



**VILLAGE COUNCIL REGULAR MEETING AGENDA  
MEETING TO BE HELD VIA ZOOM TELECONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
FRIDAY, FEBRUARY 16, 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 19, 2024 VILLAGE COUNCIL REGULAR 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, except for Public Hearing items. Subsequent public comment by persons not directly affected will generally be permitted only at the discretion of the presiding officer during discussion of agenda items by and among the Council members and persons and entities who are directly affected.

**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 REPORT**

**10. OLD BUSINESS**

**A. PUBLIC HEARING:** Consideration to Approve **Ordinance No. 2024-51**, amending Regulations Requiring Underground Electric Utility Service and amending Planning, Connection, and Penalties sections of Ordinance 2015-51

**B.** 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.)

**11. NEW BUSINESS**

**A.** Consideration to Approve **Resolution No. 2024-565** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, Increasing Revenues and Expenses in the Wastewater Enterprise Fund to accommodate the 2023/24 Increased Contractor Cost not currently in the Budget

**B.** Discussion and Direction to develop a Memorandum of Understanding with Taos Area Mutual Domestic Water and Sewer Systems to share equipment and staffing when needed

**C.** Consideration to Approve the Village Continuing as a Member of the New Mexico Self Insurers Fund in the updated Joint Powers Agreement

**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 REGULAR MEETING DRAFT MINUTES  
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**

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

**2. ROLL CALL**

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

**Governing Body Present:**

Mayor Chris Stanek

Councilor Henry Caldwell

Councilor Chris Stagg

Councilor Tom Wittman

**3. APPROVAL OF THE AGENDA**

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

**MOTION:** Councilor Turner **SECOND:** Councilor Wittman

Councilor Wittman asked about the new procedure for having Citizen comments on agenda items at the beginning of the meeting after the usual Citizens Forum. He said that it seemed premature to hold such an item early in the meeting before the individual items had been presented. Mayor Stanek said that he would take it into consideration.

**Mayor Stanek called for a vote. PASSED: 4-0**

**4. APPROVAL OF THE MINUTES OF THE JANUARY 5, 2024 VILLAGE COUNCIL SPECIAL MEETING**

**MOTION:** To approve the minutes of the January 5, 2024 Village Council Special Meeting

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

**5. CITIZEN'S FORUM**

Mayor Stanek explained that his intent to holding two forums for Citizen input at the beginning of the meeting was to make the meeting more efficient while still allowing for input from the public. He said that this format could be refined as time goes on.

**A.** For non-agenda items only. Limit to 5 minutes per person (please email [awooldridge@vtsv.org](mailto:awooldridge@vtsv.org) to sign up)

1. Taos Ski Valley Chamber of Commerce Director Dan Vaughn asked for input on the Chamber's beta test website revision. Please contact Chamber Director Vaughan at [dan@taosskivalley.com](mailto:dan@taosskivalley.com) to sign up for reviewing this beta site. All input is greatly appreciated, he said.

**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.

Moved to 6. F

## 6. COMMITTEE REPORTS

**A. Planning & Zoning Commission:** Councilor Wittman stated there was a meeting held on January 8, 2024. The next scheduled meeting for the Planning and Zoning Commission will be held on February 5, 2024 at 1:00 p.m. via Zoom. (Note: This meeting was later postponed until March 4, 2024.)

**B. Public Safety Committee:** Committee Chair Caldwell reported that they had met and the main topic of discussion was getting 911 house numbers installed throughout the community.

**C. Firewise Community Board**

**D. Parks & Recreation Committee:** Committee Chair Kat Kett recommended that Joan Woodard be appointed as the next Parks & Recreation Chair, as Kat steps down as Chair. The next scheduled meeting will be held on January 29, 2024 at 4:00 pm at Tenderfoot Katies as a hybrid meeting.

**E. Lodger's Tax Advisory Board:** Board Co-Chair Stagg reported that no meeting had been held recently. Lodgers Tax collections have been down about 10% this fiscal year. Committee membership has also declined. Councilor Stagg has a few names of citizens who would like to be considered for appointment to the Lodger's Tax Advisory Board.

**F. Citizen's Forum B.**

1. Citizen Mike Fitzpatrick asked that more notice be given to the public about transactions such as leasing the TSVI Firehouse, especially given the large cost involved to the Village.

## 7. REGIONAL REPORTS

Village Administrator Avila reported that the Landfill Board had met but without a quorum. Discussion continues on improvements to hiring water and wastewater operators.

Director Nicholson reported on the Rio Hondo Watershed Coalition meeting. Discussion centered on acequias, water rights, and water sharing historically in the Taos valley. The next meeting will be held on February 15, 2024 at noon at the Juan Gonzales Agricultural Center.

**8. MAYOR REPORT:** Mayor Stanek reported on an informative training given by the NM Municipal League recently for newly elected officials, which was attended by Mayor Stanek, Councilor Turner, and TIDD Board member Frimm. Mayor Stanek also reported that a lobbyist for the Village had been hired, in accordance with the vote having taken place at the January 5, 2024 Council meeting. TAG New Mexico will be ready to work on behalf of the Village by the time that the Legislative Session begins.

## 9. STAFF REPORTS

All reports were included in the Council packet and are viewable on the website.

**A.** Administrator Avila reported on the previous day's visit from the EPA. The EPA visits the Village's treatment plant every two years. The visit was amicable, Administrator Avila reported, and the EPA will issue a follow-up report on the visit. The rest of Administrator Avila's report was included in the Council packet and is viewable on the Village website.

**B.** Finance Director Griesedieck

**C.** Public Safety Director Vigil

**D.** Building Official Bowden

**E.** Planning Director Nicholson

**F.** Public Works Superintendent Vasquez

**G.** Clerk Wooldridge: Clerk Wooldridge announced that the TIDD Board quarterly meeting would be held Wednesday, January 24, 2024 at 1:00 pm. via Zoom.

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

## 10. OLD BUSINESS

## 11. NEW BUSINESS

### A. Consideration of Holding Additional Council meetings to Increase Public Engagement

A potential schedule might include a workshop meeting six days before our regular Council meeting on a Saturday at 2:00 p.m., every other month, potentially on the Saturday before the Regular Council meeting. Councilor Turner commented that discussion of the Village website would be a good topic.

**MOTION:** To hold additional Council meetings to increase Public Engagement, the first one being the Saturday before the March Council meeting.

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

### B. Council Acknowledgement of the FY2024 2nd Quarter Financial data for submission to the Department of Finance, Local Government Division by January 31, 2024

**MOTION:** To Acknowledge the FY2024 2nd Quarter Financial data for submission to the Department of Finance, Local Government Division by January 31, 2024

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

### 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

Director Nicholson explained that the previous undergrounding ordinance didn't define processes and the responsible parties for getting the underground connections completed. This draft ordinance has been reviewed by both the Public Safety Committee and the P&Z Commission. Some details have been refined concerning the fees, penalties, and time requirements. Councilor Caldwell and Councilor Stagg both commented that successful implementation of the ordinance and getting the actual connections made requires both a dedicated Village person to work on it and also perhaps a dedicated person from Kit Carson Electric.

**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 2015-51

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

### 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.)

**MOTION:** To Go to Closed Session

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

**MOTION:** To Return to Open Session

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

**MOTION:** 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 with Authorization for Village Administration to make some minor revisions to the Lease in conjunction with TSVI without changing the basic financial data and clarifying the square footage

**MOTION:** Councilor Turner    **SECOND:** Councilor Wittman

**PASSED:** 3-0 (Councilor Stagg Abstaining)

## 12. POSSIBLE CLOSED SESSION

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

**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**

The next meeting of the Village Council will be the regular meeting on Friday February 16, 2024 at 1:00 p.m. via zoom.

**15. ADJOURNMENT**

**MOTION:** To Adjourn

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

The meeting adjourned at 2:40 pm.

Attest: \_\_\_\_\_

\_\_\_\_\_  
Mayor Chris Stanek

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

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

Taos Ski Valley

February 16, 2024

#### Parks and Recreation Committee Report

The PARC has undertaken rebuilding the committee and defining desired roles and relationships. Minutes from January 29, 2024 meeting are included. The committee is seeking applications for members to provide desired skills and perspectives. See list of desired skills, experiences, and perspectives, included below. The committee provided to the mayor, a proposed roster of members and associated applications (included below), which meet all but two needs. PARC continues to seek applications for representation from the Kachina basin and the village core areas. Application deadline is February 23, 2024

The committee is working on a charter for the committee to be brought to the mayor for the March council meeting. The committee seeks comments and thoughts on this topic from the council.

Village of Taos Ski Valley  
Parks and Recreation Committee  
January 29, 2024  
Minutes

The meeting was called to order at 4:05 pm at Tenderfoot Katie's. A virtual connection was also provided. Present were Kerrie Brokaw and Joan Woodard (interim chair). Also present were Ryan Scovil, and about 5 neighbors. Village staff present were Patrick Nicholson, Carroll Griesedieck, Ann Marie Wooldridge, and Village Administrator, John Avila. The chair reported that Katherine Kett was unable to attend due to an injury. She thanked Ann Marie and Marlene for setting up the zoom connection for the meeting and thanked those present for coming to the meeting, while emphasizing the value of in person meetings.

The minutes for the October 5, 2023 meeting were presented and approved.

The interim chair offered that the committee should consider meeting monthly (with the meeting cancelled if there are no agenda items). After discussion among the current members and applicants, it was decided to try the 4<sup>th</sup> Tuesday of the month at 3 pm. (Subsequent to the meeting, the interim chair via email, asked to change to time to 2 pm due to a quarterly conflict with another board---this was accepted by the members and applicants.). Therefore, the next meeting is February 27, 2024 at 2 pm at the village office.

Next the interim chair introduced the subject of membership. It was noted that it is a good practice to use an application and the chair has developed an application template which is posted on the village website. The chair also developed a list of skills, experiences, and perspectives which are desirable to have on PARC. The general process is that committee reviews, the mayor appoints, and the council approves. Three applications have been received--Ryan Scovil, Amanda Straka, and Joan Woodard. An application is expected from Katherine Kett and Kerrie Brokaw (or another chamber representative). The committee reviewed the applications and compared the skills, experiences etc with the developed list. It was noted that with these five potential members, all skills, experiences, and perspectives are met except representation from the Kachina basin, and village core. The five applications will be forwarded to the mayor for consideration.

Next the interim chair introduced the topic of committee charter. The interim chair presented each section of the charter outline for discussion:

*Mission and Purpose*

The interim chair reviewed the work of PARC over the past years---trails, Kachina Vista Park, recreation (disc golf and volleyball), and beautification (flowers on Sutton Place).

The discussion that followed raised the following points—

- \*emphasis should be place on assuring completion of projects AND sustainment
- \*include access or reasonable access to the trails, forests, wilderness; include consideration of open access versus fee for use.
- \*trails and trail system development



- \*parks and open space –development and access
- \*recreation
- \*beautification

#### *Duties and Responsibilities*

- \*represent and work to ensure that communities wishes are incorporated
- \*advise Village Council and staff on all matters related to the scope of PARC
- \*advise on funding sources and their use
- \*lead and monitor the development of long term/master plan as well as annual plans; ensure public input sessions are conducted.

#### *Membership*

- \*include application process and consider applicants against skills, experiences, and perspectives list
- \*size---5 to 8 members; be realistic about the level of interest in the community in serving on PARC
- \*officers---chair, vice chair, and secretary

#### *Staff Liaison*

This is an appointment by either the mayor, village council, or village administrator. There was much discussion about the role of this individual—is the person who sets up zoom, finds a meeting space, and posts the agenda and booklet? Or is this the person who is the primary individual for parks and recreation projects and operations? Is it time for the village to have a Parks and Recreation director as a paid staff position? The discussion did not reach any conclusions.

The next topic was memorial benches. The interim chair reported that requests have been received to establish memorial benches in memory of family members etc. The interim chair also reviewed the list of suggested items for a village policy on this matter. The discussion that followed raised a few items:

- a process to review applicants to assure appropriateness of the in-memoriam and the wording.
- standard bench versus a variety of designs---a discussion concluded that a standard design would provide some connection and sense of place for the village and its various geographic areas.
- cost estimates are needed for purchase, installation, and maintenance.

It was concluded that a draft policy needs to be developed and the interim chair with Ryan Scovil agreed to work on this.

Patrick Nicholson informed the committee about the trail sign plans for the interconnecting trails project. He informed the committee that he has commenced procurement of 15 signs for locations he has determined. A request was made for a map of the locations planned.

Patrick Nicholson next reviewed the progress in 2023 on the interconnecting trails project. This project was approved by the Village Council in ?2022?. A request was made to share a copy of the Council-approved project document. There are 4 trail segments underway. Significant work has been completed in 2023. Work is planned to complete these trail segments in 2024, except the bridge required for the Bull of the Woods connector which will require additional funding

from yet-to-be-determined sources. A request was made to receive a copy of the Rocky Mountain Youth Corps Scope of Work for 2024. Patrick also stated that he has a design to reestablish the Kachina Wetlands trail. It was noted that the committee meeting in October 2023 was at the wetlands and at that time the location to reestablish the trail was not totally apparent. A request was made to share the wetlands trail design with the committee. The interim chair suggested that a study of the flora and fauna of this area would be valuable in considering trail designs and other means of access. Patrick informed the committee that a study was completed. A request was made to share that study document with the committee.

The meeting was adjourned at 5:30 pm.

Village of Taos Ski Valley

Parks and Recreation Committee

February 16, 2024

#### Proposed Membership Roster

|                                  |  |
|----------------------------------|--|
| Joan Woodard (proposed chair)    | (board experience; resident Upper Twining)             |
| Katherine Kett                   | (experienced member of PARC; former chair)             |
| Ryan Scovil                      | (experienced Parks & Rec professional; TSVI rep.)      |
| Amanda Straka                    | (resident of Amizette; TSV small business mgr)         |
| Dan Vaughn (Kerrie Brokaw, alt.) | (TSV Chamber representative; current executive direc.) |

All are outdoor enthusiasts and experienced volunteers.

Copies of individual applications are available to Village councilors upon request to the Village Clerk, Ann Marie Wooldridge.

Taos Ski Valley  
PARC Membership Desired Skills, Experience & Perspective

-representation from key geographic areas:

- Amizette
- Village Core
- Upper residential areas (Twining Road, Porcupine, etc)
- Kachina Basin

-experience

- Park & Recreation Committees
- Park & Recreation professional
- community volunteer in Parks & Recreation

-representation from diverse perspectives:

- homeowners
- business owners/business managers
- active users of trails, recreations, etc.
- Taos ski Valley Chamber of Commerce
- Taos Ski Valley, Inc.

