURANCE	10,306.00	10,208.44	97.56	0.96%
6122 · HEALTH INSURANCE	106,123.48	102,132.46	3,991.02	3.91%
6125 · FICA EMPLOYER'S SHARE	33,261.99	34,252.67	-990.68	-2.89%
6126 · WORKMAN'S COMP PERSONAL ASSESS	159.10	167.70	-8.60	-5.13%
6127 · SUTA STATE UNEMPLOYEMENT	392.68	275.73	116.95	42.42%
6128 · PERA Employer Portion	48,671.62	49,743.68	-3,072.06	-6.18%
6129 · SUTA Expense Temporary Offset	154.79	0.00	154.79	100.0%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	600.00	600.00	0.00	0.0%
6133 · Life Insurance	477.38	488.41	-11.03	-2.26%
6134 · Dental Insurance	6,844.38	6,537.55	306.83	4.69%
6135 · Vision Insurance	1,202.10	1,153.14	48.96	4.25%
6136 · FICA -EMPLOYER SHARE MEDICARE	7,779.04	8,010.69	-231.65	-2.89%
Total 6100 · Salary and Benefits	760,154.10	774,927.16	-14,773.06	-1.91%
6220 · OUTSIDE CONTRACTORS	264,504.58	552,078.07	-287,573.49	-52.09%
6225 · ENGINEERING	2,064.92	80,544.04	-78,479.12	-97.44%
6230 · LEGAL SERVICES	37,364.48	76,873.20	-39,508.72	-51.4%
6242 · ACCOUNTING	8,216.23	6,680.96	1,535.27	22.98%
6244 · AUDIT	0.00	0.00	0.00	0.0%
6251 · WATER PURCHASE, STORAGE	216.46	194.92	21.54	11.05%
6252 · INTERNET	4,289.55	1,557.32	2,732.23	175.44%
6253 · ELECTRICITY	37,697.32	43,188.97	-5,491.65	-12.72%
6256 · TELEPHONE	8,513.91	8,719.22	-205.31	-2.36%
6257 · RENT PAID	750.00	0.00	750.00	100.0%
6258 · WATER CONSERVATION FEE	148.53	164.15	-15.62	-9.52%
6259 · Natural Gas	5,623.97	1,484.40	4,139.57	278.87%
6270 · LIABILITY & LOSS INSURANCE	87,390.04	78,553.82	8,836.22	11.25%
6310 · Advertising	1,438.30	298.89	1,139.41	381.21%
6312 · CHEMICALS & NON DURABLES	8,076.06	5,410.77	2,665.29	49.26%
6313 · MATERIAL & SUPPLIES	47,872.70	64,822.36	-16,949.66	-26.15%
6314 · Dues/fees/registration/renewals	5,424.76	3,471.02	1,953.74	56.29%
6315 · BANK CHARGES	1,160.64	1,011.24	149.40	14.77%
6316 · Software	5,722.89	5,766.13	-43.24	-0.75%
6317 · Personal Protective Equipment	3,275.54	9,801.72	-6,526.18	-66.58%
6318 · Postage	1,045.00	1,177.90	-132.90	-11.28%

VILLAGE OF TAOS SKI VALLEY

Profit & Loss Prev Year Comparison

July through December 2021

	Jul - Dec 21	Jul - Dec 20	\$ Change	% Change
6320 · EQUIPMENT REPAIR & PARTS	2,608.26	19,906.82	-17,298.56	-86.9%
6321 · BUILDING MAINTENANCE	0.00	45.14	-45.14	-100.0%
6322 · SMALL EQUIP & TOOL PURCHASES	28,498.37	23,485.24	5,013.13	21.35%
6323 · SYSTEM REPAIR & PARTS	1,618.50	0.00	1,618.50	100.0%
6331 · OUTSIDE TESTING SERVICES	1,938.43	2,941.70	-1,003.27	-34.11%
6332 · EQUIPMENT RENTALS	47,139.02	5,585.00	41,554.02	744.03%
6417 · VEHICLE MAINTENANCE	9,274.35	10,484.88	-1,210.53	-11.55%
6418 · FUEL EXPENSE	8,511.98	7,937.35	574.63	7.24%
6432 · TRAVEL & PER DIEM	788.79	0.00	788.79	100.0%
6434 · TRAINING	3,269.73	1,138.41	2,131.32	187.22%
6435 · Training Elected Officials	349.64	0.00	349.64	100.0%
6560 · Payroll Expenses	74.64	0.00	74.64	100.0%
6570 · Other Operations Expenses	11,946.39	9,331.08	2,615.31	28.03%
6712 · LAB CHEMICALS & SUPPLIES	1,216.83	5,737.07	-4,520.24	-78.79%
6716 · LAB TESTING SERVICES	3,693.71	3,168.54	525.17	16.58%
6720 · LAB OUTSIDE CONTRACTORS	0.00	0.00	0.00	0.0%
8322 · CAPITAL EXPENDITURES	38,522.50	28,161.05	10,361.45	36.79%
8325 · EQUIPMENT & TOOL PURCHASE	0.00	19,056.35	-19,056.35	-100.0%
8421 · NMFA Interest TML #TAOS55	19,446.30	19,719.74	-273.44	-1.39%
8428 · Debt Service GRT FY2020 repay	15,579.90	15,579.90	0.00	0.0%
8430 · USDA FY20 Interest Expense	80,953.90	87,758.82	-6,804.92	-7.75%
8431 · USDA FY20 Principal Expense	62,314.10	55,509.18	6,804.92	12.26%
Total Expense	1,729,982.45	2,133,559.66	-403,577.21	-18.92%
Net Ordinary Income	145,800.50	-493,581.28	639,381.78	129.54%
Other Income/Expense				
Other Expense				
9001 · TRANSFER TO (IN) FUND	-667,884.19	-1,026,388.41	358,504.22	34.93%
9002 · TRANSFER FROM (OUT) FUND	667,884.19	1,026,388.41	-358,504.22	-34.93%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	145,800.50	-493,581.28	639,381.78	129.54%

Less Fire Loan Distribution

(454,115.50)

Net Income (Loss)

(308,315.00)

FY2022 TIDD GRT Distribution

Date	VTSV Increment	State Increment	Admin Fees	Pay Backs	Total TIDD	NMFA & DS	Hold Harmless	VTSV Cash
7/15/2020	33,001.75	26,100.24	(470.56)		58,631.43	8,360.12	10,955.34	68,159.90
8/15/2020	91,310.13	72,214.82	(1,301.95)		162,223.00	8,360.12	17,351.58	74,233.88
9/15/2020	4,754.39	3,760.14	(67.80)		8,446.73	8,360.12	5,914.84	46,486.94
10/15/2020						8,360.12	9,054.12	82,049.26
11/15/2020	41,033.88	32,452.60	(585.07)	(5,287.34)	67,614.07	8,360.12	13,955.88	89,940.88
12/15/2020	42,857.41	33,894.84	(611.07)		76,141.18	8,360.12	20,107.93	149,265.05
1/15/2021	25,691.54	19,586.12	(366.32)		45,643.98	8,360.12	15,674.26	122,193.28
2/16/2021	20,570.43	16,268.94	(293.30)		36,546.07	8,360.12	28,223.93	251,925.28
3/22/2021	35,997.19	28,455.45	(677.71)		63,774.93	8,360.12	25,921.01	236,440.00
4/20/2021	16,939.11	13,542.64	(316.75)		30,165.00	8,360.12	23,486.48	214,210.24
5/15/2021	9,444.65	7,470.15	(177.75)		16,737.05	8,360.12	31,704.13	289,075.34
6/16/2021	38,058.81	30,658.74	(708.42)		68,009.13	8,360.12	6,105.71	55,823.77
TOTAL FY21	359,659.29	284,404.68	(5,576.70)	(5,287.34)	633,932.57	100,321.44	208,455.21	1,679,803.82

7/15/2021	22,594.97	17,869.77	(425.27)		40,039.47	8,360.12	10,081.12	68,717.19
8/15/2021	22,292.78	36,146.76	(413.32)		58,026.22	8,360.12	10,960.32	41,194.66
9/15/2021	32,826.02	51,922.38	(617.83)		84,130.57	8,360.12	13,044.53	84,767.28
10/15/2021	15,512.90	24,537.46	(291.97)		39,758.39	8,360.12	14,367.03	114,462.17
11/15/2021	16,468.83	25,649.56	(312.79)		41,805.60	8,360.12	11,695.48	87,852.52
12/15/2021						8,360.12	13,823.32	130,134.55
1/15/2022								
2/16/2022								
3/22/2022								
4/20/2022								
5/15/2022								
6/16/2022								
TOTAL FY22	109,695.50	156,125.93	(2,061.18)	-	263,760.25	50,160.72	73,971.80	527,128.37

TOTAL FY2016-FY2022	4,426,226.63	3,553,307.31	(65,893.70)	(80,952.08)	7,833,420.80	425,537.01	989,690.28	9,947,899.57
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Village Baseline

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

No TIDD distribution in December

Law Enforcement	Monthly Public Safety Report		Dec-21	Totals	Last year2020
	R. Salazar	V. Vigil			
Abandoned Vehicle	1	0		1	0
Alcohol Offense - Adult	1	0		1	0
Arrests	1	0		1	0
Assists to other Agencies	2	9		11	5
Business Alarm	2	1		3	1
Citizen Assists/Contacts	80	75		155	385
Civil Stand-by/Civil Complaint	0	1		1	1
Disorderly /Disturbance	1	0		1	0
Domestic Calls	1	0		1	0
Foot Patrol Hours	40	25		65	150
Fraud Complaint	0	1		1	0
Harassment	1	1		2	1
Law Unknown/Information	0	2		2	2
MVC's	2	3		5	2
Private Property Crash	1	1		2	2
Reckless Driver	0	2		2	3
Residential Alarm	4	0		4	0
Suspicious Persons/Vehicles	3	2		5	0
Traffic Enforcement Hours	24	16		40	83
Traffic Hazard	12	5		17	0
Traffic Stops	4	0		4	14
Tresspass Warnings	2	1		3	1
Verbal Warnings	0	5		5	14
Welfare Check	3	1		4	5
Written Citations	2	0		2	0
Written Warnings	4	0		4	1
Fire Alarm	3	3		6	1
Fire Calls	0	4		4	2
Fire/EMS	0	5		5	0
SAR	0	1		1	0

Monthly Accomplishment- We were able to rebase the Police Department (apt # 6) and connect the internet, computers, phone line etc.. We are now fully operational. Were also working on renaming the Department from the Village of Taos Ski Valley Department of Public Safety to the Village of Taos Ski Valley Police Department since the Fire Department/Ems became a separate department a few years ago. With the separation we don't meet the requirement of a DPS Department, but however we do meet the requirements of a Certified Police Department (most DPS Departments in New Mexico have made this change, due to excessive call volume and limited officers). We also contacted the DOT (Department of Transportation) to continue working on Chief Trujillo's project of resigning the state speed limit signs to 35 mph on State Road 150 in the village limits and also obtain a permit for a new Village of Taos Ski Valley sign as you enter the village limits.

Report for Taos Ski Valley Fire Rescue

Month of December

Calls

- Fire Calls
 - 7 Fire alarm
 - 1 Smoke Alarm
 - 1 Smell of Gass
- EMS/SAR
 - 1 Motor Vehicle Accident
 - 2 Public Assist
 - 6 Medical Call

Total of 18 calls for the month of November

Total calls year to date are 115

Inspections performed residential: 7

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family and commercial: 1

Permits issued since last council meeting:

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.

Narrative of other activities:

1. Surveyed the Village properties and many of the homes for damage from the Dec. 15 weather event. The following days I contacted absentee homeowners about damage. Coordinated public works response to one home where power was not restored to shut water service and drain system preventing plumbing damage. On day of storm four homes were identified as having immediate damage, none extensive. The Village Police Siren was discovered as possible total loss having been knocked over by a falling tree. Gas was found to be leaking from TSV inc. generator propane tank in the Kachina Basin. TSV was notified and they responded. . Damage to the Police Office was reviewed Jan. 20 by Taos County Office of Emergency Management, Mark Ortega and Personnel from the State Department of Homeland Security and Emergency Management. Eric Brummett and Fenicia Ross of the Response and Recovery Bureau and Leah Baldonado of the Preparedness Bureau were in attendance. At this writing we are still awaiting a visit from adjusters from the Self Insurer's Fund of the Municipal League.

2. Planning for administration of the Non-Federal Lands Grant has ramped up as a draft Memorandum of Agreement has been received from State Forestry. Additional work is to be done to complete the draft before Council presentation. Preliminary risk rating systems of properties are being drafted to review properties for WUI fire safety with assistance of Scotney Blackburn, Enchanted Circle Corps Member.

3. A meeting is scheduled at this writing for Monday, Jan 24 with J.R. Logan, Taos County WUI Coordinator for review of the Draft Memorandum of Agreement with State Forestry for the NFL Grant.

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

Projects Updates and Key Initiatives:

Twining Road Reconstruction Project - Preliminary engineering and design completed. Intent remains to have all engineering and design work completed during 2022. Funding obtained FY 2021 to completed final project design and engineering. Drainage, utility, and grade improvements are significant project components. Actively seeking funding for the estimated \$5M necessary to begin construction.

Water Plan Report - Project has evolved into a collaboration effort between TSVI and the Village. Report completed in December and tentatively scheduled for P&Z consideration during February meeting. New report will provide a concise summary of VTSV's water supply across time and various expected climatic conditions and the projected water demand into the near and medium-term future. Report will delineate how much water supply remains to serve new and projected development. The concise summary report will help guide land use planning and development decision making.

Development Impact Fees Updated Study - Ordinance update and new fee schedule to comply with the NM Development Fees Act to be considered at January Council meeting.

Avalanche Hazard Assessment & Mapping Update - A detailed review and report to update the village's avalanche hazard maps and the existing avalanche hazard zoning ordinance. The existing avalanche hazard maps are based on a 2001 Study by Arthur I. Mears, P.E. Since 2001, notable advances in avalanche science and new snow and avalanche data will lead to improvements in the Village's understanding and better land use regulations to protect the public's health, safety, and welfare. The Update continues to be delayed due to recurrent procurement issues, putting at-risk Village residents, visitors, and property. Necessary fieldwork will not be initiated until summer 2022 or later.

TSVI/Firehouse Project - Submission of site planning and Certificate of Compatibility documents received mid-January and are currently under staff review.

Planning GIS Office - Ongoing task/project work includes continued coordination on E911 NexGen Compliance and address updating, Village trail system mapping and dashboard

development, Village public roads inventory and map, staff training on GIS functionality and to improve workflow efficiency, and wildland fire rating system development.

