



2

**VILLAGE COUNCIL REGULAR MEETING AGENDA
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, OCTOBER 18, 2024 1:00 PM**

- 1. CALL TO ORDER AND NOTICE OF MEETING**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. APPROVAL OF THE MINUTES OF THE AUGUST 16, REGULAR 2024 VILLAGE COUNCIL MEETING, the SEPTEMBER 13, 2024 VILLAGE COUNCIL SPECIAL MEETING, and the OCTOBER 4, 2024 SPECIAL MEETING**
- 5. A. CITIZEN'S FORUM** –for non-agenda items only. Limit to 5 minutes per person (please email 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**
 - A.** Consideration to Approve Appointment of Parks and Recreation Committee Member Roster
- 9. STAFF REPORT**
- 10. OLD BUSINESS**

PUBLIC HEARING: Consideration to Approve Adoption of **ORDINANCE 2025-15** Amending ORDINANCE 2022-15 REVISING THE PLANNING AND ZONING COMMISSION MEMBERSHIP, SELECTION, APPOINTMENT, TERMS OF OFFICE AND REMOVAL FROM OFFICE; ESTABLISHING THE DUTIES AND POWERS OF THE COMMISSION
- 11. NEW BUSINESS**
 - A.** Consideration to Accept Dedication of Space for a Proposed Designated U.S. Post Office from TSVI in the new Village Firehouse/TSVI Office Building
 - B.** Consideration to Approve Creation of a Village of Taos Ski Valley position of Project Manager
 - C.** Discussion and Consideration to Approve Lodgers Tax Board's Recommendations for Changes to FY25 Lodgers Tax Budget
- 12. MISCELLANEOUS**
- 13. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL**
- 14. ADJOURNMENT**



**VILLAGE COUNCIL REGULAR MEETING DRAFT MINUTES
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, AUGUST 16, 2024 1:00 PM**

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 Stanek

Councilor Caldwell

Councilor Turner

Councilor Stagg

Councilor Wittman

3. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as written

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

4. APPROVAL OF THE MINUTES OF THE JULY 11, 2024 VILLAGE COUNCIL SPECIAL MEETING and the JULY 19, 2024 VILLAGE COUNCIL REGULAR MEETING

MOTION: To approve the minutes of the July 11, 2024, Village Council Special Meeting and the July 19, 2024 Village Council Regular Meeting as presented

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

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

A. Chamber of Commerce Director Dan Vaughan thanked everyone who participated in the Up & Over event and said that it was extremely successful.

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 comments 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: Councilor Wittman reported a meeting was held on August 5, 2024 at 1:00. Two of the items discussed are on the agenda at this meeting, consideration to publish and post a revised P&Z Commission Ordinance, and a revised ICIP for discussion. A variance was requested for a front yard setback at 2 Chipmunk Lane. This item was discussed and the Commission tabled the item. The next meeting of the P&Z Commission will take place on September 9, 2024 at 1:00 p.m. (Note: this meeting was later cancelled.)

B. Public Safety Committee: Councilor Caldwell reported on a meeting that was held on Monday August 5, 2024, at 10:00 a.m. The Committee introduced its newest members, Michael Chandler, and Bob Thomas. The underground electrical project, water meter pilot project, and trash drop off were discussed.

B.Firewise Community Board

Board Chair Caldwell said that they are investigatin

D. Parks & Recreation Committee: Board Chair Woodard stated they did meet at their new time of 10:00 a.m. in July. The Committee will not have a meeting in August. The next meeting will be in September on the 24th at 10:00 a.m. The meetings have included discussions of all the work that has been active and the status of where they are. Other items discussed are the activities being collaborated on with TSV Inc. in the Kachina Basin. The Committee is also engaging with the Enchanted Circle Trails Association to help with the development of a Trails Plus grant.

E. Lodger's Tax Advisory Board: Councilor Stagg stated no meeting was held, no report

7. **REGIONAL REPORTS:** Chief Vigil, Robert Wooldridge, and Ann Marie Wooldridge met with the USFS, and Taos Land & Cattle Company on the USFS Wheeler Peak Sustainable Operation Plan.

8. MAYOR REPORT

A. Consideration to Approve Mayor's Appointment for a Village Administrator Interview Committee

MOTION: To Approve Mayor's Appointment for a Village Administrator Interview Committee

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

Mayor Stanek stated a search committee was selected to interview for the position of the next Village Administrator. The people selected for the committee seats are as follows: Village Staff include Chief Vigil and Carroll Griesedieck. Others selected include Councilor Turner, Joan Woodard, Wilson Scanlan, and Bob Corroon.

B. Consideration to Approve Mayor's Appointment to the Public Safety Committee

MOTION: To Approve Mayor's Appointment to the Public Safety Committee

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

Mayor Stanek appointed Michael Chandler and Bob Thomas to the Public Safety Committee.

C. Consideration to Approve Mayor's Appointment to the Parks and Recreation Committee

MOTION: To Approve Mayor's Appointment to the Parks and Recreation Committee

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

9. **STAFF REPORT:** Chief Vigil summarized the Village Staff's individual reports.

10. **OLD BUSINESS:** No reports

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

11. NEW BUSINESS

- A. Consideration to Approve **Resolution No. 2025-589**, Approving the Village of Taos Ski Valley 2026-2030 Infrastructure Capital Improvement Plan

MOTION: To Approve **Resolution No. 2025-589**, Approving the Village of Taos Ski Valley 2026-2030 Infrastructure Capital Improvement Plan

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

- B. Consideration to Approve Publishing and Posting **ORDINANCE 2025-15** Amending **ORDINANCE 2022-15** REVISING THE PLANNING AND ZONING COMMISSION MEMBERSHIP, SELECTION, APPOINTMENT, TERMS OF OFFICE AND REMOVAL FROM OFFICE; ESTABLISHING THE DUTIES AND POWERS OF THE COMMISSION

MOTION: To Approve Publishing and Posting **ORDINANCE 2025-15** Amending **ORDINANCE 2022-15** REVISING THE PLANNING AND ZONING COMMISSION MEMBERSHIP, SELECTION, APPOINTMENT, TERMS OF OFFICE AND REMOVAL FROM OFFICE; ESTABLISHING THE DUTIES AND POWERS OF THE COMMISSION (**MOTION AMENDED**) to include the terms of the Board Chair to a 2 year term

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

Councilor Wittman stated the major changes that take effect in this ordinance are the terms of office for the Commissioners. The Village is moving to two- year terms rather than four- or six-year terms. The Commissioners currently serving four- or six-year terms will finish out their terms. The mayor may also reappoint another Commissioner if the current Commissioner is not performing the tasks required of the Commission.

12. MISCELLANEOUS: No reports

13. 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 September 20, 2024, at 1:00 p.m. via zoom. (Note: this meeting was later cancelled. The next meeting will take place on October 18, 2024.)

14. ADJOURNMENT

MOTION: To adjourn the meeting

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

Attest: _____

Mayor Chris Stanek

Village Clerk, Ann Marie Wooldridge

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



VILLAGE COUNCIL SPECIAL MEETING MINUTES
VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, SEPTEMBER 13, 2024 11:30 A.M.

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

The special meeting of the Village Council was called to order by Mayor Chris Stanek at 11:30 a.m. Notice of the meeting was properly posted

2. **ROLL CALL**

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

Governing Body Present:

Mayor Stanek

Councilor Turner

Councilor Stagg

Councilor Wittman

3. **APPROVAL OF THE AGENDA**

MOTION: To approve the agenda as written

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

DISCUSSION: Mayor Stanek stated this meeting will not have a closed session

4. **NEW BUSINESS**

5. **A. Consideration to Confirm Mayor's Appointment to Village of Taos Ski Valley Village Administrator**

MOTION: To Confirm Mayor's Appointment to Village of Taos Ski Valley Village Administrator

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

DISCUSSION: Mayor Stanek has proposed the next Village Administrator as Breck Craig. Breck Craig was chosen by the Village Administrator Interview Committee. The search committee made a unanimous decision in choosing Mr. Craig

6. **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 September 20, 2024 at 1:00 p.m. via zoom

7. **ADJOURNMENT**

MOTION: To adjourn the meeting

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

Attest:

Mayor Chris Stanek

Ann Marie Wooldridge, Village Clerk

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



VILLAGE COUNCIL SPECIAL MEETING
DRAFT MINUTES
VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, OCTOBER 4, 2024 11:00 A.M.

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

The special meeting of the Village of Taos Ski Valley Council was called to order by Mayor Chris Stanek at 11:00 a.m. Notice of meeting was properly posted.

2. **ROLL CALL**

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

Governing Body Present:

Mayor Stanek

Councilor Caldwell

Councilor Turner

Councilor Stagg

Councilor Stagg

Councilor Wittman

3. **APPROVAL OF THE AGENDA**

MOTION: To approve the agenda as written

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

4. **NEW BUSINESS**

5. **A. Consideration to Confirm Mayor's Appointment to Village of Taos Ski Valley Village Administrator**

MOTION: To Confirm Richard Bellis as the Mayor's Appointment to the position of Village of Taos Ski Valley Village Administrator

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

B. Consideration to Confirm Mayor's Appointment to Village of Taos Ski Valley Planning & Zoning Commissioner

MOTION: To Confirm Scott Hall as the Mayor's Appointment of Scott Hall as a Village of Taos Ski Valley Planning & Zoning Commissioner

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

6. **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 October 18, 2024 at 1:00 p.m. via zoom

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

7. **ADJOURNMENT**

MOTION: To Adjourn the meeting

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

Attest: _____

Mayor Chris Stanek

Village Clerk, Ann Marie Wooldridge

Village of Taos Ski Valley

Parks & Recreation Committee Report to Village Council

October 18, 2024

Regular meeting was held September 24, 2024 at 10 am. At the meeting the committee reviewed the activities of the summer:

- hanging flower baskets---have been removed for the season; total cost for the season was over \$4000

- at Kachina Basin, recreation gear and gear box were deployed in collaboration with TSVI; this gear and disc golf gear are now stowed for the winter

- Kachina Vista Park –brush cleared by RMYC and awaiting the Public Works to return heavy road equipment to TSVI, and to clear dirt and rock which has been pushed on a neighboring lot adjacent to Kachina Vista Park

- RMYC has conducted four work sessions. During the sessions they deployed 6 picnic tables, created a short trail to a picnic area along Lake Fork, cleaned up the eastern wetlands area from blow down event damage, cleared and widened the Ramming trail, and other various trail maintenance

- Hiker Parking has been extensively used; the vault toilet will close at the end of October and one porta pottie will be provided

- Fall cleanup campaign had modest participation

The chair reported on an upcoming meeting with Hart Howerton to discussion conceptual design documents to support a funds request from state legislature for renovation of Hiker Parking.

The committee hosted Loren Bell from Enchanted Trails Association for discussion of assistance to prepare a Trails+ grant application. The application will include the development a comprehensive plan with community input, and refurbishment of chairlift benches on Ramming Trail as well as additional trail work.

Finance Report for October 18, 2024 Meeting:

Revenues September 2024:

GRT: This month last year: \$98,555

Last Year YTD: \$216,424

This month this Year: \$129,587

This Year YTD: \$247,196

Lodgers Tax:

This month last year: \$25,638

YTD Last year: \$70,430

This Month this year: \$25,092

YTD This year YTD: \$71,488

REVENUES:

- We received **\$34,037** in hold harmless GRT revenue in September which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is up 14.2% from last year.
- Fiscal YTD Combined Water and Sewer revenues collected are down 6% from last year.
- Fiscal YTD Lodger's tax collections are up 1.5% from last year.
- Fiscal YTD Building/Zoning permits (includes planning fees) are up significantly from last year. This is mostly due to ST B Hotel permit & planning fee paid FY25.
- The Village received **no \$** in property tax collections in September 2024, due to TSV property tax correction resulting in \$321.98 negative net balance which will be taken from the October disbursement. FYTD Property Tax Collections are down 27% from last year.
- The TIDD received **\$330,163** in GRT in September 2024.

EXPENSES:

- July 24-Sept 24 vs same period LY are increased mostly due to due to:
- **Firehouse Rent**
- **Field Supplies** for FD \$20,000, reimbursed by grant.
- **Employee Training** FD purchase of Target Solutions learning program. & Secor Pipe Welding training for PW.
- **Advertising** for open positions.
- **Rent of Road Equipment** started sooner than last year.
- Increased **supplies** for Lab chemicals.
- Increased **payroll costs** FY25 increased OT in Law Enforcement, EMS, FD, Water, Wastewater esp. for PW-Water line and FD-Battle Mountain.
- Added **Software**: Locality Media for Fire Dept.
- **Capital purchases/acquisitions** – RMYC Trail work, Materials for Phoenix SB water line replacement, equipment for FD command vehicle, New Truck LE, Booster Station payments for infrastructure.
- Increased **Insurance** premiums for FY25.

SeptemberOctober

GRANTS

We are currently tracking 17 active Grants.