John Avila  
Village Administrator  
Village of Taos Ski Valley Council  
Staff Monthly Briefing  
February 16, 2024



## \* STAFF REPORT\*

### Update

#### Legislative Session Update:

**Priority Requests:** LCS#1088 Water Line Repairs System Wide, \$10,000,000 (*Water - Water Supply ICIP#42065 2025 001*), LCS#1093 Purchase, Equip, and Outfit Fire Station#1, \$2,500,000 (*Facilities - Fire Facilities ICIP#42100 2025 004*), LCS#1095 Plan, Design, Construct, Equip New Village Hall, \$3,855,000 (*Facilities - Administrative Facilities ICIP#42110 2025 003*), LCS#1100 Twining Road Reconstruction Project, \$12,200,000 (*Transportation - Highways/Roads/Bridges ICIP#6572 2025 005*), LCS#1103 EMS Transport Ambulance, \$300,000 (*Vehicles - Public Safety Vehicle ICIP#42121 2025 006*)

**Senate Bill 275** 536. one hundred fifty thousand dollars (\$150,000) to plan, design, construct and equip a village hall building, including public safety vehicle bays, in Taos Ski Valley in Taos County.  
537. seventy thousand dollars (\$70,000) to plan, design, construct, purchase, furnish and equip fire station 1 in Taos Ski Valley in Taos County;

### 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. The Project included a reserve amount budgeted to be paid to IWS once the project is completed. The pay application is under review by PM service for Plumber but payment request appears in order. *Attached*

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 oversite 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, but with OVIVO leaving the plant a new remote notification is required so information can be available for any emergency alarm.

## Water

Master Meter comparison to customer meters will be conducted and readings at the following locations will be compared to the meters served by the same: Chlorination Building, Kachina Booster Station, Kachina Water Tank, Green Tank, Beaver Pond, John Burroughs, Pioneer Glade and Rio Hondo

The RFP for hydrostatic, automatic read meter, pilot project is posted and can be found on the Village website. <https://www.vtsv.org/request-for-proposal-for-pilot-project-ultra-sonic-meter-software-system/>

The Water Booster request for certification of electrical service was received from KCEC to avoid delaying construction of the equipment by USEMCO.

The rebid for construction of the “Pheonix Loop” water line installation is approved and posted for a due date by March 13, 2024. The \$1.7m capital outlay is the identified project funding source with initial planning work conducted by Taos Ski Valley Incorporated, with engineering assistance budgeted under the TIDD projects.

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

Hydrant meters are being purchased for contractor use. 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

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.

Village complex repairs are in the finish stages. There are very few pending tasks for the contractor. Some of which await spring thaw.

Work in progress paint, electrical trim, flooring trim, case work then cabinet plumbing finishes and then final inspections, clean and turn over EOM February.

## Kit Carson Electric (KCEC) Facility Undergrounding

Ordinance 2024-15 is on the agenda to improve the ability for Code Enforcement to encourage resident installation of KCEC underground service at all available locations. The program to assist residents was previously used by Code Enforcement before taking any corrective action allowed by the ordinance. The use of public funds to install critical public safety infrastructure is allowed in the private easements as a valuable benefit to the Village (VTSV O-2015-51), program. 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 the 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 for summer, as well.

*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.

## **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 Pheonix 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. There is no service expected this winter season.**

**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 hyper 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) 2/15/24 10am:** Action to reduce Green House gases needs to be a focus of local government entities and is requested of LFB.



CONTRACTOR'S APPLICATION FOR PAYMENT NO.: Retention - Final

Owner: Village of Taos Ski Valley From Contractor: Integrated Water Services Application Date: 1/24/24  
Project: Wastewater Treatment Plant Expansion Address: 4001 N Valley Dr Period: Retention  
Longmont, CO 80504

Contractor's Project No. 449 Via Engineer: Plummer Associates, Inc.  
Engineer's Job #: VTSV-0262

CHANGE ORDER SUMMARY

APPROVED CHANGE ORDERS:

| Number | Description           | Additions   | (Deductions) |
|--------|-----------------------|-------------|--------------|
| 1      | Approved & Paid COR's | \$18,734.11 |              |
| 2      |                       |             |              |
| 3      |                       |             |              |
| 4      |                       |             |              |
| 5      |                       |             |              |
| 6      |                       |             |              |
| 7      |                       |             |              |
| TOTALS |                       | \$18,734.11 | \$0.00       |

NET CHANGE BY CHANGE ORDERS:

\$18,734.11

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment in accordance with the Contract Documents and is not defective.

Digitally signed by Christian Baumgart  
DN: C=US,  
E=baumgart@integratedwaterservices.com,  
O=Integrated Water Services, OU=Rocky Mtn  
Region, CN=Christian Baumgart  
Date: 2024.01.24 11:04:29-07'00'

Christian Baumgart

By: Date:

|   |  |                |
|---|--|----------------|
| 1 | Original Contract Price:   | \$8,610,187.25 |
| 2 | Net change by Change Orders:   | \$18,734.11    |
| 3 | Current contract price: (Line 1 + 2)   | \$8,628,921.36 |
| 4 | Total Completed & Stored to Date:<br>(Column F on Schedule of Values)                        | \$8,628,921.36 |
| 5 | Retainage:   | 5%             |
| a | Work Completed:  | \$0.00         |
| b | Stored Materials:  | \$0.00         |
| c | Total retainage: (Line 5a + 5b)  | \$0.00         |
| 6 | Amount Eligible to date: (Line 4 - Line 5c)  | \$8,628,921.36 |
| 7 | Less Previous Payments   | \$8,434,770.62 |
| 8 | Amount due this Application  | \$194,150.74   |
| 9 | Balance to Finish including retainage<br>(Column G on Schedule of Values plus Line 5c above) | \$0.00         |

|   |                          |
|---|--------------------------|
| Payment of:   | \$194,150.74             |
| (Line 8 or other - attach explanation of other amount)      |                          |
| Is recommended by:  | Plummer Associates, Inc. |
|   | Date                     |
| Payment of:   | \$194,150.74             |
| (Line 8 or other - attach explanation of other amount)      |                          |
| Is approved by Owner:                                       | Date                     |
| Is approved by Funding or Financing Entity: (If Applicable) | Date                     |



**Thursday, February 15, 2024  
Taos Regional Landfill Board**

**9:00 a.m.**

**ZOOM Virtual Regular Meeting**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/81969373727?pwd=RkZZVWVkWVIWTKF6K1hZOHBoWStDUT09>**

**Meeting ID: 819 6937 3727**

**Passcode: 560984**

**1. Call to Order - Councilmember 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 January 18, 2024 Taos Regional Landfill Board Meeting Minutes

**5. Budget Matters**

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A. Approval of Financials (Revenues & Expenditures) and Tonnage Report for January 2024 by Lupe Martinez, Finance Director.

**6. New Business**

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A. Nominations and election for the Taos Regional Landfill Chair

B. 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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## Finance Report for Feb 16, 2024 Meeting:

### Revenues Dec 2023:

GRT: This month last year: \$142,616

This month this Year: \$77,800

Last Year YTD: \$633,304

This Year YTD: \$782,974

### Lodgers Tax:

This month last year: \$117,615

This Month this year: \$101,428

YTD Last year: \$268,241

YTD This year YTD: \$238,780

### REVENUES:

- We received **\$12,930** in hold harmless GRT revenue in January which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is up 24% 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 11% from last year.
- Fiscal YTD Building permits are down 62% from last year.
- The Village received **\$212,252** in property tax collections in Jan 2023.  
FYTD Property Tax Collections are up 1.7% from last year.
- The TIDD received **\$66,605** in GRT in Jan 2023.

### EXPENSES:

- July – Jan 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, payment on IT invoices from 2022 discovered not paid while there was no finance director.
  - Increased maintenance & repairs on equipment & vehicle than LFYTD. We have more vehicles due to LE acquired 3 more vehicles this Fiscal Year. Building Maintenance increase is the TML baseboard heater repairs.
  - 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.

### *January/February 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 2/15/24-2/29/24 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.

Budget planning with department heads will start after February financials are complete. **Budget workshop with council is scheduled for Tuesday April 16<sup>th</sup>, 2PM.**

## **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 23 - Jan 24 vs same July 22-Jan 23

| FY through   |                                | 1/31/2024       | 1/31/2023       |                 |          |
|--------------|--------------------------------|-----------------|-----------------|-----------------|----------|
| Account      | Title                          | Balance         | Balance         | Change          | % Change |
| 41100        | Franchise Tax                  | \$ 44,099.70    | \$ 48,323.15    | \$ (4,223.45)   | -8.74%   |
| 41250        | Gross Receipts Tax - Municipal | \$ 435,152.75   | \$ 355,927.12   | \$ 79,225.63    | 22.26%   |
| 41258        | GRT - Municipal Tax HH         | \$ 186,201.25   | \$ 112,786.35   | \$ 73,414.90    | 65.09%   |
| 41259        | CMP - Compensating Tax         | \$ 13,146.21    | \$ 3,084.10     | \$ 10,062.11    | 326.26%  |
| 41260        | ITG - Interstate Telecom Gross | \$ 53.80        | \$ 86.90        | \$ (33.10)      | -38.09%  |
| 41500        | Property Tax - Current         | \$ 426,439.43   | \$ 419,432.32   | \$ 7,007.11     | 1.67%    |
| 42401        | GRT Shared - Municipal Equival | \$ 238,749.66   | \$ 237,488.91   | \$ 1,260.75     | 0.53%    |
| 43300        | Building Permit                | \$ 14,708.99    | \$ 38,822.66    | \$ (24,113.67)  | -62.11%  |
| 43400        | Business Licenses/Registration | \$ 4,850.00     | \$ 7,545.00     | \$ (33,972.66)  | -450.27% |
| 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    | \$ 300,771.98   | \$ (276,895.91) | -92.06%  |
| 44990        | Other Charges for Services     | \$ 113,036.73   | \$ 58,980.74    | \$ 54,055.99    | 91.65%   |
| 45050        | Parking Fines                  | \$ 4,250.00     | \$ 1,747.00     | \$ 2,503.00     | 143.27%  |
| 46030        | Interest Income                | \$ 192,126.72   | \$ 78,616.22    | \$ 113,510.50   | 144.39%  |
| 46040        | Investment Income              | \$ 7,175.87     | \$ 4,124.88     | \$ 3,050.99     |          |
| 46900        | Miscellaneous - Other          | \$ 136,546.81   | \$ 214,521.32   | \$ (77,974.51)  | -36.35%  |
| 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                   | \$ 238,779.93   | \$ 268,240.71   | \$ (29,460.78)  | -10.98%  |
| 42300        | Gas Tax for General Purposes   | \$ 3,141.91     | \$ 3,061.47     | \$ 80.44        | 2.63%    |
| 42601        | Motor Vehicle Fees             | \$ 12,731.38    | \$ 12,440.23    | \$ 291.15       | 2.34%    |
| 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                 | \$ 124,836.44   | \$ 99,944.95    | \$ 24,891.49    | 24.91%   |
| 44230        | Utility Service Fees           | \$ 499,345.48   | \$ 399,779.75   | \$ 99,565.73    | 24.91%   |
| Total Income |                                | \$ 3,632,332.19 | \$ 2,866,591.96 | \$ 765,740.23   | 26.71%   |

Preliminary Statement of Revenue Expenses

July 23 - Jan 24 vs same July 22-Jan 23

| Account | Title                          | Balance         | Balance       | Change          | % Change |
|---------|--------------------------------|-----------------|---------------|-----------------|----------|
| 51010   | Salaries - Elected Officials   | \$ 14,480.88    | \$ 15,446.64  | \$ (965.76)     | -6.25%   |
| 51020   | Salaries - Full-Time Positions | \$ 757,105.55   | \$ 680,122.92 | \$ 76,982.63    | 11.32%   |
| 51040   | Salaries - Part-Time Positions | \$ -            |               | \$ -            |          |
| 51060   | Salaries - Overtime            | \$ 23,956.17    | \$ 14,637.00  | \$ 9,319.17     | 63.67%   |
| 52010   | FICA - Regular                 | \$ 47,966.80    | \$ 43,337.29  | \$ 4,629.51     | 10.68%   |
| 52011   | FICA - Medicare                | \$ 11,218.11    | \$ 10,135.33  | \$ 1,082.78     | 10.68%   |
| 52020   | Retirement                     | \$ 74,599.78    | \$ 67,854.41  | \$ 6,745.37     | 9.94%    |
| 52030   | Health and Medical Premiums    | \$ 126,398.60   | \$ 126,495.42 | \$ (96.82)      | -0.08%   |
| 52040   | Life Insurance Premiums        | \$ 607.26       | \$ 593.74     | \$ 13.52        | 2.28%    |
| 52050   | Dental Insurance Premiums      | \$ 8,273.95     | \$ 8,457.16   | \$ (183.21)     | -2.17%   |
| 52060   | Vision Insurance Medical Premi | \$ 1,437.70     | \$ 1,451.57   | \$ (13.87)      | -0.96%   |
| 52080   | Other Insurance Premiums       | \$ 784.82       | \$ 964.57     | \$ (179.75)     | -18.64%  |
| 52100   | Workers' Compensation Premium  | \$ 193.50       | \$ 184.90     | \$ 8.60         | 4.65%    |
| 52120   | Workers' Compensation (Self In | \$ 6,629.00     | \$ 6,918.00   | \$ (289.00)     | -4.18%   |
| 52999   | Other Employee Benefits        | \$ 1,500.00     | \$ 700.00     | \$ 800.00       | 114.29%  |
| 53010   | Travel - Elected Officials     | \$ 558.08       | \$ -          | \$ 558.08       |          |
| 53030   | Travel - Employees             | \$ 7,416.40     | \$ 1,470.75   | \$ 5,945.65     | 404.26%  |
| 54010   | Maintenance & Repairs - Buildi | \$ 5,881.58     | \$ 206.91     | \$ 5,674.67     | 2742.58% |
| 54040   | Maintenance & Repairs - Vehicl | \$ 17,065.49    | \$ 4,033.22   | \$ 13,032.27    | 323.12%  |
| 54050   | Maintenance & Repair - Furnitu | \$ 47,806.09    | \$ 22,287.37  | \$ 25,518.72    | 114.50%  |
| 55010   | Contract - Audit               | \$ 29,670.00    | \$ 24,811.25  | \$ 4,858.75     | 19.58%   |
| 55020   | Contract - Attorney Fees       | \$ 20,982.24    | \$ 53,820.75  | \$ (32,838.51)  | -61.01%  |
| 55030   | Contract - Professional Servic | \$ 1,419,948.04 | \$ 460,551.34 | \$ 959,396.70   | 208.31%  |
| 55999   | Contract - Other Services      | \$ 196.29       | \$ 3,642.98   | \$ (3,446.69)   | -94.61%  |
| 56010   | Software                       | \$ 31,729.63    | \$ 11,041.95  | \$ 20,687.68    | 187.36%  |
| 56020   | Supplies - General Office      | \$ 34,133.02    | \$ 41,563.05  | \$ (7,430.03)   | -17.88%  |
| 56030   | Supplies - Field Supplies      | \$ 16,478.59    | \$ -          | \$ 16,478.59    |          |
| 56040   | Supplies - Furniture/Fixtures/ | \$ 38,152.67    | \$ 58,857.30  | \$ (20,704.63)  | -35.18%  |
| 56050   | Supplies - Janitorial/Maintena | \$ 1,162.16     | \$ 9,836.36   | \$ (8,674.20)   | -88.19%  |
| 56090   | Supplies - Safety              | \$ 5,022.77     | \$ 1,760.38   | \$ 3,262.39     | 185.32%  |
| 56120   | Supplies - Vehicle Fuel        | \$ 21,954.13    | \$ 21,528.92  | \$ 425.21       | 1.98%    |
| 56999   | Supplies - Other               | \$ 33,204.72    | \$ 9,189.29   | \$ 24,015.43    | 261.34%  |
| 57040   | Election Costs                 | \$ -            | \$ -          | \$ -            |          |
| 57050   | Employee Training              | \$ 10,378.10    | \$ 13,262.08  | \$ (2,883.98)   | -21.75%  |
| 57060   | Grants to Sub-recipients       | \$ 440,916.69   | \$ 571,231.08 | \$ (130,314.39) | -22.81%  |
| 57070   | Insurance - General Liability/ | \$ 140,752.23   | \$ 109,259.92 | \$ 31,492.31    |          |
| 57080   | Postage                        | \$ 2,065.28     | \$ 1,313.57   | \$ 751.71       | 57.23%   |
| 57090   | Printing/Publishing/Advertisin | \$ 3,992.59     | \$ 6,288.55   | \$ (2,295.96)   | -36.51%  |
| 57130   | Rent of Equipment/Machinery    | \$ 98,601.67    | \$ 80,031.25  | \$ 18,570.42    | 23.20%   |
| 57140   | Rent of Land/Building          | \$ 1,469.30     | \$ -          | \$ 1,469.30     |          |
| 57150   | Subscriptions & Dues           | \$ 5,166.97     | \$ 4,660.55   | \$ 506.42       | 10.87%   |
| 57160   | Telecommunications             | \$ 15,333.40    | \$ 17,349.70  | \$ (2,016.30)   | -11.62%  |
| 57170   | Utilities - Electricity        | \$ 31,300.90    | \$ 34,570.37  | \$ (3,269.47)   | -9.46%   |
| 57171   | Utilities - Natural Gas        | \$ 7,739.07     | \$ 9,647.81   | \$ (1,908.74)   | -19.78%  |
| 57172   | Utilities - Propane/Butane     | \$ 6,681.06     | \$ 752.47     | \$ 5,928.59     |          |
| 57999   | Other Operating Costs          | \$ 28,817.49    | \$ 23,925.29  | \$ 4,892.20     | 20.45%   |
| 58010   | Buildings & Structures         | \$ -            | \$ -          | \$ -            |          |

