



**VILLAGE COUNCIL REGULAR MEETING AGENDA  
MEETING TO BE HELD VIA ZOOM TELECONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
FRIDAY, JANUARY 19, 2024 1:00 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 JANUARY 5, 2024 VILLAGE COUNCIL SPECIAL MEETING**
- 5. A. CITIZEN'S FORUM** –for non-agenda items only. Limit to 5 minutes per person (please email [awooldridge@vtsv.org](mailto:awooldridge@vtsv.org) to sign up)  
**B. CITIZEN'S FORUM** - Public comment on agenda items. Limit of 5 minutes per person. This is an opportunity for the public to comment on items appearing on the meeting agenda. Subsequent public comment by persons not directly affected will generally be permitted only at the discretion of the presiding officer during discussion of agenda items by and among the Council members and persons and entities who are directly affected.
- 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 REPORT**
- 9. STAFF REPORTS**
  - A. Administrator Avila
  - B. Finance Director Griesedieck
  - C. Public Safety Director Vigil
  - D. Building Official Bowden
  - E. Planning Director Nicholson
  - F. Public Works
  - G. Clerk Wooldridge
- 10. OLD BUSINESS**
- 11. NEW BUSINESS**
  - A. Consideration of Holding Additional Council meetings to Increase Public Engagement
  - B. Council Acknowledgement of the FY2024 2nd Quarter Financial data for submission to the Department of Finance, Local Government Division by January 31, 2024
  - C. Consideration to Publish and Post **Ordinance No. 2024-51**, amending Regulations Requiring Underground Electric Utility Service and amending Planning, Connection, and Penalties sections of Ordinance 2015-51
  - D. Consideration to Approve an Interim Lease with Option to Purchase the Neal King Memorial Firehouse Condominium Unit 101 of TSV Firehouse, 9 Firehouse Road, Village of Taos Ski Valley, Taos County, New Mexico (This item may follow closed session.)
- 12. POSSIBLE CLOSED SESSION**
  - A. Discussion of the Purchase or Acquisition of Real Property  
This matter may be discussed in closed session under Open Meetings Act exemption 10-15-1(H) (8)
- 13. MISCELLANEOUS**

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

**15. ADJOURNMENT**

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



**VILLAGE COUNCIL SPECIAL MEETING DRAFT MINUTES  
VIA ZOOM TELECONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
FRIDAY, JANUARY 5, 2024 10:00 A.M.**

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**1. CALL TO ORDER AND NOTICE OF MEETING**

The regular meeting of the Village of Taos Ski Valley Council was called to order by Mayor Chris Stanek at 10:00 a.m.

**2. ROLL CALL**

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

**Governing Body Present:**

Mayor Chris Stanek

Councilor Henry Caldwell

Councilor Doug Turner

Councilor Chris Stagg

Councilor Tom Wittman

**3. APPROVAL OF THE AGENDA**

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

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

**4. CONSIDERATION TO APPROVE MINUTES OF THE DECEMBER 19, 2023 REGULAR COUNCIL MEETING**

**MOTION:** To approve the minutes of the December 19, 2023 regular Council meeting

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

**5. OLD BUSINESS**

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

The revised Agreement was presented which now includes two stops in Amizette.

**MOTION:** To approve the Agreement between the Village, North Central Regional Transportation District (NCRTD), the Town of Taos, and Taos County for Shuttle Service during Ski Season

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

**6. NEW BUSINESS**

**A.** Consideration to Elect a Mayor Pro Tem

**MOTION:** Councilor Stagg nominated Councilor Wittman to serve as Mayor Pro Tem

**MOTION:** Councilor Stagg      **SECOND:** Councilor Turner      **PASSED:** 3-1

Voting Nay: Councilor Caldwell

**B.** Consideration of Confirmation of the Names of Persons who shall Fill the Appointive Offices of the Municipality and the Names of Persons who shall be Employed by the Municipality

**MOTION:** To Confirm the Names of Persons who shall Fill the Appointive Offices of the Municipality and the Names of Persons who shall be Employed by the Municipality, as

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

presented

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

**C. Consideration to Approve Resolution 2024-564 Concerning Governing Body Meetings and Notice Required**

The Open Meetings Act is adopted annually. This Resolution states that Regular Meetings of the Village Council will take place on the third Friday of the month at 1:00 pm.

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

**D. Consideration to Approve Contracting with a Lobbyist for the Village of Taos Ski Valley, and direct the Village Administrator**

**MOTION:** To Approve Contracting with a Lobbyist for the Village of Taos Ski Valley

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

**E. Consideration to Approve Village Committee Appointments**

**MOTION:** To Approve Village Committee Appointments as presented

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

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

The next meeting of the Village Council will be the regular meeting Friday January 19, 2024, at 1:00 p.m. via zoom.

**8. ADJOURNMENT**

**MOTION:** To adjourn the meeting

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

The meeting adjourned at 10:30 am.

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Attest: \_\_\_\_\_  
Mayor Chris Stanek Village Clerk, Ann Marie Wooldridge

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

Village of Taos Ski Valley  
Parks and Recreation Committee Report  
January 19, 2024  
Katherine Kett, chair (Joan Woodard, alternate)

Next meeting Jan 29 at 4 pm. Location TBD

Inviting applications for committee membership—applications are available from Village Office

In January the committee will consider a policy on memorial benches, a proposal for standardization of trails signs in the village, a proposal for end-to-end trail system in the valley, new member applications, as well as commence work on a committee charter.

Committee plans to bring proposed committee membership and officers to the council for approval in February 2024.

A committee charter is needed to define the scope and focus for PARC. It is also essential to define roles, authorities, and relationships. The charter will be brought by PARC to the Village Council for approval. There appears to be differences in view of the role of the committee, role of the council, and role of village staff, as well as the relationships between each. For example, what is the role and responsibilities of PARC with regard to:

- volunteers for projects
- long term plans for parks, recreation, trails etc.
- annual plans for projects, associated budgets and priorities of such
- oversight of the implementation of plans, projects, and associated budgets
- reporting relationship---does PARC report to the council, to village staff, or what

PARC welcomes thoughts on these questions to use in drafting the charter.



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

**WWTP**

The Village Council authorized the Mayor Pro-Tem to negotiate a settlement before continuing legal action. The settlement has Ovivo compensating Integrated Water Systems (IWS) for replacing the ceramic membranes with flexible membranes to get the operational level that the Village had contracted for in the wastewater treatment plant.

Delivery issues had delayed full installation of replacement membranes in Train1; however, membranes were finished being installed January 11 and Train One is online with flows adjusted to accommodate the installation. Train Two maintenance and preparation can be scheduled and both trains will be in service.

Prodigy services for temporary replacement of a Wastewater Operator Level4 are contracted for the season and to anticipate backup coverage or additional support after staff Operator is hired. They have begun to coordinate procedures for operations, corrective responses and process planning with the site supervisors and other assigned staff.

All required oversight reporting has been submitted by staff, but Prodigy now is the operator of record. The certified contract operator can provide the services of a Level 4 Wastewater Operator for the Village of Taos Ski Valley (MBR) Membrane Bioreactor System that was placed in operation in the last few years. It requires Operator oversight for operational procedures and reporting, including but not limited to: Semi-Annual Sludge Report, Annual DMR Quality Assurance Report, Biosolid Annual Report, Disinfectant Level Quarterly Operating Report, Monthly (DMR) Discharge Monitoring Report, Village Council Report. Prodigy is monitoring and interpreting information from the SCADA system, available for any emergency alarm and call to action.

**Water**

The repair projects continue to Water Plan/ (DEC, GGI):

- Bring the Kachina water tank on-line and connect it to the system. (Fixed current booster station leaks and pumps, design/procurement of new station complete and assigned production to USEMCO, construction and installation ETA May 2024)
- Isolate areas and extent of water losses can now be calculated with Master Meters installation and remote read capability (manufacturer training, vault- by vault was completed 11/13/23 and a startup report and tank pressures will be provided for inclusion in the O&M. Project Work Acceptance is next after O&M manuals and As Built are received. SCADA systems are in place for the meters and operation to the Village 12/11/23. A system operation review was conducted

1/9 after the issue at new year weekend and the automatic read efficacy was confirmed in the management of the emergency. Additional solar power units are needed in a couple of locations and a protocol for meter access and responsibility has been updated.

- Repair and replacement of the altitude and system valves at the Green and Glade Tanks to control critical flows. This critical equipment needed additional maintenance on New Year holiday to correct pressure in the system.
- Replace leaking waterlines where maximum water loss is determined including (Deer Lane replacement, Upper Twinning, Blue Jay Ridge, Cliffhanger, Phoenix, Zaps Road). An emergency GIS tool for mapping was required. As-Built are utilized by our Intern Rob Wooldridge who has completed an Asset Management Plans for the water system. Upper Twinning recirculation line installation is complete, to combat line freezing and eliminate water loss on a dead-end system. (Owner care, to keep property water lines flowing is still important to avoid causing a “Cold Tap” that is a conduit of freezing lines from one building on a service line through the service line to the next building)
- The Phoenix Loop Water line replacement is designed and posted for contractor bids. Bids were too high to accept, a notice of reject bids is required and a rebid with updated design if work is expected in 2024 with construction in the summer.
- Hydrant replacement/installation in areas where 4-inch water mains are utilized for fire protection to determine if these lines are adequate to provide fire protection and replace lines. Purchase of meters, locks and hydrants this winter for 2024 install.
- Replace all galvanized water lines in the system with adequately sized ductile iron water lines. (Upper Twinning is completed and old residential services can be address in summer with a replacement program provided capital outlay is granted)
- Begin a meter replacement program to ensure that all customer meters are scheduled to be replaced (evaluating remote read network technology with RFP for pilot program pending).

An additional \$1.7m in capital outlay is awarded to the Village for the priority request item, Waterline replacement (targeted for Phoenix Loop). Additional funding +\$13m is being pursued through the Water Trust Board application submitted and presentation 9/27/23 and continues with readiness review 12/11/23. AMP submitted by Rob Wooldridge. A likely level of funding available is closer to \$3m

Green Corridor Partner Roundtable discussed funding for Taos County Projects from Apportionment Contingency Fund Appropriation, of which \$750,000 grant funding has been utilized for some the above Village Water line repair. County organized; Taos Valley Watershed Coalition is a separate organization for county coalition constituents.

The Village has recently amended our water billing credit policy to encourage the installation of remote read meters. And the Village went through the process of installing the remote read meters to demonstrate to the public the steps to take and issues that might arise with the installation.

Mainly an issue in summer months, a strict **requirement to meter all nonservice water use** is in effect (Including VTSV). To get an accurate accounting and safeguard water pipes from damage, no water use will be authorized unless it is supervised and accounted for.

## **Village Complex**

Damage Repair continues. Permits were obtained for repair of the damaged units and an agreement for better access to the property through an adjacent easement as the safer/faster route is completed. Recent issues with rodent damage in a boiler room have slowed final touches. The damage from the declared snow gale to units Nine, Ten and One is assessed, after the insurance adjuster and the engineer visited the site. The Village has procured repair of units Nine, Ten and One and the insurance company had made partial payment with final payment due after work is completed. The NMML Self Insurers Fund

(SIF) review of contractor estimates for EOM November completion include repairs currently in process: framed, plumbed, electrical rough, insulated, stucco browned, color 11/22, will start drywall and patch, done by 11/30 and will be paint, electrical trim, flooring, trim, doors, stair railing, case work then plumbing finishes and then final inspections, clean and turn over ETA January.