AmeriCorps Program Coordination - The Village is presently hosting an AmeriCorps Member during the 2021-22 program year. Scotney Blackburn began her service year with the Village on October 12th. Until late August 2022, she will be assisting the Village Park & Recreation Committee on numerous tasks and activities such as trail design and construction, signage, special events, and community outreach. In addition, she will be supporting the FireWise Committee on wildfire mitigation measures and Village-wide property fire hazard assessments as well as expanding the Village's social media presence.

Planning Commission Meetings - Next scheduled meeting is February 7, 2022.

PUBLIC WORKS UPDATE

January 25, 2022

- Water:
 - Monthly sampling
 - Maintenance and Repairs
 - Water shutoffs at couple of residential homes due to power outages from the windstorm
 - Water leaks due to frozen water lines
 - Preventive shutoff due to damage to electrical equipment for the residence
 - Water usage up 72.5% from the month of November.
- Wastewater:
 - Plant Operations
 - Had a couple of excursions:
 - Total Phosphorus
 - Breakdown of the chemically bound Phosphorus
 - Limited wasting and reintroduced Phosphorus from the sludge centrifuge centrate coming from the dewatering process
 - Total Nitrogen and Ammonia
 - Start up of two additional treatment trains for the OVIVO system testing
 - Interruption of the Nitrogen cycle
 - Cold temperatures with the temporary treatment plant
 - Weakened biology due to the change in process and increased flows

Date	BOD Data		pH	TSS		NH ₃ (Ammonia)		Total P		Flow, MGd	E.Coll	Fecal	Date	Total N: mg/L	Total N: lb/d	Influent Flow
	mg/L	lb/d		mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	Daily	CFU	CFU		TKN + NO ₃ + NO ₂	TKN + NO ₃ + NO ₂	MG
2	2.00	0.33	7.62	0.10	0.02	3.10	0.51	1.10	0.18	0.020			2	6.50	1.08	0.01
8			7.69							0.019	1.00	1.00	8	0.00	0.00	0.02
9			7.59			0.42	0.08	0.12	0.02	0.023			9	2.78	0.52	0.02
15	2.00	0.42	7.81	0.10	0.02	0.42	0.09	0.07	0.01	0.025		1.00	15	2.61	0.54	0.03
21			7.55			2.90	1.24	0.08	0.04	0.051			21	6.88	2.93	0.06
22			7.68							0.051	1.00	1.00	22	0.00	0.00	0.07
29			7.56			12.00	6.09	0.07	0.04	0.061			29	18.50	9.39	0.0
Total		0.75			0.04		8.01		0.29	1.193			Total	Total Nitrogen		1.51
7 Day Avg (MAX)	2.00	0.42	7.89	0.10	0.02	12.00	6.09	1.10	0.18	0.085	1.00	1.00	7 Day Avg	18.60	13.14	0.0
Min	2.00	0.33	7.20	0.10	0.02	0.42	0.08	0.07	0.01	0.017	1.00	1.00	Min	mg/L	lb/d	0.01
30 Day Avg (AVG)	2.00	0.37		0.10	0.02	3.77	1.60	0.29	0.06	0.038	1.00	1.00	30 Day Avg	7.45	2.89	0.04883
		99.35			99.95											

- Staff
 - We still have an open position in Public Works.
- OVIVO equipment testing for the plant upgrade for contract completion.
 - Testing to prove plant capacity
 - Flux testing – Confirm sustainable flux at a target Mixed Liquor Suspended Solids (MLSS).
 - MLSS testing - Determine the maximum sustainable MLSS at the target flux.
 - Temperature Effect – Test to quantify the impact of the colder water temperature on plant performance.
 - IWS support
 - Set up a temporary treatment facility for system backup during the tests and high flow situations.
- Plant and Collections Update
 - Compared to the flow in 2020, we are down 6.3% for the month of December.
- Moved Lab equipment from shop back down to the main Wastewater Treatment Plant

- Roads:
 - Started to maintain drainage along the roadway
 - Cleaning of the Drop Inlets (DI's) and bar ditch maintenance
 - Plowing Snow
 - Opening snow storage areas
 - Cleaned up in Kachina Village area from the windstorm
 - Removal of downed trees in the Roadway
 - Snow removal to get to dangerous trees near the roadways
- Equipment
 - Routine equipment maintenance
 - Maintenance of the equipment for snow removal
 - Snow Chains on equipment
- General Public Work tasks
 - Housekeeping in the buildings
 - Housekeeping around the Wastewater Treatment Plant

DMR Copy of Record

Permit Permit #: NM0022101 Major: Yes		Permittee: TAOS SKI VALLEY, VILLAGE OF 7 FIREHOUSE RD. TAOS SKI VALLEY, NM 87525		Facility: Facility Location: TAOS SKI VALLEY, VILLAGE OF 7 FIREHOUSE RD. TAOS SKI VALLEY, NM 87525	
Permitted Feature: 001 External Outfall		Discharge: 001-A TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO		Status: NetDMR Validated	
Report Dates & Status Monitoring Period: From 12/01/21 to 12/31/21 Considerations for Form Completion		DMR Due Date: 01/15/22		Telephone: 575-776-0220	
Principal Executive Officer First Name: Anthony Last Name: Martinez		Title: Public Works Director			
No Data Indicator (NODI) Form NODI:					

Code	Parameter Name	Season #	Monitoring Location	Param. NODI	Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 3	Value 3	Qualifier 4	Value 4	Units	# of Ex.	Frequency of Analysis	Sample Type
00310	BOD, 5-day, 20 deg. C	0	1 - Effluent Gross	-	Sample = 0.37 Permit Req. Value NODI	23.8 30DA AVG	0.42	357.7 DA AVG	26 - lb/d	2.0	30.0 30DA AVG	2.0	19 - mg/L	0	0230 - Twice Per Month	24 - COMP24	
00400	pH	0	1 - Effluent Gross	-	Sample = 7.2 Permit Req. Value NODI	6.6 MINIMUM			26 - lb/d	7.69			12 - SU	0	05DW - 5 Days Every Week	GR - GRAB	
00530	Solids, total suspended	0	1 - Effluent Gross	-	Sample = 0.02 Permit Req. Value NODI	23.8 30DA AVG	0.02	357.7 DA AVG	26 - lb/d	0.1	30.0 30DA AVG	0.1	19 - mg/L	0	0230 - Twice Per Month	24 - COMP24	
X 00600	Nitrogen, total [as N]	0	1 - Effluent Gross	-	Sample = 2.89 Permit Req. Value NODI	13.65 30DA AVG	13.14	20.57 DA AVG	26 - lb/d	7.45	0.2 30DA AVG	18.6	19 - mg/L	1	0107 - Weekly	24 - COMP24	
X 00610	Nitrogen, ammonia total [as N]	0	1 - Effluent Gross	-	Sample = 1.6 Permit Req. Value NODI	5.34 30DA AVG	6.09	5.34 7 DA AVG	26 - lb/d	3.77	3.2 30DA AVG	12.0	19 - mg/L	3	0230 - Twice Per Month	24 - COMP24	
X 00665	Phosphorus, total [as P]	0	1 - Effluent Gross	-	Sample = 0.06 Permit Req. Value NODI	0.8 30DA AVG	0.18	1.27 DA AVG	26 - lb/d	0.29	0.5 30DA AVG	1.1	19 - mg/L	1	0230 - Twice Per Month	24 - COMP24	
50050	Flow, in conduit or thru treatment plant	0	1 - Effluent Gross	-	Sample = 0.042 Permit Req. Value NODI	Reg Mon 30DA AVG	0.038	Reg Mon 7 DA AVG		0.085	Reg Mon DAILY MAX		03 - MGD	0	0101 - Daily	TM - TOTAL	
50060	Chlorine, total residual	0	1 - Effluent Gross	-	Sample = 19.0 INST MAX Permit Req. Value NODI	9 - Conditional Monitoring - Not Required This Period							28 - ug/L	0	05DW - 5 Days Every Week	GR - GRAB	
51040	E. coli	0	1 - Effluent Gross	-	Sample = 1.0 Permit Req. Value NODI	126.0 30DAVGE0	1.0	235.0 DAILY MAX		1.0			32 - CFU/100mL	0	0230 - Twice Per Month	GR - GRAB	

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: PUBLIC HEARING: Consideration to Approve Amended Ordinance No. 2022-71 Establishing a Local Cannabis Business License and Adopting Regulations Regarding Cannabis

DATE: January 25, 2022

PRESENTED BY: Susan Baker, Village Attorney

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND: The proposed Ordinance establishes a local license for cannabis establishments within the Village limits. It also creates general regulations regarding the use of cannabis and cannabis infused products.

According to the New Mexico Cannabis Regulation Act (“the Act”), the Village has the authority to regulate the “time, place and manner” of cannabis uses within the Village’s jurisdictional limits. The Act does not specify limitations on the Village’s authority, except that the Village cannot require a cannabis establishment to be located more than three hundred (300) feet from a school, and cannabis establishments cannot be prohibited. The State has authorized local governments to require local business licenses for cannabis establishments and to enact zoning regulations to ensure compatibility with surrounding neighborhoods.

The Village Council previously adopted this Ordinance in August 2021, with a sunset provision effective January 31, 2022. Staff now requests that the Council consider readopting the Ordinance in this revised form. The revisions simplify the previous Ordinance, but the general content of the regulation is substantially the same. The Village Council has also recently passed zoning regulations regarding cannabis in amendments to Village Zoning Ordinance No. 22-30.

The proposed Ordinance provides for a local cannabis business license and requires the applicant to meet certain conditions such as establishing a permanent bricks and mortar/legal location, avoidance of noxious odors, compatibility with adjacent businesses or residences, adequate ventilation, and limiting displays of cannabis products on the outside of the establishment (the State has dictated that the Village cannot limit signage, except as set forth in the sign regulations). The license fee is \$250 dollars, which mirrors the amount the Village has historically charged for a local liquor license. The ordinance also limits marijuana use in public places such as public sidewalks, public parking lots, and the Village Plaza.

The Ordinance limits uses in residential areas. Because cannabis operations are known to have a pungent smell and may use strong chemicals in production and manufacturing, it is important to enact regulations to limit its effects on adjacent businesses and residents. For this reason, allowing for a "home business cannabis" operation is not compatible with a residential neighborhood. However, regarding personal use of cannabis, the Act allows for six mature plants and six immature plants per person, for a maximum of twelve plants per household. The proposed Ordinance prohibits cannabis sales, production, and manufacturing operations in a residential zone. These prohibitions are also described in Ordinance No. 22-30. The ordinance adopts a penalties provision, which will apply to illegal use in public places and violation of the local limits on growing for personal use. It will also apply to sellers, producers, or growers who do not have a State license. Where an establishment has a State license in place, the NM Cannabis Regulation Act provides that no criminal penalties may apply. Therefore, the Ordinance allows for the revocation of a local business license (rather than criminal penalties) where a State license is already in place.

STAFF RECOMMENDATION:

Staff recommends adopting the proposed Ordinance on second reading.

**VILLAGE OF TAOS SKI VALLEY
ORDINANCE NO. 2022-71**

**AN ORDINANCE OF THE VILLAGE OF TAOS SKI VALLEY ESTABLISHING A LOCAL CANNABIS BUSINESS LICENSE; CREATING RULES REGARDING THE ISSUANCE OF A LOCAL LICENSE; ESTABLISHING REGULATIONS FOR THE USE OF CANNABIS ON PUBLIC PROPERTY AND IN PUBLIC PLACES; LIMITING THE SALE, PRODUCTION, MANUFACTURE AND CULTIVATION OF CANNABIS AND CANNABIS INFUSED PRODUCTS TO CERTAIN ZONE DISTRICTS; LIMITING GROWING AND CULTIVATION IN RESIDENTIAL AREAS TO
PERSONAL USE ONLY**

WHEREAS, local governments are authorized by the State of New Mexico to regulate “time, place, and manner” in relation to cannabis as set forth in the New Mexico Cannabis Regulation Act, as amended;

WHEREAS, the Village Council finds and declares that cannabis issues are a matter of local concern and municipal interest, recognizing the Village’s police and zoning powers under NMSA Sections 3-17-1, 3-18-1, and 3-21-1;

WHEREAS, this Ordinance is enacted to license the sale, manufacturing, production, and cultivation of cannabis within the Village and is in addition to any zoning regulations for cannabis and cannabis infused products established by the Village’s Zoning Ordinance No. 22-30.

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

Section I. Purpose.

This Ordinance adopts local regulations, in addition to those in the Village’s Zoning Regulations, Ordinance No. 22-30, regarding the sale, production, distribution, manufacture, cultivation and use of recreational and medical cannabis within the Village of Taos Ski Valley.

Section II. Definitions.

The following definitions apply throughout this Ordinance and supplement the definitions provided in the New Mexico Cannabis Regulation Act, as amended.

(1) "Adjacent grounds" means all areas that the licensee has an exclusive right to possess by virtue of his ownership or lease, which are outside the enclosed licensed premises, but adjacent and contiguous to the licensed premises, including but not limited to porches, patios, decks, entryways, lawns, parking lots, and similar areas and all fixed and portable things in those areas, including but not limited to lights, signs, speakers, and security devices.

(2) "Approve a cannabis business license" means to find that the requirements for a license have been met, but does not give the applicant the right to operate a cannabis establishment in the Village until the license is issued. This standard applies even where the applicant has already obtained a State of New Mexico cannabis license.

(3) "Cannabis" except where the context clearly indicates otherwise, means growing cannabis plants, harvested cannabis in any state, and cannabis infused products of all kinds, including for medical use, and as that term is defined in the New Mexico Cannabis Act. For the purpose of this Ordinance, the term cannabis and medical cannabis are interchangeable.

(4) "Cannabis Establishment" means an entity licensed by the Village pursuant to this Ordinance and may include any of the following:

(a) A single retail location where the licensee may sell cannabis and cannabis infused products to consumers, including edibles. It includes both recreational and medical cannabis.

(b) An offsite manufacturing and production facility at which the licensee may manufacture and produce cannabis and cannabis infused products, which are not sold on location but are sold or transferred to consumers at other locations. It includes both recreational and medical cannabis.

(c) A cultivation facility at which the licensee may grow or cultivate cannabis and cannabis infused products, which are not sold on location but are sold or transferred to consumers at other locations. It includes both recreational and medical cannabis.

(d) A combined retail, production, and manufacturing location where the licensee may produce and manufacture cannabis and cannabis infused products, including edibles, and also sell these products to consumers at the same location. It includes both recreational and medical cannabis.

(e) A combined retail, production, manufacturing and cultivation/growing location, where the licensee may cultivate and grow cannabis, produce and manufacture cannabis, including cannabis infused products and edibles, and also sell these products to consumers at the same location. It includes both recreational and medical cannabis.

(5) "Cannabis business license" means any of the licenses described in this Ordinance, as amended.

