



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

- 1. CALL TO ORDER AND NOTICE OF MEETING**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. APPROVAL OF THE MINUTES OF THE AUGUST 23, 2022 VILLAGE COUNCIL REGULAR MEETING and the AUGUST 26, 2022 VILLAGE COUNCIL SPECIAL MEETING**
- 5. CITIZEN'S FORUM** –for non-agenda items only. Limit to 5 minutes per person (please email awooldridge@vtsv.org to sign up)
- 6. COMMITTEE REPORTS**
 - A. Planning & Zoning Commission
 - B. Public Safety Committee
 - C. Firewise Community Board
 - D. Parks & Recreation Committee
 - E. Lodger's Tax Advisory Board
- 7. REGIONAL REPORTS**
- 8. MAYOR PRO TEM'S REPORT**
- 9. STAFF REPORTS**
 - A. Administrator Avila
 - B. Finance Director Griesedieck
 - C. Public Safety Director Vigil
 - D. Building Official Bowden
 - E. Planning Director Nicholson
 - F. Public Works Director Martinez
 - G. Clerk Wooldridge
- 10. OLD BUSINESS**
 - A. Discussion and Direction from Council of Village Complex Property, Considering Public Value of the Property and Projected Net Proceeds of the Transaction
 - B. Consideration to Approve and Authorize Plumbing Material Purchase from Roger Pattison
- 11. NEW BUSINESS**
 - A. Consideration to Affirm Escrow Agreements for TSVI Firehouse, Mogul Medical, and Warehouse Developments
 - B. Consideration to Approve Development Impact Fee Discounts for TSVI Firehouse, Mogul Medical, and Warehouse Developments
 - C. Consideration to Approve GIS Services Agreement with Sage GIS LLC
 - D. Consideration to Approve MOU between the North Central Rural Transit District and the Village of Taos Ski Valley to Provide 2022-2023 Ski Season Winter Bus Service
 - E. Discussion of Special Election
 - F. Consideration to Approve Contract with Coppler Law Firm, P.C. for First Amended Professional Services Agreement as Special Counsel for Wastewater Matters, and Other Matters as Specifically Assigned
- 12. CLOSED SESSION**
 - A. Discussion of Threatened or Pending Litigation. This matter may be discussed in closed session under Open Meetings Act exemption 10-15-1(H) (7)
- 13. MISCELLANEOUS**
- 14. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL**
- 15. ADJOURNMENT**



**VILLAGE COUNCIL REGULAR MEETING
DRAFT MINUTES
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, AUGUST 23rd at 2:00 P.M.**

- 1. CALL TO ORDER AND NOTICE OF MEETING:** The regular meeting of the Village of Taos Ski Valley was called to order by Mayor Pro Tem Wittman at 2:00 pm. Notice of the meeting was properly posted. Mayor Pro Tem Wittman asked for a moment of silence in honor of the passing of Mayor Neal King.

2. ROLL CALL

Clerk Wooldridge called the roll and quorum was present. Mayor Pro Tem Wittman said that would accept motions from three of the councilors. If one of the councilors recuses themselves from the vote, Mayor Pro Tem Wittman will break the tie if necessary.

Governing Body Present:

Councilor Henry Caldwell

Councilor Brent Knox

Councilor Chris Stagg

Councilor Tom Wittman, Mayor Pro Tem

3. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as written

Motion: Councilor Caldwell S **Second:** Councilor Knox **Passed:** 3-0

4. APPROVAL OF THE MINUTES OF THE JULY 26, 2022 VILLAGE COUNCIL REGULAR MEETING and the JULY 29, 2022 VILLAGE COUNCIL SPECIAL MEETING:

Motion: to Approve the minutes as presented

First: Councilor Stagg **Second:** Councilor Knox **Passed:** 3-0

5. CONFIRMATION OF THE PERSONS WHO SHALL BE EMPLOYED BY THE MUNICIPALITY INCLUDING THE APPOINTED OFFICES: The Appointed positions are Village Administrator, Village Clerk, Police Chief, and Treasurer. An employee list of names/positions was presented to the Council of the current Village Staff.

MOTION: To Confirm the Persons who shall be employed by the Municipality including the Appointed Offices

First: Councilor Stagg **Second:** Councilor Knox **Passed:** 2-1

Discussion: Administrator Avila states this process is the Appointing of the Officers, (Administrator, Clerk, Treasurer, and Police Chief) This is statutorily required after each election. Mayor Pro Tem Wittman stated this was to be held in April, and Mayor Neal King asked that this be postponed. The Term will be served until the next administration where they can be reappointed or not reappointed by the new Mayor. The mayor shall recommend, and the council will approve. All other employees are hired by the Administrator that fall under a different category.

6. PRESENTATION OF CERTIFICATE OF APPRECIATION: Patrick Nicolson presented the AmeriCorps VTSV service member 2021-22 Certificate of Appreciation for a job well done. This Certificate is given to Scotney Blackburn for serving the VTSV for the last 10 ½ months. Ms. Blackburn

has worked on the NFL Grant, Community Wildfire Prevention Plan, the Village Trails Plan, Trails Development Application, numerous parks and recreation tasks, the village social media outreach efforts, and much more.

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

1. Dan Vaughn (Chamber of Commerce Director) presented a recap on events that have been held at the Taos Ski Valley. The 16th annual Up and Over race was held a few weeks ago. A lot of positive feedback was given from numerous runners. There were 261 registered runners. Dan expressed his gratitude to Police Chief Vigil, Administrator Avila, Bob Heflen, Kayla Hawari, TSVI, Councilor Stagg, and Nicole Zin. The next scheduled event is Oktoberfest to be held September 17th, and 18th 2022. There will be music in the Plaza as well as at the Bavarian Lodge.

2. Drew Chandler from Russell Engineering presented an update on the overhead power removal plan to be held this summer. Attachments were presented of the mapping area. There are different phases of the project. Power lines will be installed underground. This is the first phase of this project. Lumen formerly known as Century Link also has copper phone lines overhead. These lines will be removed and laid in the existing trench with the power lines. Power, phone and gas lines will be in these trenches as well. The poles that have the lines attached to them are owned by KCEC. Councilor Caldwell questioned whether if this project is funded by the franchise fees. Per Administrator Avila the roadway is actually on the TIDD project list, although this project is under the TSV Inc underground effort separate from any TIDD project. Chaz Rockey also stated that the utility work should fall under the TIDD category- This would be a broader multi-phase project that should fall under the TIDD. To be discussed further.

8. COMMITTEE REPORTS

A. Planning & Zoning Commission: meeting to be held next month- no reports

B. Public Safety Committee: Presented by Mayor Pro Tem Tom Wittman on behalf of Kathy Bennett: The committee would like to announce three new members Keith Kiehl, Mitch Daniels, and Councilor Caldwell.

C. Firewise Community Board: Quigley Peterson: Setting up training schedule,

D. Parks & Recreation Committee: No meeting this month-there will be a meeting held next month

E. Lodger's Tax Advisory Board: No reports this meeting

9. REGIONAL REPORTS: Administrator Avila reported that the Legislative Finance Committee would be meeting in the Village September 21-23, 2022.

10. MAYOR'S REPORT: Presented by Mayor Pro Tem Wittman. It was a sad moment for the Village yesterday on the passing of beloved Mayor Neal King. Mayor Pro Tem Wittman thanked the Village Staff, Administrator Avila, Chief Vigil, and many others who organized an honorable procession down the mountain for Mayor King.

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

11. STAFF REPORTS:

- A. Administrator Avila:** CDC changed their order on Covid, masks are no longer required indoors, please be cautious and courteous. It's basically up to the individual. The Village office is open 5 days a week and staff is present. The underground electricity Project Phoenix-Coyote is almost complete. The next phase approved for the project is underway. Upper Twinning Project for underground electric should be started and completed this summer. Additional information from contractors and the attorney will be gathered for the wastewater treatment plant and will be discussed at the next meeting.

The Village currently has an on-call contractor that is doing work on the water tank. The village complex will be discussed further on the agenda in this meeting. There is work to be complete on a grant application for charging stations in the hiker parking area. The NCRTD is in the process of getting a route plan for the VTSV. The Town of Taos and Taos County will contribute to this agreement. When the agreement is completed, it will be brought before the council. This will be funded by Lodgers tax.

- B. Interim Finance Director Morris Madrid:** Mayor Pro Tem Wittman announced a new Finance Director has been hired- Carroll Griesedieck. Finance Temp Morris Madrid offered new perspectives/responsibilities and what is required with the hiring of the new finance director and what should be expected. Finance Temp Madrid stated the Profit and Loss report is a great report to check on comparisons through the years. Reports were presented. The Income and Expense report shows the revenues per category per month. Reports presented. The highest revenue reported in July 2022 was under the Sewer Category. On the Expense side of the report the Salary and Benefits is reported to be the highest expense. Salary and Benefits report tends to report high as human resource is very valuable. Finance Temp Morris Madrid also presented handouts with preparing for the upcoming audit: This information is presented to help with the audit and help enforcing all the state statues/budgets, there are very strict requirements. Finance Temp Madrid also thanked everyone for the opportunity to work with the Village of TSV.

Discussion: Mayor Pro Tem Wittman asked how the Village increase pay has affected the budget expense report for July. Per Finance Temp Madrid this increase was not in effective in July. This increase will take effect in August. The small increase percentage will be about 7.5%.

- C. Police Chief Vigil:** Chief Vigil presented reports: Monthly Public Safety Reports. This report reflects different categories of phone calls, traffic enforcements, etc. Councilor Caldwell questions whether the verbal or written warning are being tracked in any manner. Chief Vigil reported these warnings are being tracked.

- D. Fire Dept:** Chief Vigil has announced that four police officers have volunteered and completed the training as firefighters.

- E. Building Official Bowden:** Jalmar Bowden reported that he has been looking for contractors and making appointments for participants. He is working on choosing the residences that qualify for NFL grants. Information should be out in the next week or two. All citizens that did not qualify will be notified. The notifications will take place mid-September.

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

F.Planning Director Nicholson: A detailed report was presented: Preliminary field work for the avalanche and mapping update will occur during September 15-16. Twining Rd Construction Project Engineering and design has been completed. Field surveyors were onsite in August. The Geo Technical investigations will proceed in September. All engineering work to be completed by 2023.

G.Public Works Director Martinez: Reports a lot of construction going on. Crews have been working hard to maintain the scope of the road. It's been difficult this year because of the heavy rainfall. The crews have been very diligent. Water usage was up 13.62% from last year for the month of July. There will be Site visits with engineers to discuss the water system repairs. The Public Works Dept has one opening for employment and the final budget for the landfill has also been approved.

H. Clerk Wooldridge: Reported that there will be a conference held by the NM Municipal League. This event is on August 31, 2022, thru September 2, 2022. At this event the NM Municipal League will elect a President, Vice President, Treasure and three Directors for Two-Year Terms. The Annual Statement of Municipal Policy and Annual resolutions will also be adopted. Mayor Pro Tem Wittman volunteered to attend the Conference and be the voting member on the Resolutions Committee.

I. Attorney Baker: no Reports

12. OLD BUSINESS

A. Consideration to Accept the Water Repair Plan by TSVI for 100% performance of the Water Study MOU Amendment:

Administrator Avila reported that this is an agreement between the Village and TSVI to conduct the Water Study to the water repair report that was approved in March 2022. The Village and TSVI have amended the MOU agreement so that a plan of repair could be further developed. The engineer will also be available for questions.

Motion: to accept the Water Repair Plan by TSVI for the Water Study MOU Amendment

First: Councilor Caldwell **Second:** Councilor Knox **Passed:** 3-0

B. Discussion of Village Complex Appraisal and Public Use of Property at 1346 NM 150 with Direction of the Village Council for Disposition:

Administrator Avila reported that the Village has obtained a market appraisal for the Village complex. There are many activities that are housed at the Village Complex. One point of consideration is the cost/value of the units that is \$150,000.00 a year. There is also an agreement between the Fire Marshall's Office and the Village. This agreement states there is grant money available to move the administrative office to the complex. If the grant is not used this funding will no longer be available. The complex can be used for public/administrative use or put on the market.

Discussion: Councilor Stagg would like to fix the complex up or sell it. Prefers to fix the complex. Councilor Mayor Pro Tem Wittman would like to put it on the market for sale. Councilor Caldwell would like to fix the complex as a bidding process may take a lot of time. Councilor Knox would like

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

to know what the cost of fixing up the complex would cost. More information is requested. Cost of repairs, uses of the complex, and Market Insight. This item will be further discussed.

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

Public Works Director Martinez has reported the cost of the Purchase for the materials is \$35,219.32. This project is for the plumbing material and for the Village maintenance and operation of Village Water Infrastructure. A list of materials was presented.

Motion: To table the approval of Plumbing and Material Purchase from Roger Pattison for further discussion.

First: Councilor Stagg **Second:** Councilor Caldwell **Passed:** 2-1

Discussion: Councilor Stagg states he would like to make sure that this material will be used and accepted with contractors contracted to perform the work due to warranty issues with older materials.

Councilor Caldwell would like to purchase the material when there is a project where it is needed.

13 NEW BUSINESS

A. Consideration to Approve Resolution No. 2023-517 the Village of Taos Ski Valley 2024-2028 Infrastructure & Capital Improvements Plan (ICIP)

Motion: To Approve Resolution No. 2023-517 VTSV Infrastructure & Capital Improvements Plan 2024-2028

Director of Planning & Community Development Patrick Nicholson stated that the ICIP for the village is prepared annually for submission to NM Dept of Finance and Administration. This establishes Village policy and project funding priorities for the next five-year period 2024-28.

First: Councilor Caldwell **Second:** Councilor Knox **Passed:** 3-0

Discussion: Councilor Caldwell would like for Councilors to pay special attention to the unfunded portions of this plan. The Village has very little funding and there are many projects that still need funding.

B. Consideration to Approve Contract for a Grant Writer to Complete Requests for Water and Wastewater Funding:

Administrator Avila reported that Mayor Neal King asked that we bring in a grant writer for the fire station housing. The grant had just been submitted that morning. Allison from Metrix is the grant writer and can help with writing other grants.

Motion: To Approve Contract for a Grant Writer to Complete requests for Water, Wastewater, and other possible Funding:

First: Councilor Caldwell **Second:** Councilor Knox **Passed:** 3-0

Discussion: Councilor Caldwell would like to know who Metrix LLC is that will be writing the grants and what qualifications do they have? Administrator Avila reports Allison from Metrix has extensive experience. Metrix was recommended by TSVI. The Village has a need for funding projects, most urgently being assistance in water and wastewater. This contract will also not be restricted to Water & Wastewater. There also is a current opportunity with FEMA Funding Water and Wastewater that is due to expire.

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

C. Consideration to Approve the Village of Taos Ski Valley Health Incentive Policy:

Administrator Avila would like to propose this incentive be changed from a practice to a policy. The current reimbursement is 300.00 and would like this amount to be raised to 500.00. This would be per year.

Motion: To approve the VTSV Health incentive Policy

First: Councilor Stagg **Second:** Councilor Caldwell **Passed:** 3-0

D. Consideration to Approve Adjusting Village Staff Entry Level Pay:

Administrator Avila has stated the market entry level of recommended pay has gone up. The Village of TSV entry level pay is \$15.00. \$17.50 will be the new minimum hour of pay for the Village. The budget adjustment for the increase for the year would be about 6,000.00 per Finance Temp Madrid.

Motion: To approve Adjusting Village Staff Entry Level Pay

First: Councilor Caldwell **Second:** Councilor Knox **Passed:** 3-0

14. MISCELLANEOUS: Mayor Pro Tem Wittman announces: Kathy Bennett on behalf of Neal King would like to have a party (celebration of life) in his honor. Scotney Blackburn thanked all the Village staff for making the most of her time spent working for the VTSV. Andrea Heckman would like to recommend that the Village recognize Kathy Bennett and Neal King for all their years of service.

15. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL: A special meeting will be held-the requirement to appoint the placing of a new Mayor. The special meeting: to be held Friday August 26, 2022, at 2:00 pm. The next regular meeting of the Council will be held on September 27, 2022 at 2:00

16. ADJOURNMENT:

Motion: to Adjourn **First:** Councilor Caldwell **Second:** Councilor Knox

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



VILLAGE COUNCIL SPECIAL MEETING-MINUTES
VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, AUGUST 26, 2022 2:00 P.M.

DRAFT

1. **CALL TO ORDER AND NOTICE OF MEETING:** The Special meeting was called to order by Mayor Pro Tem Wittman
2. **ROLL CALL:** Ann Wooldridge, Village Clerk, called the role and quorum was present.

Governing body Present:

Councilor Henry Caldwell

Councilor Brent Knox

Councilor Chris Stagg

Councilor Tom Wittman, Mayor Pro Tem

3. **APPROVAL OF THE AGENDA**

Motion: To approve the agenda as written

Councilor Caldwell stated he would like to have a special election for the mayor position. This would let the voters elect who they would want. Councilor Caldwell believes this would be the best democratic decision.

First: Councilor Stagg

Second: Councilor Caldwell

Passed: 4-0

4. **NEW BUSINESS:**

A. Consideration to Appoint a Mayor for the Village of Taos Ski Valley in Accordance with NMSA 3-11-2

Motion: To Appoint Tom Wittman Mayor for the Village of Taos Ski Valley in Accordance with NMSA 3-11-2

First: Councilor Stagg

Second: Councilor Wittman

Vote: 2-2 (Councilors Caldwell and Knox voting nay)

Discussion: Councilor Stagg has nominated Mayor Pro Tem Tom Wittman to hold the position of Mayor. Councilor Stagg states the special election would cost the village a lot of money and time and is not necessarily the proper procedure. It would be best to appoint a mayor at this point and move forward.

Councilor Caldwell states he would like to see a special election held. The Village has held special elections in the past. The cost should not be an issue as it is not as costly as some projects that have been held in the past.

Councilor Knox would like a special election to be held. The main concern would be that there would be three of the Governing Body positions appointed instead of elected. If Councilor Wittman were nominated by majority vote to Mayor, then someone would need to be appointed to Councilor to fill his position.

Village Clerk Wooldridge said that the statute says that the person appointed by majority vote for Mayor would fill the mayor position until the current term is up, which is in 3 ½ years.. One of the Council positions will be expiring at the end of this term. Village Clerk Wooldridge will look in the statute. If someone is appointed to Councilor, that person's term lasts only until the next election.

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

Councilor Wittman would like Councilor Stagg to change his motion, to include electing a new Councilor should a Councilor be chosen as Mayor. Mayor Pro Tem Wittman will act as the Mayor Pro Tem until a special election can be held in February 2023.

B. Consideration to Approve the Subaward Grant Agreement for the Coronavirus State Fiscal Recovery Fund and to Authorize Village Administrator to Enter into the Agreement

Administrator Avila: There are funds provided by the state for CSFRF (Coronavirus State Fiscal Recovery Fund.) The Federal funding was awarded to States to disperse to local communities through CSFRF agreements. A \$750,000.00 project listed for the Water System Repair for the VTSV agreement is available. This agreement will allow the VTSV to access these funds.

Motion: To Approve the Subaward Grant Agreement and to Authorize Village Administrator to Enter into the Agreement.

First: Councilor Stagg Second: Councilor Knox Passed: 4-0

Discussion: Councilor Caldwell states there are a lot of requirements in order to obtain this agreement. This agreement will take place within the next two years.

5. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL: The next meeting of the Village Council will be held on September 27, 2022, at 2:00 via Zoom.

6. ADJOURNMENT

Motion: to Adjourn

First: Councilor Caldwell Second: Councilor Knox Passed: 4-0

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

John Avila
Village Administrator
Village of Taos Ski Valley Council
Monthly Briefing
September 27, 2022



*** Ongoing & Past Projects ***

COVID -19 - Pandemic Emergency:

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

Symptomatic employees should be directed to Rapid Testing, but it is not appropriate for asymptomatic people - it is best to get a Rapid test after 24 hours and up to 5 days of symptoms. Consortium says: Have Covid Symptoms? Stay HOME, get tested at the Sagebrush Inn (M-F), Holy Cross Hospital or the Youth & Family Center

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

WWTP

The corrections to the Wastewater Treatment plant are scheduled to start the first part of October with a target of 30 days to operation and before the start of the Ski Season. Work is still being done to conclude testing reports for equipment and working with the contractors to pursue the funds needed to make corrections. The Integrated Water Systems engineers and technicians are in contact to address system operations issues including monitoring programs, ceramic plate performance, improving the ultraviolet treatment and injector corrections. The temporary treatment plant will be removed when IWS arrives in the Village for work on the plant.

Kachina Water Tank

Ensuring that the water delivery is optimum, Public Works has reviewed the onsite status of operating systems for the Kachina Tank including water delivery. The project will not be accepted as final until conditions to correct segregation valves are met. Because of COVID product lead times and work demands, the engineers have not yet secured the valves for correction. The correction of segregation valves is guaranteed at no additional cost to the Village.

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

of the Kachina Water Tank. Plummer has begun design work for the Booster Station and latest are under review.

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

Village Complex

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

The damage from the snow gale to units 9,10 and 1 was assessed, after the insurance adjuster and the engineer visiting the site. The Village will appeal the loss valuation. Because of the structural damage, it is more likely that repair would be more expensive than compensating for removal a unit. The Village will procure repair of the units 9 and 10. The appraisal services to establish a base line market value of the Village Complex at 1346 NM150 is discussed later in the Agenda.

The Building Inspector, Public Safety Housing EMS/Fire, Police and Fire Administration Offices are currently housed in Village Apartment units.

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

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

Facility Undergrounding

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

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

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

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

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

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

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

Proceed with underground work and connect to the underground service,

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

TIDD

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

Entry Road:

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

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

The planning documents, Village Water Study and the amendment Water Line Repair Plan are anticipated as TIDD eligible projects.

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

Items

USPS /Safety

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

A meeting between The Chamber and TSVI scheduled for 6/27/2022 will shed light on the contract status for Postal Service.

Plan of Finance

The search for Finance Officer is completed and Carroll Griesedieck has been on the job. There has been much to catch up, but Carroll is finding out about the state and local systems as well as getting us back on track for primary accounting and has started on the audit preparation. Procurement Training for Certified Procurement Officer will be held in October and Carrol will attend. With training and policy discipline the Departments will have an easier time with their procurement responsibilities.



Council Notes for September 27, 2022 Meeting:

Revenues:

GRT : This month last year: \$41,195 This month this Year: \$35,075

Last Year YTD: \$109,912 This Year YTD: \$ 89,724

Lodgers Tax:

This month last year: \$38,815 This Month this year: \$29,642

YTD Last year: \$57,061 YTD This year YTD: \$47,357

The TIDD received \$48,994 in GRT in August

REVENUES:

- We received **\$14,070** in hold harmless GRT revenue in August which will be transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- GRT is down approximately 18% from last year.
- Combined Water and sewer sales are up 8% from last year.
- Lodger's tax collections are down 17% from last year.
- Building permits are up 564% from last year.
- Village received \$7,817 in property tax collections in August 2022 for a YTD total of \$18645. Collections are up 73% from last year.

- EXPENSES:

- *Summary to come.*

- On August 26, DFA approved the 2022-2023 final Budget:
 - Taos Ski Valley (Village) final budget for Fiscal Year 2022-2023 has been reviewed and approval given by LGD Director. BFB Analyst can proceed to prepare budget approval letter for Director's signature.
- On August 26, DFA approved the FY2022 Q4 financial report:
 - Your financial report for FY2022 Q4 has received LGD approval.
- October 4, 2022, Auditors arrive onsite.
- October 11-14, 2022, Procurement Code Certification classes
- FY2023 Q1 report due to be submitted to LGD.