6 with DOT

5 with NMED

3 Fire Grants

1 NFL grant

1 ARPA grant

1 WTB award pending

All reimbursement requests for expenses paid to date have been filed. Most have been received.

All requested documents for the FY24 audit prep have been submitted.

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 sunset 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.

GRT rates for VTSV will go from 8.9375% to 9.4375% for the period of July - Dec 2024.

This increase of 0.5% is due to the county rate increase for addition of the County Hospital Increment 0.5%. The Village Municipality does not receive any of the county grtx portion currently, and so the total % to VTSV is unaffected by this rate increase. The entire 0.5% grtx rate increase for this period will be entirely allotted to the county.

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.

The state portion going entirely to the state is 3.650%.

The county portion going entirely to the county is 2.125%, up from 1.625% the previous period.

Preliminary Statement of Revenue Expenses
July - September 24 vs July - September 23

FY through		9/30/2024	9/30/2023		
Account	Title	Balance	Balance	Change	% Change
41100	Franchise Tax	\$ 16,428.44	\$ 15,166.45	\$ 1,261.99	8.32%
41250	Gross Receipts Tax - Municipal	\$ 135,578.67	\$ 123,869.00	\$ 11,709.67	9.45%
41258	GRT - Municipal Tax HH	\$ 62,071.34	\$ 49,192.20	\$ 12,879.14	26.18%
41259	CMP - Compensating Tax	\$ 11,844.66	\$ 1,172.71	\$ 10,671.95	910.02%
41260	ITG - Interstate Telecom Gross	\$ 22.00	\$ 23.85	\$ (1.85)	-7.76%
41500	Property Tax - Current	\$ 10,444.63	\$ 14,333.11	\$ (3,888.48)	-27.13%
42401	GRT Shared - Municipal Equival	\$ 80,547.72	\$ 73,616.71	\$ 6,931.01	9.41%
43300	Building Permit	\$ 102,362.00	\$ 14,428.99	\$ 87,933.01	609.42%
43400	Business Licenses/Registration	\$ 5,180.00	\$ 3,215.00	\$ 1,965.00	61.12%
43500	Liquor Licenses	\$ -	\$ -	\$ -	
43800	Zoning Permits	\$ 67,210.29	\$ 13,373.51	\$ 53,836.78	402.56%
43900	Other Licenses and Permits	\$ 7.50	\$ 22.50	\$ (15.00)	-66.67%
44270	Impact Fees	\$ 18,764.50	\$ 23,876.07	\$ (5,111.57)	-21.41%
44990	Other Charges for Services	\$ 30,117.41	\$ 30,903.78	\$ (786.37)	-2.54%
45050	Parking Fines	\$ 350.00	\$ 2,300.00	\$ (1,950.00)	-84.78%
46030	Interest Income	\$ 89,847.65	\$ 90,155.24	\$ (307.59)	-0.34%
46040	Investment Income	\$ 1,976.23	\$ 2,180.78	\$ (204.55)	-9.38%
46900	Miscellaneous - Other	\$ 87,012.53	\$ 593.70	\$ 86,418.83	14555.98%
47120	State Law Enforcement Approp	\$ 37,500.00		\$ 37,500.00	#DIV/0!
47140	Small Cities Assistance (TRD)	\$ -	\$ -	\$ -	#DIV/0!
47100	State - Fire Marshall Allotmen	\$ 251,933.00	\$ 249,810.00	\$ 2,123.00	0.85%
47110	State - Law Enforcement Protec	\$ 101,000.00	\$ -	\$ 101,000.00	#DIV/0!
41300	Lodgers' Tax	\$ 71,487.88	\$ 70,429.50	\$ 1,058.38	1.50%
42300	Gas Tax for General Purposes	\$ 1,304.97	\$ 1,302.37	\$ 2.60	0.20%
42601	Motor Vehicle Fees	\$ 6,034.04	\$ 5,756.57	\$ 277.47	4.82%
47499	Other State Grants	\$ 27,539.20	\$ -	\$ 27,539.20	#DIV/0!
47399	Other State Distributions (res	\$ 44,314.80	\$ -	\$ 44,314.80	#DIV/0!
47700	Federal - LG Abatement	\$ -	\$ -	\$ -	#DIV/0!
42700	Cannabis Excise Tax	\$ -	\$ -	\$ -	#DIV/0!
46010	Contributions/Donations	\$ 555.00	\$ 963.00	\$ (408.00)	-42.37%
44220	Water Use Fees	\$ 49,392.01	\$ 52,728.86	\$ (3,336.85)	-6.33%
44230	Utility Service Fees	\$ 197,567.99	\$ 210,915.59	\$ (13,347.60)	-6.33%
Total Income		\$ 1,508,394.46	\$ 1,050,329.49	\$ 458,064.97	43.61%

Preliminary Statement of Revenue Expenses
July - September 24 vs July - September 23

Account	Title	Balance	Balance	Change	% Change
51010	Salaries - Elected Officials	\$ 9,191.49	\$ 6,487.32	\$ 2,704.17	41.68%
51020	Salaries - Full-Time Positions	\$ 360,062.97	\$ 357,847.67	\$ 2,215.30	0.62%
51040	Salaries - Part-Time Positions	\$ -	\$ -	\$ -	#DIV/0!
51060	Salaries - Overtime	\$ 29,762.00	\$ 5,264.84	\$ 24,497.16	465.30%
52010	FICA - Regular	\$ 23,214.97	\$ 22,551.88	\$ 663.09	2.94%
52011	FICA - Medicare	\$ 5,429.32	\$ 5,274.25	\$ 155.07	2.94%
52020	Retirement	\$ 37,161.24	\$ 35,682.41	\$ 1,478.83	4.14%
52030	Health and Medical Premiums	\$ 70,487.23	\$ 71,733.26	\$ (1,246.03)	-1.74%
52040	Life Insurance Premiums	\$ 475.74	\$ 344.75	\$ 130.99	38.00%
52050	Dental Insurance Premiums	\$ 4,621.82	\$ 4,789.33	\$ (167.51)	-3.50%
52060	Vision Insurance Medical Premi	\$ 789.14	\$ 818.83	\$ (29.69)	-3.63%
52080	Other Insurance Premiums	\$ 427.07	\$ 381.46	\$ 45.61	11.96%
52100	Workers' Compensation Premium	\$ 98.90	\$ -	\$ 98.90	#DIV/0!
52120	Workers' Compensation (Self In	\$ 9,121.00	\$ 6,629.00	\$ 2,492.00	37.59%
52999	Other Employee Benefits	\$ 613.31	\$ 500.00	\$ 113.31	22.66%
53010	Travel - Elected Officials	\$ 633.89	\$ 447.45	\$ 186.44	41.67%
53030	Travel - Employees	\$ 3,385.33	\$ 2,101.44	\$ 1,283.89	61.10%
54010	Maintenance & Repairs - Buildi	\$ 1,990.00	\$ 871.62	\$ 1,118.38	128.31%
54040	Maintenance & Repairs - Vehicl	\$ 4,853.09	\$ 1,721.65	\$ 3,131.44	181.89%
54050	Maintenance & Repair - Furnitu	\$ 12,503.36	\$ 13,593.31	\$ (1,089.95)	-8.02%
55010	Contract - Audit	\$ -	\$ -	\$ -	#DIV/0!
55020	Contract - Attorney Fees	\$ 4,505.73	\$ 8,762.39	\$ (4,256.66)	-48.58%
55030	Contract - Professional Servic	\$ 229,524.82	\$ 348,087.84	\$ (118,563.02)	-34.06%
55999	Contract - Other Services	\$ -	\$ 40.29	\$ (40.29)	-100.00%
56010	Software	\$ 31,325.49	\$ 16,758.82	\$ 14,566.67	86.92%
56020	Supplies - General Office	\$ 12,433.46	\$ 11,761.68	\$ 671.78	5.71%
56030	Supplies - Field Supplies	\$ 21,024.68	\$ 2,609.00	\$ 18,415.68	705.85%
56040	Supplies - Furniture/Fixtures/	\$ 11,782.69	\$ 21,326.94	\$ (9,544.25)	-44.75%
56050	Supplies - Janitorial/Maintena	\$ 61.91	\$ 917.16	\$ (855.25)	-93.25%
56090	Supplies - Safety	\$ 2,093.79	\$ 2,016.59	\$ 77.20	3.83%
56120	Supplies - Vehicle Fuel	\$ 11,573.76	\$ 9,820.92	\$ 1,752.84	17.85%
56999	Supplies - Other	\$ 30,592.08	\$ 21,110.25	\$ 9,481.83	44.92%
57040	Election Costs	\$ -	\$ -	\$ -	
57050	Employee Training	\$ 11,243.38	\$ 4,294.85	\$ 6,948.53	161.79%
57060	Grants to Sub-recipients	\$ 92,250.02	\$ 302,250.01	\$ (209,999.99)	-69.48%
57070	Insurance - General Liability/	\$ 241,381.94	\$ 140,752.23	\$ 100,629.71	71.49%
57080	Postage	\$ 1,433.03	\$ 455.94	\$ 977.09	214.30%
57090	Printing/Publishing/Advertisin	\$ 7,669.86	\$ 536.72	\$ 7,133.14	1329.02%
57130	Rent of Equipment/Machinery	\$ 73,575.00	\$ 59,250.00	\$ 14,325.00	24.18%
57140	Rent of Land/Building	\$ 6,632.70	\$ 629.70	\$ 6,003.00	953.31%
57150	Subscriptions & Dues	\$ 3,587.91	\$ 4,349.80	\$ (761.89)	-17.52%
57160	Telecommunications	\$ 6,595.35	\$ 6,749.05	\$ (153.70)	-2.28%
57170	Utilities - Electricity	\$ 17,388.30	\$ 11,651.83	\$ 5,736.47	49.23%
57171	Utilities - Natural Gas	\$ 1,712.80	\$ 1,198.14	\$ 514.66	42.95%
57172	Utilities - Propane/Butane	\$ -	\$ -	\$ -	#DIV/0!
57999	Other Operating Costs	\$ 17,908.71	\$ 13,981.90	\$ 3,926.81	28.08%
58010	Buildings & Structures	\$ -	\$ -	\$ -	#DIV/0!

Preliminary Statement of Revenue Expenses
July - September 24 vs July - September 23

58020	Equipment & Machinery	\$ 6,240.00	\$ -	\$ 6,240.00	#DIV/0!
58040	Infrastructure	\$ 582,589.61	\$ 24,589.65	\$ 557,999.96	2269.25%
58080	Vehicles	\$ 52,410.00	\$ -	\$ 52,410.00	#DIV/0!
58090	Roadways/Bridges	\$ -	\$ 68,990.49	\$ (68,990.49)	-100.00%
58999	Other Capital Purchases	\$ 12,166.75	\$ 10,042.07	\$ 2,124.68	21.16%
59010	Debt Service - Principal Payme	\$ 38,018.41	\$ 37,295.87	\$ 722.54	1.94%
59020	Debt Service - Interest Paymen	\$ 41,405.54	\$ 42,128.08	\$ (722.54)	-1.72%
Total Expense		\$ 2,143,949.59	\$ 1,709,398.68	\$ 434,550.91	25.42%

61100	Transfers In	\$ (302,119.87)	\$ (564,859.20)	\$ 262,739.33	-46.51%
61200	Transfers Out	\$ 302,119.87	\$ 564,859.20	\$ (262,739.33)	-46.51%
		\$ -	\$ -		

net income		\$ (635,555.13)	\$ (659,069.19)	\$ 23,514.06	-0.035677681
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VILLAGE OF TAOS SKI VALLEY
GROSS RECEIPTS & LODGER'S TAX COLLECTION SUMMARY