(6) "Complaint" means a document filed with the Village seeking sanctions against a cannabis business license.

(7) "Contiguous" means located within the same building as the cannabis establishment, located in a separate building on the same parcel of land as the cannabis establishment, or located in a separate building on a separate parcel of land that is adjacent to and shares at least fifty percent (50%) of a common lot line with the lot on which the cannabis establishment is located.

(8) "Employee" means the licensee's or proposed licensee's employees.

(9) "Harm" or "harmful to public health, safety or welfare" means any matter that adversely affects the health, safety, or welfare of any person or group of persons within the Village or any adjacent community, including but not limited to matters related to crime, lighting, security, traffic, graffiti, litter, parking, and noise. A showing of actual harm shall not be required and a showing of potential or threatened harm shall be sufficient. Any violation of any criminal statute or ordinance is per se substantially harmful to public health, safety, and welfare, without any showing of actual or threatened harm. The mere possession, advertising, sale, cultivation, processing, smoking, or ingestion of cannabis or cannabis infused products, when performed lawfully, shall not in itself be considered harmful to public health, safety, and welfare.

(10) "In public" means any area that the public may generally enter, including any business open to the public. The term includes the licensed premises and the adjacent grounds if the cannabis establishment has not also obtained a consumption license from the State of New Mexico. The term includes persons in motor vehicles located in a public place. It also includes property owned or leased by the Village, State or Federal government.

(11) "Issue a cannabis business license" means to finalize the Village's local license after a previous approval of the license, and may or may not occur after approval of the license, depending on any completions, inspections, approvals, or conditions that the Village may require to be satisfied before issuance. Issuance gives the licensee the ability to operate a cannabis establishment, provided that the licensee also obtains a valid State of New Mexico license.

(12) "License" under this Ordinance means a local cannabis business license issued by the Village of Taos Ski Valley for the sale, production, manufacturing, cultivation, or distribution of cannabis or cannabis infused products.

(13) "Licensee" means the person or entity holding a local Village cannabis business license under this Article.

(14) "Licensed premises" means the area inside a building in which the cultivation, manufacture, processing, infusion, possession, weighing, display, packaging, sale, and exchange of cannabis and cannabis infused products is licensed under this Ordinance.

(15) "Person" means any natural person and any entity.

(16) "Public property" means property that is occupied, owned, controlled or operated by the Federal, State, or Village government.

Section III. General Requirements.

(1) It shall be unlawful to use, sell, manufacture, cultivate, produce or distribute cannabis on public property within the Village of Taos Ski Valley, unless authorized by the Village's Zoning Ordinance No. 17-30 or the laws of the State of New Mexico.

(2) Cannabis establishments shall not allow a person to consume cannabis on site, or on adjacent grounds, except where authorized by the New Mexico Cannabis Regulation Act, as amended, and the Village zoning ordinance, including requirements to obtain a State consumption license.

(3) Cannabis establishments shall provide for proper and secure disposal of all cannabis products and byproducts, and shall abide by the Village's regulations regarding rubbish and discharges into the municipal wastewater system.

(4) Cannabis establishments shall not emit fumes, dust, odors or vapors into the environment or disturb adjacent uses.

(5) Cannabis establishments shall not display or keep visible from outside the licensed establishment any cannabis products or paraphernalia.

Section IV. Establishing a Village Cannabis Business License.

(1) This Ordinance establishes a local Village cannabis business license and distinct rules for the licensing of cannabis and cannabis infused products within the Village of Taos Ski Valley. These local rules and regulations are in addition to licensing requirements established by the State of New Mexico. The Village shall have the authority to grant or deny a local Village cannabis business license as set forth herein.

Section V. Requirements of the Village Cannabis Business License.

(1) The Village of Taos Ski Valley, as the local cannabis business licensing authority, shall have the following powers and authority:

(a) To issue, deny, or revoke a Village cannabis business license and renewals of the same, and to conduct public hearings related thereto.

(b) To impose any sanctions on a Village cannabis business license, including revocation, upon its own authority and initiation, or in response to a complaint by any person for any violation by the licensee after investigation and a public hearing, at which the licensee shall be afforded an opportunity to be heard. Such hearings will allow for the presentation of evidence by the applicant and Village staff and will be followed by the adoption of formal findings and conclusions.

(c) To adopt application forms, fees, and submission requirements for a Village cannabis business license.

(2) No person or corporate entity may operate a cannabis establishment within the Village without first obtaining a Village cannabis business license.

(3) All licenses will be administered and approved by the Village provided that the applicant has met all conditions and requirements established herein and paid the licensing fee of \$250.00.

(4) It is illegal to operate a cannabis establishment in the Village without first obtaining a local Village cannabis business license.

(5) Upon issuance, the Village's cannabis business license shall be displayed within the premises and be visible to public view.

Section VI. General Licensing Requirements.

In order to obtain a Village cannabis business license under this Ordinance, the applicant must demonstrate the following:

(1) The proposed licensed premises and adjacent grounds must meet all requirements for issuance of a State of New Mexico cannabis license as well as all applicable laws and regulations.

(2) The applicant shows proof of a valid State of New Mexico cannabis license.

(3) The applicant has met all requirements, including payment of any applicable taxes and fees, both state and local.

(4) The applicant has obtained a separate Village business license for any other business activity that will also be operated on the licensed premises and paid all applicable license fees.

- (5) The premises and adjacent grounds are not licensed or operated as an establishment for the sale or service of alcohol beverages, a massage parlor, a dance hall, adult business, or an amusement facility.
- (6) The applicant has submitted an application on the established forms, that the Village Clerk has determined is complete.
- (7) The applicant has demonstrated that the proposed licensed premises is located on or within designated zones that allow for the proposed use. Any additional conditional use permit requirements must be met before a license will issue.
- (8) The applicant has demonstrated compliance with all minimum distance requirements under the Village's zoning ordinance and state law.
- (9) The applicant must demonstrate that the proposed licensed premises is not located within three hundred (300) feet of any public or private school or other childcare facility. The distances referred to in this paragraph are to be computed by direct measurement from the nearest property line of the land used for a school or campus, to the nearest portion of the lot that is the situs of the building that is proposed for a licensed premises.
- (10) The applicant must specify the type of cannabis establishment involved, whether retail, manufacturing, production, cultivation or a combination of these.

Section VII. Personal Requirements for the Village Cannabis Business Licensee

- (1) The applicant for a Village cannabis business license, principals, registered manager, and employees must meet all requirements under New Mexico State law.
- (2) The applicant, principals, registered manager, and employees must be at least twenty-one (21) years of age.

Section VIII. Specific Requirements Regarding the Premises.

- (1) The proposed licensed premises are located in a fixed permanent, non-portable building and are not located in a movable or mobile structure or in a vehicle, nor is it operated as a home occupation under Village regulations.
- (2) The size of the premises is compatible and compliant with the applicable zoning district limitations regarding square footage.
- (3) The applicant must have sole legal control of the proposed licensed premises at the time the application is submitted, under a lease that is presently in effect or through present ownership of the proposed licensed premises as shown by a deed or other instrument of record. The applicant must show proof that the lessor has agreed to use of the premises as a cannabis establishment.

(4) All storage, dispensing, manufacture, production, and cultivation activities shall be conducted indoors in a building meeting the requirements of Subsection (1).

(5) Plants, products, accessories, and associated paraphernalia shall not be visible from a public sidewalk or right-of-way.

(6) The proposed licensed premises must have a suitable limited access area where the cultivation, display, storage, processing, weighing, handling, and packaging of cannabis and cannabis infused products occurs, which is posted "employees only," and is separated from the areas accessible to the public by a wall, counter, or some other substantial barrier designed to keep the public from entering the area.

(7) The applicant has submitted a security plan for the proposed licensed premises, which has been inspected and approved by the Village's Police Department or Building Official, and showing at least the following minimum security measures:

(a) All doors, windows and other points of entry have secure and functioning locks;

(b) A locking safe or enclosed secured storage located inside the proposed licensed premises in which any cannabis and cannabis infused products will be secured when the licensed premises are not open to the public;

(c) If the licensed premises are connected by any passage or entryway to any other premises, there is a door between the two (2) premises that can be locked from the licensee side and cannot be opened from the other side;

(d) All licensing requirements established by the State of New Mexico.

(8) The proposed licensed premises and adjacent grounds comply with all zoning, health, building, plumbing, mechanical, fire, and other codes, statutes, and ordinances, as shown by completed inspections and approvals from the Village's Building Official.

(9) The proposed licensed premises is equipped with a ventilation system with carbon filters sufficient in type and capacity to eliminate cannabis odors emanating from the interior to the exterior discernible by a reasonable person, including to any public property or right-of-way within the Village. The ventilation system must be inspected and approved by the Village Building Official.

(10) The proposed licensed premises is located in a building that does not share any doors, windows, air passages, vents, ducts or any heating, ventilation, air conditioning, or air handling equipment or structures with any other residential building.

(11) Walls, barriers, locks, signs and other means are in place to prevent the public from entering the area of the proposed licensed premises utilized for cultivation or production and manufacturing.

(12) No portion of the building in which the proposed licensed premises are located is utilized as a residence.

(13) The proposed licensed premises must ensure that the ventilation system, air filtration, building screening requirements, necessary security apparatus and lighting are all compatible with neighboring businesses and adjacent uses.

(14) Every licensee and its principals, registered manager, and employees have a continuing duty to ensure that the requirements of this Section are met after the license is issued and at all times that the license remains in effect.

(15) The licensee abides by all Village ordinances regarding signage, land use and zoning, water service, lighting, and wastewater discharge.

Section IX. Changes to License.

(1) No licensee shall make any of the following major changes without first obtaining the written approval of the Village:

(a) Any transfer of the license or any ownership interest in the licensee entity or license.

(b) Any change in location of the licensed premises.

(c) Any change in the licensee's owners or principals.

(d) Any change in the structure, walls, doors, windows, ventilation, plumbing that could affect adjacent properties.

Section X. Cultivation and Growing for Personal Use.

(1) Individuals may possess, cultivate and grow cannabis in their residence, including in a residential zoning district, but only for their personal use and subject to the following limitations as established under the New Mexico Cannabis Regulation Act, as amended:

(a) An individual must be at least twenty-one (21) years of age.

(b) It is unlawful to grow, cultivate, or process more than the designated number of cannabis plants per person, and per residence set forth in the New Mexico Cannabis Regulation Act, as amended, and any other applicable laws of the State of New Mexico.

(c) Any growing, cultivation or production of cannabis or cannabis infused products for personal use shall not be sold or transferred to third parties for future sale.

(d) No cannabis sale, production, distribution, manufacturing or cultivation shall be allowed in a residential zone district, except for personal use and as specifically set forth herein.

Section XI. Granting the License

(1) The Village cannabis license shall be granted by formal approval of Village staff upon meeting the requirements set forth in herein.

Section XII. Revocation of License.

(1) Any person in violation of a local Village cannabis license as set forth herein is subject to revocation for violations of this Ordinance, other Village ordinances, New Mexico State or Federal laws.

(2) If the Village finds that there is probable cause that a violation has occurred, or if a formal complaint is received by Village staff or a third party, the Village will immediately investigate the alleged violation.

(3) Upon evidence of a violation, the Village shall notify the licensee in writing of the specific allegations and the date of hearing scheduled for the Village Council to consider the revocation, formal complaint, or any other appropriate action involving the license.

(4) During the license revocation hearing, the Village Council will hear evidence from Village staff and the licensee. Each party will be given an opportunity to be heard, to present witnesses, to cross examine witnesses, and to present evidence and exhibits in support of his or her case. At the conclusion of the hearing, the Village Council will make formal findings as to the reasons for revoking the license or allowing it to remain in place with conditions.

(5) If a cannabis license issued under this Ordinance is revoked, the licensee must cease doing business immediately, or as prescribed by the Village.

Section XIII. Penalties Provision.

To the extent permitted by law, any violation of this Ordinance will result in a citation with penalties of up to \$300 for each separate violation, and with possible cumulative penalties for each day a violation continues. Penalty provisions shall apply only as permitted under the laws of the State of New Mexico.

Section XIV. Repeal of Conflicting Provisions.

All Village ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any part thereof, are hereby superseded and repealed.

Section XV. Severability Clause.

If any court of competent jurisdiction or the State of New Mexico finds any provision of this Ordinance to be unlawful, this provision shall be severable and the remainder of this Ordinance shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2022.

VILLAGE OF TAOS SKI VALLEY, NEW MEXICO

Christof Brownell, Mayor

ATTEST:

Ann Wooldridge, Village Clerk

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

AGENDA ITEM TITLE: Review and Consideration to Publish and Post Ordinance No.2022-30 Amending Ordinance No. 22-30, Sections 6.22 and 6.37 and Repealing and Replacing Section 13.4 and Section 23 to Establish Procedures for the Adoption and Implementation of Revised Development Impact Fees

DATE: January 25, 2022

PRESENTED BY: Susan Baker, Village Attorney

John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND: The proposed Ordinance updates existing provisions in the Village's Zoning Ordinance No. 22-30 to better comply directly with the New Mexico Development Fees Act. The Ordinance defines how the Village may assess development impact fees on new development. It also specifically addresses refunds and credits of development impact fees as set forth in the Act.

The appendix attached to the Ordinance establishes proposed development impact fees following the Council's previous adoption of the Land Use Assumptions and Capital Improvements Plan.

STAFF RECOMMENDATION:

Staff recommends discussion of the proposed ordinance and a decision to publish and post for second reading. Staff also recommends that the attached updated development fees be adopted with the proposed Ordinance for second reading, at which time a public hearing will be held.

**VILLAGE OF TAOS SKI VALLEY
ORDINANCE NO. 2022-30**

**AN ORDINANCE OF THE VILLAGE OF TAOS SKI VALLEY,
AMENDING ORDINANCE NO. 22-30, SECTIONS 6.22 and 6.37,
TITLED "DEFINITIONS;" REPEALING SECTION 13.4, TITLED
"IMPACT FEES;" AND REPEALING AND REPLACING SECTION 23,
TITLED "DEVELOPMENT IMPACT FEES;" AND ESTABLISHING
PROCEDURES FOR THE ADOPTION AND IMPLEMENTATION OF
REVISED DEVELOPMENT IMPACT FEES, ALL IN ACCORDANCE
WITH THE NEW MEXICO DEVELOPMENT FEES ACT, NMSA SECTION
5-8-1, *et. seq.***

WHEREAS, the imposition of development impact fees by municipal governments is authorized under the New Mexico Development Fees Act ("the Act"), NMSA Section 5-8-1, *et. seq.*, as amended, and ensures that new development pays its proportionate share of the capital costs related to the additional demand for public facilities; and

WHEREAS, the Village Council recognizes that new development causes and imposes increased demands on public facilities, so that development impact fees should be adopted, implemented and collected for new development in relation to the following capital improvements and in compliance with the Act:

(a) Water supply, treatment and distribution facilities and wastewater collection and treatment facilities and storm water, drainage and flood control facilities;

(b) Roadway facilities located within the service area, including roads, bridges, bike and pedestrian trails, bus bays, rights-of-way, traffic signals, landscaping and any local components of state and federal highways;

(c) Buildings for fire, police and search and rescue, as well as essential equipment related thereto;

(d) Parks, recreational areas, open space, trails and related areas and facilities; and

(e) Any other facilities and capital projects authorized by the Act; and

WHEREAS, the Village Council appointed a Capital Improvements Advisory Committee (CIAC), pursuant to the Act, in order to review Land Use Assumptions (LUA), and a Capital Improvements Plan (CIP). The CIAC reviewed and made recommendations to the Village Council regarding the LUA and CIP, and the Council adopted the LUA on September 28, 2021, and the CIP on December 14, 2021. Both the LUA and CIP were also reviewed by the Village Planning and Zoning Commission, with recommendations to the Village Council.