1:03 PM

09/23/22

Cash Basis

VILLAGE OF TAOS SKI VALLEY

Preliminary Statement of Revenue & Expenses

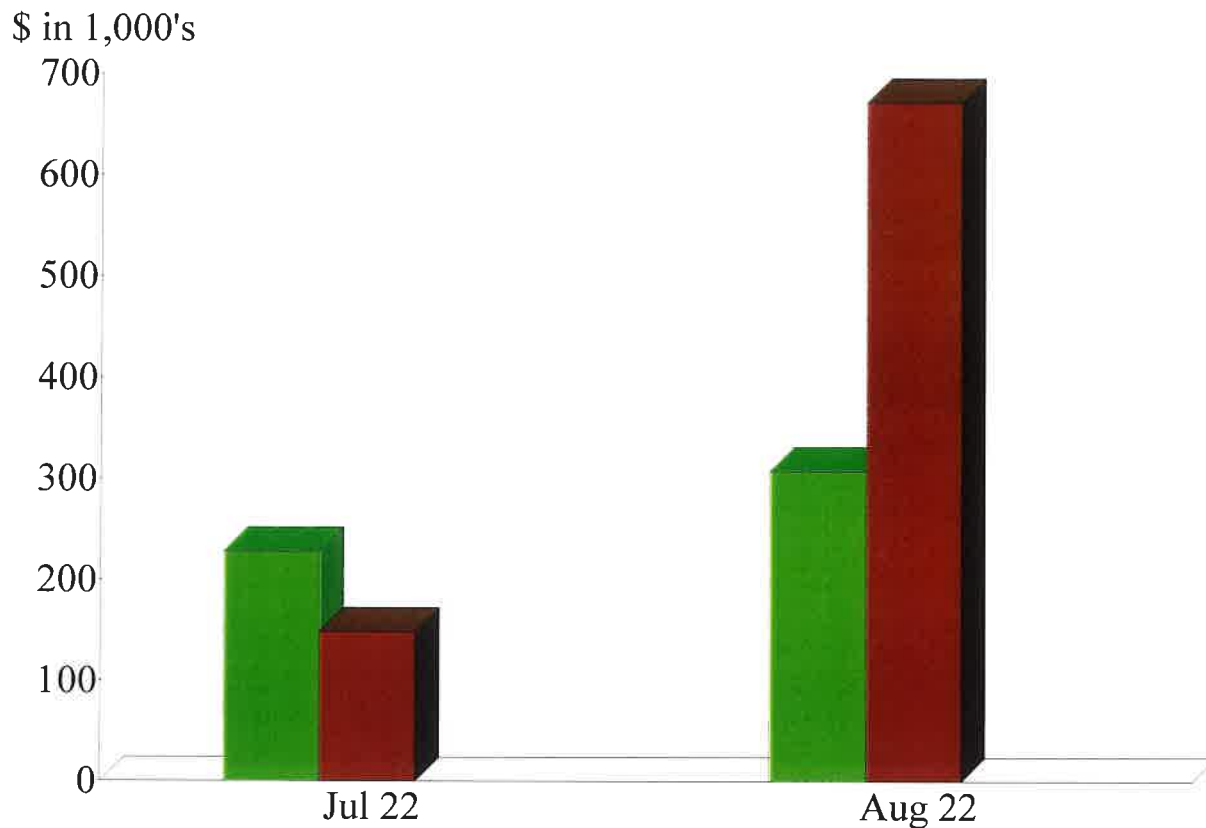
July through August 2022

	Jul - Aug 22	Jul - Aug 21	\$ Change	% Change
Ordinary Income/Expense				
Income				
4016 · Revenue - GRT ITG Telecom	38.23	0.00	38.23	100.0%
4017 Revenue GRT Comp Tax	1,189.57	200.57	989.00	493.1%
4012 · REVENUE -Water Sales	28,575.22	26,533.30	2,041.92	7.7%
4013 · Revenue - Sewer	114,300.84	106,133.24	8,167.60	7.7%
4018 · REVENUE- GRT HB 6	0.00	253.34	-253.34	-100.0%
4019 · REVENUE-Hold Harmless GRT	20,497.45	21,041.44	-543.99	-2.6%
4020 · REVENUE - GRT MUNICIPAL	39,141.23	107,948.70	-68,807.47	-63.7%
4021 · REVENUE - GRT- STATE	48,976.02	0.00	48,976.02	100.0%
4025 · REVENUE -LIQUOR LICENSES	0.00	500.00	-500.00	-100.0%
4026 · REVENUE - BUSINESS LICENSE	2,480.00	2,670.00	-190.00	-7.1%
4027 · REVENUE - OTHER	18,283.29	23,431.88	-5,148.59	-22.0%
4028 · REVENUE - GASOLINE TAX	870.26	834.00	36.26	4.4%
4029 · REVENUE - LODGER'S TAX	47,356.76	57,061.21	-9,704.45	-17.0%
4031 · REVENUE - PARKING FINES	32.00	35.00	-3.00	-8.6%
4034 · REVENUE - MOTOR VEHICLE FEES	4,869.35	3,183.77	1,685.58	52.9%
4035 · REVENUE - BUILDING PERMITS	31,831.40	4,791.40	27,040.00	564.3%
4036 · REVENUE -Licenses/Permits Other	85.00	750.00	-665.00	-88.7%
4037 · REVENUE - GENERAL GRANTS	0.00	6,304.50	-6,304.50	-100.0%
4046 · REVENUE - SOLID WASTE FEE	14,541.56	14,776.25	-234.69	-1.6%
4047 · REVENUE - OTHER OPERATING	1,969.01	1,371.45	597.56	43.6%
4049 · REVENUE - FIRE GRANTS	119,296.00	106,403.50	12,892.50	12.1%
4058 · Plan Review Fees	5,287.28	400.73	4,886.55	1,219.4%
4059 · Proceed NMFA Issuance of Debt	0.00	454,115.50	-454,115.50	-100.0%
4060 · WTB FY2016 revenue	4,950.07	0.00	4,950.07	100.0%
4100 · Miscellaneous Revenues				
4110 · Misc Revenue- TIDD reimburse	0.00	3,806.56	-3,806.56	-100.0%
4100 · Miscellaneous Revenues - Other	476.12	0.00	476.12	100.0%
Total 4100 · Miscellaneous Revenues	476.12	3,806.56	-3,330.44	-87.5%
4190 · Rental Fees	0.00	2,000.00	-2,000.00	-100.0%
7004 · REVENUE - FINANCE CHARGE ON W/S	345.59	492.28	-146.69	-29.8%
7005 · REVENUE - INTEREST INCOME	12,568.47	1,177.29	11,391.18	967.6%
7006 · REVENUE -INVESTMENT INTEREST	0.10	15.88	-15.78	-99.4%
7010 · REVENUE - AD VALOREM TAX	18,645.46	10,797.24	7,848.22	72.7%
9000 · BEG. BALANCE	0.00	0.00	0.00	0.0%
Total Income	536,606.28	957,029.03	-420,422.75	-43.9%
Gross Profit	536,606.28	957,029.03	-420,422.75	-43.9%
Expense				
8433 · NMFA FY2022 Fire Loan Interest	2,132.22	0.00	2,132.22	100.0%
8432 · NMFA FY2022 Fire loan Principal	28,047.05	0.00	28,047.05	100.0%
6100 · Salary and Benefits				
6112 · SALARIES - STAFF	167,285.09	153,891.91	13,393.18	8.7%
6113 · SALARIES - ELECTED	5,252.28	5,252.28	0.00	0.0%
6115 · Overtime salaries	4,186.24	173.20	4,013.04	2,317.0%
6122 · HEALTH INSURANCE	36,646.92	35,371.20	1,275.72	3.6%
6125 · FICA EMPLOYER'S SHARE	10,754.45	9,670.75	1,083.70	11.2%
6127 · SUTA STATE UNEMPLOYEMENT	242.02	179.77	62.25	34.6%
6128 · PERA Employer Portion	16,732.24	14,620.34	2,111.90	14.4%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	0.00	600.00	-600.00	-100.0%
6133 · Life Insurance	163.54	159.14	4.40	2.8%
6134 · Dental Insurance	2,397.82	2,281.46	116.36	5.1%
6135 · Vision Insurance	415.00	400.70	14.30	3.6%
6136 · FICA -EMPLOYER SHARE MEDICARE	2,515.15	2,261.72	253.43	11.2%
Total 6100 · Salary and Benefits	246,590.75	224,862.47	21,728.28	9.7%
6220 · OUTSIDE CONTRACTORS	354,862.35	97,304.03	257,558.32	264.7%
6225 · ENGINEERING	0.00	2,064.92	-2,064.92	-100.0%
6230 · LEGAL SERVICES	0.00	10,150.49	-10,150.49	-100.0%
6242 · ACCOUNTING	0.00	1,792.53	-1,792.53	-100.0%
6251 · WATER PURCHASE, STORAGE	91.35	93.53	-2.18	-2.3%
6252 · INTERNET	1,838.16	1,423.68	414.48	29.1%
6253 · ELECTRICITY	12,934.31	12,003.77	930.54	7.8%
6256 · TELEPHONE	2,620.53	2,785.84	-165.31	-5.9%
6257 · RENT PAID	0.00	750.00	-750.00	-100.0%
6258 · WATER CONSERVATION FEE	55.98	76.20	-20.22	-26.5%
6259 · Natural Gas	1,837.76	571.52	1,266.24	221.6%
6270 · LIABILITY & LOSS INSURANCE	0.00	5,418.00	-5,418.00	-100.0%
6310 · Advertising	2,155.23	326.06	1,829.17	561.0%
6312 · CHEMICALS & NON DURABLES	35.10	2,421.97	-2,386.87	-98.6%
6313 · MATERIAL & SUPPLIES	18,249.54	9,803.00	8,446.54	86.2%
6314 · Dues/fees/registration/renewals	2,835.00	4,956.31	-2,121.31	-42.8%

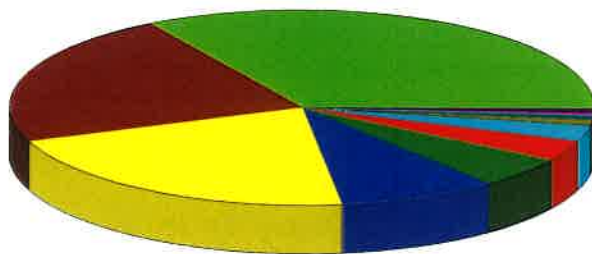
VILLAGE OF TAOS SKI VALLEY
Preliminary Statement of Revenue & Expenses
 July through August 2022

	Jul - Aug 22	Jul - Aug 21	\$ Change	% Change
6315 · BANK CHARGES	478.38	397.04	81.34	20.5%
6316 · Software	3,343.58	1,782.91	1,560.67	87.5%
6317 · Personal Protective Equipment	0.00	1,837.05	-1,837.05	-100.0%
6318 · Postage	116.00	165.00	-49.00	-29.7%
6320 · EQUIPMENT REPAIR & PARTS	-56.01	0.00	-56.01	-100.0%
6322 · SMALL EQUIP & TOOL PURCHASES	2,087.29	0.00	2,087.29	100.0%
6323 · SYSTEM REPAIR & PARTS	5,900.29	1,618.50	4,281.79	264.6%
6331 · OUTSIDE TESTING SERVICES	0.00	1,938.43	-1,938.43	-100.0%
6332 · EQUIPMENT RENTALS	26,100.00	0.00	26,100.00	100.0%
6417 · VEHICLE MAINTENANCE	-10,589.25	4,023.05	-14,612.30	-363.2%
6418 · FUEL EXPENSE	5,085.36	2,952.43	2,132.93	72.2%
6432 · TRAVEL & PER DIEM	0.00	252.80	-252.80	-100.0%
6434 · TRAINING	1,609.69	1,650.66	-40.97	-2.5%
6435 · Training Elected Officials	0.00	349.64	-349.64	-100.0%
6560 · Payroll Expenses	0.00	46.08	-46.08	-100.0%
6570 · Other Operations Expenses	2,187.60	2,611.39	-423.79	-16.2%
6712 · LAB CHEMICALS & SUPPLIES	1,667.02	731.98	935.04	127.7%
6716 · LAB TESTING SERVICES	833.46	1,653.03	-819.57	-49.6%
8322 · CAPITAL EXPENDITURES	55,948.03	0.00	55,948.03	100.0%
8428 · Debt Service GRT FY2020 repay	5,193.30	5,193.30	0.00	0.0%
8430 · USDA FY20 Interest Expense	28,419.67	23,423.79	4,995.88	21.3%
8431 · USDA FY20 Principal Expense	19,336.33	24,332.21	-4,995.88	-20.5%
Total Expense	821,946.07	451,763.61	370,182.46	81.9%
Net Ordinary Income	-285,339.79	505,265.42	-790,605.21	-156.5%
Other Income/Expense				
Other Expense				
9001 · TRANSFER TO (IN) FUND	-28,548.93	-192,247.99	163,699.06	85.2%
9002 · TRANSFER FROM (OUT) FUND	28,548.93	192,247.99	-163,699.06	-85.2%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	-285,339.79	505,265.42	-790,605.21	-156.5%

Income and Expense by Month July through August 2022



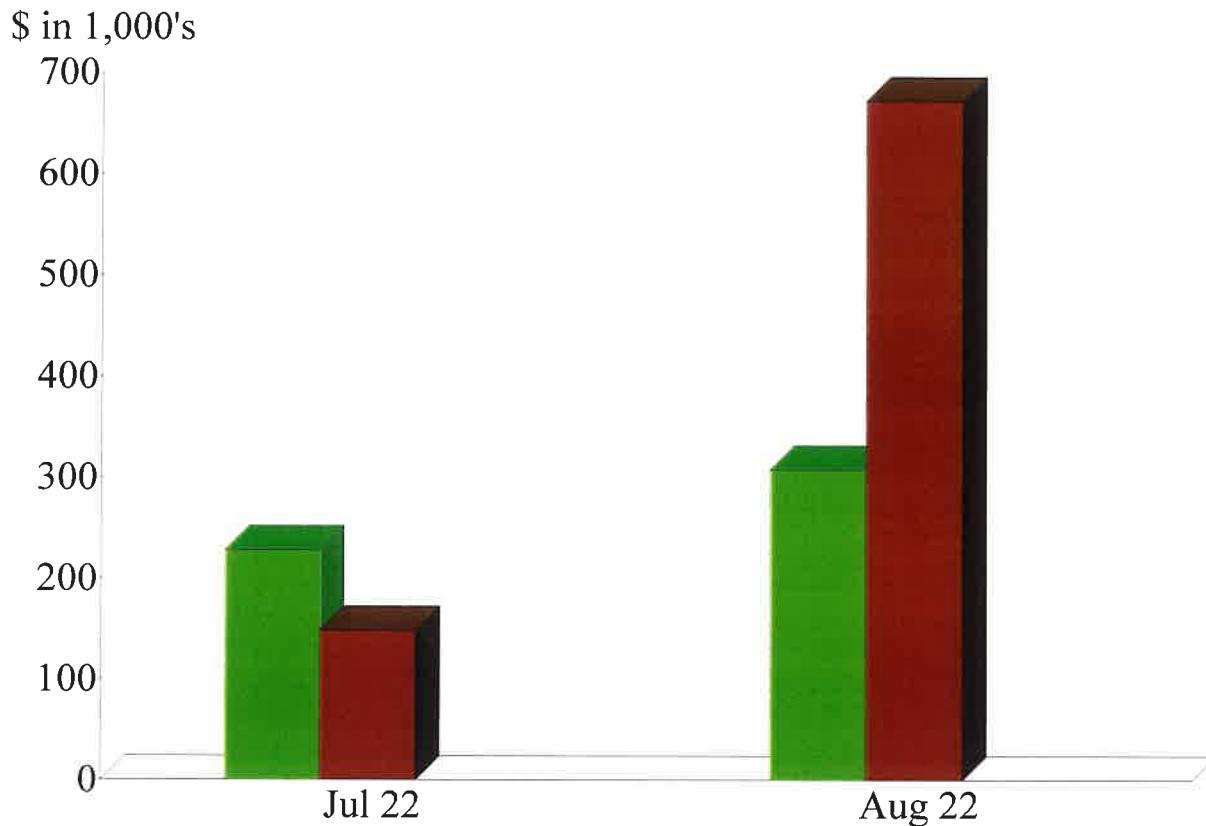
Income Summary July through August 2022



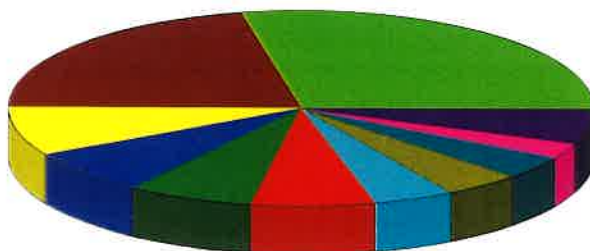
03 ADMIN & GEN	33.75%
18 FIRE CAP	22.28
02 Sewer	21.35
15 LODGER'S TAX	8.83
01 WATER OPERATING	5.34
44 Underground Electric-GFRR	3.37
77 Environmental Enterprise	2.71
05 STREETS	1.07
41 WATER DEPRC	0.92
43 GENERAL/ADMIN RESERV]	0.32
Other	0.05
Total	\$536,606.28

By Class

Income and Expense by Month July through August 2022



Expense Summary July through August 2022



03 ADMIN & GEN	28.46%
15 LODGER'S TAX	21.68
05 STREETS	8.28
44 Underground Electric-GFRR	7.26
02 Sewer	7.14
04 LAW ENFORCEMENT	6.90
18 FIRE CAP	4.51
14 LE CAP	4.38
01 WATER OPERATING	3.86
09 EMS	2.63
Other	4.88
Total	\$821,946.07

By Class

Gross Receipts Tax

CURRENT RATE = 9.3125%

GROSS RECEIPTS

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2012	\$64,073.01	\$26,203.38	\$23,181.89	\$42,430.30	\$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	\$926,426.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,864.17	\$48,702.07	\$58,630.68	\$75,354.62	\$89,599.77	\$118,550.59	\$207,717.57	\$250,972.85	\$212,959.98	\$187,022.24	\$243,419.70	\$35,925.42
YTD	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,558,719.66
FY2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,062.46
FY2020	\$73,181.77		\$83,775.61		\$88,409.53	\$146,106.99	\$125,934.38	\$319,335.98	\$239,931.17	\$274,561.13	\$264,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,652,811.41
FY2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06	\$122,193.28	\$251,925.28	\$236,440.15	\$214,210.24	\$289,075.34	\$55,873.27
YTD	\$68,159.90	\$142,393.78	\$188,880.72	\$270,929.98	\$360,870.36	\$510,135.42	\$632,328.70	\$884,253.98	\$1,120,694.13	\$1,334,904.37	\$1,623,979.71	\$1,679,852.98
FY2022	\$68,717.19	\$41,194.60	\$84,767.28	\$114,462.17	\$87,852.52	\$130,134.55	\$101,812.08	\$288,224.10	\$264,254.52	\$288,432.00	\$387,016.42	\$60,037.50
YTD	\$68,717.19	\$109,911.79	\$194,679.07	\$309,141.24	\$396,993.76	\$527,128.31	\$628,940.39	\$917,164.49	\$1,181,419.01	\$1,469,851.01	\$1,856,867.43	\$1,916,904.93
FY2023	\$54,648.70	\$35,075.40										
YTD	\$54,648.70	\$89,724.10	\$89,724.10	\$89,724.10	\$89,724.10	\$89,724.10	\$89,724.10	\$89,724.10	\$89,724.10	\$89,724.10	\$89,724.10	\$89,724.10

LODGERS' TAX

CURRENT RATE = 5% 7/01/04 thru Current the tax rate is 5%, 2/97 thru 6/04 tax rate was 4.5%

	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	\$65,779.34	\$2,387.53	\$1,223.37
YTD	\$3,611.20	\$10,258.41	\$16,620.90	\$23,535.20	\$27,122.26	\$31,534.97	\$73,083.69	\$131,135.04	\$200,954.12	\$266,733.46	\$269,120.99	\$270,344.36
FY 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,843.19	\$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	\$26,483.06	\$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	\$26,483.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,338.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY 2019	\$8,692.23	\$17,791.85	\$15,936.00	\$15,977.48	\$11,905.77	\$18,255.86	\$89,403.18	\$100,794.38	\$105,205.05	\$122,892.45	\$12,426.36	\$5,097.57
YTD	\$8,692.23	\$26,484.08	\$42,420.08	\$58,397.56	\$70,303.33	\$88,559.19	\$177,962.37	\$278,756.75	\$383,961.80	\$506,854.25	\$519,280.61	\$524,378.18
FY 2020	\$9,107.40	\$23,176.76	\$18,926.00	\$18,538.79	\$15,121.36	\$16,682.78	\$100,415.47	\$111,589.79	\$111,413.82	\$68,226.73	\$472.24	-\$453.54
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09	\$201,968.56	\$313,558.35	\$424,972.17	\$493,198.90	\$493,671.14	\$493,217.60
FY 2021	\$8,171.37	\$15,170.58	\$12,836.91	\$17,194.52	\$14,423.38	\$6,231.96	\$55,290.11	\$42,558.56	\$84,760.20	\$96,555.93	\$10,267.66	\$7,219.30
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76	\$74,028.72	\$129,318.83	\$171,877.39	\$256,637.59	\$353,193.52	\$363,461.18	\$370,680.48
FY 2022	\$18,245.95	\$38,815.26	\$26,765.37	\$22,996.72	\$22,728.29	\$23,037.99	\$110,392.10	\$131,470.22	\$148,831.28	\$158,043.82	\$17,101.43	\$6,264.48
YTD	\$18,245.95	\$57,061.21	\$83,826.58	\$106,823.30	\$129,551.59	\$152,589.58	\$262,981.68	\$394,451.90	\$543,283.18	\$701,327.00	\$718,428.43	\$724,692.91
FY 2023	\$17,714.27	\$29,642.49										
YTD	\$17,714.27	\$47,356.76	\$47,356.76	\$47,356.76	\$47,356.76	\$47,356.76	\$47,356.76	\$47,356.76	\$47,356.76	\$47,356.76	\$47,356.76	\$47,356.76

Monthly Public Safety Report

Aug-22

Law Enforcement	R. Salazar	J Gladeau	J. Hutter	V. Vigil	Totals	Last Year
911 Hang up						
Abandoned Vehicle						
Alcohol Offense - Adult						
Animal Calls						
Arrests						
Assists to other Agencies	0	1		3	4	6
B&E /Burglary						
Battery or Assault						
Business Alarm	0	1		0	1	3
Citizen Assists/Contacts	75	35	32	30	172	45
Civil Stand-by/Civil Complaint						
Disorderly /Disturbance						
Domestic Calls						
Embezzlement						
Foot Patrol Hours	32	24	8	8	72	58
Found/Lost Property						
Fraud Complaint						
Harassment						
Health Orders						
Larceny						
Law Unknown/Information						
Missing Adult/Person						
MVC's						
Narcotics Adult						
Natural Diasters						
Parking Citations	0	1	4	0	5	1
Private Property Crash						
Reckless Driver						
Residential Alarm	1	0	2	0	2	2
Shots Fired						
Suicide Subject						
Suspicious Persons/Vehicles						
Theft						
Traffic Enforcement Hours	32	36	40	10	128	63
Traffic Hazard	0	0	1	0	1	3
Traffic Stops	14	18	28	5	55	14
Tresspass / TresWarnings	0	0	1	0	1	0
Vehicle Theft						
Verbal Warnings	3	13	5	4	25	12
Welfare Check	1	0	0	0	1	4
Written Citations	6	4	8	0	18	8
Written warnings	8	1	15	0	24	8
Fire/EMS	0	1	1	2	4	3
Psych Behavior	0	0	2	0	2	0
Criminal Damage to Prop	0	0	1	0	1	0

Monthly Accomplishments for July 2022

Police Department Chief Vigil

- August 22, 2022 an escort for Mayor Neil King was mobilized by the Village of Taos Ski Valley Police, Fire, Village Staff, Taos Ski Inc. employees, friends and family. Mayor King was given a Police and Fire escort from his residence at Taos Ski Valley to De Vargas Funeral Home in Taos N.M.
- Operation plans and preparations were established for Oktoberfest that will be on September 17-18, 2022.
- Fire Fighter training for Officer Hutter and Officer Gladeau was held every Tuesday and Thursday all month to prepare and fill out the required Fire Task books allowing the Officer to attend the fire Firefighter Academy on September 16, 17 & 18 in Red River N.M... Arrangements for rooms and meals for the Fire Academy was also acquired for the Officers and several other Volunteer Firefighters.
- Three used Police Units from the NM Department of Public Safety were purchased and delivered and we are in the process of getting them equipped to be issued for service. Venues for the two Active Shooter classes were reserved, and they were conducted on August 10 and 11. Taos Ski Valley Inc. requested, and we arranged for 4 additional Active Shooter to be conducted in the next few months for the TSV Inc. employees (about 200 to 250 employees).
- I was also able to arrange with Lt. AJ Sloan who is an instructor in CEVO4 Training to present a CEVO4 training for the Village Employees along with the TSV inc. employees. This is done in an effort to have multiple certified ambulance drivers available in case of an emergency.
- New taser X7s were purchased to update our department's non-lethal arsenal. Previous tasers were outdated and we were unable to operate them due to the repairs they needed, which was no longer available to be done.