Gross Receipts Tax
CURRENT RATE = 9.3125%

GROSS RECEIPTS

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2014	\$32,785.51	\$20,399.76	\$33,382.63	\$32,521.83	\$42,153.17	\$47,625.85	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,868.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,568.97	\$658,464.77	\$858,587.84	\$1,067,531.84	\$1,299,098.68	\$1,369,944.64
FY 2016	\$37,891.82	\$20,239.04	\$97,742.38	\$25,839.07	\$197,397.64	\$95,985.99	\$224,614.99	\$103,161.00	\$166,682.00	\$180,838.00	\$201,624.53	\$38,366.93
YTD	\$37,891.82	\$58,130.86	\$155,873.24	\$181,712.31	\$379,109.95	\$475,095.94	\$699,710.93	\$802,871.93	\$969,553.93	\$1,150,391.93	\$1,352,016.46	\$1,390,383.39
FY 2017	\$119,909.94	\$55,423.48	\$87,873.13	\$142,357.47	\$41,995.22	\$148,618.10	\$142,636.32	\$187,613.18	\$204,129.97	\$165,451.68	\$208,890.93	\$76,774.96
YTD	\$119,909.94	\$175,333.42	\$263,206.55	\$405,564.02	\$447,559.24	\$596,177.34	\$738,813.66	\$926,426.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,864.17	\$48,702.07	\$58,630.68	\$75,354.62	\$89,599.77	\$118,550.59	\$207,717.57	\$250,972.85	\$212,959.98	\$187,022.24	\$243,419.70	\$35,925.42
YTD	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,558,719.66
FY2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,062.46
FY2020	\$73,181.77		\$83,775.61		\$88,409.53	\$146,106.99	\$125,934.38	\$319,335.98	\$239,931.17	\$274,561.13	\$264,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,652,811.41
FY2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06	\$122,193.28	\$251,925.28	\$236,440.15	\$214,210.24	\$289,075.34	\$55,873.27
YTD	\$68,159.90	\$142,393.78	\$188,880.72	\$270,929.98	\$360,870.36	\$510,135.42	\$632,328.70	\$884,253.98	\$1,120,694.13	\$1,334,904.37	\$1,623,979.71	\$1,679,852.98
FY2022	\$68,717.19	\$41,194.60	\$84,767.28	\$114,462.17	\$87,852.52	\$130,134.55	\$101,812.08	\$288,224.10	\$264,254.52	\$288,432.00	\$387,016.42	\$60,037.50
YTD	\$68,717.19	\$109,911.79	\$194,679.07	\$309,141.24	\$396,993.76	\$527,128.31	\$628,940.39	\$917,164.49	\$1,181,419.01	\$1,469,851.01	\$1,856,867.43	\$1,916,904.93
FY2023	\$54,648.70	\$35,075.40	\$68,454.10	\$80,723.22	\$126,212.90	\$125,573.69	\$142,615.65	\$296,312.84	\$293,244.12	\$267,784.55	\$346,834.02	\$55,904.39
YTD	\$54,648.70	\$89,724.10	\$158,178.20	\$238,901.42	\$365,114.32	\$490,688.01	\$633,303.66	\$929,616.50	\$1,222,860.62	\$1,490,645.17	\$1,837,479.19	\$1,893,383.58
FY2024	\$77,579.64	\$40,289.61	\$98,554.84	\$140,391.56	\$171,645.23	\$176,712.83	\$77,799.85	\$311,401.34	\$335,799.64	\$268,969.17	\$328,037.21	\$90,293.01
YTD	\$77,579.64	\$117,869.25	\$216,424.09	\$356,815.65	\$528,460.88	\$705,173.71	\$782,973.56	\$1,094,374.90	\$1,430,174.54	\$1,699,143.71	\$2,027,180.92	\$2,117,473.93
FY2025	\$70,564.27	\$47,044.25	\$129,587.46									
YTD	\$70,564.27	\$117,608.52	\$247,195.98	\$247,195.98	\$247,195.98	\$247,195.98	\$247,195.98	\$247,195.98	\$247,195.98	\$247,195.98	\$247,195.98	\$247,195.98

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 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,668.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88	\$8,960.06	\$6,207.19	\$6,521.15	\$71,990.70	\$56,655.53	\$68,454.45	\$74,080.27	\$1,667.88	\$3,332.25
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,338.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY2019	\$8,692.23	\$17,791.85	\$15,936.00	\$15,977.48	\$11,905.77	\$18,255.86	\$89,403.18	\$100,794.38	\$105,205.05	\$122,892.45	\$12,426.36	\$5,097.57
YTD	\$8,692.23	\$26,484.08	\$42,420.08	\$58,397.56	\$70,303.33	\$88,559.19	\$177,962.37	\$278,756.75	\$383,961.80	\$506,854.25	\$519,280.61	\$524,378.18
FY2020	\$9,107.40	\$23,176.76	\$18,926.00	\$18,538.79	\$15,121.36	\$16,682.78	\$100,415.47	\$111,589.79	\$111,413.82	\$68,226.73	\$472.24	-\$453.54
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09	\$201,968.56	\$313,558.35	\$424,972.17	\$493,198.90	\$493,671.14	\$493,217.60
FY2021	\$8,171.37	\$15,170.58	\$12,836.91	\$17,194.52	\$14,423.38	\$6,231.96	\$55,290.11	\$42,558.56	\$84,760.20	\$96,555.93	\$10,267.66	\$7,219.30
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76	\$74,028.72	\$129,318.83	\$171,877.39	\$256,637.59	\$353,193.52	\$363,461.18	\$370,680.48
FY2022	\$18,245.95	\$38,815.26	\$26,765.37	\$22,996.72	\$22,728.29	\$23,037.99	\$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
FY2023	\$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
FY2024	\$15,690.29	\$29,101.64	\$25,637.57	\$27,515.65	\$20,581.13	\$18,825.49	\$101,428.16	\$123,107.15	\$142,151.41	\$146,838.89	\$11,996.85	\$8,402.25
YTD	\$15,690.29	\$44,791.93	\$70,429.50	\$97,945.15	\$118,526.28	\$137,351.77	\$238,779.93	\$361,887.08	\$504,038.49	\$650,877.38	\$662,874.23	\$671,276.48
FY2025	\$18,348.58	\$28,047.57	\$25,091.73									
YTD	\$18,348.58	\$46,396.15	\$71,487.88	\$71,487.88	\$71,487.88	\$71,487.88	\$71,487.88	\$71,487.88	\$71,487.88	\$71,487.88	\$71,487.88	\$71,487.88

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

FY2023 & FYTD2024 TIDD GRT Distribution

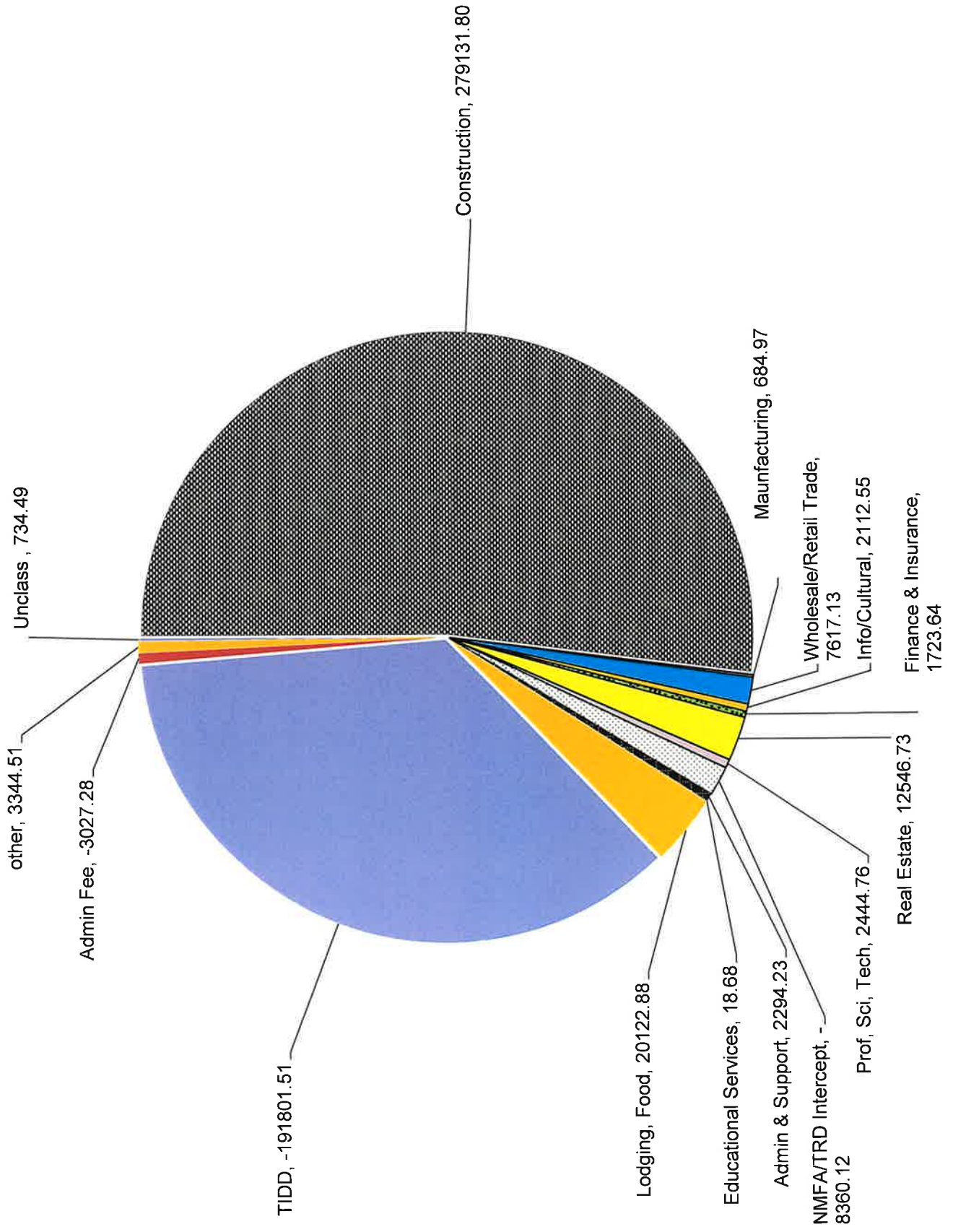
Date	TIDD VTSV Increment	TIDD State Increment	TIDD Admin Fees	Pay Backs	Total TIDD	VTSV Offsets	Hold Harmless GRT	VTSV net cash
7/19/2023	59,144.68	45,297.26	(1,113.17)		103,328.77	8,360.12	15,007.83	77,579.64
8/18/2023	49,806.66	37,991.42	(937.43)		86,860.65	8,360.12	10,162.59	40,289.61
9/15/2023	125,819.34	93,155.52	(2,368.05)		216,606.81	8,360.12	24,021.78	98,554.84
10/11/2178	166,630.17	123,349.88	(3,136.19)		286,843.86	8,360.12	32,585.13	140,391.56
11/17/2023	260,634.78	192,760.38	(4,907.41)		448,487.75	8,360.12	45,495.58	171,645.23
12/15/2023	259,839.36	219,659.75	(4,518.36)		474,980.75	8,360.12	45,998.79	176,712.83
1/18/2024	38,423.14	28,902.54	(720.91)		66,604.77	8,360.12	12,929.55	77,799.85
2/15/2024	316,487.60	235,051.32	(5,953.75)		545,585.17	8,360.12	65,754.86	311,401.34
3/14/2024	364,230.59	269,595.46	(6,855.29)		626,970.76	8,360.12	73,173.12	335,799.64
4/18/2024	242,344.66	179,379.12	(4,561.24)		417,162.54	8,360.12	53,677.61	268,969.17
5/20/2024	235,207.46	174,103.92	(4,426.91)		404,884.47	8,360.12	59,010.14	328,037.21
6/18/2024	146,277.19	108,274.51	(2,753.13)		251,798.57	8,360.12	25,284.29	90,293.01
TOTAL FY24	2,264,845.63	1,707,521.08	(42,251.84)	-	3,930,114.87	100,321.44	463,101.27	2,117,473.93
7/18/2024	64,262.72	47,566.30	(1,209.51)		110,619.51	8,360.12	14,829.97	70,564.27
8/22/2024	72,423.92	53,606.76	(1,363.11)		124,667.57	8,360.12	13,204.43	47,044.25
9/18/2024	191,801.51	141,971.22	(3,609.95)		330,162.78	8,360.12	34,036.94	129,587.46

TOTAL FY25	328,488.15	243,144.28	(6,182.57)	-	565,449.86	25,080.36	62,071.34	247,195.98
TOTAL FY2016-FY2025	8,583,411.51	7,464,655.49	(143,700.54)	(180,961.17)	15,724,137.93	701,425.98	2,043,088.75	15,595,730.27

Village Baseline

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

Village of Taos Ski Valley
Gross Receipts Distribution collected for July 2024
recieved in September 2024



Monthly Public Safety Report				Sep-24		
Law Enforcement	R. Salazar	D. Levene	J. Hutter	V. Vigil	Totals	Last Year
911 Hang up	0	0	0	0	0	0
Abandoned Vehicle	0	0	0	0	0	0
Alcohol Offense - Adult	1	0	0	0	1	1
Animal Calls	0	1	1	0	2	1
Arrests	0	0	0	0	0	6
Assists to other Agencies	0	1	0	4	5	0
B&E /Burglary	1	0	0	0	1	0
Battery or Assault	1	0	0	0	1	0
Business Alarm	2	1	0	1	4	0
Citizen Assists/Contacts	15	20	15	30	80	30
Civil Stand-by/Civil Complaint	0	0	1	0	1	1
Disorderly /Disturbance	1	0	0	0	1	0
Domestic Calls	0	0	0	0	0	0
Embezzlement	0	0	0	0	0	0
Foot Patrol Hours	15	15	4	5	39	26
Found/Lost Property	0	1	0	0	1	0
Fraud Complaint	0	0	0	0	0	0
Harassment	0	0	0	0	0	0
Health Orders	0	0	0	0	0	0
Larceny	1	0	1	0	2	0
Law Unknown/Information	0	1	0	4	4	1
Missing Adult/Person	0	0	0	0	0	0
MVC's	0	0	0	0	0	1
Narcotics Adult	0	0	0	0	0	0
Natural Disasters	0	0	0	0	0	0
Parking Citations	0	1	4	0	5	22
Private Property Crash	0	0	0	0	0	1
Reckless Driver	3	0	1	0	4	3
Residential Alarm	3	2	0	0	5	1
Shots Fired	0	0	0	0	0	0
Suicide Subject	0	0	0	0	0	0
Suspicious Persons/Vehicles	1	0	1	0	2	2
Theft	1	0	1	0	2	1
Traffic Enforcement Hours	4	10	38	2	54	51
Traffic Hazard	6	0	0	3	9	7
Traffic Stops	1	7	19	2	29	25
Tresspass Warnings	0	0	0	0	0	0
Vehicle Theft	0	0	0	0	0	0
Verbal Warnings	1	7	0	2	10	2
Welfare Check	1	0	0	0	1	1
Written Citations	0	0	8	0	8	7
Written warnings	0	0	16	0	16	19
Fire/EMS	3	0	3	4	10	4

Monthly Accomplishments for September 2024

Police Chief / Director/Interim Village Administrator Virgil Vigil

Regional Reports

- Fire Chief Matt Rogers hosted a site visit with Taos Valley Watershed Coalition at the Fire station. Building Official Jalmar Bowden attended the (NPRTO) Northern Pueblos Regional Transportation Planning Organization meeting. Public works assistant Marlene Salazar attended the Taos Regional Land Fill Special meeting.