Before the Village Complex became available the Police Department was assigned to an unheated construction trailer for 20 years.

The use of the units as office space and EMS bunking rather than as apartment housing has reduced the average cost per unit of sewage pumping and utilities budget while under development. Because as apartments, 10 units alone will require over 2,000 Ft Sq for parking, the site would not be likely to accommodate a Village Hall in Amizette. Currently making use of the property as the Building Inspector, Public Safety Housing/Bunking Police and Fire Administration Offices. The estimated cost to replace the benefits of office use is over \$200,000 a year.

The interest among employees in housing at the Village Complex continues to grow, but the operation is an enterprise fund and must produce enough revenue to cover expenses or be part of compensation. 100% occupancy of available units is possible once repairs are completed.

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

The use of public funds to install critical public safety infrastructure is allowed in the private easements as a valuable benefit to the Village program (VTSV O-2015-51). During COVID emergency, material and equipment delays, staffing shortage and price increases further affected the ability to complete projects, but the main setback is getting easements on NM150. Estimated cost to underground per property is \$30,000. From KCEC; RedTail was scheduled to start long awaited easement survey before EOY with VTSV observation. However it is again postponed until warmer weather.

While waiting for permits from NMDOT/USFS the Village has also continued to install underground facilities to residential properties that are not restricted by state and federal permissions: Zaps, Emma, Gusdorf, E-G Alley, Porcupine, Phoenix, Coyote, Chipmunk and Upper Twinning are (KCEC identified) priority projects. The underground electric service was completed on Upper Twinning, but connections may require queuing for transformers, early request for service is advised. The joint trench project on Pheonix has allowed NM Gas connections in the area. **Attached Notice**

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

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

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

**Proceed** with underground work and connect to the underground service.

The requested review by Planning and Zoning Commission of an improved ordinance was conducted in January for better code enforcement in 2024. The Ordinance is on the agenda for publication.

### **TIDD**

**The Tax Increment Development District** is the mechanism that certain economic development investments by the designated developer (TSVI) Taos Ski Valley Inc. are to be funded by tax revenues



from the (VTSV) Village, County and the State. The tax is charged in most areas of the Village for project funding and correction for the misdirected payments is now addressed and paid on a yearly basis. TIDD is a separate political subdivision of the State, and the Board has fiduciary responsibility for oversight of those taxpayer dollars that pay the Tax Increment Bonds.

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

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

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

## Items

### Regional reports:

- **The NCRTD proposal for winter service was further developed as directed, an amended schedule was drafted and accepted by Council January 5, 2024. Three Drivers are hired and trained for service in February.**

**The initial negotiation developed an agreement for a long-term contract where the entities:** North Central Regional Transportation Division, Town of Taos, Taos County and the Village pay for the service, with NCRTD responsible for at least half the cost and the other entities sharing the rest of the burden equally. And there is a multi-year automatic CPI adjustment agreement that was passed by NCRTD and Taos County so far. Draft Amended NCRTD and TSVI schedules.

There is record of the public asking for stops in Amizette in the **NCRTD 2019 Survey of Service**, but I could not find that in Village LTB records. NCRTD did mention that they had asked Village staff about bus locations as the project started. Other than planning a bus stop on Thunderbird I could not find a request for Amizette stops to Village staff, although there was mention from the then NCRTD Planner that they would be addressed. Below is a comment in a NCRTD survey that asks for Amizette stops:

*"Community Specific Concerns/Suggestions Transit Service ☐ We need service to all the hotels. A stop at Anisette is needed. Add two quick stops to the routes in Taos for lodging. You could have one at the beginning of Anisette and one a little more towards the end of it. That way you cover all the little lodges. ☐ Extend the bus route out to hiker parking, it's*

promoted extensively. ☐ We need a partnership with the village, Ski Corporation, and RTD that would bring people from the base up there as well. It's about two and a half miles. ☐ We need more frequency of service not once every four hours, but maybe every twenty minutes or something like that. NCRTD 2-32 Transit Service Plan Update Tech Memo No 2: Community Outreach ☐ We deal with a lot of visitors who are trying to make it up from Santa Fe to here through the bus connections and it is a little tricky, because the services are not that frequent. Trying to get to Taos from Santa Fe to the Ski Valley, and then back, you have to stay until 3:00 p.m. or 4:00 p.m. and make it down to Santa Fe. You could make it to the town of Taos on weekends and one day a week for the people who aren't working. ☐ Have a Blue Bus meet the Rail Runner by the DOT stop, so that could work for other students who are reluctant because they think they'll be abandoned. Friday evenings would be good. ☐ I've heard from a number of people that come here for ski week from all over the country, and they can get down into town for visiting, eating and such but they cannot get back up to the ski valley. We need transportation service so visitors can go down into town for dinner or something, then get a reliable ride back to their hotel during the ski season. ☐ The TSV Green Route (fare free) provides service on the weekends only during the season. The town of Taos is working on becoming a summer tourist destination with their concerts and so on, and I think there would be very good ridership throughout that central core of the town of Taos during the summer. That would also provide access to the resort and valley here in summer and provide a way for the residents that don't have vehicles to get up to these higher areas. ☐ A lecture series up here at the ski valley happens right after skiing on Friday at 4:00 p.m. in the season, so not a big issue. But, there's a lot of the retired who love to come to these lectures, and they have asked me about driving to the lectures over the course of the summer, and for those I think it starts at around 6:00 p.m., so I have received requests from the elderly community for transportation to attend the speaker series. ☐ A lot from the shops in town, and they all seem to share interest in creating more traffic between the ski valley and town, especially with the art galleries and shops."

- **Taos Regional Landfill Board (LFB) 1/18/24 10am:** Action to reduce Green House gases needs to be a focus of local government entities and is requested of LFB. December meeting was canceled and January 18, 2024 is the next scheduled meeting.
- **The Taos Regional Water Operators** have organized as a regional entity "Greater Valle de Taos Water and Wastewater Alliance" to organize in participation through an MOU and provide technical support (funding, regulation, technology), share resources (equipment, contractors, staff), protect water resources in Taos County. The Village can benefit and participate in equipment and operator sharing with the region. Meeting again 1/24/24 1-3pm , UNM-Taos, in Taos Pueblo Hall-West, # 129.
- **(RHWP)** The Village Fire Department was assigned to attend the "Rio Hondo Watershed Plan" next meeting 1/18/24 to discuss Traditional and Agricultural Uses **Attached**

# Special Meeting of the Greater Valle de Taos Water and Wastewater Alliance

**Wednesday January 24, 2024**

**1:00 - 3:00 PM**

UNM-Taos, in Taos Pueblo Hall-West, in room 129. 1157 County Road 110, Ranchos De Taos

Zoom Meeting: <https://us02web.zoom.us/j/kntLLqJc1> Meeting ID: 830 2566 0089

In case you need to enter meeting by phone, call any of these numbers:

719 359 4580, or call 253 205 0468, or call 309 205 3325

## AGENDA

- 1) Calling meeting to order
- 2) Proof of the quorum (roll call note the systems that have quorum)
- 3) Proof of notice of meeting (each system)
- 4) Approval of the Agenda
- 5) Approval of the last meeting minutes
- 6) Reports and Updates from systems: happenings or issues that may require collaboration?
- 7) Old Business – Updates on MOU, who has signed, who needs more time.
- 8) New Business:
  - (1) Creating collaboration goals and objectives for the year – at least one goal
  - (2) Prioritize Collaborative Activities: Operators, Equipment, Information, Insurance, Audits, Compliance, other?
  - (3) Helpful Regional Planning: different types of plans and what funding options
  - (4) Discussion about Subregions. Does it make sense to work in subregions specifically for planning.
  - (5) For Funding purpose identify applicant, fiscal agent(s)
- 9) Next Meeting – The fourth Wednesday of the month through October from 1-3 PM – same location.
- 10) Adjournment



**Thursday, January 18, 2024  
Taos Regional Landfill Board**

**9:00 a.m.**

**ZOOM Virtual Regular Meeting**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/81969373727?pwd=RkZZVWVkWVlWTkF6K1hZOHBoWStDUT09>**

**Meeting ID: 819 6937 3727**

**Passcode: 560984**

**1. Call to Order - Councilmember Marietta Fambro, Chair**

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**2. Establish Quorum**

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**3. Approval of the Agenda**

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**4. Approval of Minutes**

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A. Approval of the October 19, 2023 Taos Regional Landfill Board Meeting Minutes.

B. Approval of the November 13, 2023 Taos Regional Landfill Board Meeting Minutes.

**5. Budget Matters**

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A. Approval of Financials (Revenues & Expenditures) and Tonnage Report for October 2023, November 2023, December 2023 and the Quarterly Report ending December 31, 2023 by Lupe Martinez, Finance Director.

**6. New Business**

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A. Approval of Resolution 24-03 Open Meetings Act

B. Discussion, consideration and possible approval of Task Order A with Miller Engineers to provide engineering and design services for the Taos Regional Landfill Cell 5A Design and Construction Project in the amount of \$164,330.00 exclusive of New Mexico gross receipts tax.

C. Discussion, consideration and possible approval of Resolution 24-04, a Budget Adjustment Request in the amount of \$71,624 from the unreserved fund balance for additional staff support provided by SMA through June 2024 and additional funds to purchase the Scale Software and related components

D. Discussion, consideration and possible approval of additional staff support February 2024 through June 2024 in an amount not to exceed \$10,210.00 per month plus NMGR. (\$10,924.70 per month; \$54,623.50 for 5 months)

E. Nominations and election for the Taos Regional Landfill Chair.

F. Nominations and election for the Taos Regional Landfill Vice Chair.

**7. Staff Report**

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A. Town of Taos

B. Entity Updates

**8. Public Comments (limited to 3 minutes)**

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**9. Adjournment**

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

## Finance Report for Jan 19, 2024 Meeting:

### Revenues Dec 2023:

GRT: This month last year: \$125,574

This month this Year: \$176,713

Last Year YTD: \$490,688

This Year YTD: \$705,174

### Lodgers Tax:

This month last year: \$22,079

This Month this year: \$18,825

YTD Last year: \$150,625

YTD This year YTD: \$137,352

### REVENUES:

- We received **\$45,999** in hold harmless GRT revenue in December which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is up 44% from last year.
- Fiscal YTD Combined Water and sewer revenues collected are up 25% from last year.
- Fiscal YTD Lodger's tax collections are down 9% from last year.
- Fiscal YTD Building permits are down 62% from last year.
- The Village received **\$197,192** in property tax collections in Dec 2023.  
FYTD Property Tax Collections are up 1.5% from last year.
- The TIDD received **\$474,981** in GRT in Dec 2023.

