



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

- 1. CALL TO ORDER AND NOTICE OF MEETING**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CONSIDERATION TO APPROVE MINUTES OF THE DECEMBER 19, 2023
REGULAR COUNCIL MEETING**
- 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
- 6. NEW BUSINESS**
 - A. Consideration to Elect a Mayor Pro Tem
 - 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
 - C. Consideration to Approve **Resolution 2024-564** Concerning Governing Body Meetings and Notice Required
 - D. Consideration to Approve Contracting with a Lobbyist for the Village of Taos Ski Valley
 - E. Consideration to Approve Village Committee Appointments
- 7. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF
THE VILLAGE COUNCIL**
- 8. ADJOURNMENT**



**VILLAGE COUNCIL REGULAR MEETING DRAFT MINUTES
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, DECEMBER 19, 2023 2:00 P.M.**

1. CALL TO ORDER AND NOTICE OF MEETING

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

2. ROLL CALL

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

Governing Body Present:

Councilor Henry Caldwell

Councilor Brent Knox

Councilor Chris Stagg

Councilor Tom Wittman, Mayor Pro Tem

3. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as written

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

4. APPROVAL OF THE MINUTES OF THE NOVEMBER 21, 2023 VILLAGE COUNCIL REGULAR MEETING and the NOVEMBER 28, 2023 VILLAGE COUNCIL SPECIAL MEETING

MOTION: To approve the minutes of the November 21, 2023 Village Council Regular Meeting and the November 28, 2023 Village Council Special Meeting

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

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

No one spoke at the Citizens Forum.

6. COMMITTEE REPORTS

A. Planning & Zoning Commission

Commission Chair Wittman reported the Commission did not meet during the month of December. The next meeting will be held January 8, 2024 at 1:00pm via Zoom.

B. Public Safety Committee

Committee Chair Caldwell reported that all Committee members were in attendance. The Committee reviewed a draft revised Electric Undergrounding Ordinance. The previous ordinance was vague on what exactly would trigger the requirement for a property to hook up to the underground power. The Committee recommended that the draft ordinance be presented to the Village Council as a first reading. The Committee has made progress on connecting with Kit Carson employees to streamline the process of requesting to connect to underground power. Red Tail Surveying has completed some surveying work to identify NMDOT rights of way from USFS property. Pins have been placed, and further work will continue after the snow melts in the spring. Village Administrator Avila has contacted Waste Management concerning the compactor bins with holes which leave trash on the ground and a mess in general.

For the Firewise Board meeting report, Chair Caldwell said that Building Official Bowden had not been available to present an update. Police Chief Vigil has conducted several tabletop exercises with Taos County and several municipalities in order to make a plan in the event of an emergency. Board Chair Caldwell confirmed that donations to the Village's EMS Department were welcomed.

The next meeting for both Committees will take place on January 8, 2024 beginning at 10:00 am.

C. Firewise Community Board

See above.

D. Parks & Recreation Committee

Committee Member Joan Woodard reported that although summer activities in 2023 had been limited in the Village Core because of the construction activity, it had still been a successful summer. In 2024, the flower baskets on Sutton Place will return, as well as a disc golf course closer to the base. The next meeting will take place on January 29, 2024 at a location to be determined. All citizens are welcome to attend, or join the Committee, or send in their thoughts and comments for the Committee to vtsv@vtsv.org.

E. Lodger's Tax Advisory Board

No report.

7. REGIONAL REPORTS

Administrator Avila reported that NCRTD staff had visited the Village and had identified a stop in either direction in Amizette. Taos Regional Water Operators are meeting to discuss and share information on resources and equipment which could possibly be shared. Taos Regional Landfill Board did not meet.

Planning Director Nicholson attended the Taos Valley Watershed Coalition meeting, the RTPO to discuss trail funding opportunities, and other Regional meetings.

8. MAYOR PRO TEM REPORT

Mayor Pro Tem Wittman thanked the Village Staff for organizing both a holiday party for Staff and elected officials, and a Swearing In ceremony for all of the newly elected officials.

9. STAFF REPORTS

A. Administrator Avila

Work continues with progress on the Treatment Plant, as well as handover of the master meter project to the Village from TSVI. A recent water line break on Firehouse Road most likely was a result of contractors' usage of Village fire hydrants which caused water hammering in the line. The Water Trust Board application is still in progress.