Items In progress for August

- Officer James Gladeau will be enrolled in a Taser X7 instructor training, so that he can qualify the department in-house to carry the X7 Taser.
- Speed Enforcement has been in force to combat speeding and other traffic violations in the Village of Taos Ski Valley. Multiple citations for traffic violation were issued.

- Arrangements were made for Officer Hutter and Firefighter Lt. Sloan to take the State Exam for the EMR course they recently passed. This exam will be taken on 9/22/2022 in Santa Fe.
- I'm still working with J&D electric to install the Warning sirens. This delay is due to the sub-contractors work schedule.
- Radio installation for the new units is planned this month since the radios were removed from the State vehicles.
- Graphic for the new unit is being constructed and will be purchased and installed in September or early October.

From Ray Gonzales Director of EMS

Training: Ray passed his Firefighter I/II Class, Advanced Skills, Internationally Accredited course and received Certificate EMS Continuing Education: Attending UNM EMS Consortium 1-4 per month, either in person or online

What I have been working on: organizing EMS Headquarters/Storage/Supply Apartment #2

Calls: It's been pretty quiet. A Couple of calls have been handled by TSV Ski Patrol.

In attendance for TSV runs, half and full marathon September 10. Everything went well as far as EMS. No injuries reported.

From TSVFD Fire Administrator Mitch Daniels

Public Safety Director V. Vigil, VTSVFD Chief Wisdom, Lt Sloan and I have been working on several projects to realign the fire department under his direction.

-Most importantly, the Fire Department is proud to announce the addition of two new firefighters, Police Officers James Gladeau and Justin Hutter.

-Engine 316, the newest apparatus has been out of service for several weeks for repair work. The engine will return to us on Friday, September 23.

-The engine will be out of service until a pump test can be completed in October.

-We are working with Scotney on getting the CWPP completed: Firewise and Public Safety meetings also discussed the CWPP.

-We will have hydrant testing and maintenance done on Thursday, September 22.

-Ladder testing has been completed. Three ladders failed and we will be replacing them.

-We will be ordering new bunker gear and equipment to replace severely outdated bunker gear and equipment.

-Chief Wisdom met with TSVI and their architect to review new firehouse plans.

-Fire drills are Thursdays at the Firehouse at 5:30pm.

Council report through September 23, 2022

Inspections performed residential: 14

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family and commercial: 18

Permits issued since last council report:

0_ new residential building.

5_ residential repair/remodel

0_ residential demolition

0_ new commercial buildings permitted.

5_ commercial or multifamily repair/remodel permitted.

1_ demolition commercial permitted.

1_ Projects currently in application or submission review.

1_ Residential project in discussion of pending submission.

Narrative of other activities:

1. In discussion with contractor to schedule repair of 2 unit building at Village Complex. The tree was removed from Unit 1 on July 27 as rescheduled. It was visited Thursday August 18 by insurance adjuster. Initial verbal report is that unit is a total loss. Repair would be stripping it to slab for rebuild.
2. Update of the Non-Federal Lands Grant. Pricing of mitigation corridors ongoing with contractors. Work plan for mitigation work through 2023 shall be ready for submission to State Forestry and State Legal review the week of 9/26/22. Highest risk private properties work plans and pricing are October activities.
3. Walls are in progress at the new Mogul Medical and foundation and wall activities are progressing at the Firehouse/Admin building site.
4. Scotney Blackburn has completed her term of Americorps service with the Village. Her assistance to our efforts were extended with temporary part time contractual work. As many in the Village are aware she has been instrumental in the success to this point of the NFL Grant and has contributed in several other positive ways to further the goals of the Village.

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

Projects Updates and Key Initiatives:

Twining Road Reconstruction Project - Preliminary engineering and design completed. Field surveyors were on site recently to acquire additional information needed for final design. Geo-technical investigations, including roadway test pits, to proceed in October. Intent remains to have all engineering and design work completed during FY 2023. Drainage, utility, and grade improvements are significant project components. Construction phase costs are estimated to be approximately \$8M.

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

Avalanche Hazard Assessment & Mapping Update - Preliminary field work occurred September 15-16 with another visit expected prior to snowfall. The report would provide a detailed review and update to the village's avalanche hazard maps and the existing avalanche hazard zoning ordinance. The current avalanche hazard maps are based on a 2001 Study by Arthur I. Mears, P.E. Since 2001, notable advances in avalanche science and new snow and avalanche data will lead to improvements in the Village's understanding and better land use regulations to protect the public's health, safety, and welfare.

Development Impact Fee Assessments - Payment of required Development Impact Fees (DIF) for three TSVI projects - Mogul Medical, Administration Building, and Warehouse facility remain in escrow. The Developer has submitted a letter requesting a substantial reduction in assessed fees, a nearly 90% discount. The Village determination of revised fees is an item on the Council agenda. Credit may only be applied to assigned fees, once a direct financial contribution to projects listed on the Council ratified Capital Improvement Project list is provided to the Village.

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

Recreational Trails Grant - Success. In partnership with the RMYC, a Trails Plus grant has been awarded by the NM State Outdoor Recreation Division for development of five Village trail

segments with linkages to adjacent established US Forest Service trails. Detailed trail assessments and field work to occur later this month in preparation for trail development and built-out activities next summer. Wayfinding signs and environmental education kiosks adjacent to the Kachina wetlands trail and other trail locations are included in the project grant.

Development Review Permits - Several minor land development related permits were issued this month including:

- 2 Excavation & Grading Permits
- 1 Certificates of Compatibility
- 2 Administrative Variances
- 1 Tree Removal Permit

Planning GIS Office - The Village GIS services contractor has accepted, after some delay, the contract renewal for FY '23. Contract approval is an item on the Council agenda.

AmeriCorps Program Coordination - The service year for our AmeriCorps member, Scotney Blackburn, ended on August 31. Since then, we were able to extent her contribution to the Village until September 26 to complete an updated draft CWPP and continue assisting Jalmar Bowden on implementing the NFL fire-mitigation grant. Unfortunately, due to an unresolved personnel and human resources issue, the Village is ineligible to continue to participate in the AmeriCorps program. The Village will remain ineligible for this federal program until the matter is properly addressed.

Planning Commission Meetings – A Commission training session on governance, ethics, and conduct in the context of Planning Commission duties, roles and responsibilities is scheduled for September 26 at 1pm in the Lake Fork Room. No regular September Commission meeting. Next scheduled meeting is November 7, 2022.

The date of the public hearing for the Conditional Use Permit request for the reconstruction of the Hotel Saint Bernard is to be determined. The project application packet remains incomplete. The Development Review Team and Village Administrator have requested additional information.

PUBLIC WORKS UPDATE

September 27, 2022

- Water:
 - Monthly sampling
 - Maintenance and Repairs
 - Water usage was up 20.2% from last year for the month of August.
- Wastewater:
 - Plant Operations
 - No permit excursions
 - Cleaning sewer collection lines
 - Sewer connection for home on Upper Twining
 - Received Notice of an Administrative Order (AO) from US Environmental Protection Agency (EPA)
 - Audit of our permit excursions that have been reported to Council and EPA throughout this year. Submitted report back to EPA reporting that plant is in compliance with permit requirements.

Date	BOD Data		pH	TSS		NH ₃ (Ammonia)		Total P		Flow, MGD	E Coli	Fecal	Total N: mg/L	Total N: lb/d	Influ
	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
11			6.70							0.041	1.00	1.00	0.00	0.00	
17	2.00	0.68	7.08	0.30	0.10	0.36	0.12	0.08	0.03	0.041			3.40	1.16	
25			7.11							0.025	1.00	1.00	0.00	0.00	
Total		0.68			0.10		0.12		0.03	1.290			Total Nitrogen		1.1
7 Day Avg (MAX)	2.00	0.68	7.19	0.30	0.10	0.36	0.12	0.08	0.03	0.042	1.00	1.00	3.40	1.16	
Min	2.00	0.68	6.70	0.30	0.10	0.36	0.12	0.08	0.03	0.022	1.00	1.00	mg/L	lb/d	
30 Day Avg (AVG)	2.00	0.68		0.30	0.10	0.36	0.12	0.08	0.03	0.042	1.00	1.00	3.40	1.16	0.0
Removal %	97.94%			99.76%											

- Staff
 - We still have one open position in Public Works department, and we have extended an offer to the top candidate
- Plant and Collections Update
 - Compared to the flow in 2021, we are up 1.88% for the month of August.
- Roads:
 - Continue to maintain drainage along the roadway
 - Cleaning of the Drop Inlets (DI's) and bar ditch maintenance
 - Worked with TSVI to clean out sediment in the Beaver Pond
 - Maintenance to Road
 - Road Grading
 - Reshaping of road grade due to heavy rain fall
 - Tree removal alongside the road from the December 2021 wind event
- Equipment
 - Routine equipment maintenance
- General Public Work tasks
 - Electrical and gas undergrounding on Phoenix Switchback, Chipmunk and Coyote Roads along with the alley off Emma Road in Amizette with Kit Carson Electric, NM Natural Gas and Anchor Built.
 - Housekeeping in the buildings
 - Housekeeping around the Wastewater Treatment Plant
 - Hauling slash pile for resident's use

DMR Copy of Record

Permit

Permit #: NM0022101
Major: Yes
Permitted Feature: 001 External Outfall
Discharge: 001-A TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO

Permittees:
TAOS SKI VALLEY, VILLAGE OF
7 FIREHOUSE RD
38 OCEAN BLVD
TAOS SKI VALLEY, NM 87525

Facility:
Facility Location:

Report Dates & Status

Monitoring Period: From 08/01/22 to 08/31/22
Considerations for Form Completion

DMR Due Date: 09/15/22

Status: NotDMR Validated

Principal Executive Officer

First Name: Anthony
Last Name: Martinez

Title: Public Works Director

Telephone: 575-776-8220

Form NODI:

Code	Parameter Name	Monitoring Location	Season #	Param. NODI	Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 3	Value 3	Units	# of Samples	Frequency of Analysis	Sample Type
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	1	---	Sample = 0.68 Permit Req. <= 23.8 Value NODI 300DA AVG	0.68	26 - 35.77 DA AVG	26 - 35.77 DA AVG	26 - 35.77 DA AVG	2.0	30.0 30DA AVG	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00400	pH	1 - Effluent Gross	0	---	Sample = 6.7 Permit Req. >= 6.6	6.7	6.6 MINIMUM	6.6 MINIMUM	6.6 MINIMUM	7.19	8.8 MAXIMUM	12 - SU	0	05/DW - 5 Days Every Week	GR - GRAB
00530	Solids, total suspended	1 - Effluent Gross	1	---	Sample = 0.1 Permit Req. <= 23.8 Value NODI 300DA AVG	0.1	35.77 DA AVG	26 - 35.77 DA AVG	26 - 35.77 DA AVG	0.3	30.0 30DA AVG	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00600	Nitrogen, total [as N]	1 - Effluent Gross	2	---	Sample = 1.15 Permit Req. <= 27.7 Value NODI 300DA AVG	1.15	41.67 DA AVG	26 - 41.67 DA AVG	26 - 41.67 DA AVG	3.4	16.6 30DA AVG	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	1	---	Sample = 0.12 Permit Req. <= 5.34 Value NODI 300DA AVG	0.12	5.34 7 DA AVG	26 - 5.34 7 DA AVG	26 - 5.34 7 DA AVG	0.36	3.2 7 DA AVG	19 - mg/L	0	01/30 - Monthly	24 - COMP24
00655	Phosphorus, total [as P]	1 - Effluent Gross	2	---	Sample = 0.03 Permit Req. <= 1.2 Value NODI 300DA AVG	0.03	1.8 7 DA AVG	26 - 1.8 7 DA AVG	26 - 1.8 7 DA AVG	0.08	1.5 30DA AVG	19 - mg/L	0	01/30 - Monthly	24 - COMP24
50050	Flow in conduit or thru treatment plant	1 - Effluent Gross	0	---	Sample = 0.042 Permit Req. <= 0.042	0.042	Req Mon 30DA AVG	0.04	Req Mon 7 DA AVG	0.042	Req Mon DAILY MX	03 - MGD	0	01/01 - Daily	TOTALZ
50060	Chlorine, total residual	1 - Effluent Gross	0	---	Sample = 19.0 Permit Req. <= 19.0	19.0 INST MAX	9 - Conditional Monitoring - Not Required This Period	28 - ug/L	05/DW - 5 Days Every Week	GR - GRAB					
51040	E. coli	1 - Effluent Gross	0	---	Sample = 3.2 Permit Req. <= 3.2	CFU/100mL	02/30 - Twice Per Month	3.2	CFU/100mL	02/30 - Twice Per Month	GR - GRAB				

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: PUBLIC HEARING: Discussion and Direction of Council for disposition of the Village Complex (TML) property, considering Public Value of the property and projected Net Proceeds of the transaction.

Necessity, appraised market value and public use of the property with Direction of the Council for disposition

DATE: September 27, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Council Meeting of February 22, 2022 included discussion of steps to consider for sale of Public Property (TML) Village Complex and other Village properties. August 23, 2022 discussed appraised market value and public use of the property. A up to date accounting of TML project expenses was requested for direction of the Council for property disposition

Approximate \$Net/year Public Value: Loss of Fire Grant \$90,000/year + Public Facility replacement \$150,000 - (\$69,161+\$5,000)=\$165,839/year. *Public Value describes; the value that an organization or activity contributes to society.

Estimated Payback Period less 17years, with ROI: $\$165,839/\$2,690,872 = 6.163\%$

Public investment \$2,690,872 – Appraised Value \$1,540,000= Loss \$1,150,872 for net sale \$438,663 = \$1,540,000 MKT- \$1,101,337 Payoff.

Will sale of the entire property return the public investment of \$2,690,872?

What are the next steps to put the TML property on the Market?

Could sale of 8 condominium units pay off the \$1,101,337 debt and allow development of Village facilities on the front half of property?

Where will current Village offices at TML be housed if it is sold? Acknowledging that the Village now has Public use of Village Complex for: Police Administration (replaces a utility trailer used for 20 years by the police department), Fire Administration Office (An Agreement with the State Fire Marshal Office provides for nearly \$100,000/year to be awarded for keeping this office) EMS Office (Administration and Contingency Emergency Housing for EMT), Building Official and record storage (Office shared with P&Z has relocated to the Village Complex along with Records Storage reducing space in the main office and paid storage), Employee Housing (compensation for duties and as emergency and contractor use). Future Village uses are dependent on Council Direction and ability to obtain funding.

STAFF RECOMMENDATION: Staff recommended; creating a formal process for evaluating all Village properties for public use Vs Market value including the steps required for sale of Public Property, discussion of appraised market value Vs Value of public facilities, Direction of the Council for a process of Village property disposition.

Attached:

Total Investment Costs

Market Appraisal of NM1346 Village Complex

Attached See 2018 NM Statutes Chapter 3, Article 54, section 3-54-1

The Village of Taos Ski Valley
Village Complex TML Conversion

Property Loan Payoff @ Sept 2022	1,101,337	
Total spec project 17-03-01 TML Improvements		
Capital	856,510.43	
Contractor	9,101.56	
Staff	21,140.52	
Professional	75,141.88	
Utility	1,345.85	
Material	8,590.46	
Legal	1,769.88	
Misc.	604.85	974,205.43
Interest Paid	234,357	
Professional Staff (Rich Wilson)	269,213	
Capital Improvements Police Building	28,365	
Capital Improvements Apartments	83,396	
Total	\$ 2,690,872.51	

Insured event exp Dec 2021	7,960.19
Insured event exp Apr 2022	6,340.13
Insurance reimb Dec 2021	49,000.00
Insurance reimb APR 2022	49,000.00
Additional reimb both events pending	

**Brooks
Pearsall
Zantow LLC**

Real Estate Appraisers · Consultants · Analysts

Bruce Gunderson, MAI

July 25, 2022

The Village of Taos Ski Valley
c/o John Avila, Village Administrator
PO Box 100
Taos Ski Valley, NM 87525

Reference: Appraisal Report
10 apartment units and former vacant lodge/office/manager quarters (Former Taos Mountain Lodge)
1346 State Highway 150
Village of Taos Ski Valley, New Mexico 87525

We have completed an appraisal of the above-referenced property and we are pleased to submit the accompanying report of our findings and conclusions. The objective of the appraisal was to estimate the market value of the fee simple interest "as-is" in the property and prospective value following completion of proposed improvements of real estate only, subject to the assumptions and limiting conditions stated in the report. Our analysis indicates the following values of the property.

Effective Date:	June 13, 2022
Prospective Value (Assuming Storm Repairs only):	\$1,210,000
Prospective Value (Assuming Storm Repairs and Rehab of lodge/office):	\$1,540,000

The main body of our report provides you with our method of study as well as the limitations placed on the work product by the undersigned. Please read these limitations carefully so you may understand our conclusions clearly. In preparing this study, our conduct has been governed by the Code of Ethics of the various professional organizations of which we are members.

This opportunity to provide appraisal services to your organization is appreciated, and questions from authorized users of the report will be welcomed if any aspect of the research or analysis requires clarification.

BROOKS PEARSALL ZANTOW LLC



Bruce Gunderson, MAI

2018 New Mexico Statutes

Chapter 3 - Municipalities

Article 54 - Sale or Lease of Property

Section 3-54-1 - Authority to sell or lease municipal utility facilities or real property; notice; referendum.

Universal Citation: NM Stat § 3-54-1 (2018)

3-54-1. Authority to sell or lease municipal utility facilities or real property; notice; referendum.

A. A municipality may lease or sell and exchange any municipal utility facilities or real property having a value of twenty-five thousand dollars (\$25,000) or less by public or private sale or lease any municipal facility or real property of any value normally leased in the regular operations of such facility or real property, and such sale or lease shall not be subject to referendum.

B. A municipality may lease or sell and exchange any municipal utility facilities or real property having an appraised value in excess of twenty-five thousand dollars (\$25,000) by public or private sale or lease, subject to the referendum provisions set forth in this section. The value of municipal utility facilities or real property to be leased or sold and exchanged shall be determined by the appraised value of the municipal utility facilities or real property and not by the value of the lease. An appraisal shall be made by a qualified appraiser and submitted in writing to the governing body. If the sale price is less than the appraised value, the governing body shall cause a detailed written explanation of that difference to be prepared, and the written explanation shall be made available to any interested member of the public upon demand.

C. If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the proposed sale, in which event the highest bid that does meet the published terms and conditions shall be accepted; provided, however, a municipality may reject all bids. Terms and conditions for a proposed public sale or lease shall be published at least twice, not less than seven days apart, with the last publication no less than fourteen days prior to the bid opening, and in accordance with the provisions of Subsection J of Section 3-1-2 NMSA 1978.

D. Any sale or lease of municipal utility facilities or real property entered into pursuant to Subsection B of this section shall be by ordinance of the municipality. Such an ordinance shall be effective forty-five days after its adoption, unless a referendum election is held pursuant to this section. The ordinance shall be published prior to adoption pursuant to the provisions of Subsection J of Section 3-1-2 NMSA 1978 and Section 3-17-3 NMSA 1978 and shall be published after adoption at least once within one week after adoption pursuant to the provisions of Subsection J of Section 3-1-2 NMSA 1978. Such publications shall concisely set forth at least:

- (1) the terms of the sale or lease;
- (2) the appraised value of the municipal utility facilities or real property;
- (3) the time and manner of payments on the lease or sale;

- (4) the amount of the lease or sale;
- (5) the identities of the purchasers or lessees; and
- (6) the purpose for the municipality making the lease or sale.

E. In order to call for a referendum election on a sale or lease ordinance, a petition shall be filed with the municipal clerk:

- (1) no later than thirty days after the adoption of the sale or lease ordinance;
- (2) containing the names, addresses and signatures of at least fifteen percent of the qualified electors of the municipality; and
- (3) containing the following heading on each page of the petition reprinted as follows:

"PETITION FOR A REFERENDUM

We, the undersigned registered voters of _____ (insert name of municipality) petition the governing body of _____ (insert name of municipality) to conduct a referendum election on ordinance number _____. Ordinance number _____ would cause a _____ (insert "sale" or "lease") of municipal _____ (insert "real property" or "utility facilities").

Date Name (printed) Address Signature".

F. Section 3-1-5 NMSA 1978 shall apply to all petitions filed calling for a referendum election on a sale or lease ordinance.

G. If the municipal clerk certifies to the municipal governing body that the petition does contain the minimum number of valid names, addresses and signatures required to call a referendum election on the sale or lease ordinance, the municipal governing body shall adopt an election resolution within fourteen days after the date the clerk makes such certification, calling for a referendum election on the sale or lease ordinance. The election resolution shall be adopted and published pursuant to the provisions of the Local Election Act [Chapter 1, Article 22 NMSA 1978] and shall also concisely set forth:

- (1) the terms of the sale or lease;
- (2) the appraised value of the municipal utility facilities or real property;
- (3) the time and manner of payments on the lease or sale;
- (4) the amount of the lease or sale;
- (5) the identities of all purchasers or lessees; and

(6) the purpose for the municipality making the lease or sale.

H. The referendum election on the sale or lease ordinance shall be held not later than ninety days after the election resolution is adopted. Such election shall be held at a special or regular local election and shall be conducted pursuant to the provisions of the Local Election Act. Any qualified elector of the municipality may vote in such a referendum election.

I. If a majority of the votes cast is to approve the sale or lease ordinance, the sale or lease ordinance shall be effective after the election results have been canvassed and certified. If a majority of the votes cast is to disapprove the sale or lease ordinance, the ordinance shall not be effective.

History: 1953 Comp., § 3-54-1, enacted by Laws 1983, ch. 115, § 1; 1985, ch. 208, § 119; 1999, ch. 134, § 1; 2018, ch. 79, § 69.

ANNOTATIONS

Repeals and reenactments. — Laws 1983, ch. 115, § 1, repealed former 3-54-1 NMSA 1978, relating to authority to sell or lease municipal utility or real property used for municipal purposes, and enacted a new 3-54-1 NMSA 1978.