Police

- We Hired a certified Officer, Dustin Levene. Officer Levene was equipped, trained and released and regular patrol. Officer Levene was replaced the vacant position since Officer Aquino left. Officer Levene has 5 years in law enforcement and is a general instructor, firearms instructor and a mentally impaired instructor.
- I received the Verkada security cameras, and they were installed on State Road 150 in front of the Police Department. This camera system catches the traffic coming in and out of the Taos Ski Valley and will also have license plate readers and face recognition. This system could send us notification of plates or suspicious people if we need to locate them after being entered into our system.
- Lieutenant Robert Salazar attended and completed a training for property crimes in Rio Rancho New Mexico.
- Lieutenant Robert Salazar and I participated in the Alcohol Awareness Day event at the Taos County Administration and Judicial Complex. This event attracted a good number of public attendances.
- I also continued to review and signed numerous Village payout checks and requestions request from Department heads for purchases. I Attended several meetings with employees and addressed personal issues for all Departments.
- I responded to numerous complaints from residents about the waterline project detours and water issues.
- 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 Training.

EMS Department Chief Matt Rogers/EMS Fire Chief

3 people successfully through Mini-Academy this year!

Got grant submitted for new equipment, asking for \$600k for Ladder Truck

NFL grant work continues in all primary corridors. Once this is completed, and possibly before due to all the road work, we will move down to the Amizette and lower twinning areas.

We will be participating in this Fall's prescribed fire season under the Taos County Prescribed Fire Agreement with the Carson NF. This reimburses us at the same rate as the RMP and provides valuable training opportunities for our firefighters. The prescribed fires we will/may participate in are the HWY 150 Piles, TSV Inc Piles and the La Jara over in Taos Canyon

EMS- several calls and Transports to HCH during the month when I thought we would be slowing down.

Fire- Large campfires and alarms during the month as well as a Motor vehicle accident down in river w/ 2 patients.

In light of this increased activity, I have decided to keep staffing 2-3 per day. Last year we dropped down to only 1 or 0 with on-call personnel

FIRE- 3 Firefighters completed 40-hour Vehicle extrication class

About one dozen VTSV and TSVI Firefighters renewed red cards

Sent E-315 to La Jara Rx burn near Taos Pines for 8 days- 2 new FFT2's gone some real fire experience and will be invoicing \$15k for the use of our engine

Participated in 150 corridor Rx preview- short story is no fire will go on the ground until several inches of snow which I agree with.

NFL-

Rio Responsible Forestry has been working away in the Porcupine corridor. There are still some final touches to do in that area and then they will be focusing more in the Kachina Vista area. The work looks great, and I personally am happy with the product.

Watershed Dynamics began work again today on Mine slide Rd. We are looking good on all the work higher up. Coyote and Chipmunk properties will likely be a next year thing with all the road work going on (we have until 10/31/2025). This week, likely Wednesday, they will begin on Big Horn Rd and lower down on Twining. Then they can hopefully make it over to the Amizette area.

While it is nice to leave a trail of completed work behind us, it is not so simple moving chippers and big trucks around in the Coyote and Chipmunk area at the moment.

There have been 13 individual properties completed thus far and counting.

Everything has been going smoothly with the NM State Forestry with invoicing. Mary Steuver is still working on the updates. The expiration date is 10/31/2025 so we still have plenty of time to complete more work.

Matt Rogers EMT-P, DiMM
Fire & EMS Chief

PUBLIC WORKS UPDATE

October 18th , 2024

- WATER:

- D & R Tank inspected the Green Tank by diver on Aug 12, 2024. The Village is currently awaiting findings/reports from D&R Tank.
- Phoenix Switchback project has been ongoing and is moving along as scheduled. The work is being conducted by File Construction and the VTSV Public Works Dept.
- File Construction will be tying in the new main line water line the first week of October (Coyote & Twinning Rd)
- The Contract Water Operator (Nthn NM Utilities) collected 10 samples. These samples were tested for Lead & Copper (routine)
- VTSV received the Lead & Copper sampling (No trace of lead or copper)
- The Contract Water Operator (Nthn NM Utilities) also collects regular monthly water routine samples (August & October)
- Kachina Booster Station, Anchor built Mobilization 08/28. The Booster station is in Taos and will be delivered 10/7/2024.
- VTSV and Zenner met on Aug 6, 2024. Addresses and installation of ultrasonic meters to come. Zenner is currently waiting for automatic shutoffs to come in. All other equipment has been received and in stock here at (VTSV)
- Lead & Copper Inventory is due October 16, 2024. It will be submitted to NMED. Letters will be sent out to residents explaining what is needed
- Kachina water tank valves to be installed 10/7/24.

- Wastewater

- DMR was Summited on Sept 15 & Oct 15, for the month of Aug 2024 & Sep 2024. No exceedances reported (see attached)
- Maintenance at the Sewer Plant included: 3 new blowers that were installed on Train 1. Train 1 had two broken blowers for 2 years
- Prodigy is still showing up once a month also reviewing the DMR's before being submitted to EPA
- 24-hour toxicity test due 10/16/2024
- 48-hour toxicity test due 10/15/2024

- Roads
 - Kachina Vista Park Rd is to be used for access to Snowshoe and Bull of the woods due to road closures within the Village from the Phoenix Switchback project.
 - On the week of Oct 15 Public Works crews are scheduled to work on Grading Roads.
- Staff
 - Public works crews have been busy and are working hard on the Phoenix Switchback water line project.
 - Public works crews will start to prepare for winter
- Solid waste
 - New banner for the trash Compactor installed
 - VTSV is currently awaiting approval to drop off sludge at the Taos Regional Landfill, a permit was approved from NMED and presented to Taos Regional Landfill
 - VTSV received an approval letter on 9/9/24 from the state to start haul Sludge to Taos Regional Landfill.

DMR Copy of Record

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business call phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [NPDES eReporting Help Desk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(i)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's collection of information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit #:	001	Permittee:	TAOS SKI VALLEY, VILLAGE OF
Major:	Yes	Facility Address:	7 FIREHOUSE RD 38 OCEAN BLVD TAOS SKI VALLEY, NM 87525
Permitted Feature:	001 External Outfall	Discharge:	001-A TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO
Report Dates & Status	From 09/01/24 to 09/30/24	DMR Due Date:	10/15/24
Monitoring Period:	Considerations for Form Completion	Status:	NetDMR Validated

Principal Executive Officer	Public Works Director
First Name:	Gabriel
Last Name:	Vasquez
Title:	
No Data Indicator (NODI)	
Form NODI:	

No Data Indicator (NODI)																		
Form NODI:																		
Parameter Name		Monitoring Location		Season	Param. NODI	Quantity or Loading				Quality or Concentration				# of Ex.		Frequency of Analysis	Sample Type	
Code						Qualifier	Value 1	Qualifier	Value 2	Units	Qualifier	Value 1	Qualifier	Value 2	Qualifier	Value 3	Units	
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross		1		Sample	<	0.77	<	0.99	26 - lb/d	<	2.0	<	2.0	<	2.0	19 - ng/L
						Permit Req. Value NODI	<=	23.8 30DA AVG	<=	35.77 DA AVG	26 - lb/d	<=	30.0 30DA AVG	<=	45.07 DA AVG	<=	45.07 DA AVG	19 - ng/L
00310	BOD, 5-day, 20 deg. C	G - Raw Sewage Influent		1		Sample	=					=	129.5				19 - ng/L	
						Permit Req. Value NODI								Req Mon 30DA AVG				19 - ng/L
00400	pH	1 - Effluent Gross		0		Sample					=	5.92				7.35	12 - SU	
						Permit Req. Value NODI					>=	6.6 MINIMUM	<=	8.8 MAXIMUM	<=	8.8 MAXIMUM	12 - SU	
00530	Solids, total suspended	1 - Effluent Gross		1		Sample	=	0.19	=	0.2	26 - lb/d	=	0.55			0.75	19 - ng/L	
						Permit Req. Value NODI	<=	23.8 30DA AVG	<=	35.77 DA AVG	26 - lb/d	<=	30.0 30DA AVG	<=	45.07 DA AVG	<=	45.07 DA AVG	19 - ng/L
00530	Solids, total suspended	G - Raw Sewage Influent		1		Sample						=	208.0				19 - ng/L	
						Permit Req. Value NODI								Req Mon 30DA AVG				19 - ng/L
00600	Nitrogen, total [as N]	1 - Effluent Gross		3		Sample	=	0.94	=	1.55	26 - lb/d	=	2.19	=	3.11		19 - ng/L	
						Permit Req. Value NODI	<=	21.1 30DA AVG	<=	31.77 DA AVG	26 - lb/d	<=	12.7 30DA AVG	<=	19.07 DA AVG	<=	19.07 DA AVG	19 - ng/L
						Sample	=	0.18	=	0.28	26 - lb/d	=	0.42			0.56	19 - ng/L	

00510	Nitrogen, ammonia total [as N]	1 - Effluent Gross	1	---	Permit Req. Value NOD	5.34 30DA AVG	5.34 7 DA AVG	26 - lbd	3.2 30DA AVG	3.2 7 DA AVG	19 - mg/L	2	01/30 - Monthly	24 - COMP24
00665	Phosphorus, total [as P]	1 - Effluent Gross	3	---	Sample Permit Req. Value NOD	0.05	0.06	26 - lbd	0.12	0.12	19 - mg/L	2	01/30 - Monthly	24 - COMP24
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	---	Sample Permit Req. Value NOD	0.036	0.035	03 - MGD	Req Mon 30DA AVG	Req Mon 7 DA AVG	01/01 - Daily	2	01/01 - Daily	TOTALZ TM - TOTALZ
50080	Chlorine, total residual	A - Disinfection, Process Complete	0	---	Sample Permit Req. Value NOD					18.0 INST MAX	28 - ug/L		05WK - Five Per Week	GR - GRAB
51040	E coli	1 - Effluent Gross	0	---	Sample Permit Req. Value NOD					9 - Conditional Monitoring - Not Required This Period	32 - CFU/100mL	2	02/30 - Twice Per Month	GR - GRAB
74055	Coliform, fecal general	1 - Effluent Gross	0	---	Sample Permit Req. Value NOD					235.0 DAILY MX	32 - CFU/100mL	2	02/30 - Twice Per Month	GR - GRAB
81010	BOD, 5-day, percent removal	1 - Effluent Gross	0	---	Sample Permit Req. Value NOD					400.0 DAILY MX	32 - CFU/100mL	2	02/30 - Twice Per Month	GR - GRAB
81011	Solids, suspended percent removal	1 - Effluent Gross	0	---	Sample Permit Req. Value NOD						23 - %	2	01/30 - Monthly	CA - CALCTD
											23 - %	2	01/30 - Monthly	CA - CALCTD
											23 - %	2	01/30 - Monthly	CA - CALCTD
											23 - %	2	01/30 - Monthly	CA - CALCTD

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type

Edit Check Errors

No errors.