WHEREAS, the Village Council believes that establishing and assessing development impact fees is necessary to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable directly to new development, and in compliance with the Act; and

WHEREAS, through adoption of this Ordinance, the Village Council seeks to protect the public welfare through the implementation of fair and accurate development impact fees in full compliance with the Act; and finds that there exists a rational relationship and proportionality between the capital costs of providing public facilities as set forth herein, and the

development impact fees imposed on new development under this Ordinance to account for those facilities.

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:

Section I. Definitions

Village Ordinance No. 2022-30, Section 6.22, titled "Definitions," is hereby amended to add the following new or amended terms:

Capital improvement means land or facilities for purposes of construction or improving public facilities; for transportation and transit, including without limitation, streets, street lighting and traffic control devices and supporting improvements, roads, overpasses, bridges, and related facilities; storm drainage facilities; for water and wastewater facilities; for parks and recreation improvements; for acquisition of open space; for public safety, including police and jail facilities; for public buildings of all kinds; and for any other capital project identified in the Village's Capital Improvement Plan (CIP). Capital improvement also includes the design, engineering, inspection and testing, planning, legal, land acquisition, and all other costs associated with construction of a public facility.

Capital improvements plan means a plan required by the New Mexico Development Fees Act and that identifies capital improvements or facility expansion for which impact fees may be assessed.

Development impact fee means a charge or assessment imposed by the Village on new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump sum charges, capital recovery fees, contributions in aid of construction, development fees and any other fee that functions as described by this definition. The term does not include hook-up fees.

Facility expansion means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development, including schools and related facilities.

Land use assumptions includes a description of the service area and projections of changes in land uses, densities, intensities and population in the service area over at least a five-year period.

New development means the subdivision of land; reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

Section II. Repeal

Village Ordinance No. 2022-30, Section 13.4, titled "Impact Fees," is hereby revoked and repealed in its entirety.

Section III. Repeal and Replacement

Village Ordinance No. 2022-30, Section 23, titled "Development Impact Fees," is repealed in its entirety and replaced with the following Section 23:

1. Intent and Purpose.

A. This Section is adopted for the purpose of promoting the health, safety and welfare of the residents of the Village of Taos Ski Valley by:

(a) Implementing the Village of Taos Ski Valley Land Use Assumptions (LUA) and Capital Improvements Plan (CIP).

(b) Implementing the Village's plans for public facilities by requiring new development to pay its fair and proportionate share of the costs of necessary capital improvements and public facilities through the imposition of Development Impact Fees (DIFs) that will be used to finance, defray, or reimburse all or a portion of the costs incurred by the Village for public facilities and capital improvements that serve and are attributable to new development.

(c) Setting forth standards and procedures for assessing and amending DIFs, adopting and implementing DIFs, and administering the Village's DIF program in compliance with the New Mexico Development Fees Act, NMSA Section 5-8-1, *et. seq.*, as amended (the Act).

2. Applicability

A. This Section shall apply to all new development, as defined in the New Mexico Development Fees Act (the Act), and to all fees and charges imposed

by the Village to finance different types of capital improvements and public facilities, as set forth herein, the need for which is created by new development. These fees are in addition to, and separate from, the necessary water and sewer hook-up fees, and any other administrative fees to be made upon the issuance of a building permit.

B. These fees do not apply to maintenance, improvement, or repair of existing facilities that cannot be directly attributable to the impacts of new development.

3. DIFs Established and Assessed

A. Development Impact Fees (DIFs), including water and sewer system development fees, are hereby adopted and incorporated into this Ordinance, as set forth in *Appendix A* attached hereto.

B. DIFs may be amended from time to time by Resolution, adopted by a majority of the Village Council, in compliance with this Ordinance and the Act.

C. The Village's LUA and CIP may also be amended by Resolution of the Village Council, as otherwise set forth in the Act.

D. The development projects occurring in areas not served by the Village's water or wastewater systems are exempt from the water and wastewater system development fees.

4. Items Payable by DIFs

A. DIFs assessed to new development shall not exceed the cost to pay for the new development's proportionate share of the cost of capital

improvements or facility expansions, based upon service units, needed to serve that new development.

B. Projected debt service charges may be included in determining the amount of DIFs where they are used for the payment of principal and interest on bonds, notes or other obligations issued to finance construction of capital improvements or facility expansions identified in the CIP.

C. Development Impact Fees shall be used to pay for the costs associated with designing and constructing capital improvements and facility expansions and may also be imposed to pay the following:

(a) The cost of formulating a Capital Improvements Plan (CIP), including fees actually paid or contracted to be paid by the Village to an independent qualified professional, who is not a Village employee, for the preparation or updating of a CIP.

(b) Planning, surveying and engineering fees paid to an independent qualified professional who is not a Village employee for services provided for, and directly related to, the construction of capital improvements or facility expansions.

(c) Up to three percent of total DIFs may be used for the administrative costs of Village employees who are qualified professionals, as these services are related to capital improvements or facility expansions.

5. Items Not Payable by DIFs

A. Development Impact Fees shall not be imposed or used to pay for:

(a) Construction, acquisition or expansion of public facilities or assets that are not capital improvements or facility expansions identified in the CIP.

(b) Repair, operation or maintenance of existing or new capital improvements or facility expansions.

(c) Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.

(d) Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development.

(e) General administrative and operating costs of the public facilities, except as specifically provided herein.

(f) Principal payments or debt service charges on bonds or other indebtedness, except as set forth herein.

6. Manner for Assessment and Collection of DIFs and Timing

A. Assessment of a DIF shall be made at the earliest possible time.

B. Collection of a DIF shall be made at the latest possible time.

C. For land that has been platted in accordance with the Village's subdivision or platting procedures before the effective date of this Ordinance, or for land on which new development occurs or is proposed without platting, the Village may assess the DIFs at the time of development approval or issuance of a building permit, whichever date is earlier. The assessment shall be valid for a period of not less than four (4) years from the

date of development approval or issuance of a building permit, whichever date is earlier.

D. For land that is platted after the effective date of this Ordinance, the Village shall assess the DIFs at the time of recording of the subdivision plat, and this assessment shall be valid for a period of not less than four (4) years from the date of recording of the plat.

E. Collection of DIFs shall occur no earlier than the date of issuance of a building permit.

F. For new development that is platted in accordance with the Village's subdivision or platting procedures before the adoption of an applicable DIF, a DIF shall not be collected on any service unit for which a valid building permit has already been issued.

G. After the expiration of the four-year period described in subsections C and D above, the Village may adjust the assessed DIFs to the level of current DIFs as provided by this Ordinance, or amendments thereto.

H. The Village may enter into an agreement with the owner of a tract of land for a method of payment of the DIFs over an extended period of time, otherwise in compliance with this Ordinance and the Act.

I. After assessment of the DIFs attributable to the new development or execution of an agreement for payment of DIFs, additional DIFs, or increases in DIFS, may not be assessed for any reason, unless the number of service units to be developed increases. If an increase in the number of service units

occurs, the DIFS which may be imposed are limited to the amount attributable to the additional service units.

7. Restrictions on Collections of DIFs

A. DIFs may be spent only for the purposes for which the fee was imposed as shown by the CIP, and as authorized by this Ordinance and the Act.

B. DIFs shall be collected and paid for capital improvements or facility expansions only where construction is commenced within seven (7) years, and service available to new development within a reasonable period of time after completion of construction, considering the type of capital improvement or facility expansion to be constructed, but in no event longer than seven (7) years. This period of time may be extended, provided the Village obtains a performance bond or similar surety securing performance of the obligation to construct the capital improvements or facility expansions.

C. In lieu of paying DIFs directly to the Village, new development may itself construct or finance the capital improvements or facility expansions set forth in the CIP, subject to approval by the Village.

D. The Village shall maintain DIFs in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted. Interest earned on DIFs shall become part of the account on which it is earned and shall be subject to all restrictions placed on the use of fees under this Ordinance and the New Mexico Development Fees Act, as amended (the Act).

E. As part of its annual audit process, the Village shall prepare a report describing the amount of DIFs collected, encumbered, and used during the preceding year by category of capital improvement, facility expansion, and service area.

8. Refund, Credit, and Reduction of DIFs

A. New development may apply for a refund, credit, or reduction of DIFs in compliance with this Ordinance and the New Mexico Development Fees Act, as amended.

B.- Any party seeking the refund, credit, or reduction of a DIF shall submit a formal request to the Village, explaining the rationale for the refund, credit, or reduction. All refunds, credits, and reductions of DIFs shall be given in compliance with the New Mexico Development Fees Act, as amended.

C. Any refund, credit, or reduction of a DIF granted shall only be issued upon full CIP funding for all projects listed within each DIF category.

D. The Village Council shall have the final authority to determine the amount of any refund, credit, or reduction of DIFs. In considering the request, the Village Council may factor in other sources of benefits, credits, or public monies that are related to the new development or that are being contributed by the developer. The refund or credit shall not unduly burden other developers or the citizens of the Village.

D. Appropriate reasons for refund, credit or reductions of DIFs may include the following:

(a) If existing facilities are available and service is not provided or the Village has, after collecting the DIF, failed to complete construction, or provide service, within the time limits set forth in this Ordinance and in accordance with the Act.

(b) If after completion of the capital improvements project or new facility, the DIF collected and paid is more than the actual cost of the project. But only where the difference exceeds the fee paid by more than ten (10) percent.

(c) Where DIFS are not spent as authorized by this Ordinance and the CIP within seven (7) years after the date of payment.

(d) Any refunds shall bear interest calculated from the date of collection to the date of refund and shall be made to the record owner of the property at the time the refund is paid.

E. Any construction of, contributions to, or dedication of on-site or off-site facilities, improvements, or real or personal property shall be credited against DIFs otherwise due from new development. The credit shall include, but not be limited to, the value of dedication of the following:

(a) Land for parks and recreational areas, open space, trails and related areas and facilities or payments in lieu of that dedication; and

(b) Rights-of-way or easements or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks or curbs.

F. Water and wastewater system development fees may not generally be waived by the Village Council due to bond obligations but may be paid from other non-utility funding sources, other than any cost-of-service or rate-based funding.

G. In its discretion, the Village Council may do any of the following in relation to the waiver, refund or credit of DIFs as it affects new development:

(a) Establish the payment of DIFs from other sources, primarily for the payment of water and wastewater system development fees, or other future DIFs from other non-utility sources, including for qualifying economic development projects in accordance with any Village economic development plan or ordinance.

(b) Spend funds from any lawful source or pay for all or a part of the capital improvements or facility expansions out of Village funds, in order to reduce the amount of the DIFs to be assessed to new development.

(c) Agree to offset or reduce part or all of the DIFs assessed on new development, provided that the public policy which supports the reduction is contained in the Village's appropriate planning documents, ordinances, resolutions or agreements, and provided that the development's new proportionate share of the system improvement is funded with revenues other than the DIFs from other new developments.

(d) In exercising the discretion set forth herein, the Village Council shall apply fairness and proportionality standards in relation to, and among developers and new developments.

9. Public Notice and Hearing Required for Amending DIFS

A. Any amendment of DIFs shall be in compliance with the New Mexico Development Fees Act, as amended, and shall require notice to the public and formal approval of a resolution enacted by a majority of the Village Council following a public hearing.

B. Information concerning the LUA, CIP, and DIFs shall be made available to the public prior to any public hearings regarding amendment.

C. The Capital Improvements Advisory Committee (CIAC), as established by the Village Council, shall meet and review any proposed amendments to the LUA, CIP, and DIFs and shall submit written findings and conclusions at least five (5) days prior to a public hearing of the Village Council.

10. Mandatory Update of DIFs

A. The Village shall update the Land Use Assumptions (LUA) and Capital Improvements Plan (CIP) at least every five (5) years. The initial five-year period begins on the day the CIP is formally adopted by the Village Council.

B. The Village shall review and evaluate its current LUA and shall update the CIP in accordance with this Ordinance and the Act, including recommendations by the CIAC.

C. If the Village Council determines that no changes to the LUA, CIP, or DIFs is needed, it may, as an alternative to the updating requirements, publish notice of its determination.

D. The resolution or ordinance determining the need for updating the LUA, CIP, or DIFs shall not be adopted as an emergency measure, and if adopted, must comply with the procedural requirements of the Act.

SECTION IV. REPEAL AND CONFLICT OF CODES

A. The adoption of this Ordinance supersedes and replaces any previously adopted resolutions, ordinances, policies, and any inconsistent provisions.

SECTION V. PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be in full force and effect after its adoption, approval, and publication as provided by law and in compliance with the New Mexico Development Fees Act.

ADOPTED UPON SECOND READING ON THIS ____ DAY OF _____, 2021.

Christof Brownell, Mayor

Attest: Ann Marie Wooldridge, Village Clerk

Appendix A: Development Impact Fees - per Square Foot

<u>Land Use</u>	<u>Public Safety Facilities</u>	<u>Transportation Facilities</u>	<u>Parks and Public Spaces</u>	<u>Wastewater System Development</u>	<u>Water System Development</u>	<u>Total - per Square Foot</u>
<u>Residential</u>						
<u>Single Family</u>	\$ 1.65	\$ 2.09	\$ 1.46	\$ 2.79	\$ 1.51	\$ 9.50
<u>Multifamily</u>	\$ 3.38	\$ 3.02	\$ 3.00	\$ 5.67	\$ 3.07	\$ 18.14
<u>Nonresidential</u>						
<u>Commercial</u>	\$ 5.15	\$ 7.44	\$ -	\$ 9.84	\$ 5.32	\$ 27.75
<u>Accommodations</u>						
<u>Hotel</u>	\$ 5.80	\$ 5.21	\$ 5.15	\$ 9.88	\$ 5.34	\$ 31.38

Village of Taos Ski Valley
Agenda Item

AGENDA ITEM TITLE: Council Acknowledgement of the FY2022 2nd Quarter Financial data for submission to the Department of Finance, Local Government Division by January 31, 2022.