- EXPENSES:

- July – Dec 23 Expenses vs same period LY are increased mostly due to due to:
  - Expenses in Professional Contractors incurred for Water Line Replacement on Cliffhanger Loop & Upper Twining & Hiker Parking Loop, payments for repairs at TML, payments made to Huitt Zollars/Twining Rd Design for combined Current and Prior Year invoices received in July, payments to W/S Contractor while looking for a PW director, increased payments in EMS for contractors, Medical Director, and Pharmacy Consultants.
  - Increased maintenance & repairs on equipment & vehicle than LFYTD
  - Increased payroll costs in GL -increased # of employees FYTD vs last year & increased OT due to emergency waterline repairs.
  - Emergency repairs & parts for various tanks & valves.
  - Purchase of Pointman Software & balance paid on Caselle software.

### ***December/ January Events***

Grant reimbursements for CWSRF Subaward for Water System repairs have been submitted for expenses paid through Sept 30, 2023. We have received one of the requests and expect to receive the other 2 in the 1/15/24-1/31/24 date range. Grant reimbursement requests for CWSRF Subaward for Water System repairs for payment since Sept 2023 will be submitted this month, and that request will use the remaining funds in that grant.

Grant reimbursements for NMED Water Booster Station Design have been received for expenses through Oct 2023. Grant reimbursement requests for NMED Water Booster Station Design for payments since Sept 2023 will be submitted this month.

Grant reimbursement requests for the FY24 DOT COOP grant have been received.

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

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

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

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

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

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

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

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

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

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

Per the GRT revenues portions that the Village receives:

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

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

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

FY through		12/31/2023	11/30/2022		
Account	Title	Balance	Balance	Change	% Change
41100	Franchise Tax	\$ 24,431.03	\$ 31,881.90	\$ (7,450.87)	-23.37%
41250	Gross Receipts Tax - Municipal	\$ 388,008.01	\$ 273,517.18	\$ 114,490.83	41.86%
41258	GRT - Municipal Tax HH	\$ 173,271.70	\$ 88,708.88	\$ 84,562.82	95.33%
41259	CMP - Compensating Tax	\$ 11,247.15	\$ 2,744.48	\$ 8,502.67	309.81%
41260	ITG - Interstate Telecom Gross	\$ 47.42	\$ 75.86	\$ (28.44)	-37.49%
41500	Property Tax - Current	\$ 214,187.00	\$ 210,955.76	\$ 3,231.24	1.53%
42401	GRT Shared - Municipal Equival	\$ 210,863.60	\$ 189,850.25	\$ 21,013.35	11.07%
43300	Building Permit	\$ 14,708.99	\$ 38,381.66	\$ (23,672.67)	-61.68%
43400	Business Licenses/Registration	\$ 4,735.00	\$ 7,475.00	\$ (33,646.66)	-450.12%
43500	Liquor Licenses	\$ -		\$ -	
43800	Zoning Permits	\$ 15,407.16	\$ 19,198.13	\$ (3,790.97)	-19.75%
43900	Other Licenses and Permits	\$ 22.50	\$ 117.50	\$ (95.00)	-80.85%
44270	Impact Fees	\$ 23,876.07	\$ 234,976.88	\$ (211,100.81)	-89.84%
44990	Other Charges for Services	\$ 51,491.04	\$ 51,863.44	\$ (372.40)	-0.72%
45050	Parking Fines	\$ 3,475.00	\$ 1,427.00	\$ 2,048.00	143.52%
46030	Interest Income	\$ 170,303.30	\$ 62,174.27	\$ 108,129.03	173.91%
46040	Investment Income	\$ 5,851.86	\$ 3,035.54	\$ 2,816.32	
46900	Miscellaneous - Other	\$ 102,032.01	\$ 58,806.38	\$ 43,225.63	73.51%
47120	State Law Enforcement Approp	\$ 75,000.00	\$ -	\$ 75,000.00	#DIV/0!
47140	Small Cities Assistance (TRD)	\$ -	\$ -	\$ -	
47100	State - Fire Marshall Allotmen	\$ 249,810.00	\$ 119,296.00	\$ 130,514.00	109.40%
47110	State - Law Enforcement Protec	\$ 101,000.00	\$ 48,000.00	\$ 53,000.00	110.42%
41300	Lodgers' Tax	\$ 137,351.77	\$ 150,625.39	\$ (13,273.62)	-8.81%
42300	Gas Tax for General Purposes	\$ 2,658.55	\$ 2,644.47	\$ 14.08	0.53%
42601	Motor Vehicle Fees	\$ 10,973.49	\$ 11,218.40	\$ (244.91)	-2.18%
47499	Other State Grants	\$ 412,959.40	\$ 4,950.07	\$ 408,009.33	8242.50%
47399	Other State Distributions (res	\$ -		\$ -	
47700	Federal - LG Abatement	\$ -	\$ 6,304.50	\$ (6,304.50)	
42700	Cannabis Excise Tax	\$ -	\$ -	\$ -	#DIV/0!
46010	Contributions/Donations	\$ 58,884.00	\$ 3,000.00	\$ 55,884.00	
44220	Water Use Fees	\$ 102,328.30	\$ 82,012.11	\$ 20,316.19	24.77%
44230	Utility Service Fees	\$ 409,313.12	\$ 328,048.33	\$ 81,264.79	24.77%
Total Income		\$ 2,974,237.47	\$ 2,031,289.38	\$ 942,948.09	46.42%



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

Account	Title	Balance	Balance	Change	% Change
51010	Salaries - Elected Officials	\$ 12,047.88	\$ 13,593.12	\$ (1,545.24)	-11.37%
51020	Salaries - Full-Time Positions	\$ 652,632.54	\$ 581,046.06	\$ 71,586.48	12.32%
51040	Salaries - Part-Time Positions	\$ -		\$ -	
51060	Salaries - Overtime	\$ 17,619.25	\$ 11,067.15	\$ 6,552.10	59.20%
52010	FICA - Regular	\$ 41,529.66	\$ 36,965.23	\$ 4,564.43	12.35%
52011	FICA - Medicare	\$ 9,712.62	\$ 8,645.10	\$ 1,067.52	12.35%
52020	Retirement	\$ 64,873.59	\$ 58,221.71	\$ 6,651.88	11.43%
52030	Health and Medical Premiums	\$ 106,904.49	\$ 109,010.12	\$ (2,105.63)	-1.93%
52040	Life Insurance Premiums	\$ 514.92	\$ 500.69	\$ 14.23	2.84%
52050	Dental Insurance Premiums	\$ 7,054.73	\$ 7,242.04	\$ (187.31)	-2.59%
52060	Vision Insurance Medical Premi	\$ 1,217.22	\$ 1,243.38	\$ (26.16)	-2.10%
52080	Other Insurance Premiums	\$ 442.22	\$ 631.54	\$ (189.32)	-29.98%
52100	Workers' Compensation Premium	\$ 94.60	\$ 184.90	\$ (90.30)	-48.84%
52120	Workers' Compensation (Self In	\$ 6,629.00	\$ 6,918.00	\$ (289.00)	-4.18%
52999	Other Employee Benefits	\$ 500.00	\$ 700.00	\$ (200.00)	-28.57%
53010	Travel - Elected Officials	\$ 447.45	\$ -	\$ 447.45	
53030	Travel - Employees	\$ 7,193.57	\$ 1,470.75	\$ 5,722.82	389.11%
54010	Maintenance & Repairs - Buildi	\$ 1,541.62	\$ 206.91	\$ 1,334.71	645.07%
54040	Maintenance & Repairs - Vehicl	\$ 11,350.33	\$ 3,275.10	\$ 8,075.23	246.56%
54050	Maintenance & Repair - Furnitu	\$ 46,735.26	\$ 21,092.53	\$ 25,642.73	121.57%
55010	Contract - Audit	\$ -	\$ -	\$ -	
55020	Contract - Attorney Fees	\$ 19,922.00	\$ 48,309.38	\$ (28,387.38)	-58.76%
55030	Contract - Professional Servic	\$ 1,212,701.51	\$ 447,991.64	\$ 764,709.87	170.70%
55999	Contract - Other Services	\$ 196.29	\$ 3,642.98	\$ (3,446.69)	-94.61%
56010	Software	\$ 22,174.69	\$ 10,171.32	\$ 12,003.37	118.01%
56020	Supplies - General Office	\$ 30,144.12	\$ 35,176.26	\$ (5,032.14)	-14.31%
56030	Supplies - Field Supplies	\$ 16,478.59	\$ -	\$ 16,478.59	
56040	Supplies - Furniture/Fixtures/	\$ 37,967.53	\$ 56,784.50	\$ (18,816.97)	-33.14%
56050	Supplies - Janitorial/Maintena	\$ 1,162.16	\$ 6,333.52	\$ (5,171.36)	-81.65%
56090	Supplies - Safety	\$ 3,404.64	\$ 1,492.19	\$ 1,912.45	128.16%
56120	Supplies - Vehicle Fuel	\$ 18,058.87	\$ 20,255.84	\$ (2,196.97)	-10.85%
56999	Supplies - Other	\$ 24,902.12	\$ 6,187.08	\$ 18,715.04	302.49%
57040	Election Costs	\$ -	\$ -	\$ -	
57050	Employee Training	\$ 8,549.96	\$ 13,262.08	\$ (4,712.12)	-35.53%
57060	Grants to Sub-recipients	\$ 401,000.02	\$ 528,231.08	\$ (127,231.06)	-24.09%
57070	Insurance - General Liability/	\$ 140,752.23	\$ 109,259.92	\$ 31,492.31	
57080	Postage	\$ 1,673.11	\$ 1,115.11	\$ 558.00	50.04%
57090	Printing/Publishing/Advertisin	\$ 2,384.19	\$ 5,699.35	\$ (3,315.16)	-58.17%
57130	Rent of Equipment/Machinery	\$ 86,200.00	\$ 104,981.25	\$ (18,781.25)	-17.89%
57140	Rent of Land/Building	\$ 1,259.40	\$ -	\$ 1,259.40	
57150	Subscriptions & Dues	\$ 5,166.43	\$ 4,595.55	\$ 570.88	12.42%
57160	Telecommunications	\$ 13,122.99	\$ 14,884.53	\$ (1,761.54)	-11.83%
57170	Utilities - Electricity	\$ 25,597.61	\$ 29,125.29	\$ (3,527.68)	-12.11%
57171	Utilities - Natural Gas	\$ 5,244.93	\$ 9,235.90	\$ (3,990.97)	-43.21%
57172	Utilities - Propane/Butane	\$ 6,681.06	\$ 752.47	\$ 5,928.59	
57999	Other Operating Costs	\$ 26,689.50	\$ 20,569.67	\$ 6,119.83	29.75%
58010	Buildings & Structures	\$ -	\$ -	\$ -	

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

58020	Equipment & Machinery	\$ 10,417.60	\$ 53,591.62	\$ (43,174.02)	-80.56%
58040	Infrastructure	\$ 24,589.65	\$ -	\$ 24,589.65	
58080	Vehicles	\$ 106,081.00	\$ 36,000.10	\$ 70,080.90	194.67%
58090	Roadways/Bridges	\$ 76,210.18	\$ -	\$ 76,210.18	
58999	Other Capital Purchases	\$ 49,953.80	\$ -	\$ 49,953.80	
59010	Debt Service - Principal Payme	\$ 171,791.87	\$ 197,286.16	\$ (25,494.29)	-12.92%
59020	Debt Service - Interest Paymen	\$ 108,230.52	\$ 110,217.75	\$ (1,987.23)	-1.80%
Total Expense		\$ 3,647,749.52	\$ 2,737,166.87	\$ 910,582.65	33.27%