Preliminary Statement of Revenue Expenses

July 23 - Jan 24 vs same July 22-Jan 23

|               |                                |                 |                 |                 |         |
|---------------|--------------------------------|-----------------|-----------------|-----------------|---------|
| 58020         | Equipment & Machinery          | \$ 10,417.60    | \$ 53,591.72    | \$ (43,174.12)  | -80.56% |
| 58040         | Infrastructure                 | \$ 24,589.65    | \$ -            | \$ 24,589.65    |         |
| 58080         | Vehicles                       | \$ 106,081.00   | \$ 36,000.00    | \$ 70,081.00    | 194.67% |
| 58090         | Roadways/Bridges               | \$ 79,656.62    | \$ -            | \$ 79,656.62    |         |
| 58999         | Other Capital Purchases        | \$ 49,953.80    | \$ -            | \$ 49,953.80    |         |
| 59010         | Debt Service - Principal Payme | \$ 184,171.18   | \$ 281,105.23   | \$ (96,934.05)  | -34.48% |
| 59020         | Debt Service - Interest Paymen | \$ 122,325.86   | \$ 125,413.37   | \$ (3,087.51)   | -2.46%  |
| Total Expense |                                | \$ 4,176,924.48 | \$ 3,070,303.73 | \$ 1,106,620.75 | 36.04%  |

\$ -

|       |               |                   |                   |                 |        |
|-------|---------------|-------------------|-------------------|-----------------|--------|
| 61100 | Transfers In  | \$ (1,522,561.12) | \$ (1,146,339.87) | \$ (376,221.25) | 32.82% |
| 61200 | Transfers Out | \$ 1,522,561.12   | \$ 1,146,339.87   | \$ 376,221.25   | 32.82% |
|       |               | \$ -              | \$ -              |                 |        |

|            |  |                 |                 |                 |         |
|------------|--|-----------------|-----------------|-----------------|---------|
| net income |  | \$ (544,592.29) | \$ (203,711.77) | \$ (340,880.52) | 167.33% |
|------------|--|-----------------|-----------------|-----------------|---------|



# 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 |
| FY 2019 | \$54,483.94  | \$55,106.22  | \$86,640.50  | \$136,554.40 | \$141,644.03 | \$189,464.82 | \$258,317.57 | \$323,305.93   | \$301,671.26   | \$252,340.78   | \$319,694.92   | \$86,838.09    |
| YTD     | \$54,483.94  | \$109,590.16 | \$196,230.66 | \$332,785.06 | \$474,429.09 | \$663,893.91 | \$922,211.48 | \$1,245,517.41 | \$1,547,188.67 | \$1,799,529.45 | \$2,119,224.37 | \$2,206,062.46 |
| FY 2020 | \$73,181.77  |              | \$83,775.61  |              | \$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 |
| FY 2021 | \$68,159.90  | \$74,233.88  | \$46,486.94  | \$82,049.26  | \$89,940.38  | \$149,265.06 | \$122,193.28 | \$251,925.28   | \$236,440.15   | \$214,210.24   | \$289,075.34   | \$55,873.27    |
| YTD     | \$68,159.90  | \$142,393.78 | \$188,880.72 | \$270,929.98 | \$360,870.36 | \$510,135.42 | \$632,328.70 | \$884,253.98   | \$1,120,694.13 | \$1,334,904.37 | \$1,623,979.71 | \$1,679,852.98 |
| FY 2022 | \$68,717.19  | \$41,194.60  | \$84,767.28  | \$114,462.17 | \$87,852.52  | \$130,134.55 | \$101,812.08 | \$288,224.10   | \$264,254.52   | \$288,432.00   | \$387,016.42   | \$60,037.50    |
| YTD     | \$68,717.19  | \$109,911.79 | \$194,679.07 | \$309,141.24 | \$396,993.76 | \$527,128.31 | \$628,940.39 | \$917,164.49   | \$1,181,419.01 | \$1,469,851.01 | \$1,856,867.43 | \$1,916,904.93 |
| FY 2023 | \$54,648.70  | \$35,075.40  | \$68,454.10  | \$80,723.22  | \$126,212.90 | \$125,573.69 | \$142,615.65 | \$296,312.84   | \$293,244.12   | \$267,784.55   | \$346,834.02   | \$55,904.39    |
| YTD     | \$54,648.70  | \$89,724.10  | \$158,178.20 | \$238,901.42 | \$365,114.32 | \$490,688.01 | \$633,303.66 | \$929,616.50   | \$1,222,860.62 | \$1,490,645.17 | \$1,837,479.19 | \$1,893,383.58 |
| FY 2024 | \$77,579.64  | \$40,289.61  | \$98,554.84  | \$140,391.56 | \$171,645.23 | \$176,712.83 | \$77,799.85  |                |                |                |                |                |
| YTD     | \$77,579.64  | \$117,869.25 | \$216,424.09 | \$356,815.65 | \$528,460.88 | \$705,173.71 | \$782,973.56 | \$782,973.56   | \$782,973.56   | \$782,973.56   | \$782,973.56   | \$782,973.56   |

Current month GRT collections reflects money generated 2 months prior.

\*Funds in this sheet are recorded as cash received



Lodger's Tax

CURRENT RATE = 5%

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

LODGERS' TAX

|         | 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  | \$96,668.81  | \$162,743.37 | \$230,577.53 | \$305,798.53 | \$311,249.13 | \$312,387.41 |
| FY 2016 | \$3,159.70  | \$22,368.20 | \$9,450.74  | \$5,746.17   | \$4,197.87   | \$9,297.58   | \$53,807.00  | \$72,513.85  | \$76,593.23  | \$71,244.05  | \$3,250.86   | \$2,501.47   |
| YTD     | \$3,159.70  | \$25,527.90 | \$34,978.64 | \$40,724.81  | \$44,922.68  | \$54,220.26  | \$108,027.26 | \$180,541.11 | \$257,134.34 | \$328,378.39 | \$331,629.25 | \$334,130.72 |
| FY 2017 | \$3,312.79  | \$6,428.45  | \$20,520.20 | \$6,104.38   | \$4,731.31   | \$5,975.60   | \$52,006.45  | \$57,922.20  | \$70,032.91  | \$81,036.07  | \$5,683.84   | \$3,145.21   |
| YTD     | \$3,312.79  | \$9,741.24  | \$30,261.44 | \$36,365.82  | \$41,097.13  | \$47,072.73  | \$99,079.18  | \$157,001.38 | \$227,034.29 | \$308,070.36 | \$313,754.20 | \$316,899.41 |
| FY 2018 | \$26,463.06 | \$13,960.76 | \$11,225.88 | \$8,960.06   | \$6,207.19   | \$6,521.15   | \$71,990.70  | \$66,655.53  | \$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  | \$101,563.09 | \$201,968.56 | \$313,558.35 | \$424,972.17 | \$493,198.90 | \$493,671.14 | \$493,217.60 |
| FY 2021 | \$8,171.37  | \$15,170.58 | \$12,836.91 | \$17,194.52  | \$14,423.38  | \$6,231.96   | \$55,290.11  | \$42,558.56  | \$84,760.20  | \$96,555.93  | \$10,267.66  | \$7,219.30   |
| YTD     | \$8,171.37  | \$23,341.95 | \$36,178.86 | \$53,373.38  | \$67,796.76  | \$74,028.72  | \$129,318.83 | \$171,877.39 | \$256,637.59 | \$353,193.52 | \$363,461.18 | \$370,680.48 |
| FY 2022 | \$18,245.95 | \$38,815.26 | \$26,765.37 | \$22,996.72  | \$22,728.29  | \$23,037.99  | \$110,392.10 | \$131,470.22 | \$148,781.28 | \$158,043.82 | \$17,101.43  | \$6,264.48   |
| YTD     | \$18,245.95 | \$57,061.21 | \$83,826.58 | \$106,823.30 | \$129,551.59 | \$152,589.58 | \$262,981.68 | \$394,451.90 | \$543,233.18 | \$701,277.00 | \$718,378.43 | \$724,642.91 |
| FY 2023 | \$17,714.27 | \$29,642.49 | \$26,135.01 | \$29,754.45  | \$25,300.02  | \$22,079.15  | \$117,615.32 | \$133,713.55 | \$136,996.72 | \$135,113.91 | \$24,434.95  | \$7,546.81   |
| YTD     | \$17,714.27 | \$47,356.76 | \$73,491.77 | \$103,246.22 | \$128,546.24 | \$150,625.39 | \$268,240.71 | \$401,954.26 | \$538,950.98 | \$674,064.89 | \$698,499.84 | \$706,046.65 |
| FY 2024 | \$15,690.29 | \$29,101.64 | \$25,637.57 | \$27,515.65  | \$20,581.13  | \$18,825.49  | \$101,428.16 |              |              |              |              |              |
| YTD     | \$15,690.29 | \$44,791.93 | \$70,429.50 | \$97,945.15  | \$118,526.28 | \$137,351.77 | \$238,779.93 | \$238,779.93 | \$238,779.93 | \$238,779.93 | \$238,779.93 | \$238,779.93 |

Current month L.T 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     |                     |
|----------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|-------------------|---------------------|
|                            |                     |                     |                     |                     |                      | Offsets           | 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>   |
| 7/19/2023                  | 59,144.68           | 45,297.26           | (1,113.17)          | -                   | 103,328.77           | 8,360.12          | 15,007.83           |
| 8/18/2023                  | 49,806.66           | 37,991.42           | (937.43)            | -                   | 86,860.65            | 8,360.12          | 10,162.59           |
| 9/15/2023                  | 125,819.34          | 93,155.52           | (2,368.05)          | -                   | 216,606.81           | 8,360.12          | 24,021.78           |
| 10/11/2178                 | 166,630.17          | 123,349.88          | (3,136.19)          | -                   | 288,843.86           | 8,360.12          | 32,585.13           |
| 11/17/2023                 | 260,634.78          | 192,760.38          | (4,907.41)          | -                   | 448,487.75           | 8,360.12          | 45,495.58           |
| 12/15/2023                 | 259,839.36          | 219,659.75          | (4,518.36)          | -                   | 474,980.75           | 8,360.12          | 45,998.79           |
| 1/18/2024                  | 38,423.14           | 28,902.54           | (720.91)            | -                   | 66,604.77            | 8,360.12          | 12,929.55           |
|                            |                     |                     |                     |                     | -                    | 8,361.12          |                     |
|                            |                     |                     |                     |                     | -                    | 8,361.12          |                     |
|                            |                     |                     |                     |                     | -                    | 8,361.12          |                     |
|                            |                     |                     |                     |                     | -                    | 8,361.12          |                     |
|                            |                     |                     |                     |                     | -                    | 8,361.12          |                     |
| <b>TOTAL FY24</b>          | <b>960,298.13</b>   | <b>741,116.75</b>   | <b>(17,701.52)</b>  | <b>-</b>            | <b>1,683,713.36</b>  | <b>100,326.44</b> | <b>186,201.25</b>   |
| <b>TOTAL FY2016-FY2024</b> | <b>6,950,375.86</b> | <b>6,255,106.88</b> | <b>(112,967.65)</b> | <b>(180,961.17)</b> | <b>12,912,286.56</b> | <b>676,350.62</b> | <b>1,704,117.39</b> |