DATE: January 25, 2022

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: As per the Department of Finance (DFA), Local Government Division, it is required to have the quarterly financial information submitted no later than 30 days after the close of each quarter. Attached is the summary report to be submitted to DFA (exhibit A) by January 31, 2022, along with the Profit and Loss from July 1-December 31, 2021 (exhibit B). The Village ended the 2nd quarter of FY2022 with a net operating loss of (\$308,315). Staff is submitting this report to the Council for their review and acknowledgement of the financial status of the Village as of December 31, 2021.

RECOMMENDATION: A motion from the Council is requested to acknowledge the FY2022 2nd quarter report.

SUMMARY FUND BALANCE FY2022									
A	B	AB	AC	AD	AE	AF	AG	EXHIBIT A	
FUND NAME	FUND #	Ending Fund BAL FY2021	FY2022 PROPOSED BUDGET REVENUE	FY2022 YTD ACTUAL REVENUE & TRANSFER IN	FY2022 PROPOSED BUDGET EXPENSE	FY2022 YTD ACTUAL EXPENSE & TRANSFER OUT	BUDGETED ENDING Fund Bal FY 2022		
6 Water-01	01	4,297.65	257,600	112,803	249,042	114,353	2,747.82		
7 Sewer-02 (New Fund FY2019)	02	16,653.23	1,029,185	311,245	961,595	321,250	6,648.71		
8 Water Depreciation Reserve	41	91,584.63	457,723	36,862	469,977	3,604	124,841.92		
9 Reserve for CWSRF	62	206,674.45	325	0	60	0	206,674.45		
10 USDA Debt Service and Reserve	63	518,372.54	340,876	152,755	287,800	143,268	527,859.75		
11 Sewer Depreciation Reserve	42	180,819.99	398,878	30,000	428,829	104,393	106,426.85		
12 Roads/Streets	05	199,611.00	674,952	178,824	830,280	206,299	172,136.24		
13 General/Administration	03	1,790,846.20	2,288,500	657,902	3,042,455	1,060,335	1,388,413.29		
14 UG Electric-General Res	44	568,522.34	65,000	28,433	100,000	29,718	567,237.45		
15 General Reserve	43	1,247,980.90	254,900	100,077	375,100	20,000	1,328,057.99		
16 Law Enforcement Operating	04	0.00	445,779	166,433	445,779	166,433	0.00		
17 Law Enforcement Capital	14	17,617.79	21,800	21,800	39,418	7,392	32,025.31		
18 Solid Waste Enterprise Fund	77	293,544.57	64,020	35,395	302,700	22,568	306,372.27		
19 Fire Cap	18	249,931.74	84,279	560,790	626,357	66,973	743,748.70		
20 Fire Reserve	38	164,758.46	20,000	20,000	0	0	184,758.46		
21 Volunteer Fire Donation	28	15,580.40	600	0	16,000	376	15,204.70		
22 EMS	09	10,003.54	262,700	35,000	263,340	21,616	23,387.99		
23 Volunteer EMS Donation	29	34,209.49	700	5,500	25,000	350	39,359.85		
24 Parks and Recreation	10	21,659.39	45,000	21,725	50,800	39,825	3,559.34		
25 Lodgers' Tax	15	445,300.30	450,000	152,590	609,541	156,279	441,610.88		
26 O&M Reserves	32	377,349.67	50,000	0	10,000	0	377,349.67		
27 TOTAL:		6,455,318.28	7,212,817	2,628,135	9,134,073	2,485,031	6,598,421.64		
28									
29 Village Apartments	70	26,270.63	46,000	18,000	50,100	1,487	43,783.51		
30 FRF Grant/American Rescue	66		6,305	6,305			6,304.50		
32									
33 IMPACT FEES:							0.00		
34 Parks & Rec	50	90,628.87	3,015	4.23	30,000	20,225	70,408.10		
35 Gen Impact	53	246,585.52	25	12.43	230,000	0	246,597.95		
36 Safety Impact	54	183,101.86	5,020	9.23	50,000	0	183,111.09		
37 Roads Impact	55	124,351.32	16,025	6.27	55,000	0	124,357.59		
38		644,667.57	24,085	32	365,000	20,225	624,474.73		
39		7,126,256.48	7,282,901.99	2,652,471.27	9,549,173.50	2,506,743.37	7,272,984.38		

Jul - Dec 21

EXHIBIT B

Ordinary Income/Expense

Income	
4016 · Revenue - GRT ITG Telecom	125.30
4017 Revenue GRT Comp Tax	5,768.47
4012 · REVENUE -Water Sales	82,209.99
4013 · Revenue - Sewer	309,495.61
4018 · REVENUE- GRT HB 6	253.34
4019 · REVENUE-Hold Harmless GRT	73,971.79
4020 · REVENUE - GRT MUNICIPAL	321,448.13
4021 · REVENUE - GRT- STATE	193,451.05
4025 · REVENUE -LIQUOR LICENSES	1,000.00
4026 · REVENUE - BUSINESS LICENSE	4,235.00
4027 · REVENUE - OTHER	45,618.64
4028 · REVENUE - GASOLINE TAX	2,686.83
4029 · REVENUE - LODGER'S TAX	152,589.58
4031 · REVENUE - PARKING FINES	35.00
4034 · REVENUE - MOTOR VEHICLE FEES	8,868.70
4035 · REVENUE - BUILDING PERMITS	10,498.48
4036 · REVENUE -Licenses/Permits Other	760.00
4037 · REVENUE - GENERAL GRANTS	28,104.50
4046 · REVENUE - SOLID WASTE FEE	35,395.31
4047 · REVENUE - OTHER OPERATING	4,695.53
4049 · REVENUE - FIRE GRANTS	106,403.50
4058 · Plan Review Fees	1,323.77
4059 · Proceed NMFA Issuance of Debt	454,115.50
4100 · Miscellaneous Revenues	
4110 · Misc Revenue- TIDD reimburse	3,806.56
Total 4100 · Miscellaneous Revenues	3,806.56
4190 · Rental Fees	6,000.00
7004 · REVENUE - FINANCE CHARGE ON W/S	2,027.64
7005 · REVENUE - INTEREST INCOME	3,473.70
7006 · REVENUE -INVESTMENT INTEREST	251.74
7007 · REVENUE - INTEREST IMPACT FEES	32.16
7010 · REVENUE - AD VALOREM TAX	17,137.13
9000 · BEG. BALANCE	0.00
Total Income	1,875,782.95
Gross Profit	1,875,782.95
Expense	
4082 · DEBT SERV - 2007 WWTP LOAN PRIN	95,422.70
4083 · DEBT SERV. - 2007 WWTP LOAN INT	5,864.43
6100 · Salary and Benefits	
6112 · SALARIES - STAFF	522,972.77
6113 · SALARIES - ELECTED	17,069.91
6115 · Overtime salaries	6,138.86
6121 · WORKER'S COMP INSURANCE	10,306.00
6122 · HEALTH INSURANCE	106,198.12
6125 · FICA EMPLOYER'S SHARE	33,261.99
6126 · WORKMAN'S COMP PERSONAL ASSESS	159.10
6127 · SUTA STATE UNEMPLOYEMENT	392.68
6128 · PERA Employer Portion	46,826.41
6130 · HEALTH INCENTIVE - SKI PASS/GYM	600.00
6133 · Life Insurance	477.38
6134 · Dental insurance	6,844.38
6135 · Vision Insurance	1,202.10

Exhibit B

Pg 2 of 2

6136 · FICA -EMPLOYER SHARE MEDICARE	7,779.04
Total 6100 · Salary and Benefits	760,228.74
6220 · OUTSIDE CONTRACTORS	264,504.58
6225 · ENGINEERING	2,064.92
6230 · LEGAL SERVICES	37,364.48
6242 · ACCOUNTING	8,216.23
6251 · WATER PURCHASE, STORAGE	216.46
6252 · INTERNET	4,289.55
6253 · ELECTRICITY	37,697.32
6256 · TELEPHONE	8,513.91
6257 · RENT PAID	750.00
6258 · WATER CONSERVATION FEE	148.53
6259 · Natural Gas	5,623.97
6270 · LIABILITY & LOSS INSURANCE	87,390.04
6310 · Advertising	1,438.30
6312 · CHEMICALS & NON DURABLES	8,076.06
6313 · MATERIAL & SUPPLIES	47,872.70
6314 · Dues/fees/registration/renewals	5,424.76
6315 · BANK CHARGES	1,160.64
6316 · Software	5,722.89
6317 · Personal Protective Equipment	3,275.54
6318 · Postage	1,045.00
6320 · EQUIPMENT REPAIR & PARTS	2,608.26
6322 · SMALL EQUIP & TOOL PURCHASES	28,498.37
6323 · SYSTEM REPAIR & PARTS	1,618.50
6331 · OUTSIDE TESTING SERVICES	1,938.43
6332 · EQUIPMENT RENTALS	47,139.02
6417 · VEHICLE MAINTENANCE	9,274.35
6418 · FUEL EXPENSE	8,511.98
6432 · TRAVEL & PER DIEM	788.79
6434 · TRAINING	3,269.73
6435 · Training Elected Officials	349.64
6560 · Payroll Expenses	0.00
6570 · Other Operations Expenses	11,946.39
6712 · LAB CHEMICALS & SUPPLIES	1,216.83
6716 · LAB TESTING SERVICES	3,693.71
8322 · CAPITAL EXPENDITURES	38,522.50
8421 · NMFA Interest TML #TAOS55	19,446.30
8428 · Debt Service GRT FY2020 repay	15,579.90
8430 · USDA FY20 Interest Expense	80,953.90
8431 · USDA FY20 Principal Expense	62,314.10
Total Expense	1,729,982.45
Net Ordinary Income	145,800.50
Other Income/Expense	
Other Expense	
9001 · TRANSFER TO (IN) FUND	-776,765.92
9002 · TRANSFER FROM (OUT) FUND	776,765.92
Total Other Expense	0.00
Net Other Income	0.00
Net Income	145,800.50

Less Loan Disbursement Fire	-454,115.50
Total Income/(loss)	(308,315.00)

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

AGENDA ITEM TITLE: Review and Consideration to Enter into a Project Participation Agreement with TSVI to Construct Offices and a Village Fire House

DATE: January 25, 2022

PRESENTED BY: Susan Baker, Village Attorney and John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND: This Agreement formalizes collaboration between Taos Ski Valley Inc (TSVI) and the Village to seek construction of a Village Fire House on TSVI property located adjacent to the existing Village offices. The collaboration proposal was initiated so that Fire Department equipment and facilities may be housed appropriately on-site and developed for months toward that opportunity.

TSVI proposes subdividing its current property to construct a two-story building on a 0.5-acre lot. The proposed building would be divided into two condominiums, one owned by the Village and the other by TSVI. The Village portion of the building would be on the first floor and would house the Fire Department, as well as other municipal activity. TSVI's condo is planned to be upstairs on the second floor and intended for company office space.

TSVI will immediately seek approval of a plat for the development. It will pay the costs of this approval, as well as construction of the building and other improvements to the property. It is hoped that the project will qualify for TIDD reimbursement at a future date and that the Village's portion of the building will be partially or fully financed by grant monies from the state or federal level. Upon completion of the building, the Village Council will pursue formal procurement of the condominium.

STAFF RECOMMENDATION: Staff recommends discussion and adoption of the proposed agreement and direction for the administration to pursue development and procurement by motion for the Mayor's signature.

NEW VILLAGE FIREHOUSE PROJECT PARTICIPATION AGREEMENT

[BETWEEN THE VILLAGE OF TAOS SKI VALLEY AND TAOS SKI VALLEY, INC.
FOR JOINT PUBLIC / PRIVATE DEVELOPMENT OF A
NEW VILLAGE FIREHOUSE BUILDING ON TSVI'S LAND WITHIN THE VILLAGE]

This New Village Firehouse Project Participation Agreement ("Agreement") is made as of this ____ day of _____, 2022 by and between the VILLAGE OF TAOS SKI VALLEY, NEW MEXICO, a New Mexico municipal corporation (the "VILLAGE"), and TAOS SKI VALLEY, INC., a New Mexico corporation ("TSVI") (collectively hereafter, the "Parties" or individually, "Party").

RECITALS

A. WHEREAS, TSVI is the owner of certain land (a proposed 0.525 acre \pm tract within a larger 20.396 acre \pm tract of undivided land) located in the Village of Taos Ski Valley, Taos County, New Mexico, that is adjacent to the VILLAGE's current Administrative Office and its undersized, existing "Fire Station" facility at 7 Firehouse Road, Taos Ski Valley, New Mexico, all as shown and described on Exhibit A hereto (the proposed 0.525 acre \pm "Tract A") and Exhibit B (the surrounding 20.396 acre \pm existing tract and proposed 19.871 acre \pm "Tract B") (hereafter the "Property" or sometimes specifically "Tract A" and/or "Tract B").

B. WHEREAS, the Village and TSVI desire to collaborate and jointly participate, as provided for hereafter, on a public/private project to develop and build a new, expanded Firehouse Building (First Floor, or a portion thereof subject to Village funding) for the VILLAGE on TSVI's proposed Tract A property together with separate office space for TSVI's own use on the Second Floor of the proposed new Firehouse Building once constructed; and,

C. WHEREAS, TSVI will initially fund the entire cost of the design and land use development of this new VILLAGE Firehouse Building on TSVI's Tract A property as well as the cost of construction of the new Firehouse Building itself and the declaration of the Property/Tract A and Firehouse Building as a "condominium" pursuant to the New Mexico "Condominium Act" NMSA 1978, §§ 47-7A-1 through 47-7D-20. Upon completion of construction and creation of the Condominium by TSVI, TSVI will then deed the First Floor Condominium Unit 1 therein to the VILLAGE for its use (or the use by its non-profit firefighting entity for which it may be its "fiscal agent") as a new Firehouse / Fire Station for the VILLAGE; and,

D. WHEREAS, the Parties desire to enter into this Agreement to enhance the operation, maintenance, and betterment of the VILLAGE's Fire Department capabilities within the VILLAGE to the end that hazard of loss by fire and fire insurance rates may be reduced in the VILLAGE, and the overall public safety in the VILLAGE will be thereby promoted, enhanced, and preserved. To that end, the VILLAGE will apply for, and seek funding from, the State Fire Marshal's Office for the VILLAGE's contribution obligations (as set forth hereafter) for the VILLAGE's firefighting functions that will be located on/in the First Floor Condominium Unit 1 and related Common Elements from the New Mexico "Fire Protection Fund", all as provided for in NMSA 1978, §§ 59A-53-1, *et seq.*, as appropriate, to contribute towards this project.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and the agreements by the Parties set forth herein, the VILLAGE and TSVI agree as follows:

1.0 TSVI's Development Contributions, Obligations, and Time Frame.

1.1 TSVI is the owner of an undivided 20.396 acre \pm of land that sits adjacent to and surrounds the current Village Administrative Offices and its existing Fire Station facilities and equipment as shown on attached Exhibit A (proposed 0.525 acre \pm "Tract A").