Cross references. — For lease of parking facilities, *see* 3-50-8 and 3-51-8 NMSA 1978.

The 2018 amendment, effective July 1, 2018, provided that the Local Election Act governs both the adoption and publishing of election resolutions calling for a referendum election on a sale or lease ordinance and referendum elections on a sale or lease ordinance; in Subsection G, after "pursuant to the provisions of the", deleted "Municipal Election Code governing special elections" and added "Local Election Act"; and in Subsection H, after "special or regular", deleted "municipal" and added "local", and after "shall be conducted", deleted "as a special election in the manner provided in the Municipal Election Code" and added "pursuant to the provisions of the Local Election Act".

Temporary provisions. — Laws 2018, ch. 79, § 174 provided that references in law to the Municipal Election Code and to the School Election Law shall be deemed to be references to the Local Election Act.

The 1999 amendment, effective June 18, 1999, substituted "forty-five days" for "seventy days" in Subsection D; and, in Subsection E, substituted "shall" for "must" in the introductory language and "thirty days" for "sixty days" in Paragraph (1).

"Terms" defined. — The word "terms", as used in Paragraph (1) of Subsection D, refers to the amount, time and manner of payments. *City of Clovis v. Southwestern Pub. Serv. Co.*, 1945-NMSC-030, 49 N.M. 270, 161 P.2d 878.

Am. Jur. 2d, A.L.R. and C.J.S. references. — 56 Am. Jur. 2d Municipal Corporations, Counties, and Other Political Subdivisions §§ 549 to 559.

Right to lease or convey park, square, or common, 18 A.L.R. 1259, 63 A.L.R. 484, 144 A.L.R. 486.

Sufficiency of compliance with condition of sale or lease by municipality of public utility plants, 52 A.L.R. 1052.

Mortgage or pledge of property or income therefrom, 71 A.L.R. 828.

Lease or sale of municipal plant, or contract therefor, as affecting right of municipality to compete, 118 A.L.R. 1030.

Implied or inherent power of municipal corporation to sell its real property, 141 A.L.R. 1447.

Constitutional prohibition of municipal corporation lending its credit or making donation as applicable to sale or leasing of its property, 161 A.L.R. 518.

Off-street public parking facilities, 8 A.L.R.2d 373.

Granting or taking of lease of property by municipality as within authorization of purchase or acquisition thereof, 11 A.L.R.2d 168.

Maintenance by municipal corporations of tourist or trailer camps, motor courts or motels, 22 A.L.R.2d 774.

Conveyance by municipality as carrying title to center of highway, 49 A.L.R.2d 982.

Power of municipality to sell, lease, or mortgage public utility plant or interest therein, 61 A.L.R.2d 595.

Ordinance as to sale or other disposition of municipal property as within operation of initiative and referendum provisions, 72 A.L.R.3d 1030.

63 C.J.S. Municipal Corporations § 962.

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Review, Discussion, and Consideration to Approve and Authorize Purchase of Plumbing Material Supplies from Roger Pattison

DATE: September 27, 2022

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

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

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

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

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

Recommendation:

Staff recommendation is to approve the purchase of:

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

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

RECOMMENDATION: Approval of the purchase of plumbing material supplies from Roger Pattison, pending securing funding for the purchase.

[illegible]

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to approve Development Impact Fee assessment discounts to Taos Ski Valley Incorporated (TSVI) for the Mogul Medical (4,053 sf), Firehouse Complex (16,038 sf), Warehouse (7,500 sf) Development

DATE: 09/27/22

PRESENTED BY: John Avila

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: After much consideration to the TSVI discount request, the Village responded that the discount requested from the amount due of \$312,055.00 were not substantiated and the amount owed after the applied discount was \$211,040.00.

However, upon further negotiation and new information that the Mogul Medical square footage had decreased; the amount of \$ 199,520 is the discounted Development Impact Fee Due with the amount for the first floor Fire Building held in abeyance for potential Village Purchase.

Staff Recommendation: Approval of the discounts to the DIF for the MMFD project so as not to exceed \$112,535 of the net accessed DIF due of \$312,055.00 for **an amount now due of \$199,520**



POST OFFICE BOX 100
Taos Ski Valley
New Mexico 87525

(575) 776-8220

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

MAYOR:
Neal King

COUNCIL:
Henry Caldwell
Brent Knox
J. Christopher Stagg
Thomas P. Wittman

August 11, 2022

Chaz Rockey
CFO TSVI
116 Sutton Place
Taos Ski Valley, NM 87525

Dear Mr. Rockey,

Thank you for your recent response, dated June 21, 2022, to the assessed Development Impact Fees (DIF) on three active Taos Ski Valley, Inc. (TSVI) projects currently under development or construction. For clarity, your response is provided below with the Village's reply noted in red.

Mogul Medical (5,640 sf)

- We are on the same page with square footage with 2,820 sf for each level (5,640) **Agreed.**
- TSVI proposes only paying a DIF for the incremental space that services patients when compared to the current Mogul Medical. This is 355 square feet of space. **Suggestion is contrary to adopted practice and Village regulations. Development Impact Fees (DIF) are assigned by total building square footage via Village Resolution 2022-502.**
- TSVI proposes no charge for the sub-surface basement space which is for storage and mechanical. **Same as above. It is the total sq footage that is relevant and used to calculate the Fees. The two-year DIF study relies upon total sq ft. to justify and apportion the fees equitable across all fees categories and land uses. Developer does not get to decide amount of building which qualifies.**

Total DIF due is \$125,208. (\$22.20 x 5,640 sq ft). Applying the Master Development Agreement (MDA) discount reduces the total fee by 25% or \$93,906.

Firehouse Complex (16,038 sf)

- The latest square footage calculations from our architects is slightly higher than the number used by the Village (16,038 vs 15,048). *Agreed.*
- TSVI proposes a 100% credit for the spaces that will be owned by the Village (first-floor). If a fee must be collected we propose the Village fund that amount. *We agree DIF can be held in abeyance until such time as ownership of the first floor is determined.*
- TSVI proposes a credit for the space in the Taos Tent what houses 23 employees currently as they would transition to the new office space on the second floor, which has capacity for 43 employees. There is a net growth of 20 workstations (47%) which would be subject to a DIF. *No DIF were paid for the Taos Tent, thus no credit can justifiable be applied.*
- TSVI proposes no fee for the third floor because it is designated as storage. If TSVI were to ever convert that space to additional offices a DIF would be paid at that time. *Again, contrary to applied practice on all other projects and Village regulations. Developer does not get to decide amount of building which qualifies.*

Total fee due is \$356,044 (\$22.20 x 16,038 sq. ft). Removing the entire first floor reduces the square footage by 6,338 or 9,700 applicable sq. ft. \$215,340 fee due. Applying the MDA discount further reduces the fee by 25% (\$53,835) to \$161,505.

Warehouse (7,500 sf)

- TSVI proposes no fee as the project is a consolidation of storage currently addressed by a number of containers located throughout the Village. *Container structures never paid DIF. This is a new commercial building, regardless of how the commercial building is utilized. All fees are applicable.*

Total DIF due is \$166,500 (\$22.20 x 7,500 sq ft). However, only Public Safety and Transportation DIF apply, reducing fee rate to 10.07/sq. ft or \$75,500. Applying the MDA discount further reduces the total fee by 25% (\$18,875) or \$56,644 total due.

Furthermore, although the MDA allows and calls for a generally applied DIF discount between 25%-100%, the language in the agreement specifies that the discount must be related to actual contributions toward Capital Improvement Projects (CIP) listed and ratified by Council. To date, no additional contribution to CIP have been received by the Village related to these three projects. TIDD projects do not qualify for a DIF discount as these are reimbursed already with public funds and it would be seen as a double credit anyway.

Revised DIF amounts due per project:

Mogul Medical - \$93,906

Firehouse Complex - \$161,505

Warehouse - \$56,644

Total DIF due - \$312,055

However, Village leadership has decided to grant an additional discount in DIF of nearly 33% or \$101,015, due to the contribution these projects make to the community at-large.

Revised DIF amounts due per project:

Mogul Medical - \$43,512

Firehouse Complex - \$118,437

Warehouse - \$49,091

Final Total DIF Due - \$211,040

These DIF must be paid prior to the issuance of a building permit. A Resolution formalizing these discounts can be prepared for the next Council Agenda.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jenn Avila', with a large, stylized loop at the end.

Jenn Avila
Village Administrator.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Affirm escrow agreement for TSVI Firehouse, Mogul Medical, and Warehouse Development Impact Fee payment.

DATE: August 27, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village has many needs for funding and Ordinance 2022-30 provides for the formulation of DIF charges to be collected before the building permit is issued. It also provides that the Village and Developers may enter into an agreement for payment of the DIF charges. In order to allow construction starts of the buildings while TSVI DIF charges and appeal were under review, the Village agreed to the DIF assessment to be placed in escrow for use when final decision of Council concerning DIF discounts is complete. The Council is asked to affirm the escrow agreements entered into by the Mayor Pro Tem on behalf of the Village.

RECOMMENDATION: Staff recommends Council Affirm the escrow agreements completed to address funds held for the payment of DIF.

Ann Marie Wooldridge

From: Patrick Nicholson
Sent: Friday, September 9, 2022 11:33 AM
To: Ann Marie Wooldridge
Cc: John Avila
Subject: FW: Escrow Funding Completed of DIF's today May 3/22 at FNMT on Escrow and Development Agreement for DIFs for Firehouse, Mogul Medical, and Warehouse Projects

From: Joseph F. Canepa <jfcanepa@newmexico.com>
Sent: Wednesday, May 4, 2022 3:05 PM
To: 'Matthew D. Height' <title7@newmex.com>; Susan Baker <susanbakerlaw@taosnet.com>; susanbaker@taosnet.com; 'Tom Wittman' <topwit@aol.com>; Patrick Nicholson <pnicholson@vtsv.org>; John Avila <javila@vtsv.org>
Cc: 'Peter Talty' <Peter.Talty@blc.com>; chaz.rockey@blc.com; dpatterson@ldg-arch.com
Subject: RE: Escrow Funding Completed of DIF's today May 3/22 at FNMT on Escrow and Development Agreement for DIFs for Firehouse, Mogul Medical, and Warehouse Projects

Thank you Matt.

Susan et al.: By copy of this email, I am notifying Village Attorney Susan Baker and Village Staff / Building Official that the DIF Assessed Amount Funds for the 3 Projects have been funded into Escrow at FNMT per the 3 Escrow and Dev. Agreements.

TSVI hereby requests that the Village Building Official issue out the appropriate Building Permits for the 3 construction projects by Friday of this week.

Thanks all. Joe

Joseph F. Canepa, Esq.
Canepa & Vidal, P.A.
1660A Old Pecos Trail
P.O. Box 8980
Santa Fe, NM 87504-8980
(505) 982-9229
(505) 982-8141 (fax)
jfcanepa@newmexico.com

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail or by calling 505.982.9229, so that our address record can be corrected. Thank you.

From: Matthew D. Height [<mailto:title7@newmex.com>]

Sent: Wednesday, May 04, 2022 2:33 PM

To: 'Chaz Rockey'; 'Joseph F. Canepa'

Cc: 'David Height'

Subject: RE: Zoom Invite - Meeting Monday, May 2, 2022 @ 1 p.m. - Escrow and Development Agreement for DIFs for Firehouse, Mogul Medical, and Warehouse Projects

All,

Confirming receipt of funds in the amounts of:

\$268,620.00 – 99033426 Fire House Project

\$75,525.00 – 99033443 Warehouse Building

\$124,320.00 – 99033442 Mogul Medical Building

Thanks,

Matt

Matthew D. Height
First New Mexico Title
PO Box 3590
602 Paseo del Pueblo Sur
Taos, NM 87571

Voice 575-758-4264 x123
Fax 575-758-3031
Website 1stnmtitle.com
Email title7@newmex.com



BEWARE! ONLINE BANKING FRAUD IS ON THE RISE.

Receiving an email with changes to wiring instructions can be suspicious. Verify by calling the originator of the email using previously known contact information prior to sending funds.

From: Chaz Rockey <Chaz.Rockey@bllic.com>

Sent: Wednesday, May 4, 2022 1:53 PM

To: Joseph F. Canepa <jfcanepa@newmexico.com>; 'Matthew D. Height' <title7@newmex.com>

Cc: 'David Height' <title@newmex.com>

Subject: RE: Zoom Invite - Meeting Monday, May 2, 2022 @ 1 p.m. - Escrow and Development Agreement for DIFs for Firehouse, Mogul Medical, and Warehouse Projects

Matt – the funds have been transferred. Please allocate/earmark per the 3 attachments.

Thank you

From: Joseph F. Canepa <jfcanepa@newmexico.com>

Sent: Wednesday, May 4, 2022 2:58 PM

To: 'Matthew D. Height' <title7@newmex.com>; Chaz Rockey <Chaz.Rockey@bllic.com>

Cc: 'David Height' <title@newmex.com>

ESCROW AND DEVELOPMENT AGREEMENT

[For Final Determination, Collection, and Payment of Development Impact Fees ("DIF") for New Village Firehouse and TSVI Administration Building]

[An Addendum to the "New Village Firehouse Project Participation Agreement Dated January 25, 2022]

This Escrow and Development Agreement For Final Determination, Collection, and Payment of Development Impact Fees ("DIF") for the New Village Firehouse and TSVI Administration Building ("DIF 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") (collective hereafter, the "Parties" or individually "Party"). This DIF Agreement is an Addendum to the "New Village Firehouse Project Participation Agreement" ("PPA Agreement") entered into between the Parties dated January 25, 2022.

Recitals

A. WHEREAS, the Village and TSVI entered into that certain PPA Agreement for a joint public/private development of a new Village Firehouse and TSVI Administration Building (or sometimes "this Project") on TSVI's land within the Village dated January 25, 2022 (Exhibit A hereto); and,

B. WHEREAS, the Village has now reviewed and granted a Certificate of Compatibility ("CUP") on April 21, 2022 and a "Will Serve" letter (April 14, 2022) for this new Village Firehouse and TSVI Administration Building (Exhibit B hereto); and,

C. WHEREAS, the Village has issued its "Development Impact Fee Assessment" ("DIF Assessment") to TSVI on April 6, 2022 for this new Village Firehouse and TSVI Administration Building (Exhibit C, page 2 of 2, hereto) (as revised to separate from Mogul Medical Project on May 2, 2022 – (Exhibit C, page 1 of 2)); and,

D. WHEREAS, on April 14, 2022, TSVI submitted its formal "Request for Adjustment / Reduction" to the Village's DIF Assessment to the Village (Exhibit D hereto) requesting that the new Village Firehouse and TSVI Administration Building Project be assessed

separately from the Mogul Medical Building Project (combined with Village Firehouse Project Assessment (Exhibit C) and requesting credits against, and a reduction of, the DIF Assessment Amount for this Project; and,

E. WHEREAS, TSVI's application for a building permit for the Village Firehouse and TSVI Administrative Building Project has been filed with the Village and is pending issuance by the Village, subject to this DIF Escrow and Development Agreement being executed, all pursuant to the Village's recently amended "Development Impact Fees" Ordinance No. 2022-30 (enacted February 22, 2022) ("DIF Ordinance"); and,

F. WHEREAS, the Village's current administrative policy requires collection and payment of DIF prior to issuance of a building permit for this Project; and,

G. WHEREAS, the Village's DIF Ordinance expressly provides in Section 6 that:

"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;

....

H. The Village may enter into an agreement with the owner of a tract of land for a method of payment of the DIF over an extended period of time, otherwise in compliance with this Ordinance and the Act (NMSA Section 5-8-1, eq seq."); and,

H. WHEREAS, the Village DIF Ordinance further provides in Section 8 that:

"C. The Village Council shall have the final authority to determine the amount of any refund, credit, or reduction of DIFs."; and,

I. WHEREAS, pursuant to the Village's DIF Ordinance, Section 6H the Parties hereto desire to enter into this DIF Agreement to allow for the immediate issuance of the building permit for this Project after TSVI's payment of the Village's DIF "Assessed Amount" into escrow at First New Mexico Title and Abstract Company, Inc. Taos, New Mexico ("FNMT"), pending a final determination of the "Assessed Amount" of DIFs for the Project based on TSVI's request for reduction of, and credits against, the Village's DIF "Assessed Amount".

Recitals

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 Escrow of "Assessed Amount" for New Village Firehouse and TSVI Administration Building Project with First New Mexico Abstract and Title Company, Inc. (FNMT).

1.1 Escrow of DIF by TSVI. Upon execution of this DIF Agreement, TSVI shall deposit in escrow by wire transfer to FNMT's Centinel Bank of Taos ("Escrow Agent") (wire instructions Exhibit E) the "Assessed Amount" of DIF for this Project (\$268,620.00) to be held in a separate escrow account for this Project and the PPA for this purpose to be held until a final determination is made as to the DIF amount for this Project, or until a closing on the PPA for this Project.

1.2 Release of DIF Funds to the Village/Separate Village DIF Account. The DIF funds for this Project shall be released in whole or in part based on the final determination of the amount of DIF for this Project under Section 3.0, and such released DIF Funds for this Project paid to the Village will be held by the Village in a designated account for this Project .

1.3 Release of DIF Funds to TSVI. The DIF funds for this Project shall be released in whole or in part based on the remaining portion of DIF funds for this Project if the DIF final assessed amount is less than the assessed amount TSVI puts into escrow for this Project after a Final Determination of the DIF amount is made pursuant to this DIF Agreement, or if the PPA or this Project is terminated and does not close with the Village or is not built for any reason.

1.4 Notice. All notices and communications required or permitted under this DIF Agreement shall be in writing and shall be deemed given and delivered to, and received by the receiving Party, or to the Escrow Agent, when given in accordance with the terms of this DIF Agreement (paragraph 4.1).

1.5 Disputes and Indemnity. If the Escrow Agent is in good faith uncertain as to Escrow Agent's obligations hereunder, and if Escrow Agent is unable to obtain the written agreement of Village and TSVI resolving such uncertainty, the Escrow Agent may bring a declaratory judgment or interpleader action, naming the Village and TSVI to resolve such uncertainty. The Village and TSVI agree to defend, indemnify and hold Escrow Agent harmless from and against all costs, damages, attorney's fees, expenses, and liabilities which Escrow Agent

may incur in connection with this Escrow and Development Agreement and this escrow or in any such litigation, so long as such liability does not arise from Escrow Agent's negligence in carrying out its obligations hereunder. The Parties and the Escrow Agent agree to jurisdiction and venue in the Eighth Judicial District Court, Taos County, New Mexico to resolve any disputes under this DIF Agreement, including enforcement of any rights thereunder.

2.0 Village Issuance of Building Permit Upon Escrow of DIF Funds.

2.1 The Village Building Official shall issue the Building Permit(s) (or initial Grading Permit) for this Project upon signing of this DIF Agreement by TSVI and receipt of notice of TSVI's escrow of the DIF funds for this Project by wire transfer to FNMT's bank escrow account therefor. The Village's fees charged for the Building Permit(s) themselves will be paid separately, directly to the Village by TSVI at the time of issuance of said Building Permit(s).

3.0 Process and Procedure for "Final Determination" of DIF Amount.

3.1 By Negotiation by the Parties. The Parties agree to negotiate in good faith a final amount of DIF for this Project as well as the amount of any "Water and Sewer Connection Fees" under new Village Ordinance No. 2022-70 (if adopted) prior to any Final Determination request being submitted to, and made by, the Village Council at the Village Council meeting on May 24, 2022.

3.2 By Village Council on May 24, 2022. If a negotiated settlement of the DIF for the Project is not reached by the Parties by May 24, 2022, TSVI's pending request for credits against, and reduction of, the DIF Assessed Amount will be heard and decided as to a Final Determination of the DIF amount by the Village Council on May 24, 2022 pursuant to the Village DIF Ordinance and New Mexico's DIF Act.

3.3 By District Court After Rule 74 Appeal. Nothing herein precludes or waives TSVI's right to appeal the Village Council's Final Determination of the DIF for this Project to the District Court of New Mexico, Eighth Judicial District.

3.4 Upon Final Determination of the DIF, the DIF funds for this Project shall be released / paid to the Village and such DIF funds will be held by the Village in a designated Village account for this Project.

4.0 Miscellaneous.

4.1 Notices. Any notice required or permitted under this DIF 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

If to the Escrow Agent

First New Mexico Title
c/o Matthew D. Height
P.O. Box 3590
602 Paso del Pueblo Sur
Taos, NM 87571

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 and to the Escrow Agent.

4.2 Miscellaneous. This DIF Agreement may not be amended, modified, or terminated except by a written instrument executed by the Parties hereto. In the event of any conflict or any inconsistency between the provisions of the PPA and this DIF Agreement, then the provisions of this Agreement shall control. This Agreement and the rights of the Parties and the Escrow Agent shall be governed by and constructed in accordance with the laws of the State of New Mexico. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. This DIF Agreement may be signed electronically and in counterparts. All counterparts hereof shall collectively constitute a single agreement.

Signatures on Following Pages

AGREED TO:

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

DocuSigned by:
By: Tom Wittman
Thomas Wittman
Its: Mayor Pro Tem
Date: 5/3/2022

Attest:

Ann Marie Wooldridge
Village Clerk

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

AGREED TO:

TAOS SKI VALLEY, INC.,
a New Mexico corporation

DocuSigned by:
By: Peter J. Talty
Peter J. Talty
Its: Vice President
Date: 5/3/2022

Accepted by Escrow Agent:

FIRST NEW MEXICO TITLE
& ABSTRACT COMPANY, INC.

By: 

Matthew D. Height
Its: President

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 25th day of JANUARY, 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,

Exhibit A to
Escrow and Development Agreement
(Firehouse / TSVI Administration Building)

From: Patrick Nicholson <pnicholson@vtsv.org>
Sent: Thursday, April 21, 2022 10:45:37 AM
To: dpatterson@ldg-arch.com <dpatterson@ldg-arch.com>
Cc: Peter Talty <Peter.Talty@blc.com>; Tom Wittman <topwit@aol.com>; Jason Boyd <jboyd@ldg-arch.com>
Subject: RE: Certificate of Compatibility approval - MM & TSVI Adm. Bldg.

EXTERNAL E-MAIL

Doug,

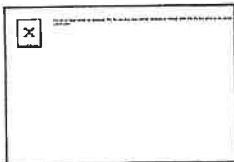
Attached are the Will Serve Letters for Mogul Medical and TSVI Administration/Firehouse Building. (Anthony actually drafted them last week but overlooked forwarding.)

By writ of this correspondence, the new TSVI Administration/Firehouse Building and the relocated Modul Medical facility Certificate of Compatibility is granted, without exception. The approval is only for the project and design plans as presented. Any significant deviation from the project plans will require additional review and approval.

Best of luck with the project!

Patrick Nicholson
Director of Planning &
Community Development
Village of Taos Ski Valley
Office: 575.776.8220 Ext. 6
Cell: 575.770.5601

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



From: Patrick Nicholson
Sent: Thursday, April 14, 2022 11:49 AM
To: dpatterson@ldg-arch.com
Cc: Peter Talty <Peter.Talty@blc.com>; Tom Wittman <topwit@aol.com>; Jason Boyd <jboyd@ldg-arch.com>
Subject: RE: amended and updated parking plan as per P and Z comments



7 Firehouse Road
Post Office Box 100
Taos Ski Valley
New Mexico 87625

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

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

MAYOR:
Neal King

COUNCIL:
Henry Caldwell
Brent Knox
J. Christopher Stagg
Thomas P. Wittman

**VILLAGE
ADMINISTRATOR:**
John Avila

FINANCE DIRECTOR:
Nancy Grabowski

CLERK:
Ann M. Wooldridge

April 14, 2022

Mr. Talty
PO Box 90
Taos Ski Valley, NM 87525

RE: Mogul Medical Building proposed Will-Serve Letter

Dear Mr. Talty,

The Village of Taos Ski Valley received your request for a Will-Serve Letter for water and sanitary sewer utility service for the proposed new development located on Firehouse Road within the municipal limits of the Village of Taos Ski Valley (VTSV). This letter will serve as confirmation that the VTSV will provide the required utility infrastructure to serve the proposed location upon the submittal and approval of the project preliminary design.