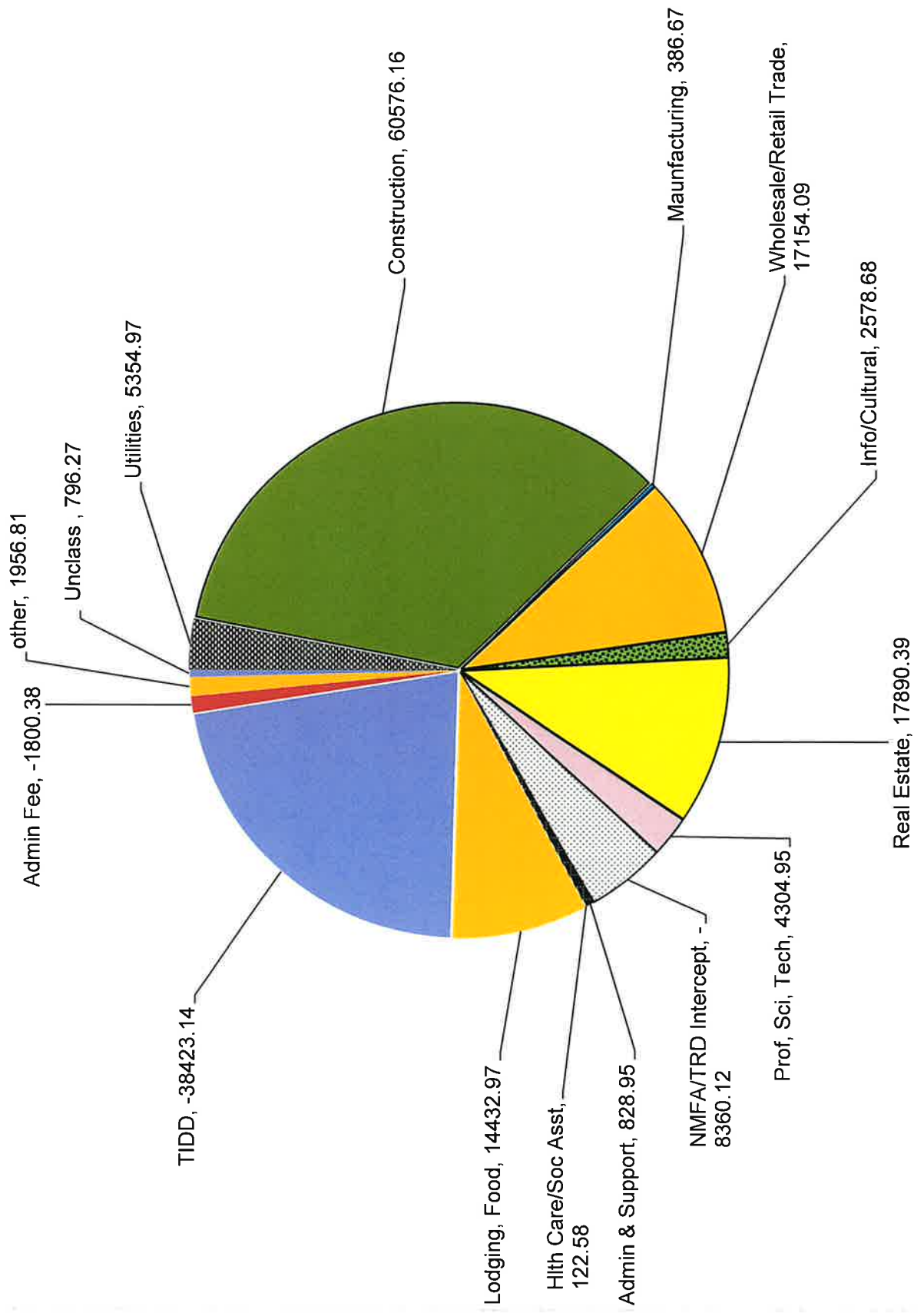
Village Baseline

| Month GRT is Generated | Month GRT is Reported to State | Mth GRT is distributed fr State to Entities | Village Baseline    |                     |                     |
|------------------------|--------------------------------|---|---------------------|---------------------|---------------------|
|                        |                                |   | 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 November 2023

### recieved in January 2024



**Monthly Public Safety Report**

**Jan-24**

| <b>Law Enforcement</b>       | <b>R. Salazar</b> | <b>J Aquino</b> | <b>J. Hutter</b> | <b>V. Vigil</b> | <b>Totals</b> | <b>Last Year</b> |
|------------------------------|-------------------|-----------------|------------------|-----------------|---------------|------------------|
| 911 Hang up                  | 0                 | 0               | 0                | 0               | 0             | 0                |
| Abandoned Vehicle            | 1                 | 0               | 0                | 1               | 2             | 1                |
| Alcohol Offense - Adult      | 2                 | 2               | 1                | 1               | 6             | 1                |
| Animal Calls                 | 0                 | 0               | 1                | 1               | 1             | 1                |
| Arrests                      | 0                 | 0               | 0                | 0               | 0             | 0                |
| Assists to other Agencies    | 5                 | 3               | 1                | 4               | 13            | 10               |
| B&E /Burglary                | 0                 | 0               | 0                | 0               | 0             | 0                |
| Battery or Assault           | 1                 | 0               | 1                | 0               | 2             | 0                |
| Business Alarm               | 3                 | 0               | 1                | 1               | 4             | 2                |
| Citizen Assists/Contacts     | 25                | 30              | 40               | 25              | 120           | 122              |
| Civil Stand-by/Civil Complai | 0                 | 0               | 0                | 0               | 0             | 2                |
| Disorderly /Disturbance      | 1                 | 2               | 1                | 0               | 3             | 0                |
| Domestic Calls               | 0                 | 0               | 0                | 0               | 0             | 0                |
| Embezzlement                 | 0                 | 0               | 0                | 0               | 0             | 0                |
| Foot Patrol Hours            | 20                | 25              | 4                | 10              | 59            | 81               |
| Found/Lost Property          | 2                 | 1               | 0                | 0               | 3             | 0                |
| Fraud Complaint              | 0                 | 0               | 0                | 0               | 0             | 0                |
| Harassment                   | 0                 | 0               | 0                | 0               | 0             | 1                |
| Health Orders                | 0                 | 0               | 0                | 0               | 0             | 0                |
| Larceny                      | 2                 | 0               | 0                | 0               | 2             | 0                |
| Law Unknown/Information      | 0                 | 0               | 0                | 0               | 0             | 0                |
| Missing Adult/Person         | 0                 | 0               | 0                | 0               | 0             | 3                |
| MVC's                        | 2                 | 0               | 1                | 1               | 4             | 4                |
| Narcotics Adult              | 0                 | 0               | 0                | 0               | 0             | 0                |
| Natural Disasters            | 0                 | 0               | 0                | 0               | 0             | 0                |
| Parking Citations            | 2                 | 2               | 6                | 1               | 11            | 18               |
| Private Property Crash       | 1                 | 0               | 1                | 1               | 2             | 4                |
| Reckless Driver              | 3                 | 0               | 1                | 3               | 7             | 5                |
| Residential Alarm            | 4                 | 2               | 0                | 1               | 7             | 2                |
| Shots Fired                  | 0                 | 0               | 0                | 0               | 0             | 0                |
| Suicide Subject              | 0                 | 0               | 0                | 0               | 0             | 0                |
| Suspicious Persons/Vehicles  | 2                 | 2               | 0                | 1               | 5             | 2                |
| Theft                        | 2                 | 0               | 1                | 0               | 3             | 0                |
| Traffic Enforcement Hours    | 15                | 15              | 30               | 5               | 65            | 97               |
| Traffic Hazard               | 6                 | 4               | 1                | 3               | 14            | 6                |
| Traffic Stops                | 6                 | 5               | 3                | 4               | 18            | 43               |
| Tresspass Warnings           | 0                 | 0               | 0                | 0               | 0             | 1                |
| Vehicle Theft                | 0                 | 0               | 0                | 0               | 0             | 1                |
| Verbal Warnings              | 6                 | 5               | 0                | 4               | 15            | 6                |
| Welfare Check                | 2                 | 1               | 1                | 1               | 5             | 3                |
| Written Citations            | 0                 | 0               | 2                | 1               | 3             | 16               |
| Written warnings             | 0                 | 0               | 3                | 1               | 4             | 24               |
| <b>Fire/EMS</b>              | 3                 | 3               | 1                | 5               | 12            | 19               |

## **Monthly Accomplishments for January 2024**

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

- Lt. Salazar, Officer Aquino and I were sworn in and Cross Commissioned with the Taos County Sheriff Steve Miera. This commission was approved by the District Court Judge and was also approved by the Taos County Clerk Valerie Montoya. This entitles us to enforce all laws in Taos County as a commissioned Sheriff Deputy/Village of Taos Ski Valley Officer.
- Officer Joseph Aquino was outfitted and was Field Trained and released for regular duty. Officer Aquino was able to fill the vacant (7 day) shift. Lt. Salazar was able to return to regular his regular shift.
- Lt. Salazar and I were able to complete all the documentation and tasks required for Officer Aquino to be enrolled in the recert by waiver training at the New Mexico Department of Public Safety class in Sanat Fe N.M. Officer was accepted and was enrolled in the next recert by waiver class, so his Police Certification with be current with DPS Department.
- Operation plans for New Years and MLK Day were completed and executed for Police, Fire and EMS. Although we were busy, we did not have any major incidents or issues and the operation plans flowed smoothly.
- I was able to outfit the 2023 Chevrolet truck that was purchased with Law Enforcement Protection Funds. I installed the siren and lights at the Public Works garage to save cost to the Village of Taos Ski Valley.
- I attended the Public Safety/Firewise meeting and updated them on the progress of the Fire/Police/ EMS developments, calls. I also attended Lepc, Dwi Council, Taos Crime Stoppers Meetings, and weekly Fire/EMS Trainings.
- There was a dedication of the new Firehouse in the memory of the Late Mayor Neil King. Members of the Fire/EMS and staff were in attendance.

### **Items In progress for February 2024**

- I will be meeting with the Fire Chief/ EMS Chief on getting an inventory list that is needed to outfit the new Firehouse. Chief Rogers and I will work on getting the vacant Fire Administrator's position filled.
- I plan on attending Public Safety/Firewise, E911 board, Lepc, Dwi Council, Taos Crime Stoppers, Village Council Meeting, and weekly Fire/EMS Trainings this month.
- I will continue to work on operation plans for the upcoming snow falls expected for the Month of February and March to minimize traffic crashes.
- I will continue to with the OEM (Office of Emergency Management) on another tabletop exercise that will be taking place in Questa. This exercise with be the final tabletop and then we will be conducting a full-scale mock exercise in the fall with multiple agencies.

From EMS Department Chief Matt Rogers/EMS Fire Chief

Awarded 2 more grants:

\$20k for wildland fire equipment

\$25k for wildland coordinator

Working on job description for wildland coordinator and new fire administrator

Received DEA controlled substance license.

Help support bills at round house.

SB151- additional funding for EMS

SB88 founding for hiring new firefighters.

Had Air Curtain Incinerator registers with State.

Matt Rogers DiMM, EMT-P

Fire & EMS Chief

Taos Ski Valley

C: 203-245-9153

# Building Department Council Report 02-16-2024 Jalmar Bowden

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Council report from January 16 through February 12, 2024

Inspections performed residential: 2

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family / commercial: 4

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.

2\_ Projects currently in application or submission review.

1\_ Commercial project currently pending submission.

2\_ Residential projects currently pending submission.

1\_ Residential Certificate of Occupancy granted.

Narrative of other activities:

1. Update of the Non-Federal Lands Grant. Paperwork and was a focus recently and Bull O Woods Corridor and adjacent properties are ready for Village and homeowner signatures. Outreach will be a focus this week to those owners and soon to Kachina Corridor. Both are planned to commence after the ski season and its weather wraps.
2. Village complex repairs are in the finish stages. There are very few pending tasks for the contractor. Some of which await spring thaw.
3. Actively reviewing the plans for the Hotel St Bernard and likely issuing that permit this or coming month.

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

Regional Engagement:

**Rio Hondo Watershed Plan Stakeholder Meeting** - Monthly dialog continued with a focus area on acequia uses and water sharing in the Rio Hondo and surrounding stream systems. Agenda attached.

**Regional Transportation Planning Organization** - Monthly meeting held on February 7 to discuss statewide funding opportunities and review proposed north central regional transportation projects. Organization Board of Directors approved letter of support for our Twining Road Reconstruction Project. Agenda attached.

**Taos County Economic Development Summit - Part 2** - Second regional meeting on January 25<sup>th</sup> to collaborate and strategize on an interdependent economic development plan. Agenda attached.

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 \$11.9M in construction funds is being prepared. Grant writing support provided by our partner, the North Central New Mexico Economic Development District. No Village match is required. Letters of Support from our federal delegation and key regional entities, including TSVI, the NCRTD, the USFS are anticipated. Central components of the project include a capacity expansion and new 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 involvement were added to the final plan set.

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 was approved by the Council on January 19<sup>th</sup>. A Public Hearing is scheduled during the February 16<sup>th</sup> Council meeting. Upon approval, an outside contractor or additional staff resources will be necessary to implement the Ordinance.

**Avalanche Hazard Assessment & Mapping Report Update and Revised Ordinance** - Updated report and companion ordinance revisions presented to the Planning Commission and Village Council with attendant public hearings held in June and August 2023. Council declined to adopt the updated report and Ordinance revisions. This critical public safety initiative remains delayed pending the political desire and consensus of the Village Council to proceed. Lack of action threatens public safety and puts citizens lives and structures at heightened risk. Direction by Council is needed to initiate action.

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 shall 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 expired in September. No Building Permit can be issued, per Ordinance, without development impact fees paid in full or action by the Council to the contrary.

**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.

RMYC is crafting trail directional signage and two picnic tables for installation this summer. The Kachina Wetland educational sign is complete and ready for placement next to the trail upon ground thaw .

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. USFS staff also reviewed the feasibility of a bridge crossing connecting the federal Bull of the Woods Trail with the nearby new Village connector trail.