1.2 Upon execution of this Agreement, TSVI will submit to the Village Planning Department an application for a lot split of its 20.396 acre \pm surrounding tract of land to create a 0.525 acre \pm parcel to be called "Tract A", resulting in a proposed 19.871 acre \pm "Tract B" to be retained by TSVI, all as shown on attached PLAT Exhibit B hereto.

1.3 Upon receiving approval of the lot split and recording of new plat, TSVI will then deed Tract A to a new limited liability company to be called Fire House Development, LLC that TSVI will be the 100% member/owner of.

?

1.4 Upon substantial completion of the Firehouse Building, Fire House Development, LLC will prepare and record a condominium declaration creating a condominium pursuant to the New Mexico Condominium Act over the entire Tract A which will be comprised of only two (2) condominium units within the proposed two-story Firehouse Building as follows:

- a. Condominium Unit 1 will be the First Floor (or a portion thereof subject to Village funding) of the Firehouse Building to house the VILLAGE's Fire Department facilities and equipment as further described on Exhibit C hereto (VILLAGE's proposed fire protection uses and other public purposes).
- b. Condominium Unit 2 – Second Floor of the Firehouse Building will be separated from the Village's Unit 1 and will provide additional Administrative Offices for TSVI's exclusive use, and
- c. Common Elements (surrounding land area / parking area on Tract A within the Condominium, as allocated by the then owners of Units 1 and 2.

1.5 Fire House Development, LLC will advance fund and do the architectural design and planning and the construction of the Firehouse Building itself through its agents and contractors on Tract A as well as the cost of the lot split plat approval and condominium declaration process.

1.6 At the time of Substantial Completion of the Firehouse Building (subject to approval by VILLAGE and NMCID inspectors), Fire House Development, LLC will file and record the Condominium Declaration (with survey of the two Condominium Units) and then deed in fee simple:

- a. Condominium Unit 1 (First Floor, or a portion thereof subject to Village funding) to the VILLAGE, and
- b. Condominium Unit 2 (Second Floor) to TSVI.

1.7 Fire House Development, LLC will also secure (and pay for) the services of an independent Commercial Appraiser to value the First Floor Condominium Unit 1 and establish a fair market value for the VILLAGE's acquisition of the First Floor Condominium Unit 1.

1.8 Firehouse Building Construction Plan. TSVI's design and construction plan shall be substantially similar to the plan/design attached as Exhibit D hereto, subject to the VILLAGE's review and approval before construction.

2.0 The VILLAGE's Development Contributions, Obligations, and Time Frame.

2.1 Subject to Council approval, the independent appraiser's valuation, and applicable state/village procurement requirements, the VILLAGE will pay Fire House Development, LLC for the cost of said Condominium Unit 1 (First Floor Condominium Unit) and will receive a Warranty Deed for fee title ownership of the said First Floor (or a portion thereof subject to Village funding) Condominium Unit 1 for its use as a Firehouse Facility and other governmental purposes at a formal closing.

2.2 The VILLAGE will seek any Fire Marshal Protection Funds (or other federal/state loan/grant money) it receives itself or as "fiscal agent" for any non-profit fire protection entity to pay TSVI for the said First Floor Condominium Unit 1 deed).

3.0 Other Terms Regarding TIDD Reimbursement of Costs to TSVI and Development Impact Fee Credit Eligibility to TSVI and Resolution of VILLAGE's Current Encroachments on TSVI Lands.

3.1 The VILLAGE hereby commits that this First Floor (or a portion thereof subject to Village funding) Condominium Unit 1 will be used as a Firehouse facility or other appropriate municipal function or public service in the future.

3.2 As appropriate by statute and ordinance (and subject to the formal TIDD Board and VILLAGE review), TSVI may seek either TIDD reimbursement for other uncompensated costs of dedicated public infrastructure associated with the construction of the Firehouse Building or development impact fee credits for only the Firehouse building costs within the public safety category of development impact fees..

4.0 General Provisions.

4.1 **Successor and Assigns.** This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the VILLAGE and TSVI and its assignee(s) "Successor Owners".

4.2 **Cooperation by the Parties.** The VILLAGE and TSVI 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.

4.3 **Insurance.** TSVI (and any of its contractors, subcontractors and agents) shall at their own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities involved in this Project with the premiums thereon fully

paid on or before due date, issued by and binding upon some insurance company approved by the other party, such insurance to afford minimum protection of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage liability for the benefit of both the VILLAGE and TSVI. The VILLAGE shall carry liability and property insurance as required by New Mexico law. The VILLAGE shall be named as "an additional insured" on said policies. TSVI shall require all vendors, contractors, and subcontractors on the Property to maintain commercial liability insurance in the amounts stated above and name the VILLAGE as "an additional insured" on their insurance policies.

4.4 **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: John Avila, Village Administrator
7 Firehouse Road
P.O. Box 100
Taos Ski Valley, NM 87525

If to TSVI:

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

The VILLAGE and TSVI 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.

4.5 **Waiver.** No waiver of any default of the VILLAGE or TSVI hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver only for the time and to the extent therein stated. One or more waivers by the VILLAGE or TSVI shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

4.6 **Heading.** 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.

4.7 **Consent.** The VILLAGE shall not unreasonably withhold or delay its consent with respect to any matter for which VILLAGE's consent is required or desirable under this Agreement.

4.8 **Compliance with Law.** The VILLAGE and TSVI shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to TSVI's and the VILLAGE's use of the Property.

4.9 **No Third Party Beneficiary Intended.** Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties, and their respective successors and assigns, and any Successor Owner any rights or remedies under or by reason of this Agreement.

4.10 **No Subdivision Created / No Waiver of 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 TSVI 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 TSVI and any Successor Owner not inconsistent herewith in accordance with law.

4.11 **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, the VILLAGE and TSVI agree to do all things reasonably necessary to protect and defend the validity, enforceability, and effectiveness of this Agreement.

4.12 **Negation of Partnership.** The Parties acknowledge that neither TSVI 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 TSVI or the VILLAGE any interest in the business or affairs of the other.

4.13 **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.

4.14 Remedies. In the event of any default in or breach of any term or condition of this Agreement by any Party, or any successor, the defaulting or breaching Party shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not undertaken or not diligently pursued, or if the default or breach is not cured or remedied within a reasonable time period, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting or breaching Party. In the event that either Party files suit against the other party to enforce this Agreement, the prevailing Party in such proceeding shall be entitled to receive its reasonable attorney's fees and costs from the non-prevailing Party.

4.15 Force Majeure. Neither TSVI or its contractors and subcontractors, nor the VILLAGE, nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and time for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, for purposes of this Agreement, unusually long condemnation or eminent domain proceedings, strikes, lockouts, riots, acts of God, fire or other casualties, explosions, unusually adverse weather conditions, unusually wet soil conditions, CV-19 virus/pandemic related events, acts of war involving the United States armed forces, shortage or delay in shipment of materials or fuel, or any court order or judgment disputing the validity of this Agreement. The Party claiming any extension caused by force majeure shall have the burden of proof in establishing such cause and demonstrating that such cause was not initiated by or unreasonably sustained by the actions or inactions of such Party. Times for performance shall be extended only for the duration of the event of force majeure or other delay, unless otherwise agreed to by the Parties hereto.

4.16 Final Agreement. This Agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof.

4.17 Binding Effect. This Agreement shall be binding upon the parties, their heirs, successors-in-interests and assigns.

4.18 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.

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

4.20 **Merger.** 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.

4.21 **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, the Village of Taos Ski Valley and Taos Ski Valley, Inc. have caused this Agreement to be executed as of the Effective Date hereof, being the date of full execution by both Parties.

[Signatures on Following Pages]

AGREED TO:

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

By: _____
Christof Brownell
Its Mayor

Date: _____

Attest:

Ann Marie Wooldridge
Village Clerk

Approved by Action of the
Village Council at its Meeting
Held the ____ day of _____, 2022

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

The forgoing instrument was acknowledged before me this _____ day of _____, 2022
by Christof Brownell, Mayor of the Village of Taos Ski Valley.

Notary Public

My commission expires:

AGREED TO:

TAOS SKI VALLEY, INC.,
a New Mexico corporation

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 _____, 2022
by Peter J. Talty, Vice President of the Taos Ski Valley, Inc.

Notary Public

My commission expires:



July 15, 2021

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

(575) 776-8220
(575) 776-1145 Fax

E-mail: vtsv@vtsv.org
Web Site: vtsv.org

MAYOR:
Christof Brownell

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

VILLAGE
ADMINISTRATOR:
John Avila

CLERK:
Ann M. Wooldridge

Dear Coordinator Meuli,

I am writing about an option to build a much needed Fire Station for the Village of Taos Ski Valley. After our meeting with representatives of the Village of Taos Ski Valley [VTSV] and Taos Ski Valley, Inc. [TSVI], we are proposing a public/private collaboration to build a Firehouse for VTSV and accompanied office space for TSVI. Attached please find the Schematic Design set for reference - OSFD - SD 6/24/21.

TSVI owns the land that surrounds the current Village offices and Firehouse [refer to slide 2]. Adjacent to the existing VTSV offices & Firehouse it is proposed to build a new Firehouse [refer to slide 3]. This location allows for immediate access to the Core Village providing service to the greatest number and concentration of residents within the ski valley.

The plan proposes that 90% of the ground floor be for VTSV Firehouse functions and the remaining 10% to house the US Post Office to address community wide interest. The 2nd floor will be isolated from the ground floor with a separate entrance and provide office space for TSVI staff. Refer to slide 5 - Lower Level - Firehouse & Post Office.

We are addressing the needs of 3 existing trucks/engines which will be housed within the proposed building.

- (1) E 314 International 4900 [26'-0" (l) & 11'-0" (h)];
- (2) E 313 Cab over Engine 28'-0" (l) & 9'-0" (h);
- (3) E315 Ford 350 - Brush Truck 22'-0" (l) & 8'-0" (h)

A potential 4th engine which may be purchased in the future a Rosenbauer engine 29'- 3" (l) & 11'- 0" (h) is to be located in an addition to the main building dashed-in on plan - (D).

The functions and auxiliary spaces within the proposed Firehouse has been designed to meet NFPA standards and provide for hose & equipment storage; turnout gear storage; decontamination/laundry facility; lockers & showers; dispatch; and public safety & multipurpose rooms. The access to the firehouse will be from a

EXHIBIT C

1 of 3

dedicated entrance adjacent to the garage bays. The 2nd floor of the proposed building is for exclusive use of TSVI staff offices. There will not be any physical connection between these two floors and the 2nd floor will be accessed at that floor level and from public parking area located to the south [refer to slide 6].

The building system would be a Type 5 construction, a fire sprinkler building with reinforced concrete lower floor and wood frame construction on 2nd floor and trussed roof framing. The ground floor would be over-sized with 14'-0" clearance to accommodate firehouse needs. We plan to utilize the efficiency of a single building to provide joint use of water, electric, natural gas and fiber optic services – which will then be sub-metered within the building per floor of use.

The proposal is that TSVI would retain the Fee Title interest in the entire approximate .5 acre tract of land [Tract A] and grant VTSV at least a 50 year "Ground Lease" for this land area. The VTSV or its Fire Department "Entity" would "own" the Building itself. The Ground Lease "Rent" would not be from State Fire Funding but is anticipated to be funded from other sources including; direct VTSV funding, TIDD/TSVI [-Tax Increment Development District] funding or by VTSV granting TSVI credit against development impact assessed against TSVI/fees. Further, if VTSV ceases to use this facility as a Firehouse, the Ground Lease will revert back to TSVI.

TSVI and VTSV have collaborated on a number of joint public improvement projects many of which have been funded via the Tax Incremental Development District (TIDD). Some portion of TIDD funding might be utilized to off-set VTSV's advancing the cost of construction. The second floor built over the Fire Station to be used by TSVI would be permitted, leased or licensed from the VTSV to TSVI on the same footprint, for business office space use and for TSVI subleasing the Post Office Space on First Floor (Attachment – slide 5) to a contract Operator of the Post Office or to the USPS itself.

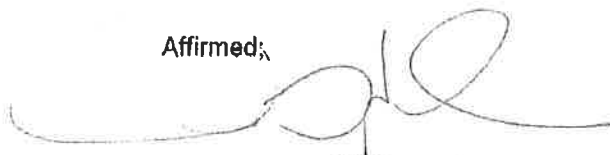
TSVI will offer the Design Build contract to construct the first floor Fire Department as part of the Building construction project, with appropriate use restrictions and appropriate separation and security of the respective spaces, that would preserve TIDD and Impact Fee qualification/ public purpose allocations, for reimbursement to TSVI for construction costs advanced by TSVI for construction of the Building and for preserving VTSV's qualification for State/Federal Fire Fund loans/grants. The Fire Department is inquiring, if the proposal to build the Fire Station is eligible for State Fire Funding?