\$ -

61100	Transfers In	\$ (1,362,142.61)	\$ (709,925.23)	\$ (652,217.38)	91.87%
61200	Transfers Out	\$ 1,362,142.61	\$ 709,925.23	\$ 652,217.38	91.87%
		\$ -	\$ -		

net income		\$ (673,512.05)	\$ (705,877.49)	\$ 32,365.44	-4.59%
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**VILLAGE OF TAOS SKI VALLEY**  
**GROSS RECEIPTS & LODGER'S TAX COLLECTION SUMMARY**

Gross Receipts Tax  
 CURRENT RATE = 9.3125%

**GROSS RECEIPTS**

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2013	\$36,835.14	\$20,863.12	\$45,705.38	\$27,699.69	\$66,674.98	\$48,677.59	\$50,727.81	\$178,549.60	\$163,125.28	\$166,032.40	\$203,817.88	\$21,818.85
YTD	\$36,835.14	\$57,698.26	\$103,403.64	\$131,103.33	\$197,778.31	\$246,455.90	\$297,183.71	\$475,733.31	\$638,858.59	\$804,890.99	\$1,008,708.87	\$1,030,527.72
FY 2014	\$32,785.51	\$20,399.76	\$33,382.63	\$32,521.83	\$42,153.17	\$47,625.85	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,868.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,568.97	\$658,464.77	\$858,587.84	\$1,067,531.84	\$1,299,098.68	\$1,369,944.64
FY 2016	\$37,891.82	\$20,239.04	\$97,742.38	\$25,839.07	\$197,397.64	\$95,985.99	\$224,614.99	\$103,161.00	\$166,682.00	\$180,838.00	\$201,624.53	\$38,366.93
YTD	\$37,891.82	\$58,130.86	\$155,873.24	\$181,712.31	\$379,109.95	\$475,095.94	\$699,710.93	\$802,871.93	\$969,553.93	\$1,150,391.93	\$1,352,016.46	\$1,390,383.39
FY 2017	\$119,909.94	\$55,423.48	\$87,873.13	\$142,357.47	\$41,995.22	\$148,618.10	\$142,636.32	\$187,613.18	\$204,129.97	\$165,451.68	\$208,890.93	\$76,774.96
YTD	\$119,909.94	\$175,333.42	\$263,206.55	\$405,564.02	\$447,559.24	\$596,177.34	\$738,813.66	\$926,426.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,864.17	\$48,702.07	\$58,630.68	\$75,354.62	\$89,599.77	\$118,550.59	\$207,717.57	\$250,972.85	\$212,959.98	\$187,022.24	\$243,419.70	\$35,925.42
YTD	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,558,719.66
FY2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,082.46
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	\$68,454.10	\$80,723.22	\$126,212.90	\$125,573.69	\$142,615.65	\$296,312.84	\$293,244.12	\$267,784.55	\$346,834.02	\$55,904.39
YTD	\$54,648.70	\$89,724.10	\$158,178.20	\$238,901.42	\$365,114.32	\$490,688.01	\$633,303.66	\$929,616.50	\$1,222,860.62	\$1,490,645.17	\$1,837,479.19	\$1,893,383.58
FY2024	\$77,579.64	\$40,289.61	\$98,554.84	\$140,391.56	\$171,645.23	\$176,712.83						
YTD	\$77,579.64	\$117,869.25	\$216,424.09	\$356,815.65	\$528,460.88	\$705,173.71	\$705,173.71	\$705,173.71	\$705,173.71	\$705,173.71	\$705,173.71	\$705,173.71

Current month GRT collections reflects money generated 2 months prior.

\*Funds in this sheet are recorded as cash received



Lodger's Tax

LODGERS' TAX

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

CURRENT RATE = 5%

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2013	\$3,611.20	\$6,647.21	\$6,362.49	\$6,914.30	\$3,587.06	\$4,412.71	\$41,548.72	\$58,051.35	\$69,819.08	\$65,779.34	\$2,387.53	\$1,223.37
YTD	\$3,611.20	\$10,258.41	\$16,620.90	\$23,535.20	\$27,122.26	\$31,534.97	\$73,083.69	\$131,135.04	\$200,954.12	\$266,733.46	\$269,120.99	\$270,344.36
FY 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,688.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88	\$8,960.06	\$6,207.19	\$6,521.15	\$71,990.70	\$56,655.53	\$68,454.45	\$74,080.27	\$1,667.88	\$3,332.25
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,338.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY 2019	\$8,692.23	\$17,791.85	\$15,936.00	\$15,977.48	\$11,905.77	\$18,255.86	\$89,403.18	\$100,794.38	\$105,205.05	\$122,892.45	\$12,426.36	\$5,097.57
YTD	\$8,692.23	\$26,484.08	\$42,420.08	\$58,397.56	\$70,303.33	\$88,559.19	\$177,962.37	\$278,756.75	\$383,961.80	\$506,854.25	\$519,280.61	\$524,378.18
FY 2020	\$9,107.40	\$23,176.76	\$18,926.00	\$18,538.79	\$15,121.36	\$16,682.78	\$100,415.47	\$111,589.79	\$111,413.82	\$68,226.73	\$472.24	-\$453.54
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09	\$201,968.56	\$313,558.35	\$424,972.17	\$493,198.90	\$493,671.14	\$493,217.60
FY 2021	\$8,171.37	\$15,170.58	\$12,836.91	\$17,194.52	\$14,423.38	\$6,231.96	\$55,290.11	\$42,558.56	\$84,760.20	\$96,555.93	\$10,267.66	\$7,219.30
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76	\$74,028.72	\$129,318.83	\$171,877.39	\$256,637.59	\$353,193.52	\$363,461.18	\$370,680.48
FY 2022	\$18,245.95	\$38,815.26	\$26,765.37	\$22,996.72	\$22,728.29	\$23,037.99	\$110,392.10	\$131,470.22	\$148,781.28	\$158,043.82	\$17,101.43	\$6,264.48
YTD	\$18,245.95	\$57,061.21	\$83,826.58	\$106,823.30	\$129,551.59	\$152,589.58	\$262,981.68	\$394,451.90	\$543,233.18	\$701,277.00	\$718,378.43	\$724,642.91
FY 2023	\$17,714.27	\$29,642.49	\$26,135.01	\$29,754.45	\$25,300.02	\$22,079.15	\$117,615.32	\$133,713.55	\$136,996.72	\$135,113.91	\$24,434.95	\$7,546.81
YTD	\$17,714.27	\$47,356.76	\$73,491.77	\$103,246.22	\$128,546.24	\$150,625.39	\$268,240.71	\$401,954.26	\$538,950.98	\$674,064.89	\$698,499.84	\$706,046.65
FY 2024	\$15,690.29	\$29,101.64	\$25,637.57	\$27,515.65	\$20,581.13	\$18,825.49						
YTD	\$15,690.29	\$44,791.93	\$70,429.50	\$97,945.15	\$118,526.28	\$137,351.77	\$137,351.77	\$137,351.77	\$137,351.77	\$137,351.77	\$137,351.77	\$137,351.77