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

- 3 Certificates of Compatibility
- 1 Utility License Agreement

**Planning Commission Meetings** - No February meeting. Next regular meeting scheduled for March 4.

# **AGENDA**

## **“Green Corridor” Partner Roundtable: Rio Hondo Watershed Plan Traditional Agriculture/Cultural Uses**

12 p.m. to 2 p.m., Thursday, January 18, 2024

Juan I. Gonzales Agricultural Center Conference Room, 202 Chamisa Rd., Taos

**11:30 a.m. - 12 p.m. — Lunch served (please RSVP by email for lunch)**

**12 p.m. — Welcome and Introductions**

- Current stakeholder/contact list for Rio Hondo Watershed Management Plan

**12:10 p.m.— Brief update on project purpose, focal areas and meeting schedule**

- Link to Rio Hondo Watershed Plan shared folder
- Running database/reports/plans/articles table with external links to documents

**12:20 p.m — Presentation: Traditional Agriculture/Cultural Uses in the “Green Corridor” area**

- Acequia uses and water sharing in the Rio Hondo and surrounding stream systems

**1:45 p.m. — Updates and Next Steps**

- Assignments for February 15 meeting: Water Quantity (Wet Water)
- General updates on “Green Corridor” projects and funding
- Other

**2 p.m. — Adjourn**



## **AGENDA**

### **Regular Meeting (Online/In Person)**

#### **Northern Pueblos Regional Transportation Planning Organization**

Online: <https://us06web.zoom.us/j/85495718668?pwd=K2lWSi9vSW1BNGZ2TVdpMGsremFpUT09>

Meeting ID: 854 9571 8668

Passcode: 908979

Dial-In Option: + 1 720 707 2699

In person: SANTA FE BUSINESS INCUBATOR, 3900 Paseo del Sol, Santa Fe, NM 87507,  
Conference Room A

### **Wednesday, February 7, 2024, 10:00 AM to Noon**

- I. Call to order
- II. Pledge of Allegiance
- III. Opening Prayer
- IV. Welcome & Introductions/Comments from the Public
- V. Roll Call
- VI. Approval of the Agenda
- VII. Approval of Minutes: Regular Meeting, January 10, 2024
- VIII. Federal Agency Updates
- IX. **Presentation: Scoping for Pueblo of Nambé Improvements Project** (Nambé Pueblo)
- X. **Presentation/Discussion: Rec Trails Program Funding Update** (NPRTPO Staff)
- XI. **Presentation: Jemez Pueblo Trails Project – Planning and Funding** (Jemez Pueblo)
- XII. **Presentation/Discussion: State Transportation Project Fund (TPF) Call** (NPRTPO Staff)
- XIII. NMDOT Updates from District 5, Planning, Tribal Liaison, and LTAP Board
- XIV. NPRTPO Planner/Program Manager Updates and Announcements
- XV. New Business
  - a. Upcoming meeting locations and topics
    - **March 6, 2024** - Location: Taos County; Topics: RTP Rating and Ranking
    - **April 3, 2024** – Location: TBD; Topics: ICIP Training/Refresher; TPF Update
  - b. Other items from NPRTPO members or the public
- XVI. Adjourn

**Pursuant to the Americans with Disabilities Act (ADA) of 1990, if anyone requires assistance, please contact Felicity Fonseca at (505) 356-9098 at least 3 days prior to the meeting date.**



*"Our founders outlined an ambitious program at a time when regional cooperation was still a new idea. Although times and resources have changed, we still work to achieve our original purpose of improving the quality of life in our member communities."*

# Agenda

2:30 AM

## Welcome, Intro to the Taos County Comprehensive Plan, Review of Sept Meeting

3:25 PM

### 1st Table Rotation

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Small group conversation at your table focused on the 'what,' 'how,' and 'who' of identified action areas.

4:05 PM

### 2nd Table Rotation

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Small group conversation at your table focused on the 'what,' 'how,' and 'who' of identified action areas.

5:00 PM

### Networking/Social Hour

## About this event

Taos County Economic Development and Rural Partners Network (RPN) are pleased to convene a second county-wide leadership summit to continue the conversations and action-planning that began in September, 2023. These gatherings are intended to establish a community-driven, co-created economic development vision for Taos County. While some of our community challenges may not be new, we hope that by inviting local, regional, and Federal partners together we can create action around fresh approaches that provides lasting impact for our communities.

With this convening, we will review the economic development needs, challenges, and opportunities that were surfaced during the first discussions in September. We'll work in small groups to identify actions and leaders for each priority area. As with our first Summit, this convening will support collaboration, strengthen our network(s), and provide an opportunity for cross-sector and cross-jurisdictional listening. Ideally, this session will generate energy for informing our Comprehensive Planning.

Join us for this convening on January 25, 2024 from 2:30pm-5:00pm with networking and social time immediately following.

This event will be held at The Sagebrush Inn and Suites Conference Center in Chamisa I.

Many thanks to the **LOR Foundation** for sponsoring this event. Listening first, LOR works with rural communities in the Mountain West to enhance livability and prosperity while preserving the character that makes each community unique.

In case you're curious as to who we hope will attend this summit, Taos County has invited the following partners:

- Enchanted Circle Trails Association
- Kit Carson Electric Co-op
- Lor Foundaiton
- New Mexico Economic Development Department
- New Mexico Department of Finance and Administration (DFA)
- North Central New Mexico Economic Development District
- Office of Representative Kristina Orteiz
- Office of Representative Teresa Leger Fernandez
- Office of Senator Ben Ray Lujan
- Office of Senator Martin Heinrich
- Office of State Representative Joseph Sanchez
- Office of State Representative Susan Herrera
- Office of State Senator Bobby Gonzales
- Office of State Senator Pete Campos
- Picuris Pueblo
- Questa Economic Development Fund
- Red River Economic Development
- Regional Development Corporation
- Taos Arts Council
- Taos County
- Taos County Chamber of Commerce
- Taos County Cooperative Extension Service
- Taos County Economic Development Corporation
- Taos Housing Partnership
- Taos Land Trust
- Taos Mainstreet
- Taos Pueblo
- Taos Pueblo Development Corporation
- Taos Ski Valley
- Taos Small Business Development Center
- Taos Soil & Water Conservation District
- Town of Red River
- Town of Taos
- UNM Hive
- UNM-Taos
- US Forest Service Carson National Forest
- Village of Questa
- Village of Taos Ski Valley

## **Organized by**

Taos County & Rural Partners Network

PUBLIC WORKS UPDATE  
February 19, 2024

- Water:
  - Conducted monthly water sampling.
  - The water system has been running well. The Public Works Department has no issues to report with the system.
  - The Village has purchased another hydrant meter to keep track of water sales to contractors.
  - The RFP for Water Meter Pilot Project for Ultrasonic Meters and Software went out and will be advertised in the Taos News and Albuquerque Journal newspapers.
  
- Wastewater:
  - DMR will be submitted on 2/15/24. Public Works Department will report the results next month.
  - Update on the Sewer Plant: membranes on train 1 were installed and completed on 1/12/24. Trains 1 and 2 are up and running and handling the high flows the Village has been bringing in. Prodigy (the Village contractors) were also here for plant start-up.
  - The Village has also submitted the response and documentation to EPA -Mr. David Esparza regarding the sewer plant inspection on 01/18/2024. We are currently waiting for a response from Mr. Esparza.



- Staff:

- The Public Works Department has hired a new laborer/operator, Matthew Vasquez, who started 1/31/24.
- Kevin Cisneros, Public Works Supervisor, has submitted an application to test for his Wastewater levels. We are currently waiting for the test date.

- Roads:

- The Village Public Works crew is working hard to keep the roads open and safe after the last big snowstorms the Village has had.

- Equipment:

- The new John Deere loader is up and running and is now in the Village fleet.
- The Public Works Department has continued to do regular maintenance on equipment on non-snow days.

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

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**AGENDA ITEM TITLE: PUBLIC HEARING:** 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:** February 16, 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 necessary 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 a minor revision. On January 8, 2024, the Planning Commission also recommended the ordinance amendment to Council for adoption. The Council agreed to publish and post the amended Ordinance at their January 19, 2024 meeting and a public hearing is scheduled during their regular meeting on February 16.

No additional public comments nor Council member recommendations have been received since the January meeting approval to publish and post the amended Ordinance. One small change, noted in red, was suggested by the Village Administrator.

**RECOMMENDATION:** The Village Staff recommends a motion to adopt **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 and/or other electrical service infrastructure nearat the boundary of each property. Once a property owner is notified by the Village that a meter box and/or other electrical service infrastructure fored underground electrical service is installed and operational-forat 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 convertconversion 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 nearat 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 Eenforcement Qofficer 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 CommissionCommittee. 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  
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 **and/or other electrical service infrastructure** near the boundary of each property. Once a property owner is notified by the Village that a meter box **and/or other electrical service infrastructure** for underground electrical service is installed for 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 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 near a particular property shall initiate the requirement to underground electrical service for 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 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 Code Enforcement Officer of extenuating circumstances 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. 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 \_\_\_\_ 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**

---

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: February 16, 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. The Village of Taos Ski Valley Fire Department will have two more vehicles to house before month end February.

However, the Village does not presently have the funds required to engage in the process to purchase the condominium unit of 3130 square feet.

See Project Participation Agreement 1/25/2022. 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. Attached (vtsv.org)

Funding for this project is a top priority in the Village's requests to the 2024 legislative session \$2,500,000.

TSVI proposed 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 final lease document supplied by TSVI for the Fire Station, beyond minor changes, has substantial language change that requires Council approval.

**STAFF RECOMMENDATION:** Staff therefore recommends that the Village Council Approval of the proposed Interim Lease Agreement with/without a purchase option. The current lease agreement sets the purchase option price at \$2,100,000 per Valbridge appraisal, after a 2-year lease, or a value established by a similarly derived appraisal. However, if not grant funded the Village will not be able to purchase the Fire House at \$2.1m or even \$1m and is not required to purchase the space no matter how much the Firehouse is needed.

**COPPLER LAW FIRM, P.C.**  
A PROFESSIONAL CORPORATION

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February 9, 2024

Mayor and Council Members  
Village of Taos Ski Valley

**Re: Proposed Lease Agreement for Fire Station (Condominium Unit 101 of TSVI office complex) – Council Agenda of February 16, 2024**

Mayor and Councilors:

This lease agreement is being brought back before you for review and approval because of a proposed amendment that we believe needs Council approval. There have also been a few minor editorial changes since the version that was presented to you at the meeting of January 19, 2024. Changes and corrections are as follows:

- ¶ D: ISO rating changed from Class 6 to Class 5 (reflecting an improvement in the rating).
- Former ¶ H: Deleted because inaccurate. On review, it has been found that DIF has been paid for the upper floors of the building, but is still owed for the ground floor including Unit 101. Arrangements are being made for payment.
- ¶ 1: Contact information inserted in the table. Name and email address of Carroll Griesedieck will be added in final.
- ¶¶ 6.2 and 6.2.1: **This is the proposed language that we believe requires Council approval.** Taos Ski Valley, Inc., proposes clarifying language to reflect that any reappraisal of the property at the time the Village may elect to exercise its purchase option will be performed in accordance with the **Special Purpose Cost and Land** method that, in the appraisal recently performed, resulted in a value of approximately \$ 2.1 million. This can be expected to result in a higher appraised value than methods used in situations where there is an active market for the type of property being appraised. (For example, in the recent appraisal those methods generally led to a valuation of about \$ 1.55 million.) In short, if the Village exercises the purchase option, the Village can expect to pay \$ 2.1 million. TSVI proposes the insertion of Paragraph 6.2.1 to further clarify the process.
- ¶ 39: Commercial lease agreements typically contain a Notice paragraph with the parties' contact information. It occurred to the parties' attorneys that the paragraph had been omitted, so it is now added.

COPPLER LAW FIRM, P.C.

/s/

John L. Appel

**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 #56 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.~~

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

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

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

#### **Agreement**

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

#### **1. Basic Lease Provisions.**

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

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|   |  |
|---|--|
|   | <u>Email:</u><br>Telephone: (575) 776-1145   |
| Property  | Real property located at 9 Firehouse Road, Taos Ski Valley, New Mexico, and described as TSV Firehouse, a Condominium, in that certain Condominium Declaration for TSV Firehouse, a Condominium, filed for record on January 4, 2024, in Book 1187, page 113, as Instrument Number 000475528, records of Taos County, New Mexico ("Condominium Declaration").  |
| Premises  | Unit 101 on the Property, together with a nonexclusive right to use common elements and other portions of the Property in common with others. The Premises consist of approximately 3,139.68 interior square feet, as shown on <u>Exhibit A</u> and as described in the Condominium Declaration.   |
| Term  | Two (2) years, beginning on the Commencement Date and expiring on the earlier of: (i) the conveyance of the Premises to Tenant pursuant to the Option described in Section 6, or (ii) at 11:59 p.m. on December 31, 2026; subject to a further one (1) year extension.   |
| Rent  | \$1,000.00 monthly, plus all sums required to be paid by Tenant pursuant to this Lease, as may be incurred by Tenant from time to time. <u>No security deposit is required.</u>  |
| Landlord Payments; Utilities; Condo Assessments; Trash and Snow Removal | Landlord shall pay all costs for trash and condominium association assessments. If not accomplished by the condominium association governing the Property to be known as "TSV Firehouse Association (the "Association"), Landlord shall be responsible for snow removal on the Property and will ensure that the road leading to the Property is regularly plowed until dedication to the Village. Tenant shall pay all costs of electricity, gas, water and sewer service, and other utilities serving the Premises |
| Option to Purchase  | At any time during the Term of this Lease, and subject to funding, Tenant/Village may purchase the Condominium Unit 101 (the firehouse facilities) in fee simple for \$2,100,000.00 (approved value as of October 27, 2023) or the appraised fair market value of Unit 101 at the time of closing, whichever is less, <u>less</u> the total amount of rent paid to Landlord by Tenant.   |

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

3. **Acceptance of the Premises.** Tenant has inspected the Premises and accepts the Premises in their "as is" condition. By occupying the Premises, Tenant shall be deemed to have accepted the same as suitable for Tenant's purpose (fire station) and to have acknowledged that Tenant will comply with Tenant's obligations under this Lease. Except as expressly provided in this

Lease, Landlord shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises or any improvements, furnishings, fixtures, trade fixtures or equipment constructed, installed or used on or in the Premises.

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

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

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

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

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

6.2.1. Updated Appraisal Option for Village. The Village may elect to update the 2023 Appraisal, at the Village's expense, for an option as to the value of the Premises in the

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

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

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

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

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

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

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

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

6.4.5. Tenant's exercise of its Option to Purchase Unit 101, and closing on its purchase of Unit 101 from Landlord, is entirely subject to funding of the purchase through grants and loans and the Village's own budget, and the Village shall suffer no liability for 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 to limit the use of single-use plastics in its operations (to the extent feasible and not inconsistent with the use of Unit 101 as a fire station) and to work with Landlord to align with its waste management practices.

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

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

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

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

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

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

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

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

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

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

**17. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Formatted: Underline

38.

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

Formatted: Normal, Indent: Left: 0.5"

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

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

**Landlord:**

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

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

**Tenant:**

VILLAGE OF TAOS SKI VALLEY, a New Mexico Municipal Corporation

DATED: \_\_\_\_\_ By: \_\_\_\_\_  
Chris Stanek  
Its: Mayor

Attest:

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

Approved by Action of the Village Council at its meeting  
held on January 19, 2024.

**Exhibit A**

**Premises**



**Valbridge**  
PROPERTY ADVISORS

## Appraisal Report

Firehouse Condominium  
Firehouse Road  
Taos Ski Valley, Taos County, New Mexico 87525  
Report Date: October 27, 2023



FOR:

Taos Ski Valley Inc.  
Mr. Peter Talty, VP  
116 Sutton Place  
Village of Taos Ski Valley, New Mexico 87525

**Valbridge Property Advisors |  
New Mexico**

974 Campbell Road, Suite 204  
Houston, Texas 77024  
(713) 467-5858 phone  
(713) 467-0704 fax  
[valbridge.com](http://valbridge.com)

Valbridge File Number:  
NM01-23-1237-000



974 Campbell Road, Suite 204  
Houston, Texas 77024  
(713) 467-5858 phone  
(713) 467-0704 fax  
valbridge.com

October 27, 2023

Bruce Gunderson, MAI  
505-226-7961  
Bgunderson@valbridge.com

Mr. Peter Talty, VP  
Taos Ski Valley Inc.  
116 Sutton Place  
Village of Taos Ski Valley, New Mexico 87525

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

RE: Appraisal Report  
Firehouse Condominium  
Firehouse Road  
Taos Ski Valley, Taos County, New Mexico 87525

Dear Mr. Talty:

In accordance with your request, an appraisal of the above referenced property was performed. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to the value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report.