Sincerely,

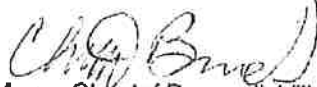


John Avila, Village Administrator

Affirmed,



David Norden, CEO TSV, Inc.,



Mayor Christof Brownell, Village of Taos Ski Valley

Cc: Fire Chief, Robert Molina
Attorney, Susan Baker
Village Council, Taos Ski Valley

Village of Taos Ski Valley

Municipal Fire House, Village Offices, Post Office & Taos Ski Valley Offices



EXHIBIT D

III

1 of 1



Firehouse Proposed Site Plan
 June 01, 2021

HART HOWERTON

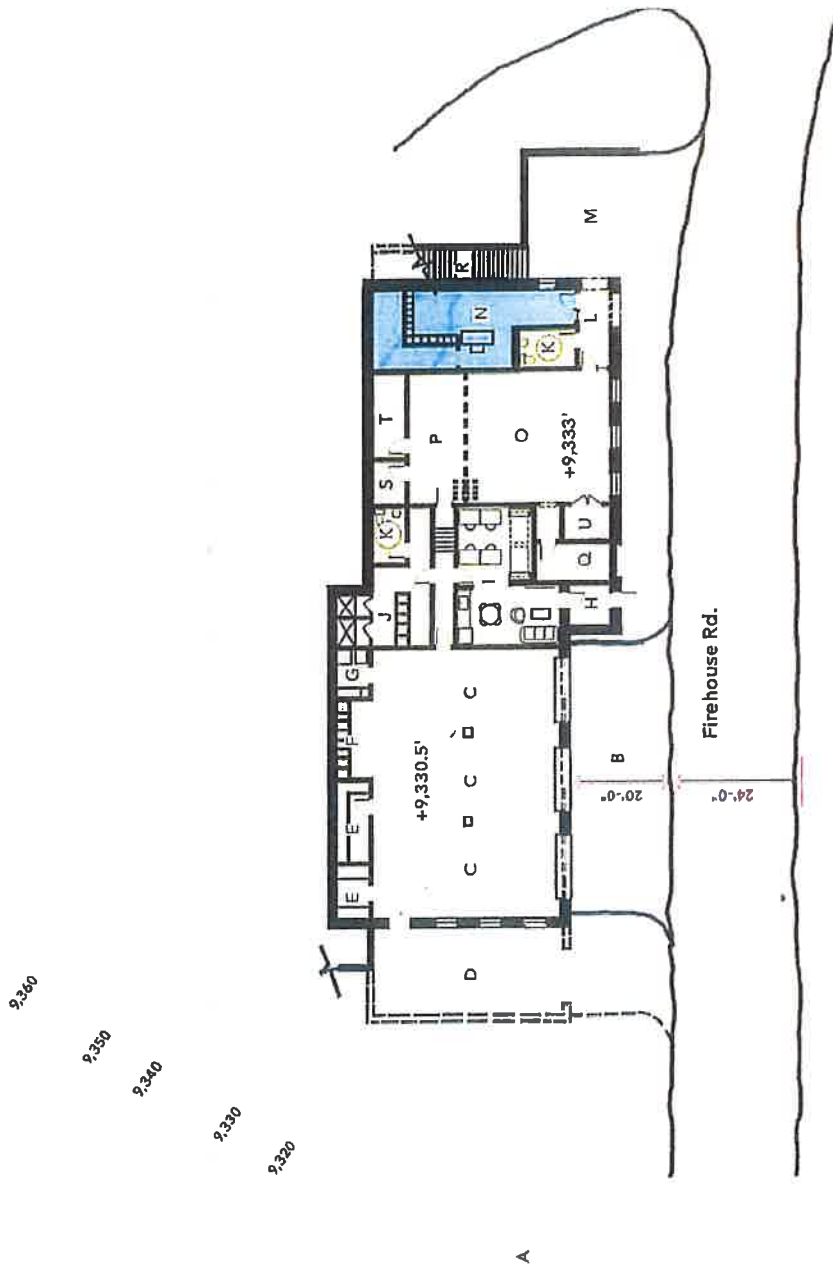
- A Existing Firehouse
- B 20' Driveway Apron
- C 16'x38' Apparatus Bay (3)
- D Future Apparatus Bay
- E Hose / Equipment Store
- F Turnout Gear
- G Decontamination / Laundry
- H Firehouse Entry
- I Firehouse Staff Room (4 Desks & Kitchenette & Lounge & 2 Murphy Beds)
- J Lockers & Showers
- K Unisex WC
- L Entry Porch
- M Flex Parking / Post Office Truck Parking
- N Post Office
- O Multipurpose Room
- P Exercise Room (with Retractable Partition)
- Q Fire Sprinkler Room
- R Stor' to TSVI Offices
- S Electrical
- T Mechanical
- U Storage

FIREHOUSE 5,547 SF
POST OFFICE 636 SF

Firehouse Lower Level - Firehouse & Post Office

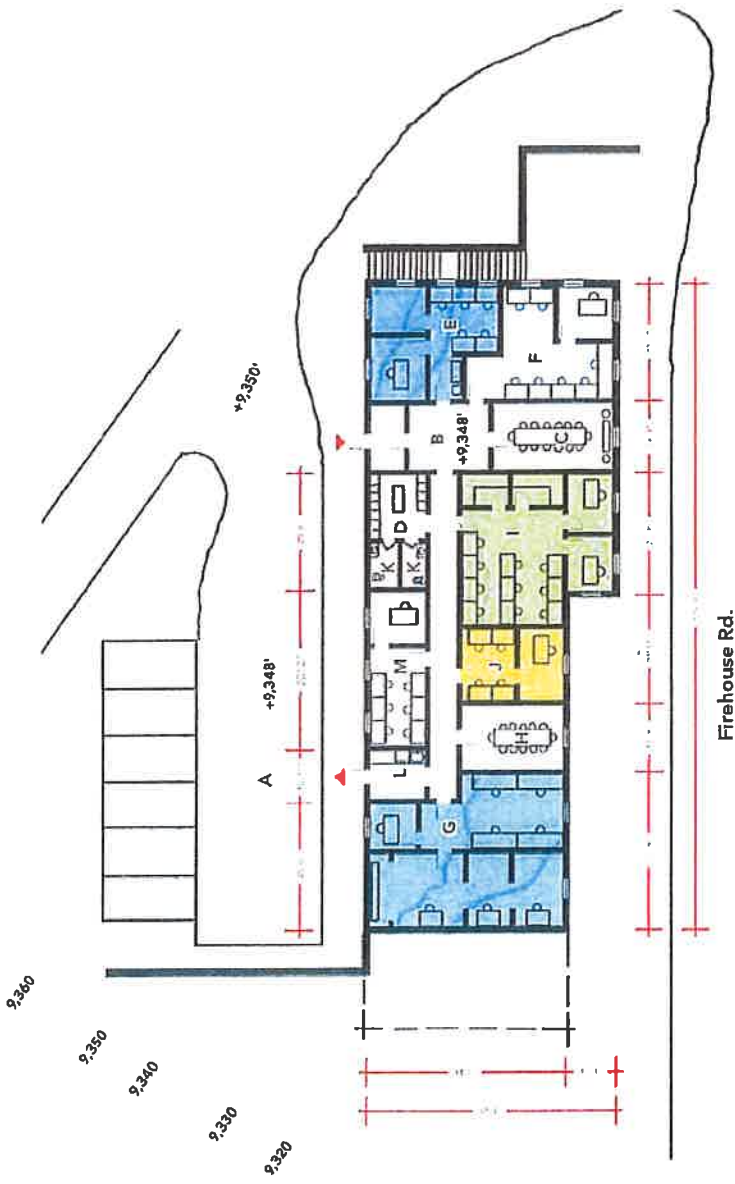
June 06, 2021

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1"=20' 0" x 17'
 0 20 40'

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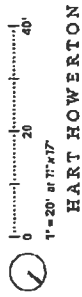
- A Parking (6 stalls)
- B Lobby / Reception
- C Conference (12-14)
- D Ski Lockers
- E Marketing
- F Sales
- G IT Offices
- H Small Conference (10-12)
- I Accounting
- J Season Pass
- K Unix WC
- L Kitchenette
- M Central Reservation

SALES	598 SF (8 DESKS)
MARKETING	562 SF (6 DESKS)
CEN. REZ.	383 SF (6 DESKS)
SEASON PASS	313 SF (4 DESKS)
ACCOUNTING	867 SF (12 DESKS)
IT OFFICES	1,130 SF (8 DESKS + LARGE LAB (318 SF) + 2 SMALL LABS (155 SF))

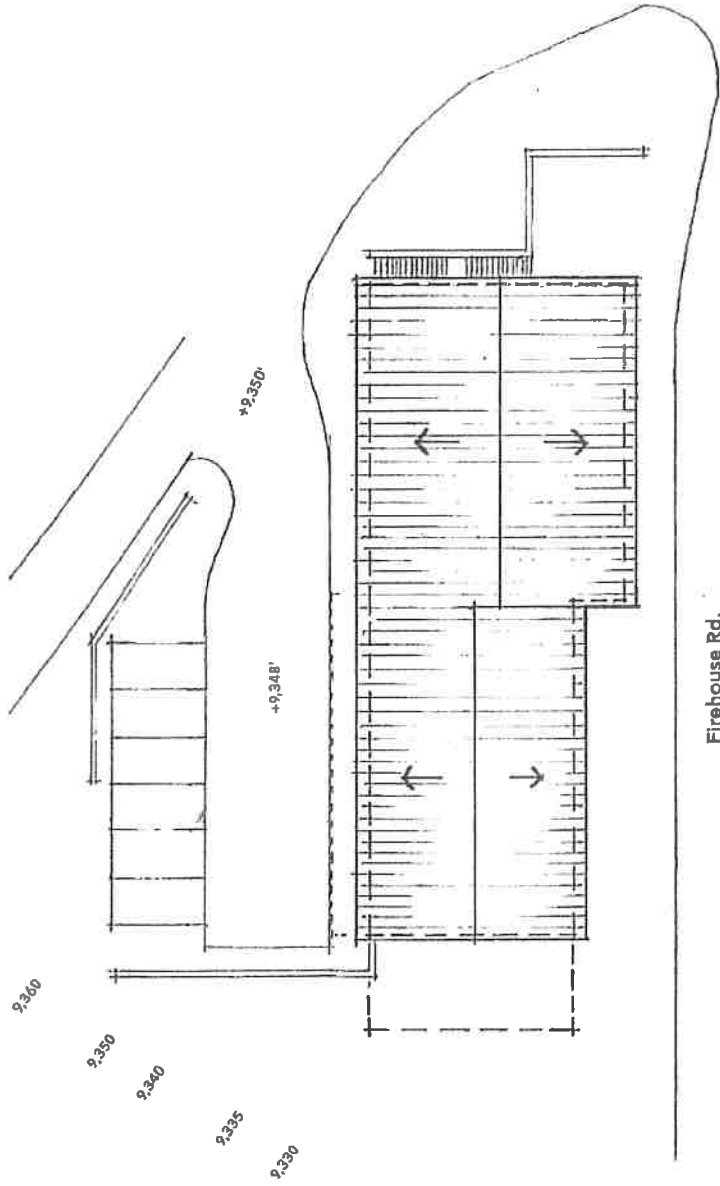
Firehouse Upper Level - TSVI Offices

June 04, 2021

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Firehouse Roof Plan

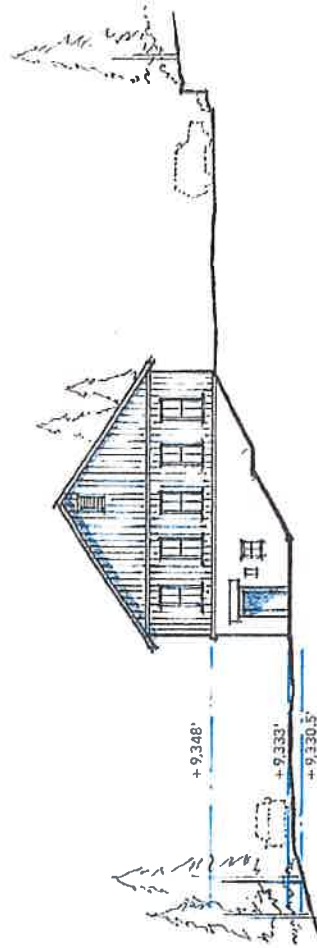
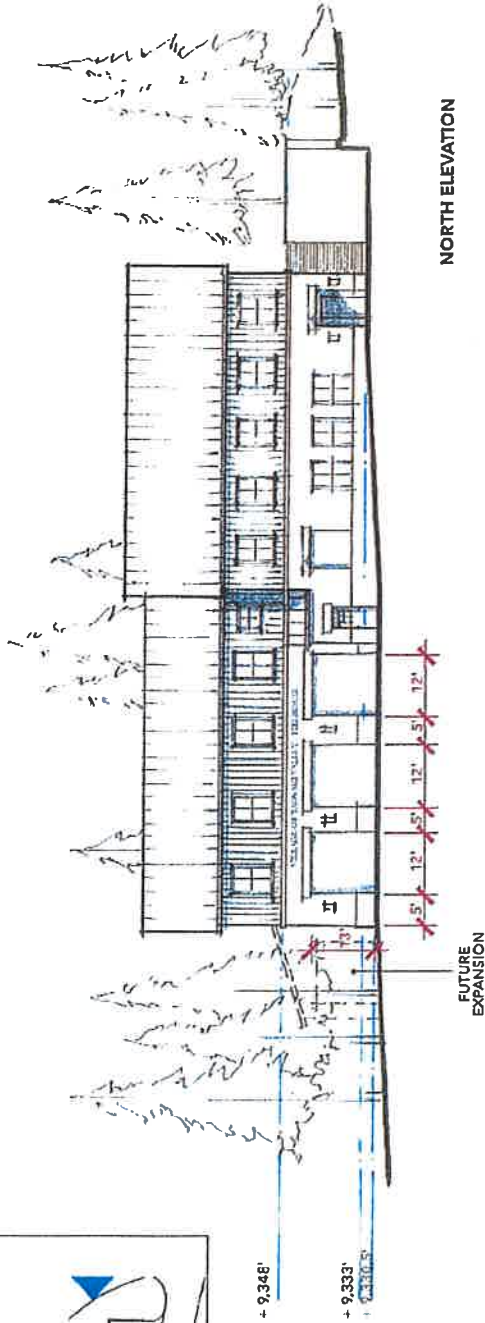
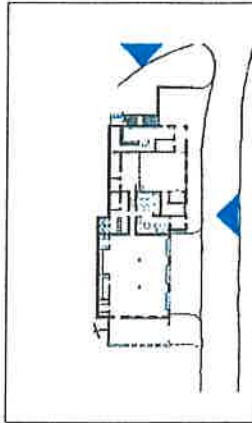
JUNE 09, 2021

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 1" = 20' at TYPICAL

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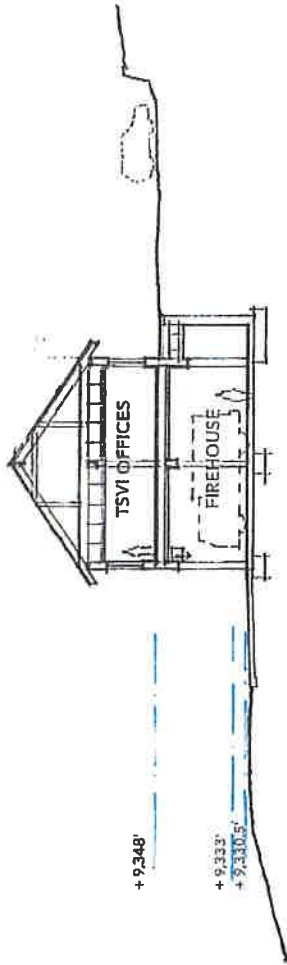
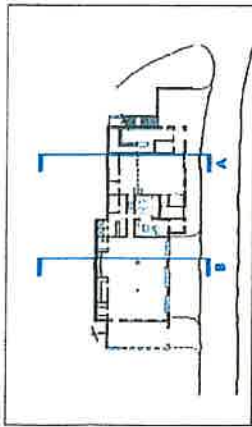
Firehouse Exterior Elevations