B. Finance Director Griesedieck

Finance Director Griesedieck noted that the GRT tax rate will remain the same for the January 1 - June 30, 2024 period, at 8.9375%.

C. Public Safety Director Vigil

D. Building Official Bowden

E. Planning Director Nicholson

F. Public Works

G. Clerk Wooldridge

The topic of a Council meeting schedule for 2024 was discussed. One idea is to hold regular Council Workshops, perhaps on a Saturday, where various items could be discussed in an informal setting.

10. OLD BUSINESS

11. NEW BUSINESS

A. 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

Various sections of the Ordinance were discussed in detail. The intent is to make progress with getting homes connected to the underground power, and the overhead lines de-energized.

MOTION: To Publish and Post **Ordinance No. 2024-51**, amending Regulations Requiring Underground Electric Utility Service and amending Planning, Connection, and Penalties sections of Ordinance 2015-5, with amending section 4.1 Fines

MOTION: Councilor Caldwell **SECOND:** Councilor Stagg **FAILED:** 2-2

OPPOSED: Councilor Wittman and Councilor Stagg

B. Consideration to Approve **Resolution No. 2024-561** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, increasing revenues and expenses in EMS Fund to accommodate the NM Fire Protection Grant Awarded to VTSV

MOTION: To Approve **Resolution No. 2024-561** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, increasing revenues and expenses in EMS Fund to accommodate the NM Fire Protection Grant Awarded to VTSV

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

C. Consideration to Approve **Resolution No. 2024-562** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, increasing revenues and expenses in General/Law Enforcement Fund to accommodate the FY2024 Donated LE Vehicles

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

D. Consideration to Approve **Resolution No. 2024-563**, Approving the Village of Taos Ski Valley 2023 Legislative Priority Request

The items listed in the top section of the ICIP will be presented as the Legislative Priority Request items.

MOTION: To Approve **Resolution No. 2024-563**, Approving the Village of Taos Ski Valley 2023 Legislative Priority Request

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

E. Consideration to Approve a FY25 Village Budget Calendar for financial planning and reporting

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

F. Consideration to Adopt a 2024 Village Holiday Schedule

Staff holidays have remained the same as in recent years.

MOTION: To Adopt a 2024 Village Holiday Schedule

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

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

12. MISCELLANEOUS: Councilor Knox thanked the Village and wished the New Mayor and Council the best of luck in the New Year to come.

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

The next meeting of the Village Council will be held on Friday January 5, 2024 at 10:00 a.m.

14. ADJOURNMENT

MOTION: To Adjourn

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

Mayor Christopher Stanek

Attest: _____
Village Clerk, Ann Marie Wooldridge

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

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

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

DATE: January 5, 2024

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Village of Taos Ski Valley has for years had to secure each winter, Lodgers Tax Board Funding to secure winter bus service to and from the Ski Valley and then had to ask other entities: Town of Taos, Taos County, and NCRTD to participate in sharing the cost but had to pay the majority of matching costs. In order to have a consistent shuttle program and allow the municipal entities to carry an equal share of the costs, a long-term agreement that allows for planning service each year was created and two more stops were included in the updated schedule. The long-term agreement for Winter Service with the NCRTD and Memorandum of Agreement was drafted for the Village, Town and County to participate with NCRTD programs in a multiyear agreement. To provide service this winter, the NCRTD would like to have the agreement approved by all parties, so that they can finish the recruitment process for seasonal drivers.

STAFF RECOMMENDATION: Staff recommends the Village Council Approve the NCRTD Winter Service and multiyear agreement with the NCRTD, the Town of Taos, and Taos County to include two stops in Amizette according to the schedule Exhibit/Amendment.

MEMORANDUM OF AGREEMENT

BETWEEN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

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

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

RECITALS

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

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

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

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

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

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

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

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

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

PART I: STATE AND LOCAL CONTRACT PROVISIONS.