The subject is a three-bay, firehouse condominium unit on the ground floor of a three-level mixed-use office building on Firehouse Road. The estimated net building area of the condominium unit is approximately 3,140 square feet (interior area paint-to-paint). The gross floor area building area including outside perimeter walls to the interior demising walls is approximately 3,464 square feet. The entire project three-level building area totals approximately 16,840 net square feet. The project land area encompasses 0.5 acres. Aside from the subject firehouse, the balance of the building includes a first level US Post office station and community room, a second level finished office level, and a third level bonus 1/2 story future office space.

The condominium site project consists of a platted 0.5-acre tract from the existing 20.3223-acre larger land tract and is further identified as tax parcel 1081161187542. The subject unit will represent an 18.64% fractional interest in the total condominium building project.

The client in this assignment is Taos Ski Valley Inc. and the intended users of this report are Firehouse Development LLC, The Village of Taos Ski Valley, the State of New Mexico Fire Marshall and the State of New Mexico Department of Finance and Administration and no others. The intended use is to assist the client in their determination of the fee simple market value upon completion of improvements for funding the transfer of the property between Firehouse Development LLC and the Village of Taos Ski Valley. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The challenges faced with appraising the traditional market value for this class of special purpose or public property is that there are few examples where fire stations are sold on the open market. Commonly, a public property has a public use value or public interest value that does not follow open market norms. Market value would assume other potential uses for the property by buyers or tenants that may find certain features suitable for a particular adaptive reuse.

Therefore, I have included an indication of the estimated cost of the condominium unit and the fractional contributory value of the underlying land to show the relationship between special purpose cost and a market value if sold on the open market. Again, most public firehouse stations are built-to-suit for their special public benefit value instead of their market value.

The analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; and the requirements of our client.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

#### Extraordinary Assumptions:

- It is assumed the proposed improvements will be completed in a workman-like manner in accordance with the provided plans and cost budget upon the completion.

#### Hypothetical Conditions:

- The value estimate is based on establishing a condominium horizontal property regime with defined unit spaces and fractional interest allocations with provisions for property maintenance and expense allocations.
- The subject has not been completed and will be considered as if completed and stabilized as of the date of value..

The value conclusions are based on the analysis in the following report and presented in the following table:



### Value Conclusion

| Component                              | Prospective As If Complete      |
|--|---------------------------------|
| Value Type                             | Market Value                    |
| Real Property Interest                 | Fee Simple Condominium Interest |
| Effective Date of Value                | January 1, 2024                 |
| <b>Value Conclusion - Market Value</b> | <b>\$1,550,000</b>              |
|  | <b>\$493.63 PSF</b>             |
| <b>Special Purpose Cost and Land</b>   | <b>\$2,100,000</b>              |
|  | <b>\$668.79 PSF</b>             |

Respectfully submitted,  
Valbridge Property Advisors | New Mexico



Bruce R. Gunderson, MAI  
Director  
New Mexico License #03167-G

# Table of Contents

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|  |     |
|--|-----|
| Cover Page   |     |
| Letter of Transmittal  |     |
| Table of Contents .....  | 5   |
| Summary of Salient Facts .....                                   | 6   |
| Aerial and Front Views.....                                      | 8   |
| Location Map .....   | 10  |
| Introduction.....  | 11  |
| Scope of Work.....   | 15  |
| Regional and Market Area Analysis.....                           | 17  |
| City and Neighborhood Analysis .....                             | 20  |
| Site Description.....  | 25  |
| Improvements Description .....                                   | 37  |
| Subject Photographs.....   | 46  |
| Assessment and Tax Data .....                                    | 48  |
| Highest and Best Use Analysis .....                              | 49  |
| Land Valuation.....  | 51  |
| Cost Approach.....   | 65  |
| Sales Comparison Approach.....                                   | 76  |
| Income Capitalization Approach .....                             | 90  |
| Reconciliation.....  | 94  |
| Analysis of Pending Contract.....                                | 95  |
| Exposure Time and Marketing Period .....                         | 95  |
| National Quality Control.....                                    | 95  |
| General Assumptions and Limiting Conditions .....                | 96  |
| Certification – Bruce Gunderson.....                             | 101 |
| Addenda .....  | 102 |
| Additional Subject Photographs.....                              | 103 |
| Letter of Engagement .....                                       | 105 |
| Glossary .....   | 139 |
| Qualifications .....   | 147 |
| Valbridge Property Advisors Information / Office Locations ..... | 149 |

## Summary of Salient Facts

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### Property Identification

|                      |  |
|----------------------|--|
| Property Name        | Firehouse Condominium  |
| Property Address     | Firehouse Rd<br>Taos Ski Valley, Taos County, New Mexico 87525 |
| Latitude & Longitude | 36.595691, -105.454807   |
| Tax Parcel Number    | 1081161187542  |
| Property Owner       | Taos Ski Valley Inc.   |

### Site

|                    |                                 |
|--------------------|---------------------------------|
| Zoning             | (C-B, Commercial/Business Zone) |
| FEMA Flood Map No. | 35055C0675E                     |
| Flood Zone         | X                               |
| Gross Land Area    | 21,780 square feet              |
| Usable Land Area   | 4,060 square feet               |

### Existing Improvements

|                                |                         |
|--------------------------------|-------------------------|
| Property Use                   | Fire House              |
| Occupancy                      | 100.0% - Owner occupied |
| Gross Building Area (GBA)      | 3,464 sf                |
| Net Rentable Area (NRA)        | 3,140 sf                |
| Number of Stories              | 3                       |
| Year Built                     | 2023                    |
| Condition                      | New                     |
| Construction Class             | C - Masonry             |
| Construction Quality           | Good                    |
| Percent Office                 | 23.0%                   |
| Clear Height                   | 16'                     |
| Condominium Fractional Interst | 18.64%                  |
| Garage Parking                 | 3 spaces                |

### Valuation Opinions

|                                  |                            |
|----------------------------------|----------------------------|
| Highest & Best Use - As Vacant   | Resort uses                |
| Highest & Best Use - As Improved | Special purpose fire house |
| Reasonable Exposure Time         | 12 months                  |
| Reasonable Marketing Time        | 12 months                  |

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### Value Indications

| Approach to Value                               | Prospective As If Complete |
|---|----------------------------|
| Sales Comparison - Land of entire site          | \$830,000                  |
| Sales Comparison - Fractional Land Contribution | \$154,000                  |
| Cost  | \$2,100,000                |
| Depreciated Cost                                | \$1,550,000                |
| Sales Comparison                                | \$1,490,000                |
| Income Capitalization                           |                            |
| Direct Capitalization                           | \$1,560,000                |

### Value Conclusion

| Component                              | Prospective As If Complete      |
|--|---------------------------------|
| Value Type                             | Market Value                    |
| Real Property Interest                 | Fee Simple Condominium Interest |
| Effective Date of Value                | January 1, 2024                 |
| <b>Value Conclusion - Market Value</b> | <b>\$1,550,000</b>              |
|  | <b>\$493.63 PSF</b>             |
| <b>Special Purpose Cost and Land</b>   | <b>\$2,100,000</b>              |
|  | <b>\$668.79 PSF</b>             |

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

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**AGENDA ITEM TITLE:** Consideration to Approve **Resolution No. 2024-565** Requesting a Budget Adjustment (BAR) to the FY2024 Budget, increasing revenues and expenses in the Wastewater Enterprise Fund to accommodate the 2023/24 increased contractor cost not currently in the budget.

**DATE:** February 16, 2024.

**PRESENTED BY:** Carroll Griesedieck, Finance Officer

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:** Last November the Village of Taos Ski Valley contracted with Prodigy Builders (Exhibit A) for assistance in the operations and maintenance support of the Water and Wastewater Utility Systems. The current budget for the Wastewater Fund does not accommodate this cost. A budget adjustment is needed to add this expense into the FY23/24 budget. As a result of the increased revenues expected it is also possible to increase the revenue line item in this budget, resulting in a net zero change to the budgeted fund ending balance.

| <u>FUND</u>  | <u>ACCOUNT</u>                       | <u>AMOUNT</u> | <u>TYPE</u> |
|--------------|--------------------------------------|---------------|-------------|
| 50300 WW Ent | 44230 Utility Service Fees           | \$60,000      | Revenue     |
| 50300 WW Ent | 55030 Contract-Professional Services | \$60,000      | Expense     |

**RECOMMENDATION:**

Staff recommends approval of **Resolution No. 2024-565** to amend the budget for FY2024 increasing the revenues and expenses in the Wastewater Enterprise Fund to accommodate the 2023/2024 increased contractor cost not currently in the budget.

## Service Agreement

Between Village of Taos Ski Valley And Prodigy Builders Inc.

This service agreement is made and entered into on this 1<sup>st</sup> day of November, 2023, by and between Village of Taos Ski Valley, located at PO Box 100, Village of Taos Ski Valley, NM 87525 hereinafter the "Owner"), an entity in the state of New Mexico and Prodigy Builders Inc., organized under the laws of the state of New Mexico, located and doing business at 4829 GTO Dr. SW Albuquerque, NM 87105, and (505) 918-1340 and [prodigybuilders@gmail.com](mailto:prodigybuilders@gmail.com) (hereinafter the "Consultant").

### 1. Recital

- a. Whereas the Owner needs assistance in the operations, and maintenance support of their wastewater utility system.
- b. Whereas the Consultant has agreed to perform operations and maintenance support of the wastewater Owner.

### 2. Description, Scope of Work & Responsibilities of Consultant

Consultant shall perform the following services for Owner:

To act as consultant to provide operations and maintenance support of the Owner's wastewater system. Consultant services shall also include but is not limited to the following:

#### A. General

- a. The Consultant shall be responsible for the professional quality, technical accuracy, reports, and other services furnished by the Consultant under this Agreement. If this Agreement involves data generation, the Consultant shall comply with EPA and/or NMED quality assurance requirements. The Consultant shall keep the Owner informed of the performance of the Consultant duties under this Agreement.
- b. Inform Owner of system deficiencies and make recommendations for repairs.
- c. The Consultant shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and requirements in effect on the date of execution of any assistance agreement for the Specified Term.
- d. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The Consultant shall not be responsible for any circumstances beyond the Consultant's control.
- e. The Consultant's obligations under this clause are limited to those items required by this agreement.
- f. The Consultant shall inform the Owner immediately upon learning of any change of circumstance that effects the ability of the Consultant to perform the services detailed in

EXHIBIT A

this contract, including, but not limited to, loss of driver's license, loss of operator certification or personal health constraints.

- g. Provide an operator certified by the State of NM at the level required by the State of NM for Owner's system.
- h. Perform all work in accordance with generally accepted professional practices, all applicable local, state, and federal laws, rules and regulations.

**B. Specific Requirements of Agreement**

**a. Routine Operations-Monthly** during standard work hours (7:00a to 4:00p Monday through Friday)

- i. For the above-referenced project, we include the following items monthly.
- ii. WW4 operator on site 1 day per week for the first 3 months. Includes labor, vehicle and standard tools carried in vehicle.
- iii. WW4 operator on site 1 day every two weeks for the second 3 months. Includes labor, vehicle and standard tools carried on vehicle.
- iv. Remote support of system via online access provided by the Owner. Remote support via phone, facetime, or other means for troubleshooting. This is an average of 5 hours per week.
- v. Review of NPDES-DMRs, NMED LADs, and provide feedback for corrections and changes as needed
- vi. Provide an operator certified by the State of NM as required. WW4 for wastewater.

**b. Time and Material/Additional costs**

- i. Any item not expressing listed above as routine operations.
- ii. Administrative and Project Management items to include but not limited to
  - 1. Updating/creating log sheets or other information
  - 2. Updating/creating sampling plan, emergency response plan, or other plans reports required by NM Drinking Water Bureau
  - 3. Reporting other than listed above.
- iii. Respond to NM one call (811) requests for line locates if required.
- iv. Perform preventative or routine maintenance not listed above under routine operations.
- v. Non-Standard hours for operations.
- vi. Respond to wastewater line leaks or system and repair or procure contractor to repair.
- vii. Coordinate with the NMED on the regulatory issues, non-routine samples or repeat samples as required.
- viii. Meet with Engineer, Owner, and provide Owner with recommendations for improvement and upgrades.
- ix. Serve as point of contact for future source water protection efforts.
- x. Assist NMED in taking required samples.
- xi. Provide e-mail status on operational issues of interest to the designated representative, as reasonably requested.
- xii. Other duties as Owner & Consultant may deem necessary.
- xiii. This list is not meant to be all inclusive but provides examples for reference.

### 3. Responsibilities of the Owner

- a. The Owner shall designate in writing a person authorized to act as the Owner's representative. The Owner or its representative shall receive, examine, and maintain documents submitted by the Consultant.
- b. Owner shall be responsible for repairing or bringing to compliance all deficiencies noted by the Consultant.
- c. The Owner shall provide to the Consultant full and free access to enter upon all property required for the performance of the Consultant's services under this Agreement.
- d. The Owner shall retain copies of Documents for information and reference in connection by Owner. Any such reuse or modification without written verification or adaptation by Owner will be at Owner's sole risk and without liability or legal exposure to the Consultant. Any verification or adaptation as stated above, will entitle Consultant to further compensation at rates to be agreed upon by Owner and Consultant.

### 4. Compensation

- a. For items listed above under 2.B.a Routing Operations the Owner shall pay the consultant **\$9690.00 Per month when on site once per week, or \$6719.00 when on site once every two weeks.**
- b. For items listed above under 2.B.b Time and Material Additional Costs Owner shall pay the hourly rate for labor per **attachment A**. Materials, Subcontractors, equipment not on schedule B or other costs as needed will be billed at cost plus 15%. Consultant will provide receipts and/or other means of support for such billings.
- c. The Consultant shall submit monthly invoices to Owner for work performed as part of section 2.B.a.  
The Consultant shall submit monthly invoices to the Owner for work performed as part of section 2.B.b.
  - i. **GRT will be added to each/all invoices for service under 2.B.a & 2.B.b.**
- d. Properly submitted invoices shall be paid within thirty (30) calendar days of the invoice being submitted. If Owner objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to pay only that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

### 5. Independent Contractor

The parties intend that the independent contractor-client relationship will be created by this Agreement. No employee, agent; representative or subcontractor of the Consultant shall be or shall be deemed to be the employee, agent representative or subcontractor of the Owner. None of the benefits provided by the Owner to its employees, including but not limited to compensation, insurance and unemployment insurance are available from the Owner or the employees, agents, representatives, or subcontractors of the Consultant. On or before the effective date of this Agreement, Consultant shall file, maintain and/or open all necessary records with the Internal Revenue Services and the State of New Mexico to establish Consultants status as an independent contractor.