June 09, 2021

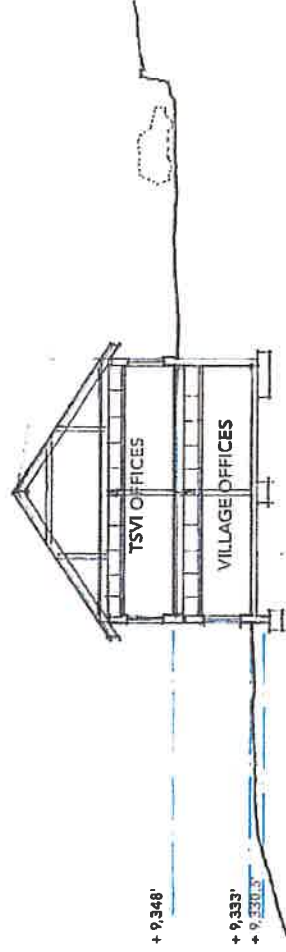
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1" = 20' at 17' x 17'
HART HOWERTON

6



SECTION B



SECTION A

Firehouse Building Sections

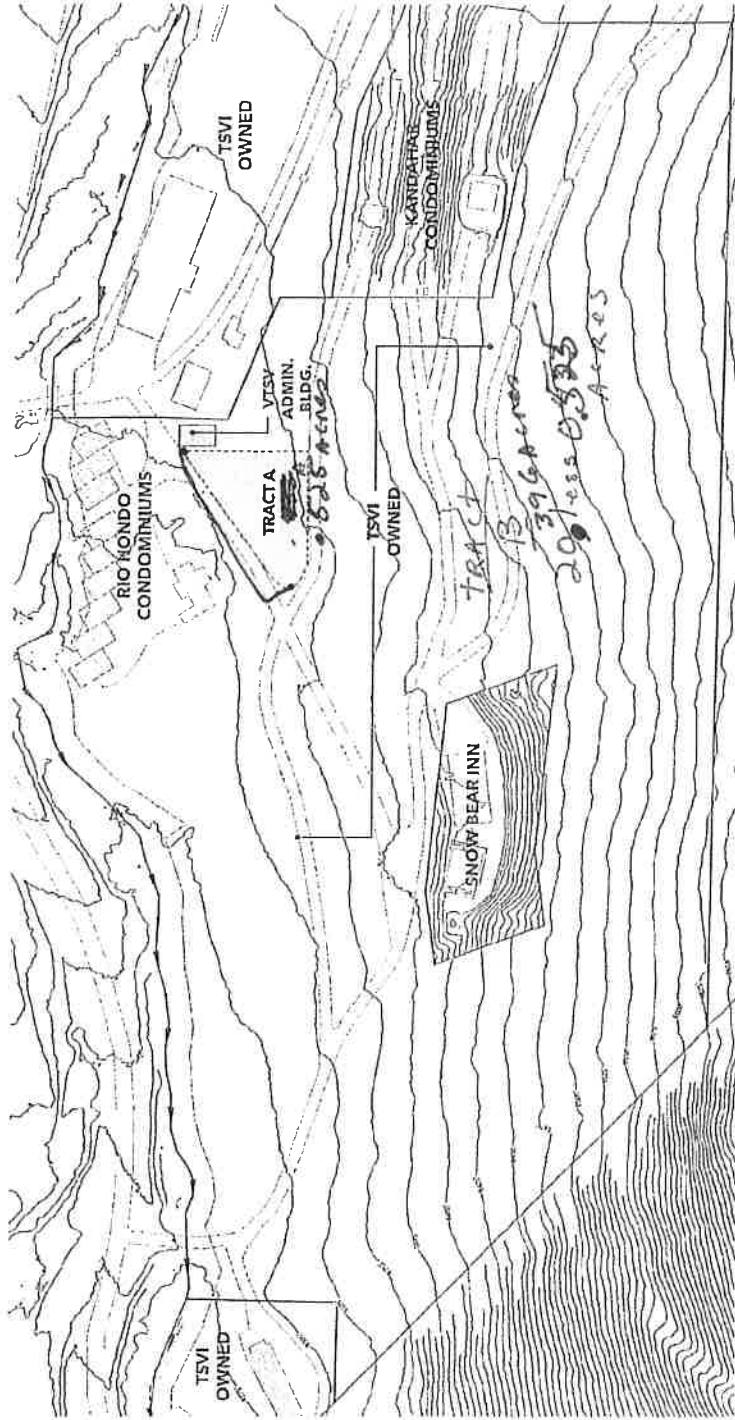
JUNE 05, 2021

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HART HOWERTON

5 Contour Sketch of the Twining Associates Parcel

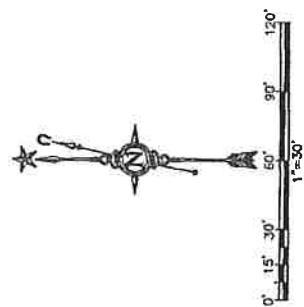


5' 20' 40' 120' 180' 240'



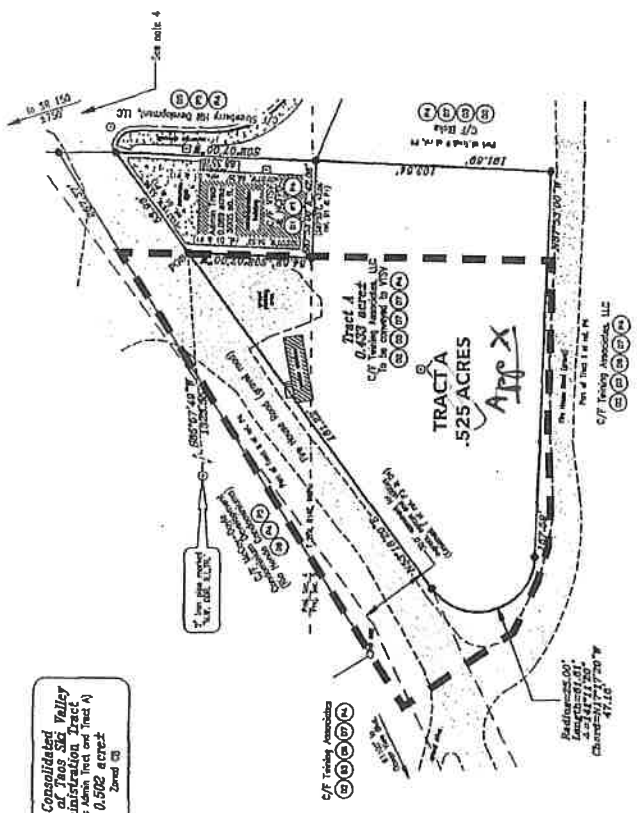
		TOPOGRAPHIC SKETCH Twining Associates Now TSVI	
Red Tail Surveying, Inc. 10000 Highway 100, Suite 100 Fort Worth, Texas 76131 Phone: (817) 412-1111 Fax: (817) 412-1112 Website: www.redtail.com		Twining Associates Now TSVI 10000 Highway 100, Suite 100 Fort Worth, Texas 76131 Phone: (817) 412-1111 Fax: (817) 412-1112 Website: www.redtail.com	

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



- LEGEND**
- 1/2" REBAR SET w/ CAP STAMPED MAPS 11770
 - 1/2" REBAR FOUND (OR AS NOTED)
 - PGS POINT OF BEGINNING OF DESCRIPTION
 - PIPE FOUND
 - MCPO MONTE CANYON FIRE PROTECTION DISTRICT
 - VSU VILLAGE OF TAOS SKI VALLEY
 - TOM TAOS SKI VALLEY, INC.
 - C/T CURRENT OR FORMER OWNERSHIP
 - DEED REFERENCE
 - PLAT REFERENCE
 - TELEPHONE PEDSTAL
 - NATURAL GAS METER
 - ELECTRIC METER
 - HATCH COVER

Consolidated
Village of Taos Ski Valley
Administration Tract
(includes Admin Tract and Tract A)
0.502 acres
Dated 03



LOT LINE ADJUSTMENT Sheet 2 of 2

BOUNDARY SURVEY Current Owner: Twining Associates, LLC Projected Section: 4 & 5, T. 22N, R. 14E, NMEP	
BOUNDING DATE Bounding of the survey are based on records to General Land Office, United States Department of the Interior (GLO) and the Public Land Survey System (PLSS)	Red Tail Surveying, Inc. Certified Professional Surveyor Earth Information Services 214-A Hondo Street Taos, New Mexico 87571-4644 www.redtailsurveying.com
Twining Associates, LLC and The Village of Taos Ski Valley Administration	Date: 15 Jan 2021 Scale: 1"=30' Job No. 2021-LLA

I, Robert A. Vitez, a New Mexico Registered Professional Surveyor, certify that I conducted and am responsible for the survey, and that the survey was conducted in accordance with the laws and regulations of the State of New Mexico. I further certify that this is a true and correct copy of the original survey as defined in the New Mexico Subdivision Act.

Robert A. Vitez, MAPS #11770
 Date: 15 January 2021

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve the Renewal of Village Annual Outside Contractor Contract

DATE: January 25, 2022

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village has many contracts with outside contractors for ongoing and on-call projects and services. The contract stated below is running from December to December and is outside of the fiscal year period. Staff is requesting renewal of this contract for 5 months through June 30, 2022. At that point in time, this contract would be grouped with the annual contract renewal request in July:

Susan C. Baker

2/1-6/30/2022 Legal Services

(NTE) \$100,000

RECOMMENDATION: Staff recommends authorization and approval to renew this contract for services provided through the Village.

CONTRACT #2022-14

**PROFESSIONAL SERVICES CONTRACT
FOR LEGAL SERVICES**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and, Susan C. Baker, Esq., (hereinafter "CONTRACTOR") on this 1st day January of, 2022.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide legal services for the VILLAGE; and

WHEREAS, the VILLAGE desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that:

1. **Scope of Work.** CONTRACTOR shall provide legal services to the Village as General Counsel for the VILLAGE, representing and advising the VILLAGE, its elected officials and staff in their official capacities, advise legal services by outside legal counsel and attending meetings as required.

Said services shall be in accord with, and meet professional responsibility standards, and engaged only by the Village Administrator, or direction of Mayor and Council.

Engagement will be by assignment and preauthorization of work by the Village Administrator, Mayor or Village Council.

Invoices will be submitted using the attached templates in digital format. Plan for a 30 minute administrative weekly review

Respond as soon as possible within the same day and schedule meetings for availability and communication. Any staff meeting will be scheduled with the Administrator.

2. **Address & Phone Contact.** The address and phone number of Contractor is:

Susan C. Baker
PO Box 152
El Prado, NM 87529
970-318-6903

3. **Term.** This contract shall be for a term of six months effective from January 1, 2022, and will automatically renew at 5:00 p.m. on July 1, 2022 for a period of one year, unless terminated pursuant to the termination provision below. This contract shall not be effective until approved by the VILLAGE Council and signed by the mayor.

4. **Renewal.** VILLAGE shall have the right, but is not obligated, to renew this contract for up to 1 more year subject to terms agreeable to both the VILLAGE and CONTRACTOR.

5. **Compensation.** The VILLAGE shall pay CONTRACTOR, under this contract: General Legal Services \$135/hour, Litigation \$165/hour, Public Meetings \$95/hour for the term of

the contract. Billing will be in 6-minute increments. All amounts billed are exclusive of GRT; GRT must be added and paid by Contractor and is not reimbursed by the Village.

Other Reimbursable expenses: copies, long distance telephone charges, mailing charges, subpoena costs, court filing fees, service of process fees, photos, private investigators, depositions, exhibits, expert witness/specialist expenses, title research, and similar costs. Mileage to meeting outside the Village will be paid at the standard rate published by the Internal Revenue Service at the time of service.

6. Release. CONTRACTOR agrees that, upon formal payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.

7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.

8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency/(ies).

9. Termination. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective sixty (60) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination. Contractor will be allowed to work during the sixty day notice period, or if not, will receive the equivalent of two months salary as severance pay.

10. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.

11. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in their name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.

12. Status of Contractor. CONTRACTOR acknowledges that he is an independent contractor and as such neither they nor their employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.

13. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.

14. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the

performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.

15. Worker's Compensation. CONTRACTOR acknowledges that neither they nor their employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.

16. Taxes. CONTRACTOR acknowledges that they and they alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to them under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that they, and they alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.

17. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.

18. Contractor agrees to provide proof of current liability insurance and maintain active insurance during the contracted period.

19. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest or task in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.

20. Conflict of Interest. CONTRACTOR warrants that they presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with their performance of services under this contract.

21. Non-Discrimination. CONTRACTOR agrees that they, their employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

22. Ethical Considerations. CONTRACTOR shall abide by Contractor's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by their profession. Failure of any owner, partner, or major employee employed by CONTRACTOR to remain in good standing shall immediately render this contract voidable at the sole discretion of the VILLAGE, and, if declared voidable, all obligations of the VILLAGE to perform hereunder shall be nullified.

23. Required Liability Insurance. CONTRACTOR shall maintain liability insurance..

24. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney fees and direct and indirect damages, incurred in the enforcement of this contract.

25. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.

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

27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.

28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.

30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first written above.

SUSAN C. BAKER, CONTRACTOR

CONTRACTOR'S GRT/CRS NUMBER or

CONTRACTOR'S FED. TAX ID NO. or SSN

Village of Taos Ski Valley

Christof Brownell, MAYOR

ATTEST:

Ann Wooldridge, VILLAGE CLERK

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Acknowledgment of the Requirement for the Village of Taos Ski Valley Mayor and Councilors to Submit Outside Employment Disclosure Forms on an Annual Basis

DATE: January 25, 2022

PRESENTED BY: Nancy Grabowski; Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Mayor and Council of the Village of Taos Ski Valley acknowledge the requirement to comply with Section 10-16-4.2 NMSA Governmental Conduct Act.

Per Section Pursuant to 10-16-4.2, a public officer or employee shall disclose in writing, all employment engaged in by the officer or employee other than the employment with the state.

Accordingly, on an annual basis, the Mayor and Councilors are required to and shall submit outside employment disclosure forms to acknowledge any employment other than their Board membership.

Recommendation: Staff recommends acknowledgement by the Mayor and Councilors of this regulation and agrees that they will submit the required outside employment disclosure forms accordingly.



To: MAYOR & COUNCIL MEMBERS

From: Finance Director

Subject: OUTSIDE EMPLOYMENT REQUEST

Date: _____

Employee Name: _____

DESCRIPTION OF OUTSIDE EMPLOYMENT:

Mayor/Councilor

Date: _____

Administrator Signature

Date: _____