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

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

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

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

12. **Illegal Acts.** Pursuant to NMSA 1978, § 13-1-191, it shall be unlawful for any Party to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.
13. **New Mexico Tort Claims Act.:** As between the Parties, no Party shall be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify, in any way, the Parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

PART II: FEDERAL CLAUSES AND RESTRICTIONS

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

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

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

NORTH CENTRAL REGIONAL TRANSIT DISTRICT:



Dennis Tim Salazar, Chair

11/3/23

Date Signed

COUNTY OF TAOS:

Name: _____

Title: _____

Date Signed

VILLAGE OF TAOS SKI VALLEY:

Tom Wittman, Mayor Pro Tem

Date Signed

Attest: _____
Ann Marie Wooldridge, Village Clerk

APPROVED AS TO FORM:

Village Attorney:

Date Signed

TOWN OF TAOS:

Name: _____

Title: _____

Date Signed

APPROVED AS TO FORM:



Peter Dwyer, District Counsel

11/3/23

Date Signed

Fares

The 341 TSV Green route provides fare-free service Thursday through Sunday, with winter service typically running December through March. To confirm winter service, call us at 866-206-0754, ext. 1 or visit our website, RidetheBlueBus.com.

Holidays

341 TSV Green provides winter service on all holidays.

Your Rights

North Central RTD adheres to all Federal regulations regarding civil rights. If you believe you have been discriminated against or would like to file a complaint under ADA or Title VI, please contact us at: NCRTD, Executive Director, 1327 N Riverside Dr., Española, NM 87532

Accessible Service

People with accessibility needs are always welcome on the Blue Bus. Wheelchair accessible vehicles are available on all routes. If you need to request an ADA Reasonable Modification/Accommodation, please call 505-629-4725 ext. 1. or visit our website at RidetheBlueBus.com.

Paratransit

Those who wish to be considered for paratransit service need to complete an application. Paratransit service is available at no charge for NCRTD certified riders. For more information on our paratransit service, or to request an application to be mailed, please call us at 505-629-4725 ext. 1.

Enhancing your Ride

For a safe and pleasant ride please



Remain seated



Wear appropriate clothing (shirt, pants/shorts, shoes)

PERMITTED on the bus



Service animals



Non-alcoholic beverages

While we love pets, non-service animals must be in a pet carrier. Non-alcoholic beverages and food must be in a sealed container.

NOT PERMITTED on the bus



No smoking/
vaping



No eating



No loud music



No alcoholic beverages



No illegal drugs



No offensive language



No weapons



No talking loudly on your cell phone

For everyone's safety and comfort

- Vehicles are equipped with video and audio surveillance.
- Drivers will assist passengers with visual or mental impairments.
- Children under the age of 10 must be accompanied by an adult.
- There are bike racks for those first come, first served.
- Use trash receptacles. You can help keep our vehicles clean.
- No feet on your seat or on the back of the seat in front of you.

**NORTH
CENTRAL
RTD**

**North Central
Regional Transit District**
1327 N. Riverside Drive
Española, NM 87532
866-206-0754 | 505-629-4725
RidetheBlueBus.com
info@ncrtd.org

TSV Green
ROUTE 341

RIDE FREE

Blue
bus

Thursday - Sunday

SERVING:
Taos Ski Valley
Arroyo Seco
El Prado
Town of Taos

The 341 TSV Green route operates daily during the winter ski season, which typically runs December through March.



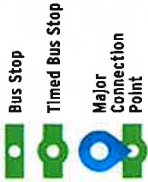
RidetheBlueBus.com
866-206-0754
Effective January 6, 2024

**NORTH
CENTRAL
RTD**

341 TSV Green | FREE

Fares				
Thursday - Sunday				
Southbound - To Taos				
A.M. Trip Number	1N	2N	1S	2S
Paseo del Pueblo Sur & Chamisa Rd	7:00	NO STOP	8:45	4:45
Paseo del Pueblo Sur & Roy Rd	7:03	3:03	8:50	4:50
Paseo del Pueblo & Camino de la Merced	7:06	3:06	9:17	5:17
Paseo del Pueblo Sur & Cervantes St	7:09	3:09	9:26	5:26
Civic Plaza Dr & Camino de la Placita	7:12	3:14	9:45	5:45
Paseo del Pueblo Norte & Brooks Street	7:15	3:15	9:50	5:50
NM-150 & US-64	7:30	3:30	10:01	6:01
Arroyo Seco Community Center	7:49	3:49	10:03	6:03
NM-150 & NW-230	7:58	3:58	10:09	6:09
Amizette Inn	8:25	4:25	10:10	6:10
Taos Ski Valley Guest Drop-off	8:30	4:30	10:14	6:14

Route and schedule information effective January 6, 2024



NORTH CENTRAL
RTD
RidetheBlueBus.com
866-206-0754

Where's My Bus?