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

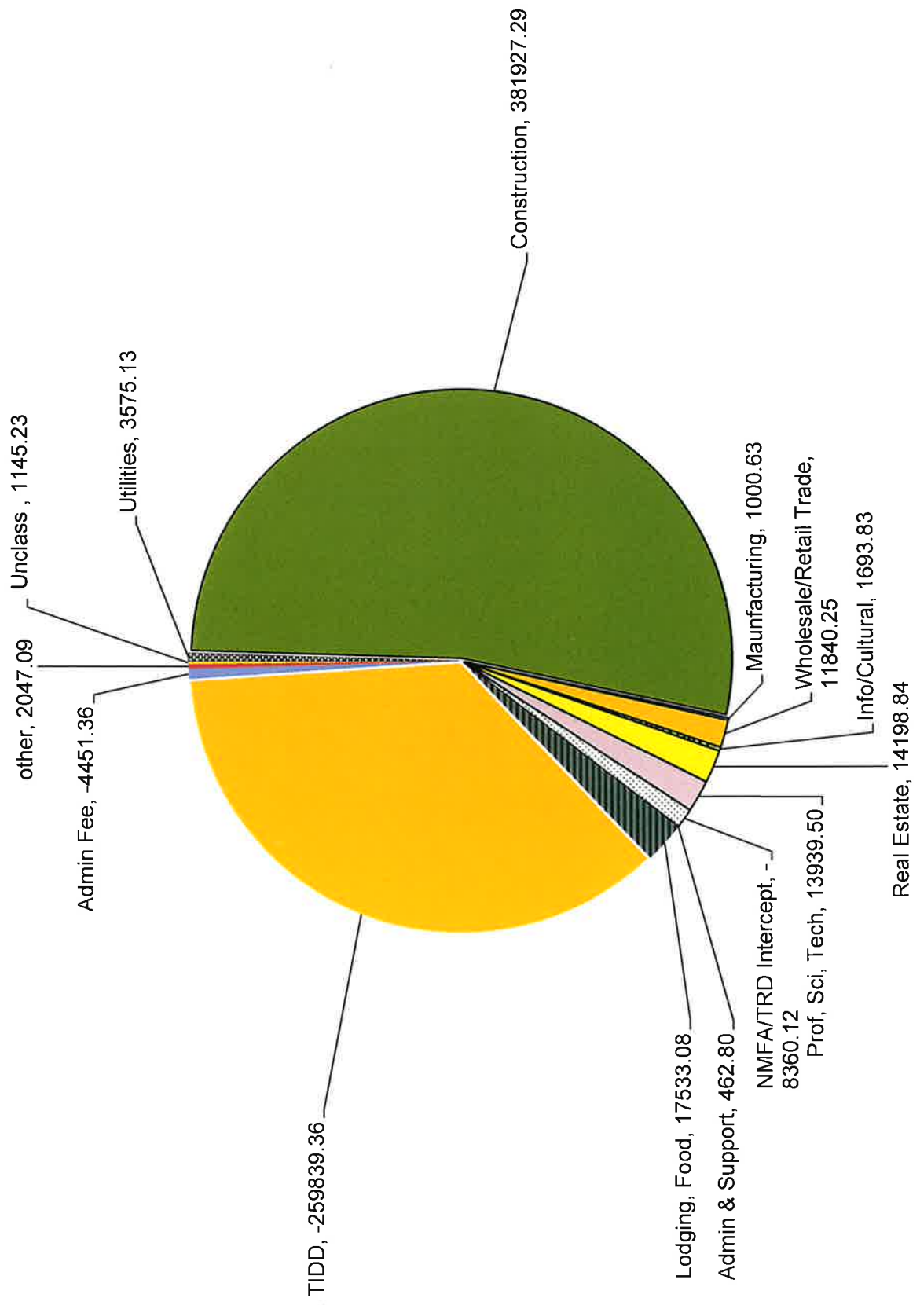
FY2023 & FYTD2024 TIDD GRT Distribution

Date	VTSV Increment	State Increment	Admin Fees	Pay Backs	Total TIDD	Hold Harmless	
						NWIFA & US	GRT
7/18/2022	(17,240.41)	(27,906.36)	319.99	-	(44,826.78)	8,360.12	6,426.90
8/22/2022	36,658.10	57,852.94	(689.95)	(44,826.78)	48,994.31	8,360.12	14,070.55
9/21/2022	37,758.59	57,866.32	(710.67)	-	94,914.24	8,360.12	17,588.79
10/19/2022	15,202.78	24,597.60	(276.99)	-	39,523.39	8,360.12	10,637.18
11/17/2022	133,817.63	204,886.92	(2,518.62)	-	336,185.93	8,360.12	25,992.53
12/15/2022	3,251.75	4,949.84	(61.40)	-	8,140.19	8,360.12	13,992.93
1/19/2023	81,208.10	128,084.88	(1,503.67)	-	207,789.31	8,360.12	24,077.47
2/15/2023	158,116.52	242,092.64	(2,975.91)	-	397,233.25	8,361.12	47,915.09
3/15/2023	199,147.17	154,194.82	(3,725.47)	-	349,616.52	8,361.12	51,717.41
4/19/2023	175,757.64	134,549.40	(3,307.99)	-	306,999.05	8,361.12	46,635.51
5/19/2023	188,033.34	143,949.70	(3,539.02)	-	328,444.02	8,361.12	56,212.46
6/22/2023	47,894.35	36,665.06	(901.43)	-	83,657.98	8,361.12	11,450.54
<b>TOTAL FY23</b>	<b>1,059,605.56</b>	<b>1,161,783.76</b>	<b>(19,891.13)</b>	<b>(44,826.78)</b>	<b>2,156,671.41</b>	<b>100,326.44</b>	<b>326,717.36</b>
<b>TOTAL FY24</b>	<b>921,874.99</b>	<b>712,214.21</b>	<b>(16,980.61)</b>	<b>-</b>	<b>1,617,108.59</b>	<b>100,326.44</b>	<b>173,271.70</b>
<b>TOTAL FY2016-FY2024</b>	<b>6,911,952.72</b>	<b>6,226,204.34</b>	<b>(112,246.74)</b>	<b>(180,961.17)</b>	<b>12,845,681.79</b>	<b>676,350.62</b>	<b>1,691,187.84</b>

Village Baseline

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

**Village of Taos Ski Valley**  
**Gross Receipts Distribution collected for October 2023**  
**recieved in December 2023**



# Monthly Public Safety Report

Dec-23

Law Enforcement	R. Salazar	J Aquino	J. Hutter	V. Vigil	Totals	Last Year
911 Hang up	0			2	0	2
Abandoned Vehicle	0			1	0	1
Alcohol Offense - Adult	4			1	0	5
Animal Calls	3			1	1	5
Arrests	0			0	0	0
Assists to other Agencies	5			0	2	7
B&E /Burglary	0			0	0	0
Battery or Assault	0			0	0	0
Business Alarm	2			1	1	4
Citizen Assists/Contacts	20			25	30	75
Civil Stand-by/Civil Complai	0			1	0	1
Disorderly /Disturbance	1			0	0	1
Domestic Calls	1			1	0	2
Embezzlement	0			0	0	0
Foot Patrol Hours	15			4	10	29
Found/Lost Property	0			1	0	1
Fraud Complaint	0			0	0	0
Harassment	0			0	0	0
Health Orders	0			0	0	0
Larceny	0			0	0	0
Law Unknown/Information	0			1	0	1
Missing Adult/Person	0			0	0	0
MVC's	1			1	0	2
Narcotics Adult	0			0	0	0
Natural Diasters	0			0	0	0
Parking Citations	4			13	2	19
Private Property Crash	0			0	0	0
Reckless Driver	0			0	2	2
Residential Alarm	1			2	1	4
Shots Fired	1			0	1	1
Suicide Subject	0			0	0	0
Suspicious Persons/Vehicles	0			0	2	2
Theft	0			1	0	1
Traffic Enforcement Hours	10			34	2	46
Traffic Hazard	5			0	3	8
Traffic Stops	4			21	5	30
Tresspass Warnings	0			0	0	0
Vehicle Theft	0			0	1	1
Verbal Warnings	4			0	5	9
Welfare Check	3			1	0	4
Written Citations	0			8	2	10
Written warnings	0			14	0	14
<b>Fire/EMS</b>	4			7	8	19

## **Monthly Accomplishments for December 2023**

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

- We were able to hire a certified Police Officer, Mr. Joseph Aquino. Mr. Aquino started the first week in December. Mr. Aquino does need to attend the Department of Public Safety's two-week recert by waiver class to validate his Law Enforcement Certification. This requires a series of tests, a psychologist test, a medical clearance test and a background investigation. This needs to be done within 30 days of his hiring. We were able to schedule and have him attend and pass these appointments and requirements. A packet of these requirements was obtained and was delivered to the Department of Public Safety prior to the 30-day deadline.
- Lt. Salazar continued to resume the vacant Officer's shifts, and I also assisted in handling calls, covering shifts and on call coverage. We are in the process of Field Training and equipping Officer Aquino. As soon as this process is complete, he will be released to fill the vacant shift.
- Operation plans for Christmas and New Year's were completed and executed for Police, Fire and EMS. Although were very busy with calls at hours of the day we were able to fill the coverage when it was needed. I came out and assisted several calls in the early morning on Christmas weekend, Christmas Day, and New Years Eve. Although we were busy, we did not have any major incidents or issues and the operation plans flowed smoothly.
- A 2023 Chevrolet truck was purchased with Law Enforcement Protection Funds. This vehicle will be outfitted with lights. Sirens and radios will be installed in house to reduce the cost.
- I attended the Public Safety/Firewise meeting and updated them on the progress of the Fire/Police/ EMS developments, calls. I also attended Lepc, Dwi Council, and Taos Crime Stoppers Meetings.

### **Items In progress for January**

- An operation plan for MLK weekend for Police, Fire and Ems coverage with be implemented.
- There will be a dedication of the new Firehouse in the memory of the Late Mayor Neal King. Members of the Fire/EMS and staff will be in attendance.
- I will be meeting with the Fire Chief/ EMS Chief on getting an inventory list that is needed to outfit the new Firehouse. Also, our Fire Administrator, Mitch Daniels resigned. Chief Rogers and I will work on getting this position filled.
- I'll be working on an inventory list to outfit the new Officer and the new Police unit. This inventory of supplies will be ordered as soon as possible.
- I plan on attending Public Safety/Firewise, E911 board, Lepc, Dwi Council, Taos Crime Stoppers and Village Council Meeting this month.



From EMS Department Chief Matt Rogers/EMS Fire Chief

Got DEA license for controlled substances  
Brought on 7 additional EMT for 7 day daytime coverage  
Submitted EMS fund act  
EMS state bureau run totals submitted  
Passed state fire marshal funds audit.

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

Council report through December 12, 2023

Inspections performed residential: 0

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family / commercial:

Enforcement actions : 0

Permits issued since last council report:

0\_ new residential building.

0\_ residential repair/remodel

0\_ residential demo pending

0\_ new commercial buildings permitted.

0\_ commercial or multifamily repair/remodel permitted.

0\_ demolition commercial permitted.

1\_ Projects currently in application or submission review.

0\_ Commercial project currently pending submission.

2\_ Residential projects currently pending submission.

Narrative of other activities:

1. Village Complex Repairs have halted much with weather. There is more to be done and a comprehensive list was compiled with photos. The good news is that there is little that can't be accomplished quickly by an experienced trim carpenter. Which opens the door for paint completions and carpet.
2. Bull o' Woods Corridor has expanded to include other homeowners. Those homeowner letters are also in process.
3. Developed a completions list consisting of photos and text for the repairs at the Village Complex.
4. We are all fortunate to have some snow and I doubt that I am alone saying I have spent some time behind a snow shovel recently!

**Planning & Community Development Department**  
**Monthly Report to the Village Council**  
**January 2024**

Projects Updates and Key Initiatives:

**Twining Road Reconstruction Project** – The federal RAISE grant application window (or NOFO ) is now open. The deadline is February 28, 2024. After last year’s nearly successful submission, an application for \$12.2M in construction funds is being prepared. No Village match is required. Letters of Support from our federal delegation and key regional entities, including TSVI, are anticipated. Central components of the project include a new and expanded one mile water main, new and rebuilt storm drainage system, safety enhancements, and new roadway surface to include sidewalks, intersection lighting, and grade reductions.

A Community Open House, the 4<sup>th</sup> overall, occurred in October to share the 90%-complete design plans and gather public comment. About 25 attendees offered their perspective and input. Design modifications as a result of community input were just received and are under review. Requests to obtain temporary construction easements are being prepared and will be delivered to the 23 affected property owners in late Spring. Thereafter, individual meetings will be scheduled to discuss specific property impacts and obtain the necessary temporary construction easement agreement.

**Underground Electrical Utility Connection Ordinance Amendment-** An amendment to Ordinance 2024-15, to clarify the roles and responsibilities of the Village and local property owners and better establish the sequence of tasks to complete this critical public safety project, was approved by the Public Safety Committee on December 4<sup>th</sup> and sent to the Village Council for consideration. At their regular December Council meeting, Council delayed action and remanded the item the Planning Commission for additional review. On January 8, the Planning Commission, after suggesting a minor revision, also recommended the ordinance amendment to Council for adoption.

A recommendation to publish and post the amended Ordinance is on the January 19<sup>th</sup> Council agenda.

**Avalanche Hazard Assessment & Mapping Report Update and Revised Ordinance** - Updated report and companion ordinance presented to the Village Council with public hearings held in June and August 2023. Recommendations and revised avalanche hazard zoning maps are part of the new Avalanche Ordinance. This critical public safety initiative is delayed pending the political desire and consensus of the Village Council to proceed. A workshop session in February is proposed to initiate action by the Council.

The report provided a detailed review and update to the village’s avalanche hazard maps and suggested necessary improvements to the currently outdated and deficient avalanche hazard zoning

ordinance. The former avalanche hazard maps, which were never incorporated into the Planning Ordinance, are based on a 2001 Study by Arthur I. Mears, P.E. Since 2001, notable advances in avalanche science and new snow and avalanche data have led to improvements in the Village's understanding and the need for better land use regulations to protect the public's health, safety, and welfare.

**Development Impact Fee Assessments** - Outstanding fees (\$140k) still remain for the TSVI Administration building and Firehouse. Per Village Ordinance, no Certificate of Occupancy can be issued without full payment. The remaining approximately \$1.3M in Hotel St. Bernard impact fees have also not been paid and a temporary escrow agreement has expired. No Building Permit can be issued, per Ordinance, without development impact fees paid in full.

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

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

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

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

- 4 Certificates of Compatibility
- 1 Utility License Agreement

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

**Planning Commission Meetings** - Brief January meeting to discuss the proposed amendment to Ordinance 2015-51. Next regular meeting scheduled for February 5, 2024.

- PUBLIC WORKS UPDATE  
January 19, 2024

- Water:

- Conducted monthly sampling.
- Missions Master Meter's are up and running. Adjustments were also created to receive more alarms.
- Water Outage On 12/28/23 was due to the altitude valve plugged with silt on a mini-Y strainer, causing it to stay stuck and closed. Meanwhile the booster pump house kicked on filling the Kachina Water tank due to cold weather conditions and how busy TSVI was that day the Phoenix Springs was not producing enough Water but with some valve adjustment at the Phoenix Springs the Village was able to produce more water. With the Missions System active The Public Works Dept was able to isolate the water problem faster and water was fully restored 12/29/23.