All applicable impact and system development fees must be paid in full, prior to utility connection and service delivery. If you have any questions regarding this matter, please contact Mr. Anthony Martinez, Public Works Director.

Sincerely,

Anthony J. Martinez
Public Works Director
Village of Taos Ski Valley

Cc: Patrick Nicholson
Village File

Village of Taos Ski Valley
Planning & Community Development Department
Development Impact Fee Assessment Sheet



The Village of Taos Ski Valley assesses and collects Development Impact Fees for all new property development and expansion. Ordinance 2022-30 and Resolution 2022-502 duly adopted, provide for the follow Development Impact Fees:

Development Impact Fees - per Square Foot

Land Use	Public Safety Facilities	Transportation Facilities	Parks and Public Spaces	Wastewater System Development	Water System Development	Total - per Square Foot
<u>Residential</u>						
Single Family	\$ 1.65	\$ 2.09	\$ 1.46	\$ 2.79	\$ 1.51	\$ 9.50
Multifamily	\$ 3.38	\$ 3.02	\$ 3.00	\$ 5.67	\$ 3.07	\$ 18.14
<u>Nonresidential</u>						
Commercial	\$ 4.12	\$ 5.95	\$ -	\$ 7.87	\$ 4.26	\$ 22.20
<u>Accommodations</u>						
Hotel	\$ 4.64	\$ 4.17	\$ 4.12	\$ 7.90	\$ 4.27	\$ 25.10

In conjunction with the issuance of a Certificate of Compatibility, Development Impact Fees are hereby assessed for the following project:

TSVI Adm. Bldg. / Firehouse
Project Name

Total Square Footage: 12,100

Land Use Category: Commercial

\$ 268,620
Assessed Amount

Notes: _____

Development Impact Fees are due prior to the issuance of a Village of Taos Ski Valley Building Permit. No Building Permit will be issued, nor can any property development or construction activity begin until all Development Impact Fees have been paid in full. The initial assessed amount may be revised, pending submission of the final building permit plan set.

Received by (print): Joseph E. Canoga plh for TSVI

Received by (signature): _____

Date Received: 2 Mar 22 by email

Exhibit A

Village of Taos Ski Valley
Planning & Community Development Department
Development Impact Fee Assessment Sheet



The Village of Taos Ski Valley assesses and collects Development Impact Fees for all new property development and expansion. Ordinance 2022-30 and Resolution 2022-502 duly adopted, provide for the follow Development Impact Fees:

Development Impact Fees - per Square Foot

Land Use	Public Safety Facilities	Transportation Facilities	Parks and Public Spaces	Wastewater System Development	Water System Development	Total - per Square Foot
<u>Residential</u>						
Single Family	\$ 1.65	\$ 2.09	\$ 1.46	\$ 2.79	\$ 1.51	\$ 9.50
Multi-family	\$ 3.38	\$ 3.02	\$ 3.00	\$ 5.67	\$ 3.07	\$ 18.14
<u>Nonresidential</u>						
Commercial	\$ 4.12	\$ 5.95	\$ -	\$ 7.87	\$ 4.26	\$ 22.20
<u>Accommodations</u>						
Hotel	\$ 4.64	\$ 4.17	\$ 4.12	\$ 7.90	\$ 4.27	\$ 25.10

In conjunction with the issuance of a Certificate of Compatibility, Development Impact Fees are hereby assessed for the following project:

TSVI ADM. Bldg + major mod.
Project Name

Total Square Footage: 17,700

Land Use Category: Commercial

\$392,940
Assessed Amount

Notes:

Development Impact Fees are due prior to the issuance of a Village of Taos Ski Valley Building Permit. No Building Permit will be issued, nor can any property development or construction activity begin until all Development Impact Fees have been paid in full.

Received by (print):

Received by (signature):

Date Received:

Digitally signed by
Douglas Patterson
DN: cn=Douglas Patterson,
o=LDG Architects, ou,
email=dpatterson@ldg-
architects.us
Date: 2022.04.07 17:32:36
+0600

dated/issued:
April 6th/22



April 14, 2022

Village of Taos Ski Valley
Village Council
7 Firehouse Road
Taos Ski Valley, NM 87525
Attn: Mayor Neal King

Dear Mayor King and Council,

The purpose of this letter is to formally submit our request for adjustments to the Development Impact Fees (DIF) assessments received from the Village Staff earlier this month for the following projects TSVI intends to commence this spring:

- Firehouse Complex
- Mogul Medical Relocation
- Warehouse

Prior to submittal of this letter we reached out to Staff on this matter to discuss our concerns. It has been explained to us that they have no leeway to incorporate any adjustments or credits into the determination of DIF's for individual project as that authority rests solely with the Council. As a result, the Staff have no choice but to assume maximum fee potential for any project regardless of circumstance. With that in mind, we understand the calculation of the DIF assessments for our projects was done on a gross basis by applying the recently approved DIF rates to the square footage of the proposed facilities. We believe the determination of DIF's for these projects should consider additional factors including:

- Whether the new facility is a replacement of an existing facility in the Village and as such creates little or no incremental growth or impact on Village infrastructure.
- Whether the developer is delivering the necessary utilities to the new facility that would typically be the responsibility of the Village to provide and fund through its collection of DIF's.
- Whether the facility provides a public benefit.
- Whether the facility or portion of it is being constructed on behalf of the Village who will be the ultimate owner and end-user.
- Discounts or credits per the Amended and Restate Master Development Agreement (MDA) between the Village, TSVI and TIDD.

Before getting into the details of each project further below we thought it would be useful to revisit the underlying purpose of development impact fees per the Village's Development Impact Fee Study provided by Willdan Financial Services. Per the Study, **'The primary policy objective of a development impact fee program is to ensure that new development pays the capital costs associated with growth.'** We raise this because among our reasons for our proposed adjustments to the DIF assessments is that each new facility either partially or wholly replaces existing facilities in the Village and creates little or no incremental growth impact on

TAOS

Firehouse Complex

This new facility will consist of approximately 13,000 SF of interior space with the first floor being owned by the Village and provide for a new firehouse, open meeting area and US Post Office and the second floor will be office space owned and occupied by TSVI.

DIF for Village-owned space:

TSVI, as developer of the project, is constructing the facility and establishing a condominium upon completion that will allow for the ownership interest in the first floor to be acquired by the Village. While discussions are ongoing with Village staff as to how the Village plans to finance this acquisition, the solution has not been finalized. From that perspective it is difficult for us to front money for DIF's without certainty as to how it will be reimbursed. In the interest of time and not withholding the building permit required to commence construction, if the Council determines it is appropriate to collect DIF's for this portion of the building we respectfully suggest the Village fund this amount directly considering it will ultimately own the space. **Proposed TSVI DIF = \$0.**

DIF for TSVI-owned space:

TSVI will own and occupy 5,760 SF of office space on the second floor which will provide workstations for 43 employees (**see Exhibit B**). This headcount primarily represents a relocation of existing employees who currently work in the Taos Tent, which provides workstations for 23 employees (**see Exhibit C**), or in the overcrowded Resort Center. We are proposing a prorata adjustment for the 23 existing workstations that will be relocated. **Proposed TSVI DIF = \$46,034 as follows:**

Square Feet	5,760
DIF Rate	x <u>\$22.20 psf</u>
Gross DIF	\$127,872
Less: Adjustment	<u>(\$66,493)</u> - 52% credit for 23 existing Taos Tent work stations
Adjusted DIF	\$61,379
Less: 25% MDA	<u>(\$15,345)</u>
Net DIF Due	\$46,034

It is acknowledged that when Parcel C is subsequently developed in the future TSVI would not receive any credit for the office portion of the Taos Tent.

Mogul Medical

This project entails the relocation of the existing Mogul Medical facility. The attached plans show the new facility has almost an identical footprint and capacity to the existing (2,800 SF vs 2,400 SF and same number of water hookups – **see Exhibit D**) and therefore no material incremental impact on Village infrastructure. In addition, the Mogul Medical facility is a tremendous asset that is available to the public who otherwise would need to travel to the Town of Taos or elsewhere in the County for urgent medical care. It would not be unreasonable to expect a municipality to provide such a facility to its community and residents. In this case it is being provided by TSVI. **Proposed TSVI DIF: \$0.**

WIRING INSTRUCTIONS FOR FIRST NEW MEXICO TITLE

Please use the following information when wiring escrow money to First New Mexico Title:

ABA/ROUTING: 107001261
Name of Bank: CENTINEL BANK OF TAOS
512 PASEO DEL PUEBLO SUR
TAOS NM 87571
575-758-6700
ACCOUNT NUMBER: 4010696
NAME OF ACCOUNT: FIRST NEW MEXICO TITLE (must include acct number AND name)
602 PASEO DEL PUEBLO SUR
TAOS NM 87571
575-758-4264

Reference:

Firehouse Project
[REDACTED]
(Order number or last name):

ATTENTION*** Do NOT send an ACH, it will be rejected. Remember to include our account number AND name or it will not be applied.

Bank and Wire Fraud is on the rise. Please give us a call before sending money to ensure this form has not been altered in any way and to confirm the ABA/Routing and Account number. The number you call should be independently verified.

Non-domestic or foreign wires may take up to ten business days to clear. These wires may also be processed through third party banks that charge additional fees.

ESCROW AND DEVELOPMENT AGREEMENT

[For Final Determination, Collection, and Payment of Development Impact Fees ("DIF") for Mogul Medical Building]

This Escrow and Development Agreement For Final Determination, Collection, and Payment of Development Impact Fees ("DIF") for the New Medical Mogul Building ("Mogul Medical DIF 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") (collective hereafter, the "Parties" or individually "Party").

Recitals

A. WHEREAS, TSVI has submitted development plans and application for a building permit to the Village for the relocation of the existing Mogul Medical Building (on TSVI's land) (hereafter "Mogul Medical Project" or "this Project") to a new location near the new proposed TSVI Administration Building/Fire Station Building (also on TSVI land) on March 15, 2022 (Exhibit A hereto); and,

B. WHEREAS, the Village has now reviewed and granted a Certificate of Compatibility ("CUP") for this new Mogul Medical Project on April 21, 2022 (Exhibit B hereto); and,

C. WHEREAS, the Village has also issued its "Development Impact Fee Assessment" ("DIF Assessment") (combined with the DIF Assessment for the TSVI Administration Building / Firehouse Building Project on April 6, 2022 (Exhibit C, page 2 of 2, hereto)) (as revised to separate from the Firehouse Project on May 2, 2022, Exhibit C, page 1 of 2).

D. WHEREAS, on April 14, 2022, TSVI submitted its formal "Request for Adjustment / Reduction" to the Village's DIF Assessment to the Village (Exhibit D hereto) requesting that the new Village Firehouse and TSVI Administration Building Project be assessed separately from the Mogul Medical Building Project (combined with TSVI Administration Building /Village Firehouse Building Project Assessment) and requesting credits against, and a reduction of, the DIF Assessment Amount for this Medical Mogul Project; and,

E. WHEREAS, TSVI's building permit for the Mogul Medical Project remains pending issuance by the Village, subject to this Mogul Medical DIF Agreement being executed and the DIF being escrowed thereunder pursuant to that DIF Agreement and the Village's recently amended "Development Impact Fees" Ordinance No. 2022-30 (enacted February 22, 2022) ("DIF Ordinance"); and,

F. WHEREAS, the Village's current administrative policy requires collection and payment of DIF prior to issuance of a building permit for this Project; and,

G. WHEREAS, the Village's DIF Ordinance expressly provides in Section 6 that:

"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;

H. The Village may enter into an agreement with the owner of a tract of land for a method of payment of the DIF over an extended period of time, otherwise in compliance with this Ordinance and the Act (NMSA Section 5-8-1, eq seq."; and,

H. WHEREAS, the Village DIF Ordinance further provides in Section 8 that:

"C. The Village Council shall have the final authority to determine the amount of any refund, credit, or reduction of DIFs."; and,

I. WHEREAS, pursuant to the Village's DIF Ordinance, Section 6H the Parties hereto desire to enter into this Mogul Medical DIF Agreement to allow for the immediate issuance of the building permit for this Project after TSVI's payment of the Village's DIF "Assessed Amount" for this Project into escrow at First New Mexico Title and Abstract Company, Inc. Taos, New Mexico ("FNMT") pending final determination of the final assessed DIF amount to be paid to the Village.

Recitals

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 Escrow of "Assessed Amount" for This Relocation of the Mogul Medical Building Project with First New Mexico Abstract and Title Company, Inc. (FNMT).

1.1 Escrow of DIF by TSVI. Upon execution of this Mogul Medical DIF Agreement, TSVI shall deposit in escrow by wire transfer to FNMT's Centinel Bank of Taos ("Escrow Agent") (wire instructions Exhibit C) the "Assessed Amount" of DIF for this Project (\$124,320.00) to be held in a separate escrow account for this Project for this purpose to be held until a final determination is made as to the Mogul Medical DIF amount for this Project.

1.2 Release of DIF Funds to the Village/Separate Village DIF Account. The DIF funds for this Project shall be released in whole or in part based on the final determination of the final amount of DIF for this Project, under Section 3.0 and such released DIF Funds for this Project paid to the Village will be held by the Village in a designated account for this Project.

1.3 Release of DIF Funds to TSVI. The DIF funds for this Project shall be released in whole or in part based on the remaining portion of DIF funds for this Project if the DIF final assessed amount is less than the assessed amount TSVI puts into escrow for this Project after a Final Determination of the DIF amount is made pursuant to this Mogul Medical DIF Agreement or this Project is terminated or is not built for any reason.

1.4 Notice. All notices and communications required or permitted under this DIF Agreement shall be in writing and shall be deemed given and delivered to, and received by the receiving Party, or to the Escrow Agent, when given in accordance with the terms of this DIF Agreement (paragraph 4.1).

1.5 Disputes and Indemnity. If the Escrow Agent is in good faith uncertain as to Escrow Agent's obligations hereunder, and if Escrow Agent is unable to obtain the written agreement of Village and TSVI resolving such uncertainty, the Escrow Agent may bring a declaratory judgment or interpleader action, naming the Village and TSVI to resolve such uncertainty. The Village and TSVI agree to defend, indemnify and hold Escrow Agent harmless from and against all costs, damages, attorney's fees, expenses, and liabilities which Escrow Agent may incur in connection with this Escrow and Development Agreement and this escrow or in any such litigation, so long as such liability does not arise from Escrow Agent's negligence in carrying out its obligations hereunder. The Parties and the Escrow Agent agree to jurisdiction and venue in the Eighth Judicial District Court, Taos County, New Mexico to resolve any disputes under this Mogul Medical DIF Agreement, including enforcement of any rights thereunder.

2.0 Village Issuance of Building Permit Upon Escrow of Mogul Medical DIF Funds.

2.1 The Village Building Officer shall issue the Building Permit(s) (or initial Grading Permit) for this Project upon signing of this Mogul Medical DIF Agreement by TSVI and receipt of notice of TSVI's escrow of the DIF funds for this Project by wire transfer to FNMT's bank escrow account therefor. The Village's fee for the Building Permit(s) themselves will be paid directly to the Village by TSVI at the time of issuance.

3.0 Process and Procedure for "Final Determination" of Mogul Medical DIF Amount.

3.1 By Negotiation by the Parties. The Parties agree to negotiate in good faith a final amount of DIF for this Project as well as the amount of any "Water and Sewer Connection Fees" for this Project under new Village Ordinance No. 2022-70 (if adopted) prior to any Final Determination request for this Project being submitted to, and/or made by, the Village Council at the Village Council meeting on May 24, 2022.

3.2 By Village Council on May 24, 2022. If a negotiated settlement of the DIF amount for the Project is not reached by the Parties by May 24, 2022, TSVI's pending request for credits against, and reduction of, the DIF Assessed Amount will be heard and decided as to a Final Determination of the DIF amount for this Project by the Village Council on May 24, 2022 pursuant to the Village DIF Ordinance and New Mexico's DIF Act (NMSA 1978, Section 5-8-1 *et seq.*).

3.3 By District Court After Rule 74 Appeal. Nothing herein precludes or waives TSVI's right to appeal the Village Council's Final Determination of the DIF for this Project to the District Court of New Mexico, Eighth Judicial District, Taos County, New Mexico under Rule 1-074 (NMRA).

3.4 Upon Final Determination of the DIF, the DIF funds for this Project shall be released / paid to the Village and such DIF funds will be held by the Village in a designated Village account for this Project.

4.0 Miscellaneous.

4.1 Notices. Any notice required or permitted under this DIF 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

If to the Escrow Agent
First New Mexico Title
c/o Matthew D. Height
P.O. Box 3590
602 Paso del Pueblo Sur
Taos, NM 87571

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 and to the Escrow Agent.

4.2 Miscellaneous. This DIF Agreement may not be amended, modified, or terminated except by a written instrument executed by the Parties hereto. This Mogul Medical Agreement and the rights of the Parties and of the Escrow Agent shall be governed by and constructed in accordance with the laws of the State of New Mexico. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. This Mogul Medical DIF Agreement may be signed electronically and in counterparts. All counterparts hereof shall collectively constitute a single agreement.

Signatures on Following Pages

AGREED TO:

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

By: DocuSigned by: Tom Wittman
Thomas Wittman
Its: Mayor Pro Tem
Date: 5/3/2022

Attest:

Ann Marie Wooldridge
Village Clerk

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

AGREED TO:

TAOS SKI VALLEY, INC.,
a New Mexico corporation

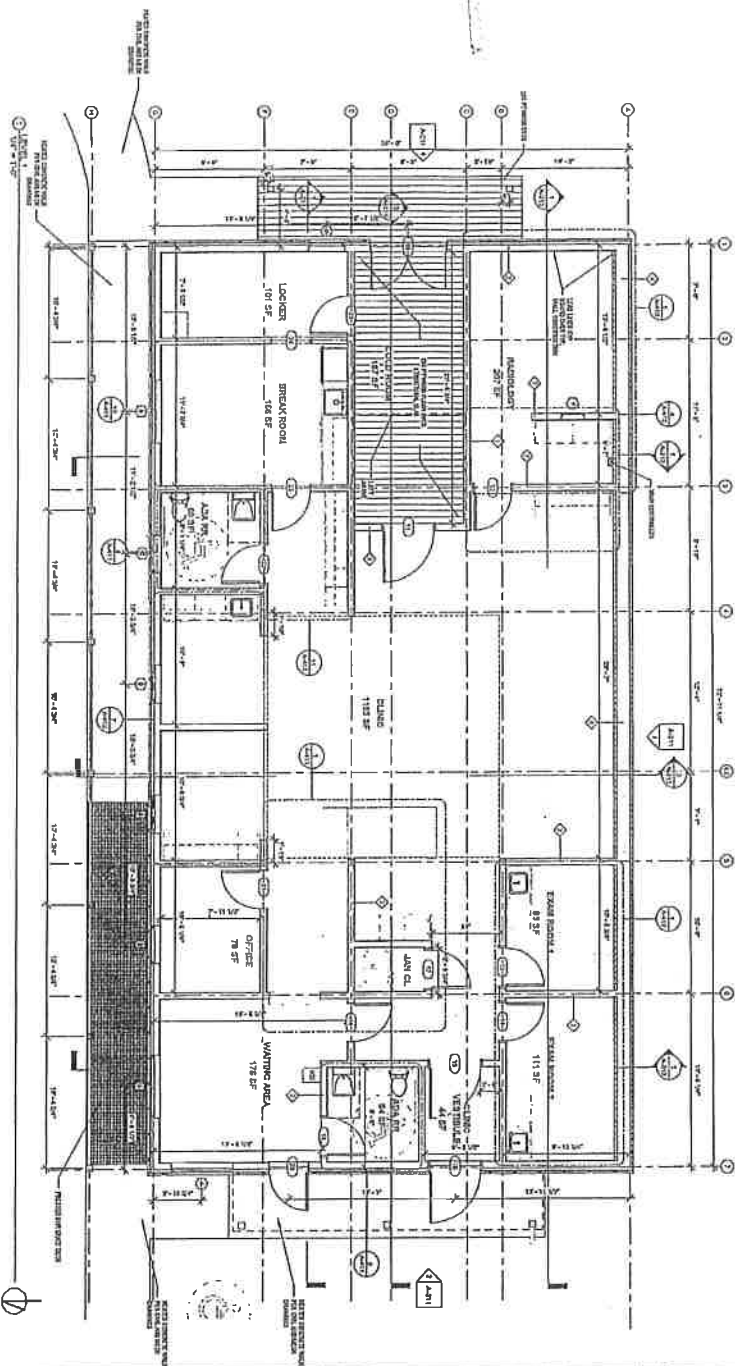
By: DocuSigned by: Peter J. Talty
Peter J. Talty
Its: Vice President
Date: 5/3/2022

Accepted by Escrow Agent:

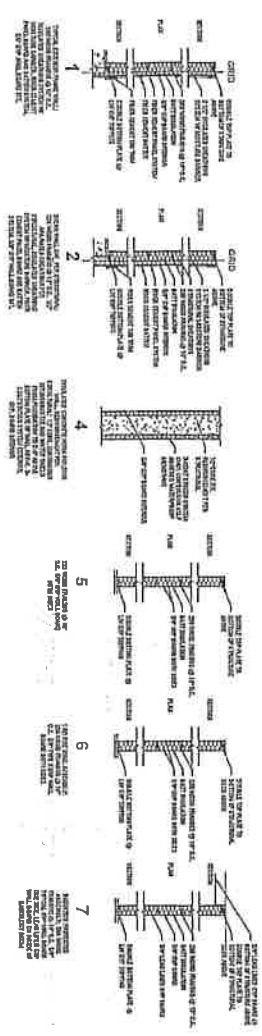
FIRST NEW MEXICO TITLE
& ABSTRACT COMPANY, INC.

By: _____

Matthew D. Height
Its: President



PROPOSED MOGUL MEDICAL - 2,300 SF



LEGEND
NOT IN SCOPE OF WORK
EXISTING WALL OR PARTITION TO REMAIN
NEW WALL, PARTITION, OR INFILL
WALL TAG
WINDOW TAG
DOOR TAG
FLOOR TAG
CENTER LINE
ENLARGED DRAWING
SECTION CUTOFF
1/4" HATCH ASSEMBLY
TRUE NORTH

KEYED NOTES
1. CONSTRUCTION SHALL VERIFY EXISTING DIMENSIONS & CONDITIONS FROM EXISTING CONSTRUCTION RECORDS, INCLUDING LAST ELECTRICAL RECORDS, CONSTRUCTION RECORDS, AND CONSTRUCTION RECORDS.

PROJECT NO.
2021-702
DATE OF ISSUE
10/01/2021
SCALE: AS SHOWN
FLOOR PLAN
A-111

MOGUL MEDICAL
TSVI
FIREHOUSE RD.
VILLAGE OF TAOS SKI VALLEY, NM 87525



LIVING DESIGNS GROUP ARCHITECTS
1224 Dome Lot
Taos, NM 87571
970.751.5411 | www.livingdesigns.com



**PROPOSED
FLOOR PLAN**

108 Sutton Place, Taos Ski Valley, NM 87525,
PO Box 90, Taos Ski Valley 87525

**LIVING
DESIGNS
GROUP
ARCHITECTS**

From: Patrick Nicholson <pnicholson@vtsv.org>
Sent: Thursday, April 21, 2022 10:45:37 AM
To: dpatterson@ldg-arch.com <dpatterson@ldg-arch.com>
Cc: Peter Talty <Peter.Talty@blc.com>; Tom Wittman <topwit@aol.com>; Jason Boyd <jboyd@ldg-arch.com>
Subject: RE: Certificate of Compatibility approval - MM & TSVI Adm. Bldg.