* Map not to scale



Fares

The 341 TSV Green route provides fare-free service Thursday through Sunday, with winter service typically running December through March. To confirm winter service, call us at 866-206-0754, ext. 1 or visit our website, RidetheBlueBus.com. For year-round service in Taos, view the 340 Chile Line or 300 Taos Express schedule.

Holidays

341 TSV Green provides winter service on all holidays.

MyBlue™ Microtransit

Consider requesting a ride with our MyBlue™ microtransit. The Taos zone operates within a 2 mile radius of the 340 Chile Line Monday through Friday from 6 a.m. to 6 p.m. and is \$1.00 one-way. Visit RidetheBlueBus.com, call 866-206-0754 ext. 1, or download the MyBlue app to request a ride up to two weeks in advance.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Election of Mayor Pro Tem

DATE: January 5, 2024

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: After an election, the governing body must hold an organizational meeting. One of the items requiring approval is confirmation of a Mayor Pro Tem to act on the Mayor's behalf in his absence.

RECOMMENDATION:

A motion is needed to appoint a Council member as Mayor Pro Tem.

Village of Taos Ski Valley
Village Council
Agenda Item

AGENDA ITEM TITLE: Confirmation of the Persons Who Shall be Employed by the Municipality including the Appointed Offices

DATE: January 5, 2024

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: After an election, the governing body must hold an organizational meeting. It is necessary for the Council to confirm the appointive offices of the municipality, as well as to confirm the names of persons who shall be employed by the municipality.

The Governing Body should appoint and affirm staff to the offices of Clerk, Treasurer, Police Chief, and Manager. These are Ann Marie Wooldridge as Clerk, Carroll Griesedieck as Treasurer, Virgil Vigil as Police Chief, and John Avila as Village Administrator. NMSA 3-11-5A, in part states “the mayor shall submit for confirmation by the governing body, 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.”

The slate of employees is attached.

RECOMMENDATION:

A motion and vote are needed 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. The appointed employees will take their oaths of office following the Council meeting.

Name	Primary Position
Aquino, Joseph L	Police Officer
Archuleta, Pablo K	Laborer/Equipment Operator
Arellano, Justin	Laborer/Equipment Operator
Avila, John A	Administrator
Bowden, Jalmar	Building Official
Caldwell, Henry F	Councilor
Cisneros, Kevin G	Laborer/Equipment Operator
Craven, Damean R	Laborer/Equipment Operator
Daniels, Mitchell V	Fire Administration
Griego, Josiah J	Laborer/Equipment Operator
Griesedieck, Carroll	Finance Director
Hutter, Justin W	Police Officer
Nicholson, Patrick D	Director of Planning & Community
Rogers, Matthew C	EMS Chief
Romero, Adam L	Laborer/Equipment Operator
Romero, Renee S	Admin Assistant
Salazar, Marlene Y	Deputy Clerk/PW Admin Assistant
Salazar, Robert B.	Police Officer
Shedko, Darren J.	Laborer/Equipment Operator
Stagg, Christopher J	Councilor
Stanek, Christopher	Mayor
Turner, Douglas	Councilor
Vasquez, Gabriel	Mechanic/Equipment Operator
Vigil, Virgil T	Police Chief
Wittman, Thomas P	Councilor
Wooldridge, Ann Marie	Village Clerk
Wooldridge, Robert W	Asset Management Intern

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2024-564, A Resolution Concerning Governing Body Meetings and Public Notice Required

DATE: January 5, 2024

PRESENTED BY: Clerk Ann M. Wooldridge

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION: Required annually by the State of New Mexico, this is the open meetings act that governs when and how meetings will be conducted.

RECOMMENDATION: Motion to approve Resolution No. 2024-564 A Resolution Concerning Governing Body Meetings and Public Notice Required.

VILLAGE OF TAOS SKI VALLEY

RESOLUTION 2024-564

A RESOLUTION CONCERNING GOVERNING BODY MEETINGS AND PUBLIC NOTICE REQUIRED

WHEREAS, Section 10-15-1(B) of the New Mexico Open Meetings Act, NMSA 1978 as amended, provides that "All meetings of a quorum of Village Council or any board, commission or other policy-making body of any state agency, or any agency or authority of any county, municipality, district or any political subdivision held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority or the delegated authority of such board, commission or other policy-making body, are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution or the provisions of the Open Meetings Act"; and,

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, regulation or formal action occurs shall be held only after reasonable notice to the public; and,