Comments

Attachments

No attachments

Report Last Saved By

TAOS SKI VALLEY, VILLAGE OF

User:

MSALAZAR12

Name:

Marlene Salazar

E-Mail:

msalazar@vsv.org

Date/Time:

2024-10-11 13:48 (Time Zone: -05:00)

Report Last Signed By

User:

MSALAZAR12

Name:

Marlene Salazar

E-Mail:

msalazar@vsv.org

Date/Time:

2024-10-11 13:48 (Time Zone: -05:00)

LAB SUMMARY REPORT
SEPTEMBER 2024

Current Permit Requirements

Current Permit Requirements																			
7 day	45.00	35.70		45.00	35.70		3.20	5.34		1.50	2.40		126.00	200.00		41.2	68.8		
30 day	30.00	23.80	6.6-8.8	30.00	23.80		3.20	5.34		1.00	1.60		235.00	400.00		27.9	46.6		
max	n/a	n/a		n/a	n/a		n/a	n/a		n/a	n/a					n/a	n/a		
Date	BOD Data	pH	TSS	TKN	NO3- (Nitrate)	NO2- (Nitrite)	Total P	Daily	Weekly Average	Weekly Total	E.Coli	Fecal	Date	Total N: mg/L	Total N: lb/d	Influent Flow			
	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	CFU	CFU		TKN + NO3 + NO2	TKN + NO3 + NO2	MG			
1													1	0.00	0.00				
2								0.039					2	0.00	0.00				
3		7.02						0.032					3	0.00	0.00	0.030055			
4	2.00	0.54	7.22	0.75	0.20	0.63	0.17	0.03	0.034	0.138	1.00	1.00	4	1.27	0.34	0.030977			
5			7.04					0.035					5	0.00	0.00	0.028711			
6			6.97										6	0.00	0.00	0.032841			
7			7.17										7	0.00	0.00				
8			7.16					0.026					8	0.00	0.00				
9								0.039					9	0.00	0.00	0.030051			
10			7.24					0.033					10	0.00	0.00	0.030169			
11			7.18							0.132			11	0.00	0.00	0.030095			
12			7.30					0.033					12	0.00	0.00	0.031418			
13			7.35										13	0.00	0.00	0.030377			
14			7.18										14	0.00	0.00				
15			7.18					0.034					15	0.00	0.00				
16			7.30					0.039					16	0.00	0.00	0.031418			
17			7.19					0.047					17	0.00	0.00	0.034721			
18	2.00	0.99	7.25	0.35	0.17	1.30	0.65	0.06	0.044	0.220	1.00	1.00	18	3.11	1.55	0.036751			
19			6.99					0.041					19	0.00	0.00	0.031368			
20			6.92										20	0.00	0.00	0.029762			
21													21	0.00	0.00				
22								0.040					22	0.00	0.00	0.035036			
23			7.03					0.033					23	0.00	0.00	0.036751			
24			7.22					0.029					24	0.00	0.00	0.027945			
25			7.10					0.080		0.167			25	0.00	0.00	0.02667			
26			7.24					0.035					26	0.00	0.00	0.026956			
27			7.06										27	0.00	0.00	0.029953			
28													28	0.00	0.00				
29													29	0.00	0.00				
30										0.000			30	0.00	0.00				
Total		1.53			0.38		0.82		0.09	0.656			Total	Total Nitrogen					
7 Day Avg (MAX)	2.00	0.99	7.35	0.75	0.20	1.30	0.65	0.06	0.035	0.220	1.00	1.00	7 Day Avg	3.11	1.55				
Min	2.00	0.54	6.92	0.35	0.17	0.63	0.17	0.03	0.031	0.000	1.00	1.00	Min	mg/L	lb/d				
30 Day Avg	2.00	0.77		0.55	0.19	0.97	0.41	0.036	0.035	0.131			30 Day Avg	2.19	0.94				

Frequency	BOD Data	pH	TSS	TKN	NO3	NO2	Total P	Flow, MGD	E.Coli	Fecal
7 day	125.50	98.46%	208.00	99.82%	1.50	2.40	1.00	1.60	2	2
30 day	125.50	98.46%	126.25		1.00	1.60				

FLOW NOTES:

FLOW: DAILY MAX (DMR)
FLOW: 30 DAY AV (DMR)
FLOW: 7 DAY AV (DMR)

Total Effluent Water Quality Report

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(f)(4)(ii). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit Permit #: NM0022101 Major: Yes		Permittee: Permittee Address: TAOS SKI VALLEY, VILLAGE OF 7 FIREHOUSE RD 38 OCEAN BLVD TAOS SKI VALLEY, NM 87525		Facility: Facility Location: TAOS SKI VALLEY, VILLAGE OF 7 FIREHOUSE RD 38 OCEAN BLVD TAOS SKI VALLEY, NM 87525	
Permitted Feature: 001 External Outfall		Discharge: 001-Y YEARLY REPORTING - OUTFALL 001			
Report Dates & Status Monitoring Period: From 10/01/23 to 09/30/24 Considerations for Form Completion		DMR Due Date: 10/15/24		Status: NetDMR Validated	
Principal Executive Officer First Name: Gabriel Last Name: Vasquez		Title: Public Works Director		Telephone: 575-776-8720	
No Data Indicator (NODI) Form NODI:					
Code	Parameter	Monitoring Location	Season	Param. NODI	Sample Permit Req.
00620	Nitrogen, total [as N]	1 - Effluent Gross	0		Value NODI
					Qualifier 1 Value 1 Qualifier 2 Value 2 Qualifier 3 Value 3 Qualifier 4 Value 4 Qualifier 5 Value 5 Qualifier 6 Value 6 Qualifier 7 Value 7 Qualifier 8 Value 8 Qualifier 9 Value 9 Qualifier 10 Value 10 Qualifier 11 Value 11 Qualifier 12 Value 12 Qualifier 13 Value 13 Qualifier 14 Value 14 Qualifier 15 Value 15 Qualifier 16 Value 16 Qualifier 17 Value 17 Qualifier 18 Value 18 Qualifier 19 Value 19 Qualifier 20 Value 20 Qualifier 21 Value 21 Qualifier 22 Value 22 Qualifier 23 Value 23 Qualifier 24 Value 24 Qualifier 25 Value 25 Qualifier 26 Value 26 Qualifier 27 Value 27 Qualifier 28 Value 28 Qualifier 29 Value 29 Qualifier 30 Value 30 Qualifier 31 Value 31 Qualifier 32 Value 32 Qualifier 33 Value 33 Qualifier 34 Value 34 Qualifier 35 Value 35 Qualifier 36 Value 36 Qualifier 37 Value 37 Qualifier 38 Value 38 Qualifier 39 Value 39 Qualifier 40 Value 40 Qualifier 41 Value 41 Qualifier 42 Value 42 Qualifier 43 Value 43 Qualifier 44 Value 44 Qualifier 45 Value 45 Qualifier 46 Value 46 Qualifier 47 Value 47 Qualifier 48 Value 48 Qualifier 49 Value 49 Qualifier 50 Value 50 Qualifier 51 Value 51 Qualifier 52 Value 52 Qualifier 53 Value 53 Qualifier 54 Value 54 Qualifier 55 Value 55 Qualifier 56 Value 56 Qualifier 57 Value 57 Qualifier 58 Value 58 Qualifier 59 Value 59 Qualifier 60 Value 60 Qualifier 61 Value 61 Qualifier 62 Value 62 Qualifier 63 Value 63 Qualifier 64 Value 64 Qualifier 65 Value 65 Qualifier 66 Value 66 Qualifier 67 Value 67 Qualifier 68 Value 68 Qualifier 69 Value 69 Qualifier 70 Value 70 Qualifier 71 Value 71 Qualifier 72 Value 72 Qualifier 73 Value 73 Qualifier 74 Value 74 Qualifier 75 Value 75 Qualifier 76 Value 76 Qualifier 77 Value 77 Qualifier 78 Value 78 Qualifier 79 Value 79 Qualifier 80 Value 80 Qualifier 81 Value 81 Qualifier 82 Value 82 Qualifier 83 Value 83 Qualifier 84 Value 84 Qualifier 85 Value 85 Qualifier 86 Value 86 Qualifier 87 Value 87 Qualifier 88 Value 88 Qualifier 89 Value 89 Qualifier 90 Value 90 Qualifier 91 Value 91 Qualifier 92 Value 92 Qualifier 93 Value 93 Qualifier 94 Value 94 Qualifier 95 Value 95 Qualifier 96 Value 96 Qualifier 97 Value 97 Qualifier 98 Value 98 Qualifier 99 Value 99 Qualifier 100 Value 100 Qualifier 101 Value 101 Qualifier 102 Value 102 Qualifier 103 Value 103 Qualifier 104 Value 104 Qualifier 105 Value 105 Qualifier 106 Value 106 Qualifier 107 Value 107 Qualifier 108 Value 108 Qualifier 109 Value 109 Qualifier 110 Value 110 Qualifier 111 Value 111 Qualifier 112 Value 112 Qualifier 113 Value 113 Qualifier 114 Value 114 Qualifier 115 Value 115 Qualifier 116 Value 116 Qualifier 117 Value 117 Qualifier 118 Value 118 Qualifier 119 Value 119 Qualifier 120 Value 120 Qualifier 121 Value 121 Qualifier 122 Value 122 Qualifier 123 Value 123 Qualifier 124 Value 124 Qualifier 125 Value 125 Qualifier 126 Value 126 Qualifier 127 Value 127 Qualifier 128 Value 128 Qualifier 129 Value 129 Qualifier 130 Value 130 Qualifier 131 Value 131 Qualifier 132 Value 132 Qualifier 133 Value 133 Qualifier 134 Value 134 Qualifier 135 Value 135 Qualifier 136 Value 136 Qualifier 137 Value 137 Qualifier 138 Value 138 Qualifier 139 Value 139 Qualifier 140 Value 140 Qualifier 141 Value 141 Qualifier 142 Value 142 Qualifier 143 Value 143 Qualifier 144 Value 144 Qualifier 145 Value 145 Qualifier 146 Value 146 Qualifier 147 Value 147 Qualifier 148 Value 148 Qualifier 149 Value 149 Qualifier 150 Value 150 Qualifier 151 Value 151 Qualifier 152 Value 152 Qualifier 153 Value 153 Qualifier 154 Value 154 Qualifier 155 Value 155 Qualifier 156 Value 156 Qualifier 157 Value 157 Qualifier 158 Value 158 Qualifier 159 Value 159 Qualifier 160 Value 160 Qualifier 161 Value 161 Qualifier 162 Value 162 Qualifier 163 Value 163 Qualifier 164 Value 164 Qualifier 165 Value 165 Qualifier 166 Value 166 Qualifier 167 Value 167 Qualifier 168 Value 168 Qualifier 169 Value 169 Qualifier 170 Value 170 Qualifier 171 Value 171 Qualifier 172 Value 172 Qualifier 173 Value 173 Qualifier 174 Value 174 Qualifier 175 Value 175 Qualifier 176 Value 176 Qualifier 177 Value 177 Qualifier 178 Value 178 Qualifier 179 Value 179 Qualifier 180 Value 180 Qualifier 181 Value 181 Qualifier 182 Value 182 Qualifier 183 Value 183 Qualifier 184 Value 184 Qualifier 185 Value 185 Qualifier 186 Value 186 Qualifier 187 Value 187 Qualifier 188 Value 188 Qualifier 189 Value 189 Qualifier 19

Submission Note
If a parameter row does not contain any values for the Sample or Effluent Trading then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis and Sample Type

10/17/2017

Comments

Attachments

TAOS SKI VALLEY VIR

TAOS SKI VALLEY, VILLAGE OF

Name:

E-Mail:

Report / as

User:

E-Mail:

Date/T

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control Number 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.411(i)(4)(ii). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per report. Send comments on the Agency's collection of information, including suggestions for reducing the burden, to Washington, D.C. 20543. Include the OMB control number in your correspondence. Do not send the completed form to this address.