- Wastewater:

- DMR was submitted on 01/15/2024

Date	BOD Data		pH	TSS		TKN		NH <sub>3</sub> (Ammonia)		NO <sub>3</sub> - (Nitrate)		NO <sub>2</sub> - (Nitrite)		Total P		Flow, MGD			E.Coli	Fecal	Date	Total N: mg/L		Total N: lb/d		Influent Flow
	mg/L	lb/d		mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	Daily	Weekly Average	Weekly Total	CFU	CFU	TKN + NO <sub>3</sub> + NO <sub>2</sub>	TKN + NO <sub>3</sub> + NO <sub>2</sub>		MG				
7	2.00	0.56	6.95	0.36	0.11	0.70	0.20	0.60	0.23	2.40	0.68	0.03	0.01	0.05	0.01	0.034	0.041	0.285	1.00	1.00	7	3.13	0.88			
21	2.00	1.05	6.87	0.93	0.48	0.70	0.37	4.00	2.09	2.40	1.26	0.50	0.26	0.05	0.03	0.063	0.045	0.315	1.00	1.00	21	3.60	1.88			
Total		1.61			0.59		0.56		2.32		1.93		0.27		0.04	1.295	0.241	1.295			Total	Total Nitrogen				0
7 Day Avg (MAX)	2.00	1.05	7.15	0.93	0.48	0.70	0.37	4.00	2.09	2.40	1.26	0.50	0.26	0.05	0.03	0.063	0.045	0.324	1.00	1.00	7 Day Avg	4.65	1.88			0
Min	2.00	0.56	6.72	0.36	0.11	0.70	0.20	0.60	0.23	2.40	0.68	0.03	0.01	0.05	0.01	0.004	0.034	0.135	1.00	1.00	Min	mg/L		lb/d		0
30 Day Avg (AVG)	2.00	0.81		0.48	0.30	0.70	0.28	2.40	1.16	2.40	0.97	0.27	0.14	0.05	0.02	0.046	0.048	0.259	1.00	1.00	30 Day Avg	3.37	1.88			#DNV/D
Removal %	99.44%			99.91%																						
Frequency	2	30	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	BOD Data		pH	TSS		TKN		NH <sub>3</sub>		NO <sub>3</sub>		NO <sub>2</sub>		Total P		Flow, MGD			E.Coli	Fecal						
45/30/30	402.00	99.50%		410.63	99.94%		7 day	3.00	3.34					0.73	1.20									12.3	20.5	
30/30/30	325.30	99.39%		410.63	99.68%		30 day	3.00	3.34					0.50	0.600									8.20	13.65	
FLOW NOTES:																										
FLOW: TKN + NO <sub>3</sub> + NO <sub>2</sub>																										
FLOW: 30 DAY AV (DMR)																										
FLOW: 7 DAY AV (DMR)																										
Total Effluent for Water Consumption Report																										

- Update on sewer Plant on 12/29/24 the membranes came in and MMBR showed up 1/8/24 to install and startup on plant 1/11/23 the Village had our Wastewater Contractor onsite overseeing the install.

- Prodigy Wastewater/Water Contractor report:  
Dec. 2023

MLSS wasting continues in right trend (down). Optimize of centrifuge, contacted manufacture Alpha-Laval to confirm polymer. They are also available for tech support. We are working on a formal SOP and PM schedule for the dewatering facility. Logging in daily and adjusting, DO, flow influent from EQ, and effluent permeate, and alarm resets.

**Water:** Prodigy is continuing to help monitor the new SCADA system, some calibration and optimizing ongoing Jan 2024 Membranes finished install on Jan. 11

And train 1 online. Adjusting flows as needed to Accommodate 2nd train.

Brought in cl2 to CIP train 2. CIP done on wed Jan 10

Plant is going good so far as meeting permit and with train 1 online capacity now able to handle weekend flows.

#### MLSS NOW IN DESIRED RANGE

- Roads:

- Public Works Crew is keeping Village roads open and graveled on snow days.

- Equipment

- None snow days the public work crew do maintenance on equipment to keep them up and running for snow days

- Solid Waste

- Flood Light Ring Camera's will be installed at the Solid Waste Compactor within the next week

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

**AGENDA ITEM TITLE: Council Acknowledgement of the FY2024 2<sup>nd</sup> Quarter Financial data for submission to the Department of Finance, Local Government Division by January 31, 2024**

DATE: January 19, 2024

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: As per the Department of Finance (DFA), Local Government Division, it is required to have the quarterly financial information submitted no later than 30 days after the close of each quarter. Attached is the summary report to be submitted to DFA (exhibit A) by January 31, 2024, along with the Profit and Loss from July 1-December 31, 2023 (see finance packet). The Village ended the 2<sup>nd</sup> quarter of FY2024 with a net operating loss of (\$673,512). Staff is submitting this report to the Council for their review and acknowledgement of the financial status of the Village as of December 31, 2023.

RECOMMENDATION: A motion from the Council is requested to acknowledge the FY2024 2nd quarter report.

	A	B	C	D	E	F	G	H
1	SUMMARY Fund Balance FY2024							
2								
3	FUND NAME	FUND #	Ending Fund BAL FY2023	FY2024 REVENUE + TRANSFERS IN	FY2024 YTD @ 2nd Quarter ACTUAL REVENUE & TRANSFER IN	FY2024 EXPENSE + TRANSFERS OUT	FY2024 YTD @ 2nd Quarter ACTUAL EXPENSE & TRANSFER OUT	ENDING FUND BALANCE
4								Fund Bal 2nd Q FY 2024
5								
6	Water-01	501	15,707.16	417,521.00	166,052.11	410,244.00	176,347.19	5,412.08
7	Sewer-02 (New Fund FY2019)-1	503	125,770.87	880,201.00	411,240.06	834,314.00	423,914.65	113,096.28
8	Solid Waste Enterprise Fund	502	316,939.74	70,000.00	34,790.54	320,220.00	36,016.40	315,713.88
9	O&M Reserves	534	427,349.67	50,000.00	0.00	100,000.00	0.00	427,349.67
10	Water Depreciation Reserve	535	75,630.12	2,330,531.00	782,122.56	2,337,479.00	689,363.50	168,389.18
11	Sewer Depreciation Reserve	536	288,370.92	1,061,797.00	101,287.00	1,156,288.00	108,687.30	280,970.62
12	Reserve for CWSRF	537	213,053.62	8,025.00	5,884.45	60.00	10.00	218,928.07
13	USDA Debt Service and Reserve	403	862,735.41	558,850.00	252,147.20	312,000.00	143,268.00	971,614.61
14	General/Administration	110	2,486,254.43	3,571,900.00	1,274,464.60	5,003,028.00	1,566,550.55	2,194,168.48
15	UG Electric-General Res	113	473,170.17	55,000.00	23,521.44	305,000.00	126,025.24	370,666.37
16	General Reserve	112	1,416,483.28	255,000.00	825.60	475,100.00	425,000.00	992,308.88
17	Law Enforcement Operating	111	0.00	542,953.00	252,026.79	595,953.00	252,026.79	0.00
18	Law Enforcement Protection	211	5,131.54	101,000.00	101,000.00	106,132.00	63,819.29	42,312.25
19	Law Enforcement Recruitment	212	0.00	75,000.00	75,000.00	75,000.00	2,584.01	72,415.99
20	Roads/Streets	216	153,380.46	1,452,000.00	233,223.26	1,552,506.00	337,497.08	49,106.64
21	Fire Protection	209	495,558.32	299,000.00	258,202.80	786,150.00	63,749.61	690,011.51
22	Fire Protection Reserve	210	184,758.46	0.00	0.00	50,000.00	0.00	184,758.46
23	Volunteer Fire Donation	290	10,370.11	600.00	200.00	10,550.00	489.63	10,080.48
24	EMS	206	174,268.15	744,000.00	125,944.45	740,807.00	99,773.09	200,439.51
25	Volunteer EMS Donation	291	37,079.92	3,100.00	5,763.00	30,500.00	3,244.45	39,598.47
26	Parks and Recreation	217	12,215.95	205,400.00	31,678.80	210,000.00	27,257.85	16,636.90
27	Lodgers' Tax	214	364,551.43	700,000.00	137,351.77	882,500.00	431,000.02	70,903.18
28	Cannabis Regulation Act	280	0.00	500.00	0.00	15.00	0.00	0.00
29	TOTAL:		8,138,779.73	13,382,378.00	4,272,726.43	16,293,846.00	4,976,624.65	7,434,881.51
30	Village Apartments	528	75,219.32	73,000.00	31,000.00	50,700.00	6,560.02	99,659.30
31	Grants/(separate funds)							
32	FRF Grant/American Rescue	260	12,609.00	0.00	0.00	12,609.00	0.00	12,609.00
33	NFL Grant/NEW FY2022	218	0.00	348,000.00	3,000.00	348,000.00	2,528.66	471.34
34								
35	IMPACT FEES							
36	Parks & Rec	292	186,859.77	100,015.00	4,293.34	190,400.00	24,178.80	166,974.31
37	Water	293	233,940.92	160,050.00	4,620.87	220,000.00	0.00	238,561.79
38	Wastewater	294	432,476.28	300,100.00	8,538.70	410,000.00	0.00	441,014.98
39	Gen Impact	295	16,974.02	1,100.00	59.06	18,000.00	0.00	17,033.08
40	Safety Impact	296	421,752.41	170,050.00	5,627.24	408,000.00	0.00	427,379.65
41	Roads Impact	297	357,907.53	180,100.00	6,514.44	337,000.00	0.00	364,421.97
42	Total Impact Fees		1,649,910.93	911,415.00	29,653.65	1,583,400.00	24,178.80	1,655,385.78
43								
44	TOTAL ALL	TOTAL	9,876,518.98	14,714,793.00	4,336,380.08	18,288,555.00	5,009,892.13	9,203,006.93

EXHIBIT A P1



Exhibit A-82

[illegible]

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

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**AGENDA ITEM TITLE:** Consideration to amend Ordinance No. 2024-51, an ordinance adopting regulations requiring underground electric utility service and amending planning, connection, and penalties sections of the ordinance.

**DATE:** January 19, 2024

**PRESENTED BY:** Patrick Nicholson, Planning & Community Development Director

**STATUS OF AGENDA ITEM:** Old business

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

**BACKGROUND INFORMATION:** Responding to the Village Administrator and others that the current electrical undergrounding ordinance is difficult to implement and enforce, contributing to years of delays, the Public Safety Committee drafted and recommended for adoption an amendment. While leaving much of the 2015 ordinance unchanged, the amendment clarifies the roles and responsibilities of the Village and local property owners and better establishes the sequence of tasks to complete this critical public safety project.

On December 4, 2023, the Public Safety Committee voted to recommend that the Village Council adopt the amended ordinance. After presentation to the Village Council at their regular meeting on December 19<sup>th</sup>, Council demurred and remanded the issue to the Planning Commission. Although not generally under the purview of the Planning Commission, the Commission revisited the work of the Public Safety Committee and suggested one minor revision. On January 8, the Planning Commission also recommended the ordinance amendment to Council for adoption.