EXTERNAL E-MAIL

Doug,

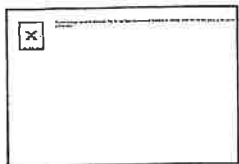
Attached are the Will Serve Letters for Mogul Medical and TSVI Administration/Firehouse Building. (Anthony actually drafted them last week but overlooked forwarding.)

By writ of this correspondence, the new TSVI Administration/Firehouse Building and the relocated Modul Medical facility Certificate of Compatibility is granted, without exception. The approval is only for the project and design plans as presented. Any significant deviation from the project plans will require additional review and approval.

Best of luck with the project!

Patrick Nicholson
Director of Planning &
Community Development
Village of Taos Ski Valley
Office: 575.776.8220 Ext. 6
Cell: 575.770.5601

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



From: Patrick Nicholson
Sent: Thursday, April 14, 2022 11:49 AM
To: dpatterson@ldg-arch.com
Cc: Peter Talty <Peter.Talty@blc.com>; Tom Wittman <topwit@aol.com>; Jason Boyd <jboyd@ldg-arch.com>
Subject: RE: amended and updated parking plan as per P and Z comments

Exhibit B to
Escrow and Development Agreement
(Mogul Medical Building)

Village of Taos Ski Valley
Planning & Community Development Department
Development Impact Fee Assessment Sheet



The Village of Taos Ski Valley assesses and collects Development Impact Fees for all new property development and expansion. Ordinance 2022-30 and Resolution 2022-502 duly adopted, provide for the follow Development Impact Fees:

Development Impact Fees - per Square Foot

Land Use	Public Safety Facilities	Transportation Facilities	Parks and Public Spaces	Wastewater System Development	Water System Development	Total - per Square Foot
<u>Residential</u>						
Single Family	\$ 1.65	\$ 2.09	\$ 1.46	\$ 2.79	\$ 1.51	\$ 9.50
Multifamily	\$ 3.38	\$ 3.02	\$ 3.00	\$ 5.67	\$ 3.07	\$ 18.14
<u>Nonresidential</u>						
Commercial	\$ 4.12	\$ 5.95	\$ -	\$ 7.87	\$ 4.26	\$ 22.20 ✓
<u>Accommodations</u>						
Hotel	\$ 4.64	\$ 4.17	\$ 4.12	\$ 7.90	\$ 4.27	\$ 25.10

In conjunction with the issuance of a Certificate of Compatibility, Development Impact Fees are hereby assessed for the following project:

Mogul Medical
Project Name

Total Square Footage: 5,600

Land Use Category: Commercial

\$ 124,320
Assessed Amount

Notes: _____

Development Impact Fees are due prior to the issuance of a Village of Taos Ski Valley Building Permit. No Building Permit will be issued, nor can any property development or construction activity begin until all Development Impact Fees have been paid in full. The initial assessed amount may be revised, pending submission of the final building permit plan set.

Received by (print): JOSEPH F. CANEPA / Atty for TSV

Received by (signature): [Signature]

Date Received: May 22 / 22 by email

Village of Taos Ski Valley
Planning & Community Development Department
Development Impact Fee Assessment Sheet



The Village of Taos Ski Valley assesses and collects Development Impact Fees for all new property development and expansion. Ordinance 2022-30 and Resolution 2022-502 duly adopted, provide for the follow Development Impact Fees:

Development Impact Fees - per Square Foot

Land Use	Public Safety Facilities	Transportation Facilities	Parks and Public Spaces	Wastewater System Development	Water System Development	Total - per Square Foot
<u>Residential</u>						
Single Family	\$ 1.65	\$ 2.09	\$ 1.46	\$ 2.79	\$ 1.51	\$ 9.50
Multifamily	\$ 3.38	\$ 3.02	\$ 3.00	\$ 5.67	\$ 3.07	\$ 18.14
<u>Nonresidential</u>						
Commercial	\$ 4.12	\$ 5.95	\$ -	\$ 7.87	\$ 4.26	\$ 22.20
<u>Accommodations</u>						
Hotel	\$ 4.64	\$ 4.17	\$ 4.12	\$ 7.90	\$ 4.27	\$ 25.10

In conjunction with the issuance of a Certificate of Compatibility, Development Impact Fees are hereby assessed for the following project:

TSUI ADM. Bldg + Mogul med.
Project Name

Total Square Footage: 17,700

Land Use Category: Commercial

\$ 392,940
Assessed Amount

Notes: _____

Development Impact Fees are due prior to the issuance of a Village of Taos Ski Valley Building Permit. No Building Permit will be issued, nor can any property development or construction activity begin until all Development Impact Fees have been paid in full.

Received by (print): _____

Received by (signature): [Signature]

Date Received: _____

Digitally signed by
Douglas Patterson
DN: cn=Douglas Patterson,
o=LDG Architects, ou,
email=dpatterson@ldg-
arch.com, c=US
Date: 2022.04.07 17:32:36
-06'00'

Exhibit C



April 14, 2022

Village of Taos Ski Valley
Village Council
7 Firehouse Road
Taos Ski Valley, NM 87525
Attn: Mayor Neal King

Dear Mayor King and Council,

The purpose of this letter is to formally submit our request for adjustments to the Development Impact Fees (DIF) assessments received from the Village staff earlier this month for the following projects TSVI intends to commence this spring:

- Firehouse Complex
- Mogul Medical
- Warehouse

We understand the calculation of the DIF assessments for these projects for the most part was done on a gross basis by applying the recently approved DIF rates to the square footage of the proposed facilities. However, we believe the determination of these fees should consider additional factors including whether the new facility is a replacement of an existing facility and as such creates no incremental growth or impact on infrastructure, provides a public benefit, whether it is being built on behalf of the Village and any discounts or credits per the Master Development Agreement (MDA) between the Village, TSVI and TIDD.

Before getting into the details of each project further below we thought it would be useful to revisit the underlying purpose of development impact fees. Per the Village Development Impact Fee Study provided by Willdan Financial Services, 'The primary policy objective of a development impact fee program is to ensure that new development pays the capital costs associated with growth.' We raise this because among our reasons for our proposed adjustments to the DIF assessments is the position that each new facility either partially or wholly replaces existing facilities in the Village and creates little or no incremental growth impact on the Village infrastructure. These are primarily infrastructure/support facilities or actual Village and community assets (e.g. firehouse, staff/EMS office, public meeting space, US Post Office) rather than new lodging or commercial retail spaces that are intended to increase guest visitation and/or guest services that directly impact Village infrastructure.

DIF Assessment #1: Firehouse Complex and Mogul Medical

The Village DIF worksheet calculates a \$393k DIF assessment for these two projects based on a combined 17,770 SF of space at the \$22.20/sf Commercial DIF rate (**see Exhibit A**). First, we request that these facilities be viewed individually to determine DIF's and second, we request the Council to consider the following for each project:

TAOS

Firehouse Complex

This new facility will consist of approximately 13,000 SF of interior space with the first floor being owned by the Village and provide for a new firehouse, open meeting area and US Post Office and the second floor will be office space owned and occupied by TSVI.

DIF for Village-owned space:

TSVI, as developer of the project, is constructing the facility and establishing a condominium upon completion that will allow for the ownership interest in the first floor to be acquired by the Village. While discussions are ongoing with Village staff as to how the Village plans to finance this acquisition, the solution has not been finalized. From that perspective it is difficult for us to front money for DIF's without certainty as to how it will be reimbursed. In the interest of time and not withholding the building permit required to commence construction, if the Council determines it is appropriate to collect DIF's for this portion of the building we respectfully suggest the Village fund this amount directly considering it will ultimately own the space. **Proposed TSVI DIF = \$0.**

DIF for TSVI-owned space:

TSVI will own and occupy 5,760 SF of office space on the second floor which will provide workstations for 43 employees (**see Exhibit B**). This headcount primarily represents a relocation of existing employees who currently work in the Taos Tent, which provides workstations for 23 employees (**see Exhibit C**), or in the overcrowded Resort Center. We are proposing a prorata adjustment for the 23 existing workstations that will be relocated. **Proposed TSVI DIF = \$46,034 as follows:**

Square Feet	5,760
DIF Rate	x <u>\$22.20 psf</u>
Gross DIF	\$127,872
Less: Adjustment	<u>(\$66,493)</u> - 52% credit for 23 existing Taos Tent work stations
Adjusted DIF	\$61,379
Less: 25% MDA	<u>(\$15,345)</u>
Net DIF Due	\$46,034

It is acknowledged that when Parcel C is subsequently developed in the future TSVI would not receive any credit for the office portion of the Taos Tent.

Mogul Medical

This project entails the relocation of the existing Mogul Medical facility. The attached plans show the new facility has almost an identical footprint and capacity to the existing (2,800 SF vs 2,400 SF and same number of water hookups – **see Exhibit D**) and therefore no material incremental impact on Village infrastructure. In addition, the Mogul Medical facility is a tremendous asset that is available to the public who otherwise would need to travel to the Town of Taos or elsewhere in the County for urgent medical care. It would not be unreasonable to expect a municipality to provide such a facility to its community and residents. In this case it is being provided by TSVI. **Proposed TSVI DIF: \$0.**



DIF Assessment #2: TSVI Warehouse Facility

The Village DIF worksheet calculates a \$76k DIF assessment based on 7,500 SF of space at an adjusted Commercial DIF rate of \$10.07/sf (excludes water and sewer fees) – **see Exhibit E.**

The warehouse is replacing seven large storage containers (220 total yards in length) currently located in the Village that will be removed upon project completion – **see Exhibit F.** There is no growth impact from this project. It is simply an infrastructure project to provide a more efficient way for TSVI to store operating equipment and supplies. It does not in itself create incremental visitation or impact on Village infrastructure. Also, removal of several of the existing containers will free up valuable parking space within the Village. **Proposed TSVI DIF: \$0.**

In conclusion, we understand our proposed adjustments are significant compared to the staff DIF Assessment Worksheet calculations but we believe our rationale above to be sound and reasonable. We look forward to commencing construction of these infrastructure projects as soon as possible as they address needs of the Village and TSVI. We appreciate your attention and consideration to this matter.

Best Regards,

Chaz Rockey
CFO and Board Member
Taos Ski Valley, Inc.

Exhibit D

WIRING INSTRUCTIONS FOR FIRST NEW MEXICO TITLE

Please use the following information when wiring escrow money to First New Mexico Title:

ABA/ROUTING: 107001261
Name of Bank: CENTINEL BANK OF TAOS
512 PASEO DEL PUEBLO SUR
TAOS NM 87571
575-758-6700
ACCOUNT NUMBER: 4018696
NAME OF ACCOUNT: FIRST NEW MEXICO TITLE (must include acct number AND name)
602 PASEO DEL PUEBLO SUR
TAOS NM 87571
575-758-4244

Reference:

Mogul Medical Building
(Order number or last name)

ATTENTION: Do NOT send an ACH, it will be rejected. Remember to include our account number AND name or it will not be applied.

Bank and Wire Fraud is on the rise. Please give us a call before sending money to ensure this form has not been altered in any way and to confirm the ABA/Routing and Account number. The number you call should be independently verified.

Non-domestic or foreign wires may take up to ten business days to clear. These wires may also be processed through third party banks that charge additional fees.

ESCROW AND DEVELOPMENT AGREEMENT

[For Final Determination, Collection, and Payment of Development Impact Fees ("DIF") for New TSVI Storage Warehouse Building]

This Escrow and Development Agreement For Final Determination, Collection, and Payment of Development Impact Fees ("DIF") for the new TSVI Storage Warehouse Building ("Warehouse DIF 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") (collective hereafter, the "Parties" or individually "Party").

Recitals

A. WHEREAS, TSVI has submitted development plans and application for a building permit to the Village for a new storage Warehouse Building to replace the existing storage containers in the Village (on TSVI's land in the Village) (hereafter "Warehouse Project" or "this Project") to a new location (also on TSVI land) in January 2022 (Exhibit A hereto); and,

B. WHEREAS, the Village has now reviewed and granted a Certificate of Compatibility ("CUP") for this new Storage Warehouse Building Project in April, 2022; and,

C. WHEREAS, the Village has also issued its "Development Impact Fee Assessment" ("Warehouse DIF Assessment") to TSVI on April 6, 2022 for this Warehouse Project (Exhibit B hereto); and,

D. WHEREAS, on April 14, 2022, TSVI submitted its formal "Request for Adjustment / Reduction" to the Village's Warehouse DIF Assessment to the Village (Exhibit C hereto) requesting credits against, and a reduction of, the DIF Assessment Amount for this Warehouse Project; and,

E. WHEREAS, TSVI's application for a building permit for the Warehouse Project filed with the Village and is pending issuance by the Village, subject to this Warehouse DIF Agreement being executed, and the DIF being escrowed thereunder, all pursuant to that DIF Agreement and the Village's recently amended "Development Impact Fees" Ordinance No. 2022-30 (enacted February 22, 2022) ("DIF Ordinance"); and,

F. WHEREAS, the Village's current administrative policy requires collection and payment of DIF prior to issuance of a building permit for this Project; and,

G. WHEREAS, the Village's DIF Ordinance expressly provides in Section 6 that:

"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;

....

H. The Village may enter into an agreement with the owner of a tract of land for a method of payment of the DIF over an extended period of time, otherwise in compliance with this Ordinance and the Act (NMSA Section 5-8-1, eq seq."; and,

H. WHEREAS, the Village DIF Ordinance further provides in Section 8 that:

"C. The Village Council shall have the final authority to determine the amount of any refund, credit, or reduction of DIFs."; and,

I. WHEREAS, pursuant to the Village's DIF Ordinance, Section 6H the Parties hereto desire to enter into this DIF Agreement to allow for the immediate issuance of the building permit for this Project after TSVI's payment of the Village's DIF "Assessed Amount" into escrow at First New Mexico Title and Abstract Company, Inc. Taos, New Mexico ("FNMT) pending final determination of the final assessed amount of DIF to be paid to the Village.

Recitals

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 Escrow of "Assessed Amount" for This Warehouse Storage Building Project with First New Mexico Abstract and Title Company, Inc. (FNMT).

1.1 Escrow of DIF by TSVI. Upon execution of this Warehouse DIF Agreement, TSVI shall deposit in escrow by wire transfer to FNMT's Centinel Bank of Taos ("Escrow Agent") (wire instructions Exhibit D) the "Assessed Amount" of DIF for this Warehouse Project (\$75,525.00) to be held in a separate escrow account for this Warehouse Project for this purpose to be held until a final determination is made as to the final DIF amount for this Project.

1.2 Release of DIF Funds to the Village/Separate DIF Account. The DIF funds for this Project shall be released in whole or in part based on the final determination of the amount of DIF for this Project under Section 3.0 and such released DIF Funds for this Project paid to the Village will be held by the Village in a designated account for this Project.

1.3 Release of DIF Funds to TSVI. The DIF funds for this Project shall be released in whole or in part based on the remaining portion of DIF funds for this Project if the DIF final assessed amount is less than the assessed amount TSVI puts into escrow for this Project after a Final Determination of the DIF amount is made pursuant to this Warehouse DIF Agreement and/or if the PPA or this Project is terminated and/or is not built for any reason.

1.4 Notice. All notices and communications required or permitted under this DIF Agreement shall be in writing and shall be deemed given and delivered to, and received by the receiving Party, or to the Escrow Agent, when given in accordance with the terms of this Warehouse DIF Agreement (paragraph 4.1).

1.5 Disputes and Indemnity. If the Escrow Agent is in good faith uncertain as to Escrow Agent's obligations hereunder, and if Escrow Agent is unable to obtain the written agreement of Village and TSVI resolving such uncertainty, the Escrow Agent may bring a declaratory judgment or interpleader action, naming the Village and TSVI to resolve such uncertainty. The Village and TSVI agree to defend, indemnify and hold Escrow Agent harmless from and against all costs, damages, attorney's fees, expenses, and liabilities which Escrow Agent may incur in connection with this Escrow and Development Agreement and this escrow or in any such litigation, so long as such liability does not arise from Escrow Agent's negligence in carrying out its obligations hereunder. The Parties and the Escrow Agent agree to jurisdiction and venue in the Eighth Judicial District Court, Taos County, New Mexico to resolve any disputes under this Warehouse DIF Agreement, including enforcement of any rights thereunder.

2.0 Village Issuance of Building Permit Upon Escrow of DIF Funds.

2.1 The Village Building Official shall issue the Building Permit(s) (or for initial Grading Permit) for this Warehouse Project upon signing of this Warehouse DIF Agreement

by TSVI and receipt of notice of TSVI's escrow of the DIF funds for this Project by wire transfer to FNMT's bank escrow account therefor. The Village's fees charged for the Building Permit(s) themselves will be paid separately, directly to the Village by TSVI at the time of issuance of said Building Permit(s).

3.0 Process and Procedure for "Final Determination" of Warehouse DIF Amount.

3.1 By Negotiation by the Parties. The Parties agree to negotiate in good faith a final amount of DIF for this Project as well as the amount of any "Water and Sewer Connection Fees" for this Project under new Village Ordinance No. 2022-70 (if adopted) prior to any Final Determination request for this Project being submitted to, and/or made by, the Village Council at the Village Council meeting on May 24, 2022.

3.2 By Village Council on May 24, 2022. If a negotiated settlement of the DIF for the Project is not reached by the Parties by May 24, 2022, TSVI's pending request for credits against, and reduction of, the DIF Assessed Amount will be heard and decided as to a Final Determination of the DIF amount for this Warehouse Project by the Village Council on May 24, 2022 pursuant to the Village DIF Ordinance and New Mexico's DIF Act (NMSA 1978, Section 5-8-1, *et. seq.*).

3.3 By District Court After Rule 74 Appeal. Nothing herein precludes or waives TSVI's right to appeal the Village Council's Final Determination of the DIF for this Project to the District Court of New Mexico, Eighth Judicial District, Taos County, New Mexico under Rule 1-074 (NMRA).

34. Upon Final Determination of the DIF, the DIF funds for this Project shall be released / paid to the Village and such DIF funds will be held by the Village in a designated Village account for this Project.

4.0 Miscellaneous.

4.1 Notices. Any notice required or permitted under this DIF 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

If to the Escrow Agent
First New Mexico Title
c/o Matthew D. Height
P.O. Box 3590
602 Paso del Pueblo Sur
Taos, NM 87571

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 and to the Escrow Agent.

4.2 Miscellaneous. This DIF Agreement may not be amended, modified, or terminated except by a written instrument executed by the Parties hereto. This Warehouse DIF Agreement and the rights of the Parties and the Escrow Agent shall be governed by and constructed in accordance with the laws of the State of New Mexico. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. This Warehouse DIF Agreement may be signed electronically and in counterparts. All counterparts hereof shall collectively constitute a single agreement.

Signatures on Following Pages

AGREED TO:

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

DocuSigned by:
By: Tom Wittman
Thomas Wittman
Its: Mayor Pro Tem
Date: 5/3/2022

Attest:

Ann Marie Wooldridge
Village Clerk

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

AGREED TO:

TAOS SKI VALLEY, INC.,
a New Mexico corporation

DocuSigned by:
By: Peter J. Talty
Peter J. Talty
Its: Vice President
Date: 5/3/2022

Accepted by Escrow Agent:

FIRST NEW MEXICO TITLE
& ABSTRACT COMPANY, INC.

By: _____

Matthew D. Height
Its: President

NEW STORAGE WAREHOUSE BUILDING PLANS



Exhibit A to
Escrow and Development Agreement
(Warehouse Building)
Page 2 of 3

Ocean Boulevard
July 2021 Imagery

1:2,000
0 50 100
ft



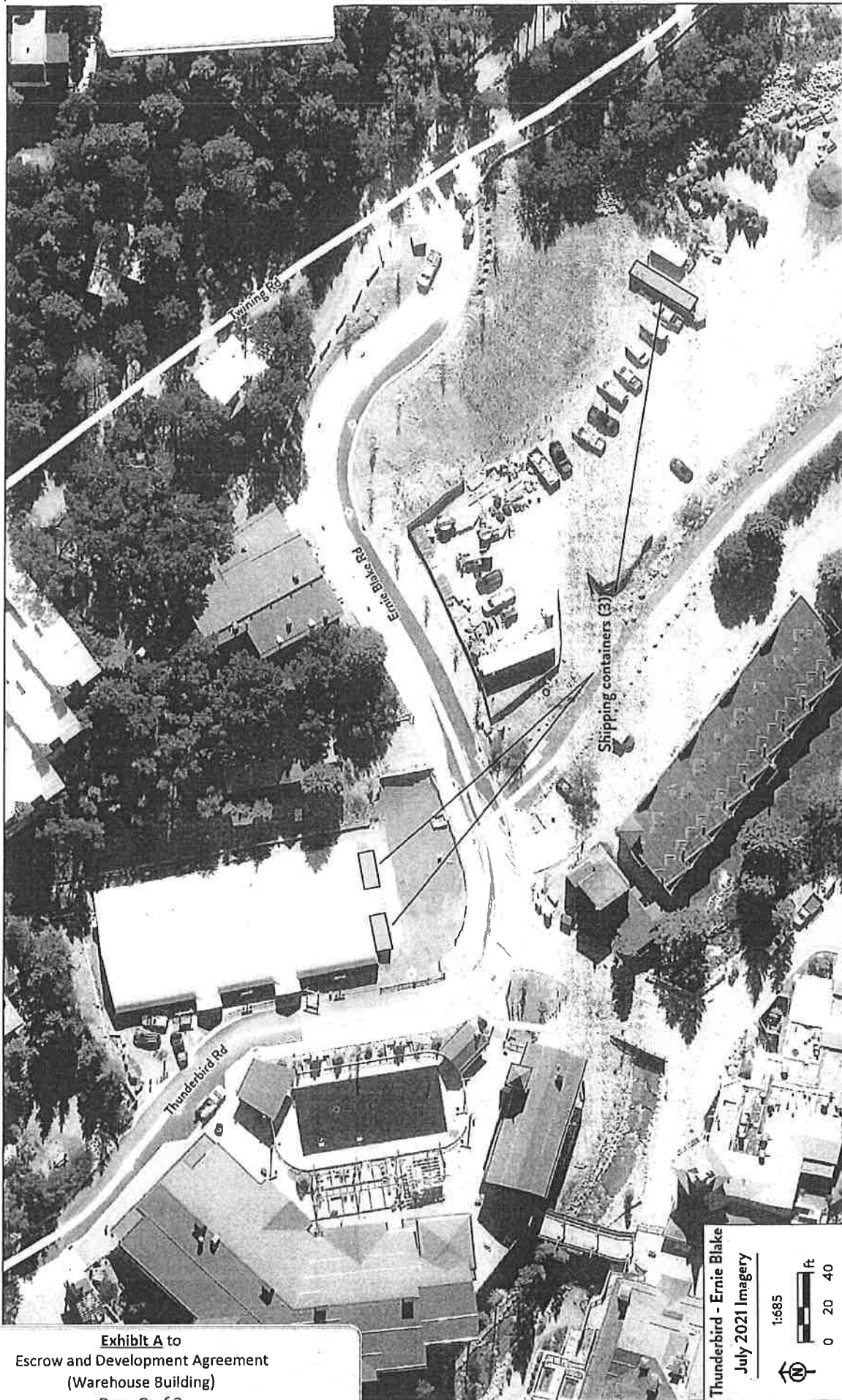


Exhibit A to
Escrow and Development Agreement
(Warehouse Building)
Page 3 of 3

Thunderbird - Ernie Blake
July 2021 Imagery



Village of Taos Ski Valley
Planning & Community Development Department
Development Impact Fee Assessment Sheet



The Village of Taos Ski Valley assesses and collects Development Impact Fees for all new property development and expansion. Ordinance 2022-30 and Resolution 2022-502 duly adopted, provide for the follow Development Impact Fees:

Development Impact Fees - per Square Foot

Land Use	Public Safety Facilities	Transportation Facilities	Parks and Public Spaces	Wastewater System Development	Water System Development	Total - per Square Foot
<u>Residential</u>						
Single Family	\$ 1.65	\$ 2.09	\$ 1.46	\$ 2.79	\$ 1.51	\$ 9.50
Multifamily	\$ 3.38	\$ 3.02	\$ 3.00	\$ 5.67	\$ 3.07	\$ 18.14
<u>Nonresidential</u>						
Commercial	\$ 4.12	\$ 5.95	\$ 0	\$ 7.87	\$ 4.26	\$ 22.20
<u>Accommodations</u>						
Hotel	\$ 4.64	\$ 4.17	\$ 4.12	\$ 7.90	\$ 4.27	\$ 25.10

In conjunction with the issuance of a Certificate of Compatibility, Development Impact Fees are hereby assessed for the following project:

TSVI Warehouse
Project Name

Total Square Footage: 7,500

\$ 75,525
Assessed Amount

Land Use Category: Commercial

Notes: Public Safety & Trans. Fees only

Development Impact Fees are due prior to the issuance of a Village of Taos Ski Valley Building Permit. No Building Permit will be issued, nor can any property development or construction activity begin until all Development Impact Fees have been paid in full.