Permit #: NM0022101 Major: Yes		Permittee: TAOS SKI VALLEY, VILLAGE OF Permittee Address: 7 FIREHOUSE RD 38 OCEAN BLVD TAOS SKI VALLEY, NM 87525		Facility: TAOS SKI VALLEY, VILLAGE OF Facility Location: 7 FIREHOUSE RD 38 OCEAN BLVD TAOS SKI VALLEY, NM 87525							
Permitted Feature: TX1 External Outfall		Discharge: TX1-Y YEARLY 48-HR ACUTE TOXICITY									
Report Dates & Status Monitoring Period: From 10/01/23 to 09/30/24		DMR Due Date: 10/15/24		Status: NotDMR Validated							
Considerations for Form Completion (PASS = 0 FAIL = 1) REPORT PASS AS '0' OR REPORT FAIL AS '1' IN CONCENTRATION MIN. & AVG. ABOVE. THE DISCHARGE SHALL BE TESTED BETWEEN NOVEMBER 1 AND APRIL 30.											
Principal Executive Officer First Name: Gabie Last Name: Vasquez Title: Public Works Director Telephone: 575-776-8220											
Form NODI: -											
Code	Parameter Name	Monitoring Location	Season	Param. NODI	Sample Permit Req. Value NODI	Quantity or Loading Qualifier 1 Value 1	Quality or Concentration Qualifier 2 Value 2	Units	# of Ex.	Frequency of Analysis	Sample Type
22415	Whole effluent toxicity - retest #1	1 - Effluent Gross	0	--	Sample Permit Req. Value NODI	Opi Mon 48HR MIN	Opi Mon MO AV MIN	9A - pass=0, fail=1	09/99 -	Site Permit	24 - COMPE2
22416	Whole effluent toxicity - retest #2	1 - Effluent Gross	0	--	Sample Permit Req. Value NODI	Opi Mon 48HR MIN	Opi Mon MO AV MIN	9A - pass=0, fail=1	09/99 -	Site Permit	24 - COMPE2
TEM3D	Low Flow Pass/Fail Static Renewal 48Hr Acute Daphnia pulex	1 - Effluent Gross	0	--	Sample Permit Req. Value NODI	Req Mon 48HR MIN	Req Mon MO AV MIN	9A - pass=0, fail=1	01/1YR - Annual	01/1YR - Annual	24 - COMPE2
TEM6C	LF Pass/Fail Static Renewal 48Hr Acute Pimephales promelas	1 - Effluent Gross	0	--	Sample Permit Req. Value NODI	Req Mon 48HR MIN	Req Mon MO AV MIN	9A - pass=0, fail=1	01/1YR - Annual	01/1YR - Annual	24 - COMPE2
TOM3D	NOAEC Lethal Static Renewal 48 Hr Acute Daphnia pulex	1 - Effluent Gross	0	--	Sample Permit Req. Value NODI	Req Mon 48HR MIN	Req Mon MO AV MIN	23 - %	01/1YR - Annual	01/1YR - Annual	24 - COMPE2
TOM6C	NOAEC Lethal Static Renewal 48Hr acute Pimephales promelas	1 - Effluent Gross	0	--	Sample Permit Req. Value NODI	Req Mon 48HR MIN	Req Mon MO AV MIN	23 - %	01/1YR - Annual	01/1YR - Annual	24 - COMPE2
TOM3D	Coef Of Var Static Renewal 48Hr Acute D. pulex	1 - Effluent Gross	0	--	Sample Permit Req. Value NODI	Req Mon 48HR MIN	Req Mon MO AV MIN	23 - %	01/1YR - Annual	01/1YR - Annual	24 - COMPE2
TOM6C	Coef Of Var Static Renewal 48Hr Acute Pimephales promelas	1 - Effluent Gross	0	--	Sample Permit Req. Value NODI	Req Mon 48HR MIN	Req Mon MO AV MIN	23 - %	01/1YR - Annual	01/1YR - Annual	24 - COMPE2

Submission Note
 If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.
 Edit: Check Errors
 No errors.

Comments

Attachments

CowEnvironmentalResults.pdf

Report Last Saved By

TAOS SKI VALLEY, VILLAGE OF

User:

Name

E-Mail:

Date/Time:

Report Last Signed By

User:

Name

E-Mail:

Date/Time:

Name

MSALAZAR12

Marlene Salazar

msalazar@visv.org

2024-09-26 10:48 (Time Zone: -05:00)

MSALAZAR12

Marlene Salazar

msalazar@visv.org

2024-09-26 10:49 (Time Zone: -05:00)

Type

pdf

Size

2000126.0



MICHELLE LUJAN GRISHAM
GOVERNOR

JAMES C. KENNEY
CABINET SECRETARY

June 17, 2024

Gabriel Vasquez
Village of Taos Ski Valley
PO Box 100
Taos Ski Valley, New Mexico 87525

Re: Approval of Commercial Waste Hauler Registration – Village of Taos Ski Valley

Dear Gabriel Vasquez:

Please find the attached Certificate of Registration, Certificate No. 0229880, issued in the name of Village of Taos Ski Valley. The New Mexico Environment Department ("NMED") hereby approves your commercial waste hauler registration, effective June 17, 2024, with the following conditions:

1. Under this registration, your company's operation is limited to the transportation of sludge;
2. Excessive odors, if any occur, shall be mitigated by timely tipping of the container holding the waste at an approved solid waste facility and if necessary, the washing of the container or trailer;
3. Prior written notification to the NMED is required if there are major changes in collection operations, including the transportation of a different type of waste, a change in operating location(s), or the use of a disposal facility not indicated upon the approved registration form;
4. All authorized special wastes shall be handled, containerized, labeled, manifested, transported and disposed in accordance with all applicable provisions of the New Mexico Solid Waste Rules ("SWR"), including, but not limited to, 20.9.5.14.A, B, and D, 20.9.8.9.C, 20.9.8.10.E, F and G, 20.9.8.16 and 20.9.8.19.C, D and F NMAC;
5. As a reminder, the SWR, 20.9.5.14.A.(7) and (8) NMAC, require solid waste collection vehicles to be conspicuously labeled with the company, municipality or county department name and the NMED commercial or special waste hauler registration number; and
6. In accordance with the SWR, 20.9.3.37.A NMAC, this registration expires on June 17, 2029.

Pursuant to the NMED Delegation Order dated February 19, 2024, the Cabinet Secretary has delegated the authority to issue Hauler Registrations in accordance with SWR 20.9.3.33 NMAC to the Chief of the Solid Waste Bureau. The Chief has further delegated this authority to the Permit Section Manager of the Solid Waste Bureau.

If you have any questions, please call me at (505)690-8615 or email me at william.schueler@env.nm.gov.

Sincerely,

A handwritten signature in black ink that reads "William Schueler".

William Schueler
Environmental Scientist
Permit Section

Gabriel Vasquez
June 17, 2024
Page 2 of 2

Enclosure: Certificate of Registration

ec: Jaime Rodriguez, Enforcement Officer, EA-IV, NMED-SWB

cc: Village of Taos Ski Valley hauler file



MICHELLE LUJAN GRISHAM
GOVERNOR

JAMES C. KENNEY
CABINET SECRETARY

Via Electronic Mail

September 9, 2024

Gabriel Vasquez
Public Works Director
Village of Taos Ski Valley
PO Box 100
Taos Ski Valley, NM 87525
gvasquez@vtsv.org

Re: Approval of Sludge Analyses (March 2024) – Village of Taos Ski Valley Wastewater Treatment Plant (Taos Ski Valley)

Dear Gabriel Vasquez:

The Hall Environmental Analysis Laboratory, Inc. report, dated July 11, 2024, regarding laboratory analysis of the sludge sample(s) collected on March 26, 2024, at the Taos Ski Valley has been reviewed. The results indicate no exceedances for the sludge required analysis limits in accordance with the New Mexico Solid Waste Rules, 20.9.8.16.D(1) through (5) NMAC, and the approved Sludge Disposal Management Plan ("DMP").

Accordingly, transportation and disposal of up to 100 cubic yards of sludge is hereby approved.

If you have any questions, please contact me at (505) 795-4307 or jaime.rodriguez@env.nm.gov.

Sincerely

**Jaime
Rodriguez**

Digitally signed by
Jaime Rodriguez
Date: 2024.09.09
09:19:05 -06'00'

Jaime Rodriguez
Senior Enforcement Officer

cc: Daniele Berardelli, Acting Enforcement Section Manager, Solid Waste Bureau [*via electronic mail*]
Daniel R. Galasso, Enforcement Coordinator, Solid Waste Bureau [*via electronic mail*]

SCIENCE | INNOVATION | COLLABORATION | COMPLIANCE

Solid Waste Bureau, 1190 Saint Francis Drive, PO Box 5469, Santa Fe, New Mexico 87502-5469 | (505) 827-0197 | www.env.nm.gov

Council report from Aug 13 – Sep 16 2024

Inspections performed residential: 12

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family / commercial: 3

Permits issued since last council report:

1_ new residential building.

1_ residential repair/remodel

0_ residential demolition

1_ new commercial buildings permitted.

1_ commercial or multifamily repair/remodel permitted.

0_ demolition commercial permitted.

1_ Projects currently in application or submission review.

_ Commercial project currently pending submission.

_ Residential projects currently pending submission.

Narrative of other activities:

1. Assisting new owners through the planning stages for their zoning approvals absent P&Z Director.
2. Continuing administrative support for NFL Grant.
3. Celebrated the 20 Year Anniversary Of the NCRTD with 30 or so other Blue Bus board members, employees and guests after our Board meeting on Friday Sept. 6.
4. I am requesting community input valuing the Blue Bus services whether they be personal or secondhand experiences of a friend, employee or coworker. Having been Village representative to the NCRTD Board since 2019 I see the next few years as a prime time to expand that service.
5. Construction Industries Division hosted an online Q&A about the 2021 New Mexico Energy Conservation Codes. The event pointed up major ways that New Mexico amended the code and clarified some of the misunderstandings of the code that they have seen. Interested parties can contact me for an informal update.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: PUBLIC HEARING: Consideration to Adopt **ORDINANCE NO. 2025-15** Amending Ordinance No. 2022-15 Revising the Planning and Zoning Commission Membership, Selection, Appointment, Terms of Office and Removal from Office; establishing the Duties and Powers of the Commission

DATE: October 18, 2024

PRESENTED BY: P&Z Commission Chair Wittman

STATUS OF AGENDA ITEM: Old business

CAN THIS ITEM BE RESCHEDULED: Not recommended

BACKGROUND INFORMATION:

The Ordinance establishing the Planning and Zoning Commission was revised in 2022. Village Attorney John Appel recommended some changes, and this new revised version has been recommended for approval to the Village Council from the P&Z Commission.

RECOMMENDATION: Staff recommends Consideration to Approve **Ordinance 2025-15** Revising the Planning and Zoning Commission Membership, Selection, Appointment, Terms of Office and Removal from Office; establishing the Duties and Powers of the Commission

THE VILLAGE OF TAOS SKI VALLEY ORDINANCE NO. 2025-15

REVISION OF ORDINANCE 22-15, REVISING THE PLANNING AND ZONING
COMMISSION MEMBERSHIP, SELECTION, APPOINTMENT, TERMS OF OFFICE AND
REMOVAL FROM OFFICE; ESTABLISHING THE DUTIES AND POWERS OF THE
COMMISSION

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY, NEW
MEXICO

SECTION 1, CREATION

There is hereby created a Planning and Zoning Commission (hereinafter
"Commission") of the Village of Taos Ski Valley (hereinafter "Village")

SECTION 2. MEMBERSHIP, APPOINTMENT, TERMS OF OFFICE AND REMOVAL FROM OFFICE

- A. The Commission shall consist of seven (7) members who shall be appointed by the Mayor with the consent of the Village Council (hereinafter "Council"). There may be circumstances that availability of citizens to serve on this Commission is limited and the Mayor would change the composition of the Commission to five (5) members with the consent of the Council. Administrative officials of the Village may be appointed ex-officio, non-voting members of the Commission.
- B. The Commission, when reconstituted in 2022 gave three (3) existing members four (4) year terms and four existing members a six year term. The Village Council will allow these terms to be served as granted. All new selections will be limited to two (2) year terms in compliance with Section 3-19-2(8), **NMSA** 1978. The Mayor will re-appoint Commissioners for continuous two year terms as long as they fulfill the requirements of their office in a satisfactory manner. There will be no term limits for Commissioners.
- C. When a vacancy occurs, the position will be advertised and a five (5) person Committee appointed by the Council will select the best qualified applicant and provide that name to the Mayor for appointment, with Council approval as set forth in NMSA Section 3-19-2. If the Committee feels a second applicant is highly qualified

they may submit that name to the Mayor as an alternate for the next appointment by the Mayor. The Committee shall be composed of three (3) Commissioners, one (1) Councilor and one (1) Village resident at large. The Council will determine the composition of the Committee after asking for volunteers from their respective bodies. The Mayor will appoint these Committee members for a four (4) year term with approval of the Council.

- D. After a public hearing and for cause stated in writing and made part of the public record, the Mayor with the approval of the Council may remove a member of the Commission.

SECTION 3. POWERS AND DUTIES

The Commission shall have such powers and duties as are necessary to:

- A. Fulfill and perform its functions, promote municipal planning, and carry out the purposes of Section 3-19-1 through 3-19-12 NMSA 1978 as amended, which Sections are hereby incorporated by reference and made part of this ordinance; and,
- B. Promulgate and enforce regulations governing the subdivision of land within the planning and platting jurisdiction of the Village as provided by Section 3-19-6 and Section 3-20-1 through 3-20-16 **NMSA** 1978, as amended, which Sections are hereby incorporated by reference and made part of this ordinance; and,
- C. To promulgate and enforce regulations governing zoning within the platting and planning jurisdiction of the Village as provided in Section 3-21-1 through 3-21-11 **NMSA** 1978, as amended, which Sections are hereby incorporated by reference and made part of this ordinance; and,
- D. To serve as the Board of Appeals as required by Section IV articles A through F of Village Ordinance 2022-10 pertaining to the New Mexico Residential Building Code, Title 14.7.3 and the New Mexico Commercial Building Code, Title 14.7.2; and,

- E. Perform such other functions as the Village Council may from time-to-time grant to the Commission for the purpose of promoting health, safety, morale or general welfare of the Village.

SECTION 4. ORGANIZATION AND MEETINGS.