**RECOMMENDATION:** The Village Staff recommends consideration to publish and post Ordinance No. 2024-51, as amended.

## THE VILLAGE OF TAOS SKI VALLEY

ORDINANCE NO. ~~202415~~-51

AS AMENDED

### AN ORDINANCE ADOPTING REGULATIONS REQUIRING UNDERGROUND ELECTRICAL UTILITY SERVICE

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY (HEREINAFTER "THE VILLAGE"):

#### SECTION 1: GENERAL PROVISIONS

##### SECTION 1-1. TITLE

This ordinance shall be known as the Underground Electric Utility Connection Ordinance.

##### SECTION 1-2. JURISDICTION

The provisions of this Ordinance are applicable to all lands, properties and structures within the Village of Taos Ski Valley.

##### SECTION 1-3. PURPOSE

The proximity of overhead electrical service lines to the forest environment within and about the community of the Village of Taos Ski Valley presents an impending threat to the health and welfare of the Village's citizens and visitors. Accordingly, the purpose of this Ordinance is to reduce the potential for wildfire that can occur when overhead service lines come into contact with trees or structures by mandating the elimination of overhead electrical service and requiring the conversion to underground service for all properties and structures within the municipal boundaries of the Village. In addition to reducing the threat of wildfire, conversion to underground electrical service will improve the quality and consistency of electrical service for the community through the greater service capacity provided by underground electric service. Finally, the eventual removal of overhead lines and support structures will improve the aesthetic and scenic quality of the Village.

##### SECTION 1-4. PLANNING

Pursuant to the terms of a Franchise Agreement, the Village will coordinate with the local electric service provider, presently Kit Carson Electric Cooperative, to install a network of underground electrical service lines within the Village's public rights of way. The service provider will install electrical transformers throughout the Village and will place an empty meter box near~~at~~ the boundary of each property. Once a property owner is notified by the Village that a meter box ~~fored~~ is installed and operational~~for~~ at a property, it shall be the duty and obligation of the owner to connect the property, including all structures served by electricity, to the underground service meter and to remove all existing private overhead lines and support structures on private property within the period of time set forth in Section 2-3 of this Ordinance. The property owner shall furthermore contact the service provider to request activation and conversion of the new underground service line and decommission of the overhead lines and notify the Village of the conversion request date. The

service provider will install and activate a new meter. The Village will coordinate with the service provider to eventually disconnect and remove overhead service from all public rights of way and from all public areas throughout the municipal boundaries.

## SECTION 2. UNDERGROUND CONNECTION.

### SECTION 2-1. MANDATORY CONNECTION.

A. Existing Overhead Service. Each and every owner of property served by overhead electrical service lines shall initiate ~~convert~~conversion to underground electrical service within forty-five (45) days that such service becomes available. For purposes of this Ordinance, the Village notification of placement of an operational electrical meter box by the local service provider available for service nearat a particular property shall initiate the requirement to underground ~~determine that electrical service is available to serve afor the~~ property.

B. New Service. Owners of property not presently served by electricity shall be required to install and use only underground electrical service lines for any new electrical service to a property, so long as metered electrical service is available.

C. New Construction. New construction shall be required to install only underground electrical service lines for any new electrical service to a property, so long as metered electrical service is available.

### SECTION 2-2. COST.

The Village, in coordination with the local electrical service provider, will bear the cost of installing transformers and meters for service ~~near to~~ each property. Each property owner shall bear the cost of and be responsible for the installation of underground electrical service from the meter to each structure served by electricity on the property.

### SECTION 2-3. TIME LIMIT FOR COMPLETION OF CONNECTION.

Each and every owner of property served by overhead electrical lines shall undertake and complete the conversion to underground electrical service within forty-five (45) days that underground service becomes available as defined by Section 2-1 above. No conversion(s) shall take place between November 15 - May 15 and are excluded from the forty-five (45) day obligatory conversion period. The conversion period will be extended an additional forty-five days in May, if the installation is initiated in late autumn, but not completed prior to November 15. A property owner may petition for an extension of time to complete the conversion from overhead service to underground service upon presentation to the Village ~~Ceode~~ Enforcement Officer of extenuating circumstances, ~~such as adverse weather,~~ reasonably affecting the timely conversion to underground service. A property owner aggrieved by the denial or inadequacy of an extension by the Village code enforcement officer may appeal to the Village Planning and Zoning ~~Commission~~ Committee. If an owner remains aggrieved, the owner may then appeal to the Village Council.

## SECTION 3. PROHIBITED ACTS

### SECTION 3-1. OVERHEAD ELECTRICAL SERVICE LINES PROHIBITED.

A. Removal Of Existing Overhead Lines. All overhead electrical lines and support structures shall be permanently removed from a property within forty-five (45) days that underground electrical service becomes available to the property as set forth in Section 2-1.A above.

B. New Construction And New Service. Overhead electrical service lines and support structures for new construction and new electrical service are prohibited.

#### SECTION 4. PENALTIES AND REMEDIES

##### SECTION 4.1 PENALTIES, CONTINUING VIOLATIONS, AND REMEDIES

The Village Code Enforcement Officer shall notify property owner(s) of potential violations of this Ordinance. Any person violating any of the provisions of this ordinance or failing to comply with any order made hereunder, or failing to comply with an order as affirmed by the governing body or by a court of competent jurisdiction within the time defined herein, shall be penalized as follows:

A. First by a written warning.

B. Subsequently by a fine not to exceed \$100.00 if the violation continues or is not remedied within ten days after issuance of the written warning. The imposition of a penalty for any violation shall not excuse the violation or permit the violation to continue.

##### SECTION 4.2 ADDITIONAL ENFORCEMENT REMEDIES

In addition to the penalties stated in Section 4.1 above, the Village retains the right to enforce and compel compliance with this Ordinance by:

A. Disconnection of overhead electrical service upon reasonable notice to the owner;

B. Charging an owner with all costs, including but not limited to actual costs, administrative costs, and legal fees, incurred by the Village to undertake, in the interest of public safety, the conversion of a property to underground service and the removal of overhead lines and structures;

C. Filing a lien against the property in the amount of the costs incurred by the Village pursuant to Section 4.2.B above;

D. All other remedies available under the law.

#### SECTION 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect five days after its adoption, approval and publication as provided by law.

PASSED, APPROVED AND ADOPTED this 8th day of July 2024

The Village of Taos Ski Valley, New Mexico

By: \_\_\_\_\_

Mayor Neal King

ATTEST:

Ann Wooldridge ~~Vanessa N. Chisholm~~, Village Clerk ~~Treasurer~~

Vote: For \_\_\_\_\_ Against \_\_\_\_\_

THE VILLAGE OF TAOS SKI VALLEY

ORDINANCE NO. 2024-51

AS AMENDED

AN ORDINANCE ADOPTING REGULATIONS REQUIRING UNDERGROUND  
ELECTRICAL UTILITY SERVICE

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI  
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C. Filing a lien against the property in the amount of the costs incurred by the Village pursuant to Section 4.2.B above;

D. All other remedies available under the law.

#### SECTION 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect five days after its adoption, approval and publication as provided by law.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2024

The Village of Taos Ski Valley, New Mexico

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
Ann Wooldridge , Village Clerk

Vote: For \_\_\_\_\_ Against \_\_\_\_\_

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

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AGENDA ITEM TITLE: Consideration to Approve the Lease Agreement between the Village and Taos Ski Valley Inc. for the use of the Neal King Fire Station, Condominium 101.

DATE: January 19, 2024

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

The Neal King Memorial Firehouse building has been completed, and the Village has physically moved some of its equipment into the building. However, the Village does not presently have the funds required to engage in the process to purchase the condominium unit of 3130 square feet.

Pending the availability of purchase funds, TSVI proposes a lease with an option to purchase at the rate of \$1,000 per month, with the lease to run for up to two years, with a third-year option. If the Village exercises the option to purchase at any time during the three years, the lease payments up to that time will be applied to the purchase price, so the Village will pay no more than what it would have paid to make the initial purchase in a cash transaction.

The Village has entered into an agreement with TSVI to seek funding sources for a new fire station and an appraisal was conducted to use in pursuing funding to purchase the new fire station. Funding for this project is a top priority in the Village's requests to the 2024 legislative session \$2,500,000.

**STAFF RECOMMENDATION:** Staff therefore recommends that the Village Council Approval of the proposed Interim Lease Agreement.

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

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

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

**Recitals**

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

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

C. The Fire Department also provides for emergency medical services ("EMS") and other related services to provide for local treatment, evacuation and transportation of persons injured in and near the Village of Taos Ski Valley, as well as for search and rescue ("SAR") services associated therewith.

D. Due to the past efforts of the Village and its Fire Department, the Village's ISO rating for insurance purposes for the residents and businesses in Taos Ski Valley has improved. The Fire Department has successfully advanced its firefighting capabilities and increased its level of service to the community in obtaining an ISO Class #6 Public Protection Classification rating. The State of New Mexico has recognized the accomplishments of the Village and the Fire Department. The leasing and/or purchase of the new firehouse facilities in Unit 101 will further serve to improve the current ISO rating for the benefit of the Taos Ski Valley community.

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

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

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

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

H. Pursuant to the New Village Firehouse Project Participation Agreement, Development Impact Fees were paid to the Village for the entire building and the firehouse facilities (Unit 101) therein.

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

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

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

#### **Agreement**

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

**1. Basic Lease Provisions.**

Commencement Date	January 1, 2024
Landlord	Firehouse Development (TSV), LLC (Taos Ski Valley, Inc., its Sole Member/Owner) 116 Sutton Place, Taos Ski Valley, New Mexico 87525 P.O. Box 90, Taos Ski Valley, New Mexico 87525 Attention: Peter Talty, Vice President Email: <a href="mailto:Peter.Talty@bllc.com">Peter.Talty@bllc.com</a> Telephone (575) 776-2291
Tenant	Village of Taos Ski Valley 7 Firehouse Road, Taos Ski Valley, New Mexico 87525 P.O. Box 100, Taos Ski Valley, New Mexico 87525 Attention: Email: Telephone: (575) 776-1145

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

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

3. **Acceptance of the Premises.** Tenant has inspected the Premises and accepts the Premises in their “as is” condition. By occupying the Premises, Tenant shall be deemed to have accepted the same as suitable for Tenant’s purpose (fire station) and to have acknowledged that Tenant will comply with Tenant’s obligations under this Lease. Except as expressly provided in this Lease, Landlord shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises or any improvements, furnishings, fixtures, trade fixtures or equipment constructed, installed or used on or in the Premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Use.** Consistent with the use of Unit 101 as a fire station, Tenant shall use the Premises for Fire Department and Village operations, including office uses, parking fire trucks and storing firefighting equipment, in compliance with this Lease and all applicable laws, ordinances, rules and regulations. Tenant will not occupy or use the Premises, or permit any portion of the Premises to be



occupied or used, for any purpose other than the Permitted Use, or for any use which is unlawful or deemed to be disreputable in any manner or extra hazardous, nor permit anything to be done which will in any way increase the rate of insurance on the Property or contents.