### 6. Term



- a. The term of this Agreement shall commence on 1 November 2023 and shall have an initial term of six (6) months and renew automatically for one (1) each six (6) month term unless terminated earlier as provided in the agreement.
- b. Rates for routine operations and time and material costs shall be adjusted yearly upon renewal with a minimum 30-day notice prior to renewal of what the increase will be. The increase will be calculated using the CPI rate for the month closest to the 30-day notice. .

**7. Termination**

Consultant or Owner may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on this this Agreement. After termination, Owner may take possession of all records and data within the Consultant's possession pertaining to the services required by this agreement. Items that are not proprietary to the Consultant may be used by Owner without restriction. Upon termination of this Agreement, Consultant shall be entitled to receive compensations for services rendered up to the date of termination and reimbursement for all costs and fees incurred by the Consultant as a direct result of services rendered to Owner up to the date of termination. The final payment shall be processed and paid like other payments as provided in paragraph 2 above. The Consultant shall not be entitled to receive compensation or reimbursement for any services furnished by the Consultant after the date of termination.

**8. Discrimination**

Consultant or any person acting on behalf of the Consultant shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employee relates.

**9. Indemnification**

Consultant shall defend, indemnify and hold Owner, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement.

Owner shall defend, indemnify and hold Consultant, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement.

**10. Insurance**

The Consultant shall procure and maintain for the duration of the Agreement, standard General Liability insurance. The coverage shall contain no special limitations with the scope of protection afforded to the Owner, its officers, officials, employees, agents, representatives or volunteers. Consultant agrees to provide Owner with certificates of insurance evidencing the required coverage. Claims can only be filed on the basis of intentional negligence and with the Consultant acting on her own outside the normal industry practices. Pursuant to law, the Consultant shall maintain a Workers Compensation Policy with limits equal to or greater than the requirements of the state of New Mexico including waiver of subrogation in favor of Woodlands.

**11. Work Performed At Consultants Risk**

Consultant shall take all necessary precautions and shall be responsible for her own safety in the performance of the contact work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultants own risk and Consultants shall be responsible for any loss or damage to vehicles, tools, materials, or other articles used or held for use in connection with the work.

- This Agreement shall be interpreted under the laws of the state of New Mexico, Bernalillo County.
- Any provision or part of the contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding.

The parties below execute this Agreement, which shall become effective on 1 November 2023

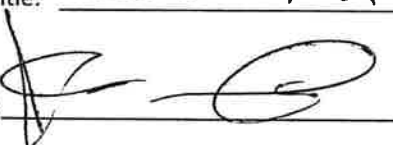
Consultant: Prodigy Builders Inc.

Name & Title: Drew Padilla Shareholder

Signature:  Date: 11/1/23

Owner: Village of Taos Ski Valley

Name & Title: John Avila Village Administrator

Signature:  Date: 11-1-23

**Attachment A- Bid Schedule-Prodigy Builders Inc.**

| Bid Item | Description   | No of Units  | Unit          | Unit Price             | Ext Price              |
|----------|---|--------------|---------------|------------------------|------------------------|
|          | <b>Monthly Operations</b>   |              |               |                        |                        |
| 1        | Monthly Operations- Level 4 operator on site one day per week. Remote monitoring & Control of System, remote coordination with crews (average of 5 hours per week) Operator of record for system  | 3            | Mo            | \$ 9,696.00            | \$ 29,088.00           |
| 2        | Monthly Operations- Level 4 operator on site one day every two weeks. Remote monitoring & Control of System, remote coordination with crews (average of 5 hours per week). Operator of record for system  | 3            | Mo            | \$ 6,719.00            | \$ 20,157.00           |
| 3        | <del>Water Operations-Visit site monthly and take back to lab, remote monitoring of SCADA Mission system, remote support for system (5hours per week)quarterly reporting to State is required. This is an alternate bid. Acceptance or rejection of this item does not affect other bid items</del> | <del>1</del> | <del>MO</del> | <del>\$ 2,163.00</del> | <del>\$ 2,163.00</del> |
|          | <b>Time and Material</b>  |              |               |                        |                        |
| 5        | Hourly Rate PM-Standard Hours   | 1            | HR            | \$ 72.40               | \$ 72.40               |
| 6        | Hourly Rate Level 4 Operator (WW or W)-Standard Hours   | 1            | HR            | \$ 99.90               | \$ 99.90               |
| 7        | Hourly Rate-Controls,Pump or other specialist -Standard Hours   | 1            | HR            | \$ 87.80               | \$ 87.80               |
| 8        | Hourly Rate-Laborer or WW1-2- Standard Hours  | 1            | HR            | \$ 72.40               | \$ 72.40               |

Initial

Initial



**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2024-565**

**A RESOLUTION REQUESTING A BUDGET ADJUSTMENT TO THE  
FY2024 BUDGET (BAR) TO INCREASE REVENUES AND EXPENSES IN THE  
WASTEWATER ENTERPRISE FUND TO ACCOMMODATE THE CONTRACTOR COST  
NOT CURRENTLY IN THE FY24 BUDGET.**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on February 16, 2024 proposes to make an adjustment to the Fiscal 2023-2024 budget as follows:

| <b>FUND</b>  | <b>ACCOUNT</b>                       | <b>AMOUNT</b> | <b>TYPE</b> |
|--------------|--------------------------------------|---------------|-------------|
| 50300 WW Ent | 44230 Utility Service Fees           | \$60,000      | Revenue     |
| 50300 WW Ent | 55030 Contract-Professional Services | \$60,000      | Expense     |

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on February 16, 2024, it considered adjustments to its budget for the Fiscal Year 2023-2024; and

**WHEREAS**, said budget was developed based on need and through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the official meetings for the review of said documents were duly advertised and posted in compliance with the State of New Mexico Open Meetings Act; and

**WHEREAS**, it is the majority opinion of this Council that the proposed budget adjustments meet the requirements as currently determined for Fiscal Year 2023-2024.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2023-2024 be amended accordingly.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023

THE VILLAGE OF TAOS SKI VALLEY

By: \_\_\_\_\_  
Christopher Stanek, Mayor

ATTEST:

\_\_\_\_\_  
Ann M. Wooldridge, Village Clerk

VOTE: For \_\_\_\_ Against \_\_\_\_

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

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AGENDA ITEM TITLE: Discussion and Direction to develop a Memorandum of Understanding with Taos Area Mutual Domestic Water and Sewer Systems to share equipment and staffing when needed.

DATE: February 16, 2024

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

Area Mutual Domestics under the organization Greater Valle de Taos Water and Wastewater Alliance. have been meeting to collaborate on actions that will protect the water supply for area residents and improve service to their customers. They have found through shared experience that operations of small water and wastewater systems are efficient when funded and used by the community but that many economic issues have made it difficult to serve their members with aging infrastructure and managing the operations with decreasing certified operators available. The small system operators have determined that they would like to work together in a Joint Power Agreement to pursue funding and support in the region and that it would also be positive to be able to share equipment and operators in times of emergency and to prepare for the Taos Region water sustainability.

While all the steps to forming a JPA are being planned, a practical step of creating a Memorandum of Understanding by which to share equipment and Operator assistance is desired. There were a handful of water emergencies last year that left people without water from 2-8 days and mutual aide was not available. The MOU would have allowed area mutual domestics to assist the community is trouble with the understanding that the cost to do so would be covered.

**STAFF RECOMMENDATION:** Staff therefore recommends that the Village Council consider Direction to continue developing a MOU with the area Mutual Domestics for emergency support of operators and equipment.

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# 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- **1:23pm**

Attendance: **21 community members**

2) Proof of the quorum (roll call note the systems that have quorum) **Quorum: West Rim** David Baca, Annie Murdock, Thorn Caristes

3) Proof of notice of meeting (each system) **Yes**

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?

- **El Salto MDWCA, had several leaks, 50 year old system that has been leaking frequently, private lines 2in that break. Concern of well, the tank was not filling, some members still without water. "you don't even think about water while you have it," First plumber bill was 6k second bill for bigger leak 7k and they are still repairing a leak. Hidden costs of running a pump.**

- Arroyo Seco MDWCA, power surge on December 15<sup>th</sup> that took out two pumps only 3 years old.
- Jose: 65 active members a leak 5 years ago was 5k, how do we plan for these emergencies?
- El Salto 90 members, how to increase rates when we are having water issues? David, Transparent clear terms resounding response raise rates! John painter “ set up a program for seeking money” Form Jose “ we have high rates because 60% goes to pay loans, they do two assessments per year on active and inactive members twice a year for about 30\$ all goes to a savings.”
- The understanding of the coming together of this group is to share resources but also be able to apply for funding as one. Economies of scale so as a whole you can prioritize needs.
- Elias in Valdez said they had a leak over Christmas 8 days without water. Main water line leak in an elbow across the ditch over 50 year old system.
- What does a system do if there is an emergency beyond local capacity? The state is going to pass a bill for dealing with emergencies but they have not yet. Neglect of the system is not the type of emergency that state wants to fund more like drought or fire.
- El Salto has a backup well they are about to drill. Other systems used funds from usda that they had to match to. To survive and increase you will need to find funding all over the place.
- El prado has spent almost 20 million in the Abeyta settlement.

7) Old Business – Updates on MOU, who has signed, who needs more time.

**Singed:** El Valle has signed, El Prado, El Salto, Llano Quemado, Upper Des Montes and Lower Des Montes West Rim, Lower Arroyo Hondo (add anyone I missed!)

**Has not signed:** (Blanca has the list)

8) New Business:

- (1) Creating collaboration goals and objectives for the year – at least one goal **Lobbying and advocacy for each other building political capital as a whole- apply for money for infrastructure-Sharing equipment and operators make sure the MOU will allow for the mechanics of sharing resources. Create a list of who has what? Create fair value for that. -Share contact information ASAP- email the list that everyone has signed**
- (2) Prioritize Collaborative Activities: Operators, Equipment, Information, Insurance, Audits, Compliance, other? **Each group bring a list of what they have to offer - Action item: Create an Addendum with a form that says we can help and what the price is. Get everyone on the same page Taos Ski Valley would like to see that.**  
**Can apply for tools and equipment- can potentially have own laboratory**  
**A manager from each entity for emergency response and planning**  
**Alliance emergency fund that can be used as match**  
**Action Item: Have each organization bring a template with information and objects from each organizations- Create a model to send home with each organization**  
**Long term John painter would like an engineer to have an inventory of all the systems in the MOU AMP PER additionally how to connect all the system together. "No body in this valley is out of water ever!"**
- (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)

Next Meeting – The fourth Wednesday of the month through October from 1-3 PM – same location. \*We will be meeting the 4<sup>th</sup> Wednesday of every month\* 1-3pm same room every time. Having a quorum is not a requirement but is welcomed and we will be sharing notes

MOU understanding agree to collaborate- once we seek funding it will be an MOA agreement.

We will create templates and send those out and we will have you prioritize

9) Adjournment

2:58pm

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

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AGENDA ITEM TITLE: Consideration to Approve the Village continuing as a member of the New Mexico Self Insurers Fund in the updated Joint Powers Agreement.

DATE: February 16, 2024

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

The Village continues to be a member of the New Mexico Municipal League and the NMML established a Self Insured Fund (SIF) amongst its members. The Members joined a Joint Powers Agreement organization with charges to manage SIF costs and pay additional indemnity coverage against damages incurred by its members. The NMML underwent a reorganization and also updated the SIF agreement for JPA members. In order to continue coverage in the SIF the Village must become a signatory to the JPA.

**STAFF RECOMMENDATION:** Staff therefore recommends that the Village Council Approval to continue in NM Self Insured Fund and become a signatory of the JPA.

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NEW MEXICO SELF-INSURERS' FUND  
FUND HEADQUARTERS  
1231 PASEO DE PERALTA • SANTA FE, NEW MEXICO 87501

Date: February 8, 2024  
From: Clinton Nicley, *Risk Services Director*, New Mexico Self-Insurers' Fund  
To: Member Insureds  
Re: Joint Powers Agreement

To Member Insureds:

At its February 7, 2024 regular meeting, the New Mexico Self-Insurers' Fund Board of Trustees formally requested that staff decline program renewals for fiscal year 2025 to non-signatories of the current joint powers agreement, which is attached to this letter for your review. You are in receipt of this correspondence because we do not have record of your executed copy of same.

We ask that you return the signature page of the attached back to our office, with advance .pdf copy emailed to me, and via mail to 129 Paseo de Peralta, Santa Fe, NM 87501 **no later than April 30, 2024**. If we do not receive an executed copy from you by that date, we intend to provide notice of non-receipt with instructions on how to avoid beginning the new fiscal year uninsured.

If you have any questions regarding above, please contact me at [cnicley@nmsif.org](mailto:cnicley@nmsif.org).

Respectfully,

A handwritten signature in blue ink that reads "Clinton Nicley".

Clinton Nicley  
*Risk Services Director*

**JOINT POWERS AGREEMENT,  
ORGANIZATION AND BYLAWS OF THE NEW MEXICO SELF INSURER'S FUND**

**ARTICLE I**

- I Definitions
- II Purpose
- III Effective Date and Duration
- IV Creation of Fund
- V Membership
- VI Board of Trustees
- VII Officers, Meetings, Procedures

**ARTICLE I**

- VIII Administrator and Staff
- IX Powers and Duties of the Board
- X Financing
- XI Additional Members, Terminating Membership
- XII Dissolution and Disposition of Property
- XIII Amendment of Agreement

The authority for this Joint Powers Agreement and bylaws and organization is found in the Joint Powers Agreements Act of the New Mexico Statutes (Sections 11-1-1 to 11-7-1 NMSA 1978), and the local insurance and pooling law, 3-62-1 and 3-62-2 NMSA 1978, as amended.

The employer members which are and may become Members of the New Mexico Self Insurer's Fund are joining together in consideration of the mutual covenants contained herein for the purposes provided in Article II of this agreement, together with such additional purposes as may be hereafter adopted or contained in the Contract and Joint Powers Agreement between the Fund and a Employer Member.