- A. OFFICERS: The Commission shall elect one (1) of its' members as Chairman for a four (4) year term and create and fill any other offices as it may deem appropriate.
- B. CONDUCT OF BUSINESS: The Commission shall adopt and publish such rules and regulations for the conduct of business as it deems appropriate.
- C. MEETINGS: The Commission shall hold regularly scheduled meetings at least once a month or as required. These meetings shall be held in accordance with Village Resolution 2022-501 and as amended from time to time, pertaining to Open Meetings and Public Notice Act. If required, the Commission shall schedule meetings for important and timely issues as determined by the Mayor, the Village Administrator and the Chairman of the Commission.
- D. QUORUM: A quorum of the Commission shall be a majority of its members.
- E. RECORDS: A public record shall be kept of all transactions, findings, resolutions, determinations and actions of the Commission. All public records shall be open to inspection by the Inspection of Public Records Act Sections 14-2-4 et. Seq. NMSA 1978.
- F. REPORTS: The Commission shall submit to the Village Council at its regular monthly meeting a report on the conduct of any meeting, or if a meeting was not conducted.
- G. CONFLICT OF INTEREST: A Commission member having any potential conflict of interest on any policy, decision, or determination before the Commission shall disclose to each of the other members the nature of their potential conflict as provided in the Government Conduct Act, NMSA 1978, Chapter 10, Article 16 as amended. A Commissioner with a conflict of interest shall abstain

from voting. The Disclosure shall be recorded in the Commission's minutes.

- H. PENALTY: Failure to disclose a conflict of interest shall be punishable by a fine not to exceed \$500.00 (five hundred dollars) or by imprisonment not to exceed ninety (90) days or both a fine and imprisonment.

SECTION 5. SEVERABILITY.

Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. REPEAL

All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. The repealed shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect September 20, 2024.

PASSED, APPROVED, AND ADOPTED This day of October, 2024

Vote:__, Against__

Mayor

ATTEST: Clerk _____

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Accept Dedication of Space for a Proposed Designated U.S. Post Office from TSVI in the new Village Firehouse/TSVI Office Building

DATE: October 18, 2025

PRESENTED BY: TSVI

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

TSVI will present its recommendation for the Village to accept the designated Space for a Proposed Designated U.S. Post Office from TSVI in the new Village Firehouse/TSVI Office Building

RECOMMENDATION: Staff recommends Consideration to Accept Dedication of Space for a Proposed Designated U.S. Post Office from TSVI in the new Village Firehouse/TSVI Office Building

Ann Marie Wooldridge

From: John Appel <jappel@coppler.com>
Sent: Wednesday, September 11, 2024 1:27 PM
To: Chris Stanek; Virgil Vigil
Cc: Carroll Griesedieck; Ann Marie Wooldridge
Subject: Proposed donation of space to the Village for use as a U.S. Post Office - Council agenda item for 9/20/24?
Attachments: Agreement for Gift of Unit 103 v3 - 2024-08-28.docx; Special Warranty Deed - Unit 103 v3 - 2024-08-28.docx; Ex A B C to Agr for Gift of Unit 103 - 2024-08-28.pdf; Exhibit B to Special Warranty Deed - Unit 103 - 2024-08-28.pdf; Post Office Parking Plan - 2024-08-28.pdf; processed-EA395E1A-727A-442C-84D3-85F6C64487A5.jpeg; processed-EE6CAFB1-946C-425A-B736-6FA38923CC40.jpeg; processed-08B153E2-B0E7-4E85-9C8D-34EE17ED793B.jpeg

Mayor,

I attach for your information and for staff's use (if it receives your approval) the materials I have received from Joe Canepa in connection with Taos Ski Valley, Inc.'s request that the proposed donation of the designated post office space be put on the Council agenda for the meeting of September 20, for Council approval of the proposed Agreement.

I am informed that Antonia Leyba (the postmistress, according to the information I received) met with Ben Pitz (TSVI), Carroll Griesedieck and Ann Marie Wooldridge regarding this matter, but I was never informed of such meeting and I know nothing about what was discussed. I have not seen any proposed agreement between the Village and the Post Office for the Post Office to lease and occupy the space. I do not know who has the authority to enter into such an agreement on behalf of the Post Office. My efforts to contact Ms. Leyba or the Taos Post Office have been unsuccessful. (The listed number for the Taos Ski Valley P.O. has been disconnected, and no one answers the phone at the Taos Post Office, which after about twenty rings simply disconnects.)

I therefore cannot make any recommendation to the Village as to whether it will be possible for the Village to comply with the terms of the proposed Agreement, which provides a very limited time frame for the Village and the Post Office to enter into a lease agreement regarding the space.

John

John L. Appel
Coppler Law Firm, P.C.
645 Don Gaspar Avenue
Santa Fe, New Mexico 87505
505-988-5656

**AGREEMENT FOR GIFT OF
TSV FIREHOUSE, A CONDOMINIUM UNIT 103,
TO THE VILLAGE OF TAOS SKI VALLEY
FOR USE AS A U.S. POST OFFICE FACILITY**

This Agreement for Gift of TSV Firehouse, a Condominium Unit 103 to Village of Taos Ski Valley For Use as a U.S. Post Office Facility (“Agreement”) is made of this ____ day of _____, 2024, by and between FIREHOUSE DEVELOPMENT (TSV) LLC, a Delaware limited liability company (“Firehouse Development” or “Grantor”) and the VILLAGE OF TAOS SKI VALLEY, NEW MEXICO, a New Mexico municipal corporation (the “Village” or “Grantee”) (collectively hereafter, the “Parties” or individually, “Party”).

RECITALS

A. WHEREAS, Firehouse Development is the owner of Unit 103 of TSV Firehouse, a Condominium at 9 Firehouse Road, Taos Ski Valley, New Mexico, all as shown and described on Exhibit A hereto, which Firehouse Condominium building was constructed under a New Village Firehouse Project Participation Agreement with the Village dated January 25, 2022, for the construction of a new firehouse facility therein (in Unit 101) for the Village.

B. WHEREAS, Firehouse Development has now leased to the Village Unit 101 of the TSV Firehouse Condominium for the Village’s use as the Village’s new Fire Department Facility together with an option to purchase Unit 101 under the “Agreement for Lease of New Fire Department Facilities With Option to Purchase” dated effective January 1, 2024, as amended (“Lease”) (Exhibit B).

C. WHEREAS, the Village community is also in need of a permanent location for a U.S. Post Office Facility housing secure Post Office Boxes for the public and for providing other U.S. Postal services to the public. The current U.S. Post Office in the Village is being housed on a temporary basis within Taos Ski Valley, Inc.’s (“TSVI”) “Taos Tent” located on Thunderbird Road, which temporary space (Taos Tent) is scheduled for demolition in the near future.

D. Whereas, Firehouse Development (an affiliate of TSVI) is willing to gift and donate to the Village, and the Village is willing to accept, Unit 103 in the new Neil King Firehouse Condominium Building under the terms and conditions set forth hereafter to ensure that the Village will have a permanent, secure location for a permanent U.S. Post Office Facility within the Village to better serve the community of Taos Ski Valley and the Public.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and the agreements by the Parties set forth herein, Firehouse Development (Grantor) and the Village (Grantee) agree as follows:

1.0 Firehouse Development's Gift of Unit 103 to the Village for a U.S. Post Office Facility: Terms and Conditions of Gift to Village.

1.1 **Gifted Property.** The real property to be dedicated and gifted to the Village ("Property") is located at 9 Firehouse Road, Taos Ski Valley, New Mexico, and described as Unit 103 of 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.

Firehouse Development agrees to dedicate, gift, and convey the Property to the Village, and the Village agrees to accept the Property from Firehouse Development, for the purpose of operating a U.S. Post Office facility housing secure Post Office Boxes for the public and for providing other U.S. Postal services to the public, upon the terms and provisions contained herein.

1.2 **Appraisal.** Firehouse Development, at its cost, shall obtain and provide to the Village an appraisal of the Property. The Village will cooperate with Grantor in all respects in connection with reporting the donation of the Property for tax purposes.

1.3 **Form of Transfer Deed; Reversion if Not Used for U.S. Postal Facility (Exhibit C).** The parties agree that the Property will be conveyed by special warranty deed substantially in the form attached as **Exhibit C**. The Village acknowledges that the Property is being conveyed and gifted without financial consideration that represents its fair market value due to the substantial benefit provided by a new post office facility that will accrue to the Village, the community of Taos Ski Valley, New Mexico, the public at large, including Grantor, its affiliates, and their respective employees, visitors and guests. In recognition of such mutual public benefit, the Village expressly agrees that, in the event the Property is ever not used for post office purposes, the Property will revert to the Grantor, as stated in the special warranty deed, and that the Village will cooperate with any and all action needed at such time to vest fee simple title in Grantor or Grantor's designee.

1.4 **Participation in Condominium Association (COA).** The Village acknowledges that the Property is a unit in a condominium and will be conveyed with all appurtenances thereto, including without limitation the right to use, maintain and benefit from common elements in the condominium. The Unit will be subject to assessments for common expenses and compliance with the condominium's governing documents. As owner of a unit in the condominium the Village will have the opportunity to participate in management of the condominium, including by designating individuals to serve on the board of directors, committees, etc., in accordance with the governing documents of the condominium.

1.5 Condominium Information. In connection with the Village's due diligence described below, Firehouse Development shall cause the condominium association governing the Property to deliver copies of the condominium's governing documents, a current budget and confirmation of insurance. In connection with Closing and conveyance of the Property, Firehouse Development shall provide to the Village and Title Company confirmation that all condominium assessments have been paid through the Closing Date.

2.0 The Village's Obligation as to Lease Unit 103.

2.1 The Village's Obligation to Lease Unit 103 to the U.S. Postal Service Under All Applicable Provisions Contained in the Lease for Unit 101 (new Fire Department) (Exhibit B). The Village represents and covenants that, as of the Closing Date, it will have an agreement in place to operate the Property as a U.S. Post Office, on standard lease terms acceptable to the parties and reasonably acceptable to the condominium association. Such terms are substantially set forth in Grantor's lease of adjacent property to the Village, a copy of which is attached as Exhibit B.

2.2 Village to Pay DIF for Unit 103. The Village shall pay or waive any Village Development Impact Fees for Unit 103 prior to recording the gift / conveyance Special Warranty Deed attached as Exhibit C hereto.

3.0 Other terms Regarding Use of Unit 103 and TIDD Reimbursement of Costs to Grantor.

3.1 Use. The Village hereby commits that this Unit 103 will be used only as a U.S. Post Office Facility or other appropriate municipal function or public service in the future and such commitment will be reflected as a "right of reversion" clause in the Special Warranty Deed to the Village for Unit 103.

3.2 TIDD. As appropriate (and subject to the formal TIDD Board and Village Review, TSVI or Firehouse Development may seek TIDD reimbursement for other uncompensated costs of dedicated public infrastructure associated with this gift of Unit 103 to the Village, including the cost of the appraisal.

3.3 Parking for Post Office. The Village shall be solely responsible for arranging for all parking required for post office purposes. The Village acknowledges that no parking spaces on the condominium property where the Property is located have been expressly allocated to any certain unit although parking near Unit 103 has been designated as a common element as shown on Exhibit B to the Special Warranty Deed. Grantor agrees to reasonably cooperate with any requests of the condominium association to designate parking for post office uses.

4.0 Village Due Diligence.

4.1. Due Diligence. The Village represents and warrants that it is familiar with the Property and has had, and will have prior to Closing (defined below), adequate opportunity to conduct any and all inspections of the legal and physical condition, development and use of the

Property, including without limitation, access, utility services, water rights, mineral rights, review of title, obtaining a commitment and policy of title insurance, the financial feasibility of its intended use of the Property, the suitability of soil and terrain of the Property, and the suitability of building sites and all other conditions on or affecting the Property for the Village's use thereof. Such inquiries and investigations of the Village shall be deemed to include, but shall not be limited to, the physical components of the Property, the condition of the Property, the presence of hazardous wastes and substances on or under the Property, such state of facts as an accurate survey and inspection of the Property would show, the present and future zoning ordinances, resolutions and regulations of the governing authority where the Property is located, and the value and marketability of the Property.

4.2 Title and Title Insurance. As soon as practicable after the date of this Agreement, Firehouse Development shall, at its cost, obtain and provide to the Village a current commitment ("Commitment") for an owner's policy ("Policy") of title insurance covering the Property in the amount of the appraised value of the Property. The Village agrees that, upon conveyance of the Property, it shall have had adequate opportunity to review and approve of the Commitment and all exceptions to coverage thereunder.

At the closing and conveyance of the Property, the Village shall purchase, at its sole expense, (i) a title insurance policy with such extended coverage as determined by the Village ("Village Title Policy"), and (ii) a simultaneous-issued owner's policy of title insurance for Firehouse Development, with standard exceptions 1-5 deleted and a condominium endorsement attached thereto ("Grantor Title Policy"). Firehouse Development may elect to obtain additional extended coverage, at its own cost.

4.3 Termination; Waiver. In the event that, prior to Closing, the Village determines that the Property is not suitable for the Village, the Village may terminate this Agreement upon written notice to Grantor. In the event that the Village provides no such notice prior to Closing, the Village shall be conclusively deemed to have accepted the Property as-is.