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

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

## **9. Environmental Matters.**

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

9.2. As used herein: (i) "Environmental Laws" shall be interpreted in the broadest sense and means any and all federal, state, local statutes, ordinances, regulations, rules or guidelines now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances or relate to the protection of human health, safety or the environment and include but are not limited to: the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act/Pesticide Act, 7 U.S.C. § 13 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300(f) *et seq.*; the Oil Pollution Control Act of 1990, 33 U.S.C. § 2761 *et seq.*; Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resources Conservation Act, 42 U.S.C. § 6901 *et seq.*; and laws of New Mexico that define substances as hazardous waste or as hazardous substances and regulate their use or disposal, and regulations promulgated pursuant to such laws, all as amended from time to time; and (ii) "Hazardous Substances" shall be interpreted in the broadest sense and means substances, materials, wastes, pollutants, oils or governmentally regulated substances or contaminants as defined

or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored handled, treated, discharged, distributed, disposed, or released, including hazardous materials, hazardous wastes, toxic substances, or regulated substances under any Environmental Laws.

9.3. Tenant agrees that Tenant shall be solely responsible for any fines, suits, claims, demands, losses, actions, attorneys' fees, damages, costs, expenses, disbursements, judgments, executions, liabilities, payments in settlement of any action, payments on any judgment, and interest, for any injury to person or damage to or loss of property on or about the Premises, caused by the negligence, misconduct or omission of, or breach of this Lease by Tenant, any Tenant Party, or by any other person entering the Premises or Property under express or implied invitation of Tenant, or arising out of the use of the Premises or Property by Tenant. No Landlord Party shall be liable or responsible for any loss or damage to any property or death or injury to any person occasioned by theft, fire, conduct of third parties, injunction, Force Majeure event, or any other matter beyond the control of Landlord, or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the Property, or failure to make repairs, or from any cause whatsoever except Landlord's gross negligence or willful misconduct. As used herein, a "Landlord Party" means Landlord, its affiliates, and their respective owners, members, managers, directors officers, shareholders, employees, contractors, agents, invitees, visitors, licensees, guests, customers, the Association and its members, and their respective heirs, successors and assigns.

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

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

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

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

or constructive, and such compliance shall not entitle Tenant to terminate this Lease or to an abatement or reduction of Rent.

10.3. Tenant agrees not to use single-use plastics in its operations (to the extent feasible and not inconsistent with the use of Unit 101 as a fire station) and to work with Landlord to align with its waste management practices. In addition, Tenant will use its best efforts to adopt B-Corp type best management practices with respect to environmental and social responsibility to align with the resort operating philosophy of Taos Ski Valley.

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

12. **Signs.** Tenant shall not place additional signs on or about the Property or Premises without the prior written consent of Landlord and the condominium association governing the Property, which consent shall not be unreasonably withheld. If necessary or convenient for operations on the Property and upon Tenant's request, Landlord, Tenant and the condominium association will cooperate on the design and installation of signage on the Property to direct traffic and ensure access to the Premises for Fire Department and emergency vehicles. Tenant shall obtain all permits necessary for any approved signage and be responsible for all costs associated with the installation and maintenance of approved signs.

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

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

15. **Inspection.** Landlord and its officers, agents and representatives shall have the right to enter and upon any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to (i) inspect same or clean or make repairs or alterations as Landlord may deem necessary (but without any obligation to do so, except as expressly provided for herein) or (ii) show the Premises to prospective tenants, purchasers or lenders, but in the case of prospective tenants, such showings shall not occur until the last ninety (90) days of the Lease Term or any extensions thereof. Tenant

shall not be entitled to any abatement or reduction of Rent by reason of such inspections, repairs or alternations, nor shall such be deemed to be an actual or constructive eviction.

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

16.1. At Tenant's expense, Tenant shall provide routine maintenance of all radio antennae and related systems and equipment serving the Premises, including the "Radio Tower" shown on Exhibit A. In the alternative, Landlord and Tenant may agree that Landlord shall cause such maintenance to be accomplished, and the costs thereof shall constitute additional Rent to be paid by Tenant hereunder. If Tenant fails to make any repairs or maintenance required of Tenant within fifteen (15) days after notice from Landlord, Landlord may at its option make such repairs, and Tenant shall, upon demand, pay Landlord as additional Rent for the cost thereof.

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

17. **Insurance.**

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

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

17.3. Landlord and Tenant shall each provide the other with certificates of insurance or other acceptable evidence that such insurance is in force at all times. Tenant shall notify Landlord within twenty-four (24) hours after the occurrence of any accidents or incidents on the Premises that

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

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

19. **Condemnation.** No dedication, grant of easement, or other conveyance or encumbrance affecting any portion of the Property shall constitute a taking or condemnation, or otherwise entitle Tenant to any modification or reduction of Rent, the Option, or other obligation or amount owed to Landlord or any Landlord Party. The dedication or grant of any road or easement serving or encumbering the Property shall not constitute or be construed as a condemnation as between Landlord and Tenant. Tenant waives all rights to pursue condemnation of the Property. If all or any portion of the Premises is appropriated or taken, or threatened to be appropriated or taken, under the power of eminent domain by any public or quasi-public authority, then Landlord shall have the option of either (a) terminating this Lease and/or the Option upon thirty (30) days prior written notice to Tenant, or (b) proposing an amendment to the Lease and/or the Option to accommodate such taking. Whether or not this Lease is terminated, Landlord shall be entitled to the entire award or compensation in such proceedings. If this Lease is terminated as provided above, all items of Rent and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord agrees to refund to Tenant any Rent or other charges paid in advance. A voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

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

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

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

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

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

22. **Remedies.** Upon any Event of Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder, including without limitation Tenant's Option, upon written notice. In the event that Landlord shall elect to so terminate this Lease and/or the Option, then Landlord may recover from Tenant, as damages, an amount equal to the sum of (a) the amount of rent due and unpaid as of the date of termination; (b) the cost of repairing any damage to the Premises and Property and removing and storing any of Tenant's property remaining on the Premises and Property as of the date of termination; and (c) a liquidated amount for remaining damages incurred by Landlord of \$5,000.00. Landlord and Tenant agree that Landlord's actual damages under item (c) of the preceding sentence would be difficult or impossible to determine and that this amount has been agreed upon by Landlord and Tenant as their best estimate of Landlord's damages and not as a penalty. The parties have freely negotiated the foregoing liquidated damages provision in good faith and agree and acknowledge that such damages are a reasonable estimate of the damages that would be realized by Landlord.

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

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

from the non-prevailing party all costs and expenses, including reasonable attorneys' fees, incurred in such legal action.

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

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

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

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

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

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

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

31. **Liability of Tenant/Village.** Any liability of the Tenant Village of Taos Ski Valley, a New Mexico municipal corporation, incurred in connection with this Lease is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1, *et seq.*, as amended. The Village of Taos Ski Valley and its public employees as defined by the New Mexico Tort Claims Act do not waive sovereign immunity, do not waive any defense, and do not waive any limitations on liability pursuant to said law. No provision of this Lease modifies or waives any provision of the New Mexico Tort Claims Act.

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

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

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



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

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

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

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

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

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

**Landlord:**

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

By: \_\_\_\_\_  
Peter J. Talty  
Its: Manager / Vice President

**Tenant:**

VILLAGE OF TAOS SKI VALLEY, a New Mexico Municipal Corporation

DATED: \_\_\_\_\_

By: \_\_\_\_\_

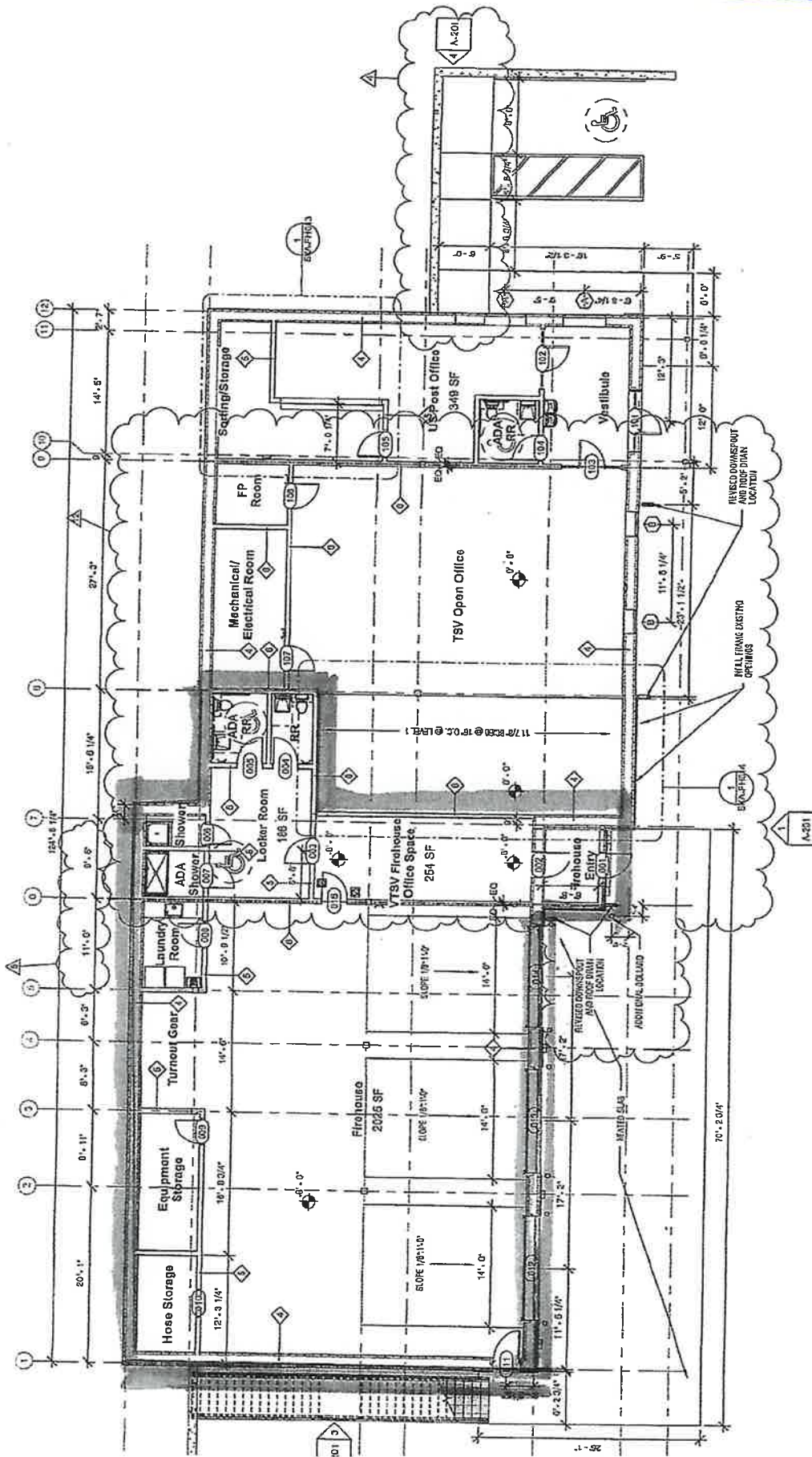
Its: Mayor

Attest:

\_\_\_\_\_  
Anne Marie Wooldridge, Village Clerk

Approved by Action of the Village Council at its meeting  
held on \_\_\_\_\_.

# Exhibit A



① 1ST FLOOR  
1/8" = 1'-0"