This agreement and bylaws is entered into between the undersigned Member and the New Mexico Self Insurer's Fund. Upon approval and execution, the undersigned agrees to become one of the Members of the Fund upon the conditions of membership as follows:

**ARTICLE I. DEFINITIONS**

For the purpose of this agreement and bylaws,

1. The term "municipality" shall mean any incorporated city, town, village, county or school district in the State of New Mexico;
2. The term "employer member" or "member" shall mean a municipality which has become a member of the New Mexico Self Insurer's Fund;
3. The term "fund" shall mean the New Mexico Self Insurer's Fund;
4. The term "board of trustees" or "board" shall mean the board of trustees of the New Mexico Self Insurer's Fund;
5. The term "employee" shall mean an employee of an employer member and as may be further defined by applicable contract between the Fund and an employer member, by applicable law or by the board of trustees;
6. The term "insurance" shall mean indemnification against loss, damage or liability arising from unknown or determinable contingencies, or payment of a specified amount upon determinable contingencies;
7. The term "risk" shall mean any chance of loss from contingencies or perils;
8. The term "plan" or "contract" shall mean any program for insurance or self-insurance for member employers or their employees including benefits, services, protection or indemnification for life, accident and health, worker's compensation, casualty, surety or other coverage;
9. The term "premium" or "contribution" shall mean the consideration for insurance or self-insurance as further defined by applicable contract between the fund and an employer member.

**ARTICLE II. PURPOSE**

The purposes of this agreement and bylaws are to:

1. Permit the Employer Members joining herein to make a more efficient use of their powers and resources by cooperating on a basis that will be of mutual advantage; and
2. Provide a procedure for securing benefits, services, indemnification or protection for Employer Members and their Employees relating to Insurance or self-insurance, as authorized by law, of any of the following as they are defined by applicable law:
  - A. Life Insurance for Employees of Member Employers;
  - B. Accident and Health Insurance for Employees of Member Employers;
  - C. Worker's Compensation Insurance for Member Employers and their Employees;
  - D. Casualty Insurance for Member Employers and their Employees;
  - E. Surety Insurance for Member Employers and their Employees;
  - F. Property Insurance for Member Employers; or
  - G. Vehicle Insurance for Member Employers and their Employees.

**ARTICLE III. EFFECTIVE DATE AND DURATION**

The effective date of this agreement and bylaws shall be November 1, 1982, or upon approval by the State Secretary of Finance and Administration as provided by the Joint Powers Agreements Act, whichever is later. The Fund shall continue from year to year, without the necessity of a formal renewal by any Member, after its adoption upon its initial membership in the Fund, unless sooner dissolved or extended by mutual agreement.

**ARTICLE IV. CREATION OF FUND, OFFICE**

To carry out the purposes of this agreement and bylaws, the New Mexico Self Insurer's Fund is created, which Fund is formed, financed, organized, shall operate and may be dissolved in accordance with the provisions of this agreement and bylaws and any Contract between the Fund and a Member. The principal office and situs of the Fund is located at 1231 Paseo de Peralta, Santa Fe, New Mexico 87501.



#### ARTICLE V. MEMBERSHIP

Membership in the New Mexico Self Insurer's Fund shall consist of those Employer Members which are or become parties to this agreement and contract for insurance with the Fund. Each Member which participates in a Plan or Contract with the Fund shall be entitled to one vote on elections of Fund officers which shall be cast by the governing body, or its designated agent.

#### ARTICLE VI. BOARD OF TRUSTEES

1. There shall be a Board of eleven (11) trustees for the New Mexico Self Insurer's Fund elected from among the Members of the Fund, with at least one trustee representing an Employer Member in each of the seven (7) districts established by the New Mexico Municipal League, except that the initial appointments shall be made by the New Mexico Municipal League board of directors as follows: three (3) trustees shall be appointed for one-year terms; four (4) trustees shall be appointed for two-year terms; and four (4) trustees shall be appointed for three-year terms. Upon the expiration of those initial terms, the trustees shall be elected for three-year terms commencing on the first day of October after their election.

2. Each trustee shall be an elected or appointed officer of a Member of the Fund. If a trustee ceases to be an elected or appointed officer of a Member of the Fund, the trustee's position shall be deemed vacant.

3. Any vacancy on the Board of Trustees shall be filled by appointment by the chairman with the advice and consent of the remaining trustees for any unexpired term.

4. Trustees may be reimbursed for their time and expenses as are incurred in the performance of their duties as authorized by applicable law and by the Board. No trustee nor the administrator appointed in Article VII shall incur any liability for any action, or failure to act, in such capacity except for gross negligence or willful misconduct.

5. A trustee may be removed from office by a two-thirds (2/3) vote of the other members of the Board for cause, or for failure to attend three (3) consecutive regularly scheduled meetings of the Board without justification acceptable to the chairman.

#### ARTICLE VII. OFFICERS, MEETINGS, PROCEDURES

The trustees shall elect from among their membership a chairman, vice-chairman and a secretary. The Board shall fix the date, time and place of regular meetings. The Board shall hold a regular meeting, which shall be the annual meeting, at which officers shall be elected following a nomination and voting of Members in accordance with a procedure adopted by the Board of Trustees. Special meetings may be called by the chairman, and in his absence the vice-chairman, or any three (3) members of the Board.

Six (6) trustees shall constitute a quorum for the transaction of business, but any official action of the Board must have a favorable vote by a majority of the trustees of the Board as constituted except as otherwise provided in this agreement and bylaws. The Board shall adopt such procedures as are deemed necessary and desirable for the conduct of its business.

#### ARTICLE VIII. ADMINISTRATOR AND STAFF

The executive director of the New Mexico Municipal League, or his designee, shall serve as administrator and treasurer of the Fund. The Board of Trustees may appoint such other employees, deputy treasurers, or employ or contract for legal counsel, actuaries or other consultants, as it deems necessary to administer to provide for the Plans, policies or services established pursuant to these bylaws.

#### ARTICLE IX. POWERS AND DUTIES OF THE BOARD

A. The Board of Trustees may establish and manage any of the Plans, policies and other services contemplated in this agreement and bylaws and the Contract or agreement between the Fund and a Member, and may:

1. Prepare specifications, request bids, and enter into any Contract for the purpose of underwriting, administering or providing any part or all of the Plans, policies or services on behalf of and with Member Employers;

2. Determine the rates, risks, benefits and terms of any Plans, policies or services contemplated in this agreement; adjust the rates and benefits based on claim experience at ten percent to affected Member Employers;

3. Provide for individual or collective underwriting or other agreements for Member Employers in any Plan, policy or service; serve as the policyholder of any group policies or Plans; determine the methods of claim administration and payment; provide for claim experience for Member Employers collectively or separately;

4. Determine the amount of Contributions or appropriations required from Member Employers for the purpose of participating in any part or all of the Plans, policies or services established pursuant to this agreement and bylaws;

5. Establish standards for eligibility of Member Employers or Employees in any Plan, policy or service, and procedures for enrollment and withdrawal in any Plan, policy or service; and establish effective dates of coverage. The Board shall be the sole judge of whether or not an Employer Member may be admitted to membership;

6. Provide for the administration of the fund or funds established in Article X, for the manner of payments to such fund and for payment of all expenses in connection with the Plans, policies or services which may be established; and establish procedures for safekeeping, handling and investing such fund or funds and any monies received or paid;

7. Establish the duties and records of the administrator to enable the correct billing of Premiums and fees, enrollment of Member Employers and their Employees, and payment of claims;

8. Serve as an appeals body for complaints of Member Employers and their Employees regarding allowance and payment of claims, eligibility and other matters, and establish procedures for grievances of Member Employers and Employees;

9. Study the operation of Plans, policies or services, gross and net costs, administrative costs, benefits, utilization of benefits and claims administration;

10. Incur expenses; acquire and hold property, and enter into agreements necessary to accomplish the purposes of this agreement and bylaws; exercise the full power and authority of any Member of the Fund when requested to do so by the Member governing body; or otherwise provide for necessary activities to accomplish the purposes of this agreement;

11. Provide for annual audit by an independent certified public accountant and for regular financial statements to account for income, expenses, assets and liabilities of the Fund;

12. Provide for independent audit of claim handling procedures, payments and overall operations of the Fund.



B. As the directors of the self-insurance Fund, the Board shall primarily and constantly keep foremost in their deliberation and decisions in operating the Fund that accounts of each of the participating Members are to be maintained separately to reflect Premiums, losses and experience of each Member. At least annually, the Board shall carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Members, the experience rating modification developed or earned by each of the Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Member, and the pro rata portion of the cost of all catastrophic loss protection reinsurance and aggregate stop loss reinsurance allocated to each Member, as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Fund, in order to reasonably determine the actual pro rata cost, expense and loss experience of each Member and in order to maintain as nearly as possible an equitable and reasonable "self-insurance" administration of the Fund as applied to each Member.

C. The Fund shall maintain cash reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due. The Fund shall also establish and maintain a reserve for return of contributions to insure further the fiscal integrity of the Fund in the event of a potential, adverse loss development. This reserve shall be calculated on a Fund year basis, and shall be held for a multi-year period in the decreasing amounts computed as a percent of earned normal Contributions, as set by the Board.

#### ARTICLE X. FINANCING

The Board of Trustees shall establish a fund or funds as it deems necessary for the purpose of, but not limited to, the following:

1. Payment of Premiums or fees for any part of the Plans, policies or services established pursuant to this agreement and bylaws;
2. Payment of necessary expenses approved by the Board;
3. Payment of claims;
4. Payment of administration expenses; or
5. Payment of other expenses incurred in accomplishing the purposes of this agreement and bylaws.

All monies paid to such fund or funds shall be held in the name of the Fund. After payment of any expenses authorized and compensation of the administrator or other employees and other incidental expenses, any remaining money shall be held for the benefit of the Fund.

The Board shall provide for the manner and dates for preparation by the administrator of an annual budget and reports on the financial condition of any fund or funds.

Each Member Employer shall pay for all costs, Premiums, or other fees attributable to its respective participation in any Plan, policy or service established under this agreement and bylaws, and shall be responsible for its obligations under any Contract entered into with the Fund.

#### ARTICLE XI. ADDITIONAL MEMBERS, PARTICIPATION, TERMINATING MEMBERSHIP

A. Any eligible Member, as defined in Article I, may join the Fund by adoption of the Joint Powers Agreement by its governing body in accordance with the procedures of the Joint Powers Agreements Act. Any Member may withdraw from the Fund by a resolution of its governing body after sixty (60) days notice is given in writing to the chairman of the Board of Trustees. Any withdrawing Member shall relinquish all voting rights and privileges. Any and all claim of title or interest to any asset of the Fund after its withdrawal from the Fund shall be as determined by the Board of Trustees, in accordance with this agreement and bylaws and the Contract. The Fund may be terminated by a two-thirds (2/3) vote of the Board of Trustees as constituted.

B. Participation by a Member in any Contract of Insurance offered by the Fund becomes effective at the date and time shown on the certificate or declarations and may be terminated by sixty (60) days written notice of intent to terminate by either party unless otherwise specified under the terms herein or by resolution of the Board. In the event that the Member fails or refuses to make the payments of Premiums as herein provided, the Fund reserves the right to terminate such Member by giving ten (10) days written notice and to collect any and all Premiums that are earned pro rata for the period preceding Contract termination. Interest, collection expenses or penalties may also be levied for non-payment of Premium as the Board of Trustees may decide. No liability shall accrue to the Fund or its Members for any injury or accident occurring to an Employee of a Member after the effective date of the termination notice.

C. The safety engineering services of the Fund are designed to assist Members in following a plan of loss control that may result in reduced losses. The Member agrees that it will cooperate in instituting any and all reasonable safety regulations that may be recommended for the purpose of eliminating or minimizing hazards that would contribute to losses. In the event that the recommendations submitted by the Fund seem unreasonable, the Member has a right to appeal to the Board of Trustees. The Board shall hear the objections of the Member at its next regularly scheduled or special meeting and its decision will be final and binding on all parties.

D. The Member agrees that it will appoint a coordinator of department head rank, and that the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the coordinator shall be binding upon the Member. The Member reserves the right to change the coordinator from time to time by giving written notice to the Fund.

E. The Fund agrees to handle any and all covered claims after notice of injury or claim has been given, and provide a defense. The Member hereby appoints the Fund as its agent and attorney in fact to act in all matters pertaining to processing and handling of claims and shall cooperate fully in supplying any information needed or helpful in such defense. The Fund shall carry on all negotiations and negotiate within authority granted it. If a personal appearance by the Member or an Employee is necessary, the expense of this appearance will be paid by the Member unless otherwise agreed. The Fund will retain and supervise legal counsel on behalf of and at the expense of the Fund necessary for the prosecution of any litigation. All decisions on individual cases shall be made by the Fund, which includes the decision to appeal or not to appeal a final ruling and decision. However, any Member shall have the right in any case involving one of their Employees, to consult with the Fund on any decision made. The Board shall hear the objections of the Member at its next

regularly scheduled or special meeting and their decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be in the name of the Member. Notwithstanding any provisions of this paragraph, all reports and filings required by the Workmen's Compensation Act and the state of any employer will be the responsibility of the Member.

F. The Member agrees to abide by this Agreement and Bylaws and Resolutions of the Board, and any amendments thereto.

G. The Fund and its agents are authorized at all reasonable times to inspect all work places, machinery, appliances and equipment of the Member, and books, contracts, and records related to payroll, employment job class, Premium, expenditures, or similar financial and employment data during the Member's enrollment in the Fund and within two (2) years after final termination of membership in the Fund.

#### ARTICLE XII. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by the Fund shall be vested in the Fund. In the event of termination of the Fund, such property shall belong to the Members of the Fund according to their participation in the Fund and in accordance with criteria developed by the Board of Trustees. Upon partial or complete termination of the Fund, the vote of at least two-thirds (2/3) of the Board of Trustees of the Fund is binding in all respects as to the disposition of property and dissolution of the Fund. The Board of Trustees shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Fund.

#### ARTICLE XIII. AMENDMENT

These bylaws may be amended from time to time upon:

1. Recommendation of any member of the Board of Trustees and approval by at least two-thirds (2/3) of the Board of Trustees as constituted; or

2. Petition proposed by at least twenty percent (20%) of the Members of the Fund and approval by at least two-thirds (2/3) of the members of the Board of Trustees as constituted.

Any proposed amendment shall be circulated to trustees at least thirty (30) days prior to the date that approval is required by the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands by this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Member Name

\_\_\_\_\_  
By: Signature of Authorized Officer

\_\_\_\_\_  
Name (Print) and Title

The Coordinator for the Member is \_\_\_\_\_ Fiscal Officer

Date Adopted by Board: November 1, 1982,  
Approved by Secretary of Finance and Administration: /s/ Denise D. Fort  
March 11,

Amended May 19, 1984  
Ratified August 14, 1985

Consolidated December 29, 1986 in One Document  
(Bylaws and Joint Powers Agreement)

Amended June 26, 1987, Articles I, II and V by striking "or employer" in Article I paragraph 2; by adding F and G to Article II; and by changing "or" to "and" and adding "which participates in a Plan or Contract with the Fund" on lines 2 and 3 of Article V.