Received by (print): _____

Received by (signature): [Signature]

Date Received: _____

Digitally signed by Douglas

Patterson

DN: cn=Douglas Patterson,

o=LDG Architects, ou=

email=dpatterson@ldg-

arch.com, c=US

Date: 2022.04.06 10:09:48

-06'00'

Exhibit B 40
Escrow and Development Agreement
(Warehouse Building)



April 14, 2022

Village of Taos Ski Valley
Village Council
7 Firehouse Road
Taos Ski Valley, NM 87525
Attn: Mayor Neal King

Dear Mayor King and Council,

The purpose of this letter is to formally submit our request for adjustments to the Development Impact Fees (DIF) assessments received from the Village staff earlier this month for the following projects TSVI intends to commence this spring:

- Firehouse Complex
- Mogul Medical
- Warehouse

We understand the calculation of the DIF assessments for these projects for the most part was done on a gross basis by applying the recently approved DIF rates to the square footage of the proposed facilities. However, we believe the determination of these fees should consider additional factors including whether the new facility is a replacement of an existing facility and as such creates no incremental growth or impact on infrastructure, provides a public benefit, whether it is being built on behalf of the Village and any discounts or credits per the Master Development Agreement (MDA) between the Village, TSVI and TIDD.

Before getting into the details of each project further below we thought it would be useful to revisit the underlying purpose of development impact fees. Per the Village Development Impact Fee Study provided by Willdan Financial Services, 'The primary policy objective of a development impact fee program is to ensure that new development pays the capital costs associated with growth.' We raise this because among our reasons for our proposed adjustments to the DIF assessments is the position that each new facility either partially or wholly replaces existing facilities in the Village and creates little or no incremental growth impact on the Village infrastructure. These are primarily infrastructure/support facilities or actual Village and community assets (e.g. firehouse, staff/EMS office, public meeting space, US Post Office) rather than new lodging or commercial retail spaces that are intended to increase guest visitation and/or guest services that directly impact Village infrastructure.

DIF Assessment #1: Firehouse Complex and Mogul Medical

The Village DIF worksheet calculates a \$393k DIF assessment for these two projects based on a combined 17,770 SF of space at the \$22.20/sf Commercial DIF rate, (see Exhibit A). First, we request that these facilities be viewed individually to determine DIF's and second, we request the Council to consider the following for each project:

TAOS

Firehouse Complex

This new facility will consist of approximately 13,000 SF of interior space with the first floor being owned by the Village and provide for a new firehouse, open meeting area and US Post Office and the second floor will be office space owned and occupied by TSVI.

DIF for Village-owned space:

TSVI, as developer of the project, is constructing the facility and establishing a condominium upon completion that will allow for the ownership interest in the first floor to be acquired by the Village. While discussions are ongoing with Village staff as to how the Village plans to finance this acquisition, the solution has not been finalized. From that perspective it is difficult for us to front money for DIF's without certainty as to how it will be reimbursed. In the interest of time and not withholding the building permit required to commence construction, if the Council determines it is appropriate to collect DIF's for this portion of the building we respectfully suggest the Village fund this amount directly considering it will ultimately own the space. **Proposed TSVI DIF = \$0.**

DIF for TSVI-owned space:

TSVI will own and occupy 5,760 SF of office space on the second floor which will provide workstations for 43 employees (**see Exhibit B**). This headcount primarily represents a relocation of existing employees who currently work in the Taos Tent, which provides workstations for 23 employees (**see Exhibit C**), or in the overcrowded Resort Center. We are proposing a prorata adjustment for the 23 existing workstations that will be relocated. **Proposed TSVI DIF = \$46,034 as follows:**

Square Feet	5,760
DIF Rate	x <u>\$22.20 psf</u>
Gross DIF	\$127,872
Less: Adjustment	<u>(\$66,493)</u> - 52% credit for 23 existing Taos Tent work stations
Adjusted DIF	\$61,379
Less: 25% MDA	<u>(\$15,345)</u>
Net DIF Due	\$46,034

It is acknowledged that when Parcel C is subsequently developed in the future TSVI would not receive any credit for the office portion of the Taos Tent.

Mogul Medical

This project entails the relocation of the existing Mogul Medical facility. The attached plans show the new facility has almost an identical footprint and capacity to the existing (2,800 SF vs 2,400 SF and same number of water hookups – **see Exhibit D**) and therefore no material incremental impact on Village infrastructure. In addition, the Mogul Medical facility is a tremendous asset that is available to the public who otherwise would need to travel to the Town of Taos or elsewhere in the County for urgent medical care. It would not be unreasonable to expect a municipality to provide such a facility to its community and residents. In this case it is being provided by TSVI. **Proposed TSVI DIF: \$0.**

TAOS

DIF Assessment #2: TSVI Warehouse Facility

The Village DIF worksheet calculates a \$76k DIF assessment based on 7,500 SF of space at an adjusted Commercial DIF rate of \$10.07/sf (excludes water and sewer fees) – see Exhibit E.

The warehouse is replacing seven large storage containers (220 total yards in length) currently located in the Village that will be removed upon project completion – see Exhibit F. There is no growth impact from this project. It is simply an infrastructure project to provide a more efficient way for TSVI to store operating equipment and supplies. It does not in itself create incremental visitation or impact on Village infrastructure. Also, removal of several of the existing containers will free up valuable parking space within the Village. **Proposed TSVI DIF: \$0.**

In conclusion, we understand our proposed adjustments are significant compared to the staff DIF Assessment Worksheet calculations but we believe our rationale above to be sound and reasonable. We look forward to commencing construction of these infrastructure projects as soon as possible as they address needs of the Village and TSVI. We appreciate your attention and consideration to this matter.

Best Regards,

Chaz Rockey
CFO and Board Member
Taos Ski Valley, Inc.

WIRING INSTRUCTIONS FOR FIRST NEW MEXICO TITLE

Please use the following information when wiring escrow money to First New Mexico Title:

ABA/ROUTING: 107001251

Name of Bank: CENTINEL BANK OF TAOS

512 PASEO DEL PUEBLO SUR

TAOS NM 87571

575-752-6700

ACCOUNT NUMBER: 4016626

NAME OF ACCOUNT: FIRST NEW MEXICO TITLE (must include acct number AND name)

602 PASEO DEL PUEBLO SUR

TAOS NM 87571

575-752-4264

Warehouse Building

Reference:

(Order number or last name)

ATTENTION*** Do NOT send an ACH, it will be rejected. Remember to include our account number AND name or it will not be applied.

Bank and Wire Fraud is on the rise. Please give us a call before sending money to ensure this form has not been altered in any way and to confirm the ABA/Routing and Account number. The number you call should be independently verified.

Non-domestic or foreign wires may take up to ten business days to clear. These wires may also be processed through third party banks that charge additional fees.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Village Outside Contractor Agreements, Annual Renewal and qualified Price Agreements

DATE: September 27, 2022

PRESENTED BY: John Avila, Village Administrator

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 to be renewed. Some contracts have taken longer to get agreement on details but will be considered a renewal rather than a new agreement requiring a complete procurement effort. The GIS product that the Village has invested in for the past few years will be improved by continuing the contract with Sage GIS and is presented here for renewal:

Sage GIS 10/1-6/30/2023 Contract Develop VTSV GIS (NTE) \$ 36,000 Contract Renewal under initial contract

RECOMMENDATION: Staff recommends authorization and approval of the contract.



**Contract:
SageGIS, LLC**

Contract # VTSV-2023-12

**PROFESSIONAL SERVICES CONTRACT
For GIS 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, SageGIS, LLC (hereinafter "CONTRACTOR") on this First day of October, 2022.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide GIS 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 services to the Village to establish and maintain a fully functional municipal GIS system including needs assessment, system design, data compilation, base layer creation and development, spatial analysis, and mapping. Specific tasks include but may not be limited to:
 - A. Implement functional improvements to improve efficiency and system usefulness for staff. Identify data gaps, development of new data layers, incorporate collected GPS field data. Identify a standard method to collect valid GPS field data, ongoing. (300Hours)
 - B. Work with VTSV staff to provide training in the use of GIS at least one session per month and develop training materials for future reference. In addition, continue to develop and improve map products such as municipal zoning, utilities, infrastructure, ownership, public trails, development scenarios, and Village Clerk requests. (3 100 hours)
 - C. Nex Gen E-911 addressing coordination/management ongoing. (100 hours)
 - D. Coordinating with Taos County to correct boundary discrepancies/disparity as found/ongoing. (150 hours)
 - E. ESRI subscription management. (75hours)
 - F. Community Fire Mitigation Plan/Firewise - GIS Dashboard, GIS data collection framework and analysis. Including comprehensive schema allowing for analysis and visualization of Firewise Status. A framework to make effective decisions. (200hrs.)

G. Parks and Recreation Trail Program - GIS Dashboard, GIS data collection framework, and analysis. Including comprehensive schema allowing for analysis and visualization of Parks and Recreation Trail and Inf Status. A framework to make effective decisions. (150hrs.)

H. Provide GIS analytic support to Village projects and programs upon request. (125 hrs.)

Total contract hours not to exceed 1,200 hours.

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

SageGIS, LLC CGIS
PO Box 1901
El Prado, NM 87529
(505)-469-8317

3. Term. This contract shall be effective from October 1, 2022, through June 30, 2023, unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall not be effective until approved by the VILLAGE Council and signed by the Village Administrator.

4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.

5. Contract Management. Contract management, project coordination, and acceptance of deliverables is assigned by the VILLAGE to the Director of Planning & Community Development. Scope of Work tasks shall be discussed and mutually agreed to prior to initiation each monthly.

6. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract:

- A maximum of \$36,000 + NM GRT, net 30 days; invoicing shall indicate hours dedicated to each task, per Scope of Work. If payment is not received 30 days after invoice date a \$50 late charge shall apply.
- Other Reimbursable expenses: copies, printing, mailing charges would be reimbursed at cost.
- Compensation shall directly relate to the tasks and deliverables as assigned by the VILLAGE shown as hours completed for each task in the Scope of Work on each invoice.

7. Release. CONTRACTOR agrees that, upon final 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.

8. 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. FY 2023 appropriations will be necessary to complete and fully fund the entire contract amount.

9. Annual Review. 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).

10. 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 three (3) 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from their performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, their employees, agents, or other representatives while engaged in the performance of this contract.

20. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer, or subcontract any interest 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.

21. Conflict of Interest. CONTRACTOR warrants that they presently have 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.
22. 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.
23. 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.
24. Required Liability Insurance. CONTRACTOR shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended).
25. 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.
26. 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.
27. 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.
28. 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.
29. Amendment(s) to This Contract. This contract shall not be altered, changed, modified, or amended, except by instrument, in writing, executed by both parties.
30. 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, and State of New Mexico.
31. 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.

Village of Taos Ski Valley

John Avila, Village Administrator

SageGIS, LLC

ATTEST:

CONTRACTOR'S GRT/CRS NUMBER or

CONTRACTOR'S FED. TAX ID NO. or SSN

ANN M. WOOLDRIDGE, VILLAGE CLERK

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Agreement between North Central Regional Transit District and Village of Taos Ski Valley for Winter 2022/23

DATE: September 27, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village has need for transportation to allow visitors and staff in the Village an alternative for reaching the Village during ski season. The VTSV has normally had an agreement with NCRTD to provide winter routes subsidy as provided from Lodger Tax Board. Last summer the NCRTD was not able to staff the VTSV routes. In order to secure staffing for the routes, NCRTD needs to enter into an Agreement (MOU). NCRTD will pay \$63,000 additional support is committed by the Town of Taos for \$25,000 and Taos County is \$20,000 leaving the Village \$42,140 to pay

RECOMMENDATION: Staff recommends Council Approval of the Agreement to allow staffing of route and invoicing of contributions from Town of Taos and Taos County



MEMORANDUM OF AGREEMENT
BETWEEN THE VILLAGE OF TAOS SKI VALLEY
AND THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TO PROVIDE A BUS ROUTE TO TAOS SKI VALLEY

This Memorandum of Agreement (the “Agreement”) is entered into as of September____, 2022, by and between the NCRTD (“District”), a Regional Transit District organized and existing under the Laws of the State of New Mexico and specifically the Regional Transit District Act, NMSA 1978, Sections 73-25-1 et seq., and the Village of Taos Ski Valley (“Village”), a duly organized and incorporated municipality in the State of New Mexico, (each being a “Party” and collectively, the “Parties”) for the purpose of operating a bus route to the Village.

WHEREAS, the Village has historically contracted with the Taos Chile Line for the provision of some public transportation services; and

WHEREAS, in 2015 the District acquired and now owns and operates the Taos Chile Line as the NCRTD Taos Chile Line; and

WHEREAS, the Parties wish to provide bus service between the Village of Taos and the Village of Taos Ski Valley for the purpose of employment and to encourage tourism; and

WHEREAS, the Parties enter into this Agreement to provide bus service to the Village of Taos Ski Valley.

NOW, THEREFORE IT IS AGREED between the parties as follows:

1. Services Provided by the NCRTD. The District will provide bus service consistent with the transit schedule of the District as outlined on Attachment “A”, attached hereto and incorporated by reference herein. The services provided under this Agreement shall conform to the standards for service, policies and procedures of the District for general NCRTD transit services. The Parties acknowledge that the services as outlined on Attachment “A” may be altered, substituted, or reduced in the future if the Parties jointly agree that changes are warranted based upon ridership and the needs of the Parties. The Parties agree that any alteration, substitution, or reduction of any or all of the services will not be grounds for the termination or alteration of the Parties’ obligations pursuant to this Agreement provided that the District continues to provide public transportation service to and from the Village equivalent to the service described in Attachment “A”. Nothing

herein shall be deemed to limit the ability of the Parties to the Agreement from agreeing to additional services during the term of this Agreement.

The District reserves the right to cancel services without penalty if, in the District's sole discretion, it determines that snow removal has not been adequately performed or maintained and that the service would not be reasonably safe. Said cancellations may be made by the District without penalty, offset or reduction in the compensation due under this Agreement.

2. Fares. The District will not charge fares for this route.

3. Term of Service. The District shall provide District buses, personnel and related services as necessary to provide the service as indicated in Attachment "A" for a term of three (3) months and eleven (11) days; the District shall provide transit service from December 12, 2022 through March 26, 2023.

4. Sum Paid to the District. The Village agrees to pay the sum of \$87,140.00 to the District, as full payment of the cost of service on or before December 19, 2022. The check shall be made payable to the North Central Regional Transit District, Attention Finance Department at 1327 N. Riverside Drive, Española, NM 87532. This sum may be modified by subsequent agreement of the parties in the event that the Village seeks and obtains additional services from the District during the term of this Agreement.

5. Village's Duties. The Village agrees to work with Taos Ski Valley, Inc. to enforce any and all valid agreements regarding snow removal on the routes where the District is providing services. Said enforcement shall be at the Village's sole cost and expense. Failure to enforce any such agreements shall be grounds for the District, on a case-by-case basis, to cancel trips or services which it, in its sole discretion, determines to be unreasonably unsafe. The Village further agrees to enforce access to and use of drop off and pick up locations designated by the District against any and all private parties that seek to impair the delivery of the service including but not limited to Taos Ski Valley.

6. Liability. As between the Parties, each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each Party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 through 41-4-27. The Parties agree that this document is not intended, by any provisions or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any of the provisions of this Agreement.

7. Appropriations and Authorizations. This Agreement is contingent upon there being sufficient appropriations available and proper authorization from the respective governing bodies of the Parties. Each Party shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.

8. Termination. This Agreement may be terminated at will, by either Party, with or without cause. Termination shall be by written notice to the other party by U.S. mail or by e-mail so long as there is confirmation of receipt. Notice of termination by either party shall be effective upon the date of receipt. However, neither party may nullify obligations to deliver services or to make payment for

services prior to the date of termination. If notified of termination, the District shall cease performing services upon the effective date of termination. If the Village terminates this contract prior to a payment date the village shall remain liable for payment of a pro-rated portion of the contract amount. If the District terminates this contract, it shall refund a prorated portion of the contract sum based upon days of service delivered compared to the pro-rated amount paid prior to the date of termination. In no event shall termination nullify obligations of either party prior to the effective date of termination.

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

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

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

12. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the resolutions, rules and regulations of the District. Any legal proceeding brought against the District, arising out of this contract, shall be brought before the First Judicial District Court, Santa Fe County, State of New Mexico.

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

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

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

Dennis Tim Salazar, Chair

Date signed

, Mayor

Date Signed

Attest: _____
Ann Marie Wooldridge, Village Clerk

APPROVED AS TO FORM:

Peter Dwyer, District Counsel

Date: _____

Village Attorney:

Date: _____

Difference from FY21 propose

Taos Ski Valley 341 & Night Rider Service

	FY19	FY20	FY 21	FY 21 Enhanced	FY 2022 Proposed	
EXPENSES						
Daily Bus service (100 days)	\$108,497.00	\$110,466.00	\$130,400.00	\$150,000.00	\$150,140.00	
Night Rider (29 days)	\$10,387.00	\$10,906.00	\$11,600.00	\$0.00	\$0.00	
Total Cost	\$118,884.00	\$121,372.00	\$142,000.00	\$150,000.00	\$150,140.00	
INCOME						
VTSV Contribution	\$65,965.00	\$74,587.00	\$40,000.00	\$41,666.00	\$62,140.00	\$474.00
Taos County Contribution			\$20,000.00	\$21,666.00	\$0.00	\$20,000.00
Town of Taos Contribution	\$20,000.00	\$0.00	\$25,000.00	\$26,666.00	\$25,000.00	\$25,000.00
FY18 Credit	(\$10,387.00)	NA	NA	NA	NA	
RTGRT, 5311 Contribution (NCRTD)	\$43,306.00	\$46,785.00	\$57,000.00	\$60,002.00	\$63,000.00	\$2,998.00
Total Contributions	\$118,884.00	\$121,372.00	\$142,000.00	\$150,000.00	\$150,140.00	\$140.00



341 TSV Green Map



- Daily Service
- - - Limited Service
- Timed Bus Stop

NCRTD Transit Service Proposal: 341 TSV Green Service Expansion

Background Information

Taos-area government entities, North Central Regional Transit District (NCRTD) passengers and Taos Ski Valley, Inc. have requested an increased level of service on NCRTD route 341 TSV Green and a consistent route schedule Monday through Sunday. NCRTD has evaluated the request and proposes to operate the 341 TSV Green Friday through Sunday schedule every day of the week. The expansion in service will cost an additional \$19,600. Information about the current 341 TSV Green route and the proposed service expansion is summarized in the table below. The current route schedule and the proposed schedule are on pages 2 and 3, respectively. Please note that information contained in this proposal is subject to change.