WHEREAS, Section 10-15-4, NMSA 1978 provides that "Any person violating any of the provisions of Section 10-15-1, NMSA 1978 is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars (\$500) for each offense"; and,

WHEREAS Section 10-15-1(D) of the Open Meetings Act requires the Village of Taos Ski Valley to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE BE IT RESOLVED by the governing body of the Village of Taos Ski Valley, New Mexico that:

1. All meetings shall be held via teleconference or as indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held each month on the third Friday at 1:00 pm. The agenda will be available at least seventy-two hours prior to the meeting from the Village Clerk whose office is located at 7 Firehouse Road, second floor, Taos Ski Valley, New Mexico. Notice of any other regular meetings will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. Special meetings may be called by the Mayor or a majority of the Village Council upon three (3) days' notice. The notice shall include an agenda for the meeting or information on how Village Council or the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Village of Taos Ski Valley will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the Village Council upon twenty-four (24) hours' notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.
5. In addition to the regular meetings of the Village there are Briefings and Workshop Meetings at which no Council action will be taken and are held principally as information and study sessions. When these meetings are scheduled, Notice will be provided.

6. The notice requirements of Sections 1, 2, 3, 4 and 5 of this Resolution are complied with if the proposed agenda with the meeting date, time and location is posted at the Village's offices at Taos Ski Valley Firehouse, 7 Firehouse Road and outside the Village office in the announcement case, at the Village post office, Box Canyon, and at four other public places within the Village, as provided by Section 3-1-2 NMSA 1978, and on the Village's web site. Revised agendas may be posted up to seventy-two (72) hours prior to the meeting. In addition, written notice of such meetings shall be mailed, or hand delivered to federally licensed broadcast stations and newspapers of general circulation which have provided a written request for such notice. To meet these requirements all requests and agenda materials are required to be submitted to the Mayor's Office a week in advance.
7. Notwithstanding any other provisions of Sections 1 through 6 of this Resolution, the Mayor or Village Council may establish such additional notice requirements as may be deemed proper and advisable to comply with the provisions of the Open Meetings Act.
8. If any meeting is closed pursuant to exclusions contained in Section 10-15-1, Subsection H, NMSA 1978, such closed meetings called by the Mayor or Village Council shall not be held until public notice, appropriate under the circumstances, and in compliance with Sections 1 through 6 of this Resolution, has been given. In addition, such notice shall state the exclusion or exclusions in Section 10-15-1, Subsection H, NMSA 1978 of the Open Meetings Act, under which such closed meeting is permitted.

PASSED, ADOPTED AND APPROVED this _____ day of January, 2024.
THE VILLAGE OF TAOS SKI VALLEY

Mayor Chris Stanek

Attest:

Village Clerk

Vote: For _____ Against _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Contracting with a Lobbyist for the Village of Taos Ski Valley

DATE: January 5, 2024

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: It has been suggested that hiring a Lobbyist to work on behalf of the Village's interest could be advantageous. The elected officials will discuss their interest in this subject.

RECOMMENDATION:

A motion would be required to approve this action.

VILLAGE OF TAOS SKI VALLEY
Village Council Meeting
Agenda Item

AGENDA ITEM TITLE: Discussion and Consideration to Approve Village Committee and Board Appointments

DATE: January 5, 2024

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Yes

BACKGROUND INFORMATION:

A list of current Committee and Board appointments is attached. If the Council wishes, it may re-appoint these same members or discuss changes.

RECOMMENDATION: Informal discussion and a possible motion to approve Village Committee and Board appointments.

VILLAGE OF TAOS SKI VALLEY
COUNCIL AND COMMITTEE MEMBERS



<u>Lodger's Tax Advisory Board:</u> Roger Mariani _ Chair Henry Caldwell Kent Forte Brent Knox Chris Stagg	<u>Chamber of Commerce:</u> <u>Dan Vaughan -Executive Dir.</u> Erika Northrup- President Kent Forte - Secretary Garrett Cottam – Treasurer John Avila – Member at Large Kaela Gillum-Hawari-Member at Large
<u>Firewise Board/ Public Safety</u> Henry Caldwell – Chair Jim Woodard Henry Caldwell Kent Kiehl Ben Pitz	
<u>Parks & Rec</u> Katherine Kett - Chair Kerri Brokaw Joan Woodard Christof Brownell	<u>CIAC</u> Ben Cook - Chair Paddy McNeely Mike Fitzpatrick Russel Olson Katherine Kett Tom Mastor