Current 341 TSV Green Service	Proposed 341 TSV Green Service Expansion
<p>Description: Fare-free service between the Town of Taos and Taos Ski Valley. (See map on left side of this page).</p> <p>Annual days of service: 100; from the third Saturday of December to the fourth Sunday of March, including all holidays.</p> <p>Schedule: 6 round trips Monday through Thursday. 8 round trips Friday through Sunday. (See schedule on page 2.)</p> <p>Annual operating cost: ~\$130,400 (56 days at \$1,150 a day plus 44 days at \$1,500 a day).</p> <p>Ridership: 14,186 passengers for the 2018-2019 season, and 12,656 for 86 (instead of 100) days of service during the 2019-2020 season.</p>	<p>Description: Fare-free service between the Town of Taos and Taos Ski Valley. (See map on left side of this page).</p> <p>Annual days of service: 100; from the third Saturday of December to the fourth Sunday of March, including all holidays.</p> <p>Schedule: 8 round trips Monday through Sunday. (See schedule on page 3.)</p> <p>Annual operating cost: ~\$150,000 (100 days at \$1,500 a day). Local government organizations are responsible for securing the additional \$19,600 required to provide the increased level of service.</p> <p>Ridership: The addition of two additional round trips per day (on Monday through Thursday) and the shift to a consistent schedule is expected to boost ridership.</p>



Current 341 TSV Green Service Schedule



Monday - Thursday Service

Northbound Monday-Thursday Service											
Trip No.	Paseo del Pueblo Sur & Chamisa Rd	Paseo del Pueblo Sur & Bertha St	Paseo del Pueblo Sur & Cruz Alta	Paseo del Pueblo Sur & Frontier Rd	Paseo del Pueblo Sur & Siler Rd	Chk Plaza & Camino de la Placita	El Monte Sagrado	Paseo del Pueblo Sur & El Conson	Paseo del Pueblo Sur & Bertha St	Paseo del Pueblo Sur & El Conson	Toro St & Valley Lot
1M	7:10	7:31	7:44	7:48	7:48	7:48	-	7:50	7:52	7:52	8:15
2M	8:15	8:36	8:49	8:53	8:53	8:53	-	8:55	8:57	8:57	9:20
3M	9:15	9:36	9:49	9:53	9:53	9:53	-	9:55	9:57	9:57	10:20
4M	10:15	10:36	10:49	10:53	10:53	10:53	-	10:55	10:57	10:57	11:20
5M	11:15	11:36	11:49	11:53	11:53	11:53	-	11:55	11:57	11:57	12:20
6M	12:15	12:36	12:49	12:53	12:53	12:53	-	12:55	12:57	12:57	1:00
7M	1:15	1:36	1:49	1:53	1:53	1:53	-	1:55	1:57	1:57	2:00
8M	2:15	2:36	2:49	2:53	2:53	2:53	-	2:55	2:57	2:57	3:00
9M	3:15	3:36	3:49	3:53	3:53	3:53	-	3:55	3:57	3:57	4:00
10M	4:15	4:36	4:49	4:53	4:53	4:53	-	4:55	4:57	4:57	5:00

Southbound Monday-Thursday Service

Trip No.	Paseo del Pueblo Sur & Chamisa Rd	Paseo del Pueblo Sur & Bertha St	Paseo del Pueblo Sur & Cruz Alta	Paseo del Pueblo Sur & Frontier Rd	Paseo del Pueblo Sur & Siler Rd	Chk Plaza & Camino de la Placita	El Monte Sagrado	Paseo del Pueblo Sur & El Conson	Paseo del Pueblo Sur & Bertha St	Paseo del Pueblo Sur & El Conson	Toro St & Valley Lot
1S	7:10	7:31	7:44	7:48	7:48	7:48	-	7:50	7:52	7:52	8:15
2S	8:15	8:36	8:49	8:53	8:53	8:53	-	8:55	8:57	8:57	9:20
3S	9:15	9:36	9:49	9:53	9:53	9:53	-	9:55	9:57	9:57	10:20
4S	10:15	10:36	10:49	10:53	10:53	10:53	-	10:55	10:57	10:57	11:20
5S	11:15	11:36	11:49	11:53	11:53	11:53	-	11:55	11:57	11:57	12:20
6S	12:15	12:36	12:49	12:53	12:53	12:53	-	12:55	12:57	12:57	1:00
7S	1:15	1:36	1:49	1:53	1:53	1:53	-	1:55	1:57	1:57	2:00
8S	2:15	2:36	2:49	2:53	2:53	2:53	-	2:55	2:57	2:57	3:00
9S	3:15	3:36	3:49	3:53	3:53	3:53	-	3:55	3:57	3:57	4:00
10S	4:15	4:36	4:49	4:53	4:53	4:53	-	4:55	4:57	4:57	5:00

Friday - Sunday Service

Northbound Friday - Sunday Service											
Trip No.	Paseo del Pueblo Sur & Chamisa Rd	Paseo del Pueblo Sur & Bertha St	Paseo del Pueblo Sur & Cruz Alta	Paseo del Pueblo Sur & Frontier Rd	Paseo del Pueblo Sur & Siler Rd	Chk Plaza & Camino de la Placita	El Monte Sagrado	Paseo del Pueblo Sur & El Conson	Paseo del Pueblo Sur & Bertha St	Paseo del Pueblo Sur & El Conson	Toro St & Valley Lot
1M	7:10	7:31	7:44	7:48	7:48	7:48	-	7:50	7:52	7:52	8:15
2M	8:15	8:36	8:49	8:53	8:53	8:53	-	8:55	8:57	8:57	9:20
3M	9:15	9:36	9:49	9:53	9:53	9:53	-	9:55	9:57	9:57	10:20
4M	10:15	10:36	10:49	10:53	10:53	10:53	-	10:55	10:57	10:57	11:20
5M	11:15	11:36	11:49	11:53	11:53	11:53	-	11:55	11:57	11:57	12:20
6M	12:15	12:36	12:49	12:53	12:53	12:53	-	12:55	12:57	12:57	1:00
7M	1:15	1:36	1:49	1:53	1:53	1:53	-	1:55	1:57	1:57	2:00
8M	2:15	2:36	2:49	2:53	2:53	2:53	-	2:55	2:57	2:57	3:00
9M	3:15	3:36	3:49	3:53	3:53	3:53	-	3:55	3:57	3:57	4:00
10M	4:15	4:36	4:49	4:53	4:53	4:53	-	4:55	4:57	4:57	5:00

Southbound Friday - Sunday Service

Trip No.	Paseo del Pueblo Sur & Chamisa Rd	Paseo del Pueblo Sur & Bertha St	Paseo del Pueblo Sur & Cruz Alta	Paseo del Pueblo Sur & Frontier Rd	Paseo del Pueblo Sur & Siler Rd	Chk Plaza & Camino de la Placita	El Monte Sagrado	Paseo del Pueblo Sur & El Conson	Paseo del Pueblo Sur & Bertha St	Paseo del Pueblo Sur & El Conson	Toro St & Valley Lot
1S	7:10	7:31	7:44	7:48	7:48	7:48	-	7:50	7:52	7:52	8:15
2S	8:15	8:36	8:49	8:53	8:53	8:53	-	8:55	8:57	8:57	9:20
3S	9:15	9:36	9:49	9:53	9:53	9:53	-	9:55	9:57	9:57	10:20
4S	10:15	10:36	10:49	10:53	10:53	10:53	-	10:55	10:57	10:57	11:20
5S	11:15	11:36	11:49	11:53	11:53	11:53	-	11:55	11:57	11:57	12:20
6S	12:15	12:36	12:49	12:53	12:53	12:53	-	12:55	12:57	12:57	1:00
7S	1:15	1:36	1:49	1:53	1:53	1:53	-	1:55	1:57	1:57	2:00
8S	2:15	2:36	2:49	2:53	2:53	2:53	-	2:55	2:57	2:57	3:00
9S	3:15	3:36	3:49	3:53	3:53	3:53	-	3:55	3:57	3:57	4:00
10S	4:15	4:36	4:49	4:53	4:53	4:53	-	4:55	4:57	4:57	5:00

* If exiting at El Monte Sagrado, on Southbound trips, please notify your Transit Operator upon boarding the bus.
(-) The bus does not stop at this location during this trip.

Proposed 341 TSV Green Service Expansion Schedule

Monday - Sunday Service

Northbound Monday - Sunday Service ▲

Trip No.	Paseo del Pueblo Sur & Chamisa Rd Sagebrush Inn	Paseo del Pueblo Sur & Chamisa Rd Hampton Inn	Paseo del Pueblo Sur & Roy Rd	Paseo del Pueblo Sur & Bertha St Quality Inn	Paseo del Pueblo Sur & Camino de la Merced	Paseo del Pueblo & Cruz Alta	Paseo del Pueblo Sur & Frontier Rd Taos Valley Lodge	Paseo del Pueblo Norte & Siler Rd	Civic Plaza & Camino de la Placita Town Council Chambers	El Monte Sagrado *	Paseo del Pueblo Norte Kit Carson Park	Paseo del Pueblo Norte & Brooks St Kerhina Lodge	Paseo del Pueblo Norte & Mabel Dodge Ln Blake's Lotaburger	US-64 & Lake Rd El Pueblo Church	NM-150 & US-64 KTAOS Solar Center	NM-150 & Quail Ridge Common Fire	NM-150 & Lymon/Las Animas Rd	Arroyo Seco Community Center	NM-150 & NM-230	Taos Ski Valley Lot Warming Hut
AM Trips																				
1N	7:30	7:33	7:34	7:36	7:38	7:40	7:42	7:45	7:49	-	7:50	7:53	7:55	7:57	8:03	8:05	8:09	8:11	8:15	8:30
2N	7:45	7:48	7:49	7:51	7:53	7:55	7:57	8:00	8:04	-	8:05	8:08	8:10	8:12	8:18	8:20	8:24	8:26	8:30	8:45
3N	8:15	8:18	8:19	8:21	8:23	8:25	8:27	8:30	-	8:37	8:42	8:45	8:47	8:49	8:55	8:57	9:01	9:03	9:07	9:22
4N	10:35	10:38	10:39	10:41	10:43	10:45	10:47	10:50	10:54	-	10:55	10:58	11:00	11:02	11:08	11:10	11:14	11:16	11:20	11:35
PM Trips																				
5N	17:15	17:18	17:19	17:21	17:23	17:25	17:27	17:30	17:34	-	17:35	17:38	17:40	17:42	17:48	17:49	17:54	17:56	18:00	18:15
6N	2:55	2:58	2:59	3:01	3:03	3:05	3:07	3:10	3:14	-	3:15	3:18	3:20	3:22	3:28	3:29	3:34	3:36	3:40	3:55
7N	3:25	3:28	3:29	3:31	3:33	3:35	3:37	3:40	3:44	-	3:45	3:48	3:50	3:52	3:58	3:59	4:04	4:06	4:10	4:25
8N	3:55	3:58	3:59	4:01	4:03	4:05	4:07	4:10	4:14	-	4:15	4:18	4:20	4:22	4:28	4:29	4:34	4:36	4:40	4:55

Southbound Monday - Sunday Service ▼

Trip No.	Taos Ski Valley Lot Warming Hut	NM-150 & NM-230	Arroyo Seco Community Center	NM-150 & Lymon/Las Animas Rd	NM-150 & Quail Ridge Common Fire	NM-150 & US-64 KTAOS Solar Center	US-64 & Fresquez Rd El Pueblo Church	Paseo del Pueblo Norte & Brooks St El Pueblo Lodge	Civic Plaza & Camino de la Placita Convention Center	Paseo del Pueblo Sur & Siler Rd	Paseo del Pueblo Sur & Frontier Rd	Paseo del Pueblo Sur & Cruz Alta	Paseo del Pueblo Sur & Camino de la Merced	Paseo del Pueblo Sur & Bertha St	Paseo del Pueblo Sur & Chamisa Rd Sagebrush Inn	Paseo del Pueblo Sur & Chamisa Rd Hampton Inn	Paseo del Pueblo Sur & Roy Rd	Paseo del Pueblo Sur & Bertha St Quality Inn
AM Trips																		
1S	8:50	9:04	9:08	9:10	9:14	9:16	9:20	9:24	9:28	9:32	9:35	9:37	9:39	9:42	9:45	9:46	9:48	9:48
2S	9:05	9:19	9:23	9:25	9:29	9:31	9:35	9:39	9:43	9:47	9:50	9:52	9:54	9:57	10:00	10:01	10:03	10:03
3S	9:35	9:49	9:53	9:55	9:59	10:01	10:05	10:09	10:13	10:17	10:20	10:22	10:25	10:28	10:31	10:32	10:34	10:34
4S	11:50	12:04	12:08	12:10	12:14	12:16	12:20	12:24	12:28	12:32	12:35	12:37	12:39	12:42	12:45	12:46	12:48	12:48
PM Trips																		
5S	1:35	1:49	1:53	1:55	1:59	2:01	2:05	2:09	2:13	2:17	2:20	2:22	2:24	2:27	2:30	2:31	2:33	2:33
6S	4:10	4:24	4:28	4:30	4:34	4:36	4:40	4:44	4:48	4:52	4:55	4:57	4:59	5:02	5:05	5:06	5:08	5:08
7S	4:40	4:54	4:58	5:00	5:04	5:06	5:10	5:14	5:18	5:22	5:25	5:27	5:29	5:32	5:35	5:36	5:38	5:38
8S	5:10	5:24	5:28	5:30	5:34	5:36	5:40	5:44	5:48	5:52	5:55	5:57	5:59	6:02	6:05	6:06	6:08	6:08

* If exiting at El Monte Sagrado, on Southbound trips, please notify your Transit Operator upon boarding the bus.

(-) The bus does not stop at this location during this trip.



Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: **Discussion of Special Election**

DATE: September 27, 2022

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: According to NMSA 3-11-2 "In case of the death, disability, resignation or change of residence, from the municipality, of the mayor, the governing body shall appoint by majority vote a qualified elector to fill the vacancy for the unexpired term of office."

At the August 26, 2022 Council Special Meeting, the idea of holding a Special Election was discussed. Since that time, staff has researched the NM Statutes more thoroughly.

Below are the pertinent statutes:

- 1-1-5.11. Special election. - As used in the Election Code, "special election" means an election at which only ballot questions are considered and that is held at a time other than a statewide election.
- 1-22-2 F. "special local election" means a local election conducted at a time other than a statewide election at which only ballot questions are considered pursuant to the provisions of the Special Election Act [Chapter 1, Article 24 NMSA 1978].
- 1-22-3.1 D (3). for a special local election, the municipal clerk shall fulfill the duties of the county clerk pursuant to the Special Election Act [Chapter 1, Article 24 NMSA
- 1-24-3. A. All special elections in this state shall be conducted absentee. Mailed ballots shall be used exclusively for voting in special elections.
- The Annotations after 3-12-1 state that the 2018 amendment to the Statute removed the provision for Mayors to call for a special election to fill a vacancy.

RECOMMENDATION:

This item is for discussion at this time.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Amended Special Service Agreement with Coppler Law Firm as Special Council

DATE: September 27, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village has need of specialized attorney support. Initial agreement and subsequent amendment with the Coppler Law Firm were conducted by General Council for special legal support.

RECOMMENDATION: Staff recommends Council Approval of the Agreement to be engaged by the Mayor's Office for a not to exceed amount of \$55,000.

**VILLAGE OF TAOS SKI VALLEY
AND COPPLER LAW FIRM, P.C.
FIRST AMENDED PROFESSIONAL SERVICES AGREEMENT
AS SPECIAL COUNSEL FOR WASTEWATER MATTERS AND OTHER
MATTERS AS SPECIFICALLY ASSIGNED**

THIS FIRST AMENDED AGREEMENT (the "Agreement") is made and entered into effective September __, 2022, by and between the Village of Taos Ski Valley, a New Mexico municipal corporation (hereinafter referred to as the "Village") and Coppler Law Firm, P.C. (hereinafter referred to as the "Contractor").

WHEREAS, the Village has a need for experienced legal counsel to assist the Village in connection with wastewater matters, and specifically matters related to modifications and enhancements of the Village's wastewater treatment plant ("WWTP"); and

WHEREAS, the Village has authorized the Village Administrator, subject to approval by the Village Council, the governing body of the Village ("Governing Body"), to make arrangements for the provision of services by attorneys, other professionals and experts as necessary and appropriate to assist in matters related to the WWTP and, in particular, issues regarding inadequate or non-functional components provided by a subcontractor in connection with upgrades and modifications of the wastewater treatment plant; and

WHEREAS, based on information provided to the Village Administrator, it is anticipated that there could be litigation between the contractor for the WWTP upgrades and modifications, and the subcontractor providing the inadequate or non-functional components, into which litigation the Village could be drawn either by joinder initiated by another party, or as a necessary action to protect the Village's interests; and

WHEREAS, the need to replace or modify inadequate or non-functional components at the treatment plant is expected to require additional funds, and the Village may need assistance in identifying funding sources and arranging for grants and/or loans to provide such funds in order to render the wastewater treatment plant fully functional in accordance with the original design criteria for the upgrades and modifications presently nearing completion; and

WHEREAS, Contractor is a law firm with its principal offices in Santa Fe, New Mexico, with particular experience and expertise in addressing issues faced by municipalities and other public entities in the financing, development and operation of public utility systems, including wastewater utility systems in accordance with the statutes, regulations, rules and policies of the State of New Mexico, the New Mexico Environment Department, and agencies of the United States of America; and

WHEREAS, Contractor has extensive experience in litigation before the courts of the State of New Mexico and the United States, including the Eighth Judicial District Court for Taos County, New Mexico; the United States District Court for the District of New Mexico; and appellate courts to which decisions from those courts may be appealed; and

WHEREAS, the Village Administrator has requested that Contractor provide assistance and services in connection with the foregoing matters; and

WHEREAS, Contractor has previously provided services of the general nature described herein for the Village and for many other New Mexico communities; and

WHEREAS, the Village anticipates a continuing need for such services during the term of this Agreement, and possibly additional services relating to the provision of wastewater and other utility services by the Village or other matters relating to the conduct of Village affairs; and

WHEREAS, Contractor is a general service law firm with extensive experience in all matters relating to municipal law and governance, and provides general legal services to many municipal governments and other local governmental bodies throughout the State of New Mexico; and

WHEREAS, Contractor is willing to provide related additional services needed during the Agreement term upon the specific request of the Village; and

WHEREAS, the Village and Contractor, by administrative action, entered into a Professional Services Agreement as Special Counsel for Wastewater Matters effective August 16, 2022, under which Contractor has provided limited services to the Village pending approval of a more comprehensive amended agreement by the Village Council, the governing body of the Village, and the Village Council has approved this Agreement.

IT IS THEREFORE HEREBY AGREED by and between the parties to this Agreement, that:

1. Scope of Services: Contractor shall perform services as special counsel for the Village in matters related to the wastewater treatment plant and the funding, construction and operation of wastewater services for the Village, as requested by and under the general supervision of the Village Administrator, including but not necessarily limited to the following specific services:

- Review contracts and subcontracts related to the upgrading, expansion and enhancement of the WWTP, and provide advice regarding how to address perceived deficiencies in performance or components supplied by contractors, subcontractors or suppliers on that project.
- Taking the foregoing into account, make specific recommendations to the Village regarding appropriate actions that may be taken to protect the Village's interests and to render the WWTP fully operational and functional in accordance with the original design and specifications for the upgrading and expansion of the plant.
- Assist General Counsel and the Village in discussions and negotiations with the contractor, subcontractors and suppliers with a view to correcting and resolving the known deficiencies in certain components provided for the WWTP, and any additional

problems or deficiencies that may occur or be identified during the completion of the project.

- In the event of litigation relating to any deficiencies identified during completion and testing of the upgrade and improvement project at the WWTP, provide representation for the Village during the progress of such litigation.
- Provide policymaking assistance and advice in connection with the provision of wastewater and other utility services for property owners and residents of the Village.
- Any other appropriate tasks related to wastewater collection, treatment and disposal and wastewater utility policies and regulations or other legal matters of any nature, as directed by the Village through the Mayor, the Village Administrator or the Governing Body.

2. Attorney Availability: Contractor shall be available to appear on site anywhere within the Village of Taos Ski Valley upon three hours notice, or to participate in a teleconference from Contractor's offices in Santa Fe upon one hour notice; provided, however, that the Village understands and recognizes that the availability of any particular attorney will be subject to court hearings, other legal or administrative proceedings, and prior appointments that cannot reasonably be changed.

3. Compensation. Compensation to the Contractor for legal services during this Agreement will be paid at the rate of \$200.00 per hour for attorney time and \$75.00 per hour for the time of a trained paralegal, plus applicable New Mexico gross receipts tax. The Village agrees to pay the costs of copying, long distance telephone calls, facsimile transmissions, filing fees, deposition fees, per diem and mileage and other costs incurred on behalf of the Village. Travel time and mileage shall be billed at fifty percent of actual time and mileage incurred for travel on behalf of the Village. The total amount billed by Contractor under this Agreement shall not exceed **\$50,000**, exclusive of gross receipts tax, unless otherwise specifically approved by the Village Administrator and recognized by an amendment of this Agreement with the approval of the Governing Body.

4. Invoices. Contractor shall submit invoices monthly to the Village. All invoices shall describe the specific tasks performed and shall be organized so that tasks payable from specific Village funding sources may be paid from those sources. The Village shall review Contractor invoices and either approve payment or promptly contact Contractor to address any concerns about the amounts or tasks invoiced. The Village Administrator shall provide for payment by the Village upon the Village Administrator's approval of each invoice.

5. Term: This Agreement shall be effective on the date first written above, and shall terminate on June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to three (3) additional terms of one year each, upon the mutual agreement of the Contractor and the Village.

6. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Such notice may be delivered to the other party by email, by

telephone, or by United States mail or other reliable delivery method. This Agreement is contingent upon the provision of adequate financial resources to support the services provided for herein. This Agreement shall terminate automatically and without recourse in the event that available funding is insufficient.

7. Insurance and Indemnification: Contractor shall maintain and keep in effect professional attorney's malpractice insurance in a form and amount acceptable to the Village, subject to Section 8 of this Agreement, and on request shall provide a copy of the policy to the Village. The extent of liability for professional malpractice under this Agreement shall be limited to Contractor's professional malpractice insurance coverages then in effect at the time of an occurrence that may give rise to liability. The Village shall maintain and keep in effect liability insurance for and shall indemnify and hold Contractor safe and harmless from any claims or suits for damages arising directly or indirectly from Contractor's actions or advice taken or provided in the course and scope of the Contractor's work on behalf of the Village pursuant to this Agreement.

8. Contractor Attorney Qualifications: All attorneys employed by Contractor are fully qualified and licensed to practice law before State and Federal courts and administrative agencies in the State of New Mexico. Nothing in this Agreement shall be construed as stating or implying that any of Contractor's attorneys hold themselves out as, or are certified as, specialists in a particular field of the law including the areas of law for which Contractor is employed under this Agreement. None of Contractor's attorneys have taken or passed any accredited lawyer certification program of any state or of the American Bar Association.

9. Status of Contractor: Contractor acknowledges that Contractor is and shall at all times remain an independent contractor and not an employee of the Village. Contractor and Contractor's employees shall not be eligible to accrue leave, retirement benefits, or insurance benefits, to use Village vehicles, or to receive any other benefits provided to Village employees. Contractor shall have the full power to continue its other normal business activities and to employ and discharge its employees or associates as it may find desirable and the Village shall in no way interfere except as expressly provided herein to the contrary.

10. Workers Compensation: Contractor acknowledges that neither Contractor nor Contractor's employees shall have any claims whatsoever to workers compensation coverage under the Village's policy or under the policy of any other contractor to the Village.

11. Assignment and Subcontracting: Contractor shall not assign or transfer any interest in this Agreement, subcontract any portion of the services to be performed under this Agreement, or assign any claims for money due under this Agreement without the express prior approval of the Village.

12. Confidentiality: Any information learned, given to, or developed by Contractor in the performance of this Agreement 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; provided, however, that no party to this Agreement shall be obligated to withhold from public dissemination any information and records that are required to be made available to the

public under the New Mexico Inspection of Public Records Act, Chapter 14, Article 2, NMSA 1978, or other applicable law.

13. Conflict of Interest: Contractor warrants that Contractor has no present conflict of interest and shall not incur any conflict of interest with Contractor's performance of its services under this Agreement. In the event of any matter arising that presents a potential conflict of interest, Contractor shall immediately advise the Village and shall make such arrangements as may be required to resolve the potential conflict.

14. Release on Final Payment: Upon final payment of the amount due under this Agreement, Contractor releases the Village, its officers, agents and employees from any and all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to bind, purport to bind or attempt to bind the Village to any obligation not assumed herein unless the Contractor has prior express written authority to do so from the Village, and in such case only within the limits of that authority.

15. Non-Discrimination: Contractor agrees that Contractor shall during the term of this Agreement 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.

16. Bribes, Gratuities and Kickbacks Prohibited: Pursuant to New Mexico law, it is a crime to engage in bribery or provide gratuities or kickbacks in relation to public contracts. The parties hereto, their agents, officers and employees state affirmatively that no such activities have been engaged in, or will be engaged in, in connection with this Agreement. Any person, firm or corporation that knowingly violates any provisions of the New Mexico Procurement Code is subject to a civil penalty of not more than one thousand (\$1,000.00) for each procurement violation of any provision of the Procurement Code. The attorney general or district attorney of the first jurisdiction in which the violation occurs is empowered to bring a civil action for enforcement of any provision of the Procurement Code.

17. Amendment: This Agreement amends and supersedes that certain Professional Services Agreement as Special Counsel for Wastewater Matters entered into between the parties effective August 16, 2022. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto with the same formalities as this Agreement.

18. Scope of Agreement: This Agreement incorporates all agreements, covenants and understandings of the parties hereto concerning the subject matter hereof and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. Governing Law: This Agreement is entered into in the State of New Mexico and shall be governed by the laws of the State of New Mexico and the Ordinances of the Village of Taos Ski Valley.

20. Notices: Any notices or communications under this Agreement shall be directed as follows:

To the Village by email to the Mayor Pro Tem and Village Administrator or by United States mail to:

Village of Taos Ski Valley
Attn.: Mayor Pro Tem, Tom Wittman
P.O. Box 100
Taos Ski Valley, New Mexico 87525

To Contractor by email to jappel@coppler.com or fcoppler@coppler.com, or by United States mail or courier to:

Coppler Law Firm, P.C.
645 Don Gaspar Avenue
Santa Fe, New Mexico 87505

Either party may by written notice to the other party amend its notice address as stated above at any time during the term of this Agreement.

21. Counterparts: This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

VILLAGE OF TAOS SKI VALLEY

By: Tom Wittman
Mayor Pro Tem and Acting Mayor

COPPLER LAW FIRM, P.C.

By: Frank R. Coppler
Senior Partner