4.4 As-Is Conveyance. Grantor hereby discloses and disclaims, and the Village hereby acknowledges and accepts, that Grantor is conveying the Property "AS IS, WHERE IS, AND WITH ALL FAULTS", in its present condition, and specifically and expressly without any warranties (except warranties in the Special Warranty Deed to the Village for Unit 103) representations or guaranties, either express or implied, of any kind, nature or type whatsoever from or on behalf of Grantor, its affiliates, agents or contractors, and their respective members, managers, officers, directors, employees, agents, attorneys and contractors (collectively, the "Grantor Parties"). The Village acknowledges that the Village has not relied, and is not relying, on any information, documents, other literature, maps or sketches, projections, pro formas, statements, representations, guaranties or warranties (whether express or implied, oral or written) that may have been given by, or on behalf of, Grantor. The Village has conducted, and shall

continue to conduct prior to Closing, or waive its right to conduct, such due diligence as the Village has deemed or shall deem necessary or appropriate.

4.5 Release. By accepting the deed to the Property and closing the transactions contemplated herein, the Village, on behalf of itself and its successors and assigns, shall thereby release each Grantor Party from, and waive all claims arising out of or related to conditions, losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever (collectively, "Liabilities") against each and every Grantor Party attributable to, or in connection with the Property and this Agreement, whether arising or accruing before, on or after the Closing and whether attributable to events or circumstances which arise or occur before, on or after Closing, including, without limitation: (a) all statements or opinions heretofore or hereafter made, or information furnished, by any Grantor Party; (b) all liability with respect to the physical or environmental condition of the Property, including, without limitation, all Liabilities relating to the release, presence, discovery or removal of any hazardous or regulated substance, waste or material that may be located in, at, about or under the Property, or connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., or any related claims or causes of action (collectively, "Environmental Liabilities"); and (c) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property.

4.6 Successors and Assigns. The provisions of this Section 4 shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that the Village shall not assign this Agreement without Grantor's prior written consent, which may be withheld or conditioned in Grantor's sole discretion. Any purported assignment without such prior consent shall be null and void *ab initio*, and Grantor shall have no obligations hereunder. The provisions of this Section 4 shall be deemed reaffirmed by the Village by acceptance of the deed to the Property and shall survive the Closing.

4.7 Limitation on Grantor's Liability. Notwithstanding any provision to the contrary contained in this Agreement, the maximum aggregate liability of Grantor Parties, and the maximum aggregate amount which may be awarded to and collected by the Village, in connection with this Agreement or the Property shall not exceed One Thousand Dollars (\$1,000). The Village acknowledges the material benefit it receives through this Agreement and receipt of the Property, the receipt of valuable consideration for the limitation in this paragraph, and that it knowingly consents to this limitation. The provisions of this paragraph shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

5. Closing.

5.1. Closing Date. The closing of the donation and conveyance of the Property contemplated herein (the "Closing") shall take place at the offices of First New Mexico Title & Abstract Company, Inc. ("Title Company"), whose address is 602 Paseo Del Pueblo Sur, P.O. Box 000, Taos, New Mexico, 87571, on or before _____, (the "Closing Date"). The Closing Date may be extended upon the request by Grantor for additional time for valuation of the Property or other tax purposes, and by agreement of the parties.

5.2. Grantor's Obligations at Closing. At the Closing, Grantor shall deliver to the Village a special warranty deed to the Property, in the form attached hereto, and shall execute and deliver to the Village all other documents contemplated expressly or impliedly in this Agreement.

5.3. The Village's Obligations at Closing. At the Closing, the Village shall deliver to Grantor any and all documents contemplated expressly or impliedly in this Agreement.

5.4. Escrowed Closing. The parties agree that the Title Company shall serve as escrow agent for the Closing. At the Closing, Grantor shall deliver all documents of conveyance executed by Grantor hereunder, a settlement statement signed by Grantor setting forth an accounting of funds to be received and disbursed by the Title Company (the "Settlement Statement"), and all other documents signed by Grantor contemplated herein and/or reasonably requested in connection with the Closing. At the Closing, the Village shall deliver to the Title Company the Settlement Statement signed by the Village, and all other documents signed by the Village contemplated herein and/or reasonably requested by the Title Company.

5.5. Taxes and Other Prorated Items. On or before the Closing Date, Grantor shall have paid all taxes, assessments, condominium association fees and other charges relating to the Property through the calendar year prior to that of the Closing Date, and such taxes, assessments, fees and other charges relating to the Property for the calendar year of the Closing Date shall be apportioned between Grantor and the Village as of the Closing Date based upon information available at the time of the Closing and shall be binding upon the parties.

5.6. Closing Expenses. On the Closing Date, The Village shall be solely responsible for the payment of any and all recording fees of conveyance, the cost of the Village Title Policy and the cost of the Grantor Title Policy (including the deletion of standard exceptions 1, 2, 3, 4 and 5 therefrom and the addition of a condominium endorsement thereto). The parties shall each pay their own attorneys' fees and costs.

5.7. Designation for Reporting to IRS. The parties agree to take all actions and sign all necessary documentation in order to designate a reporting person responsible for complying with all reporting requirements relating to this real estate transaction pursuant to the Internal Revenue Code and regulations promulgated thereunder.

5.8. Possession; Risk of Loss. As of the Closing Date, Grantor shall deliver possession of the Property to the Village. Risk of loss to the Property shall shift from Grantor to the Village as of the Closing Date.

6.0 Representations and Warranties.

6.1 Anti-Terrorism. The Village represents and warrants it is not in violation of any Anti-Terrorism Law, and the Village is not, as of the date hereof: (i) conducting any business or engaging in any transaction or dealing with any person or entity prohibited by law, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such person or entity; (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property prohibited by law; or (iii) engaging in or conspiring to engage in any transaction that evades, or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, and Title 3 of the USA Patriot Act, and any regulations promulgated by any of them.

6.2 Anti-Bribery. In consideration of Grantor entering into this Agreement with the Village, the Village hereby acknowledges, certifies, warrants and undertakes to Grantor that: (i) it has not offered, promised, given or agreed to give and shall not during the term of this Agreement offer, promise, give or agree to give any person or entity any bribe on behalf of Grantor or otherwise with the object of obtaining a business advantage over Grantor or otherwise; it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and/or anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices act of 1977; and (iii) it has, and will maintain in place, effective accounting procedures and internal bribery controls necessary to record all expenditures in connection with this Agreement.

6.3 No Discrimination. The Village warrants and covenants that the Village and its employees, agents, directors and officers shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, religion or disability by curtailing or refusing to furnish accommodations, facilities, services or use privileges offered to the public generally. In addition, the Village and its employees, agents, directors and officers shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

6.4 Acknowledgement of B-Corp Benefit. Firehouse Development and the Village acknowledge that the conveyance of the Property as contemplated herein shall create a general public benefit of a positive impact on society and the environment, taken as a whole, that is material to the parties, the residents of Taos Ski Valley, New Mexico, and the public as a whole.

7.0 General Provisions.

7.1 Cooperation by the Parties. Firehouse Development and the Village agree to cooperate and provide each other with necessary construction and other access easements to enable each Party to carry out the terms of this Agreement.

7.2 Insurance. Firehouse Development will maintain its current insurance coverage on the Property prior to Closing, at which time risk of loss shall shift to the Village. At all times on and after the Closing Date, the Village shall maintain property and liability coverage for Unit 103 and the acts of its employees under the New Mexico Public Liability Fund as reflected in the Certificate of Coverage delivered to Firehouse Development concurrently herewith. 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.* The Village shall further maintain coverage for its employees in compliance with the New Mexico Workers' Compensation Act and the New Mexico Unemployment Compensation Act. If any part of the Property is destroyed or damaged prior to the Closing, the Village may either: (a) terminate this Agreement upon written notice and the parties shall be released from all further obligations under this Agreement; or (b) proceed to the Closing. In either event, Grantor shall be entitled to retain any and all insurance proceeds available due to such damage or destruction or Grantor, in Grantor's sole and uncontrolled discretion, may elect to assign such insurance proceeds to the Village.

7.3 Notice Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if by United States certified mail, return receipt requested, addressed as follows:

If to the Village:

Village of Taos Ski Valley
Attn: Village Administrator
7 Firehouse Road
P.O. Box 100
Taos Ski Valley, NM 87525

If to Firehouse Development, LLC:

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

Firehouse Development and the Village shall each have the right from time to time to change the place notice is given under this paragraph by written notice thereof to the other Party.

7.4 Headings; Interpretation. The headings used in this Agreement are for the convenience of the Parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be] limited to" were annexed thereafter. The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement. The parties agree that this Agreement has been prepared jointly and shall not be construed against any party on the basis of draft preparation by that party.

7.5 Consent; Further Assurances. The Village shall not unreasonably withhold or delay its consent with respect to any matter for which the Village's consent is required or desirable under this Agreement. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Seller or Buyer, or their respective counsel, may reasonably require in order to effect the intents and purposes of this Agreement. Further, Seller and Buyer agree to deliver to the Title Company such affidavits and other documents as may reasonably be necessary or required to enable the Title Company to issue the Title Policy as contemplated in this Agreement.

7.6 No Third Party Beneficiary Intended. Nothing in this Agreement, express or implied, is intended to confer upon any party other than Firehouse Development and the Village, and their respective successors and assigns.

7.7 No Waiver of the Village's Land Use Authority Rights. Nothing herein shall be construed to be a waiver or compromise of the Village's land use authority and approval rights, inspection or review authority and rights related thereto, except for the express duties and obligations herein; provided further, nothing in this Agreement shall prohibit Firehouse Development and any successor owner from availing themselves of the rights and privileges generally accorded to Village property owners by the duly adopted land use and development ordinances, rules, and regulations of the Village, and the Village shall provide such rights and privileges to Firehouse Development and any successor owner not inconsistent herewith in accordance with law.

7.8 Litigation by Third Parties. In the event this Agreement, or any provision thereof, is challenged in a court of law or administrative proceeding by anyone not a party hereto, Firehouse Development and the Village agree to do all things reasonably necessary to protect and defend the validity, enforceability, and effectiveness of this Agreement.

7.9 No Partnership. The Parties acknowledge that neither Firehouse Development nor the Village is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting party with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall create a partnership, joint venture, or other joint enterprise between the Parties, or give either Firehouse Development or the Village any interest in the business or affairs of the other.

7.10 Authority. The undersigned signatories represent that each has the power and authority to bind their respective entities. Each further agrees to provide upon request such resolutions, certificates or other documentation reasonably required to evidence such power and authority.

7.11 Dispute Resolution. In the event of a breach, disagreement, or dispute arising out of or related to this Agreement for which Firehouse Development may reasonably seek or require prompt or emergency relief or assistance, Firehouse Development 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 Agreement, 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 Agreement 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.

7.12 Waiver of Right to Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

7.13 Condemnation. In the event that any portion of the Property shall be taken in condemnation or under the right of eminent domain before the Closing Date, this Agreement, at

the option of Grantor, may be declared null and void and, in such event the Village agrees to pay to Grantor a liquidated amount of \$10,000 as reasonable compensation for Grantor's expenses in seeking to convey a gift of real property. Such amount and terms are agreed upon by and between Grantor and the Village as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof and as a reasonable estimate of just compensation for the harm caused Grantor.

7.14 Commissions. Grantor and the Village each represent and warrant to the other that no real estate broker, agent or salesperson has been engaged in connection with the transactions contemplated herein.

7.15 Final Agreement. This Agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This Agreement incorporates all the Agreements, covenants, and understanding between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged and made a part of this written Agreement. No prior agreements or understandings, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied herein this Agreement.

7.16 Binding Effect. This Agreement shall be binding upon the parties, their heirs, successors-in-interests and assigns. The provisions of this Agreement shall survive the Closing and shall not be merged, extinguished or superseded by the execution or delivery of any document required hereunder including any conveyance or assignment.

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

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

7.19 Jurisdiction. In the event of a dispute regarding this agreement, the Parties agree that New Mexico law and exclusive jurisdiction shall apply and the proper venue shall be the Eighth Judicial District Court, Taos County, in the Town of Taos, New Mexico.

IN WITNESS WHEREOF, Firehouse Development (TSV) LLC and the Village of Taos Ski Valley have caused this Agreement to be executed as of the date first set forth above.

[Signature pages follow.]

AGREED TO:

FIREHOUSE DEVELOPMENT (TSV), LLC,
a Delaware limited liability company

By: _____

Peter J. Talty

Its Vice President

Date: _____

STATE OF NEW MEXICO)

)ss.

COUNTY OF TAOS)

The forgoing instrument was acknowledged before me this ____ day of
_____, 2024, J. Talty, Vice President of Firehouse Development (TSV) LLC.

Notary Public

AGREED TO:

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

By: _____

Chris Stanek

Its Mayor

Date: _____

Attest:

Ann Marie Wooldridge

Village Clerk

Approved by Action of the

Village Council at its Meeting

Held the ____ day of _____, 2024

STATE OF NEW MEXICO)

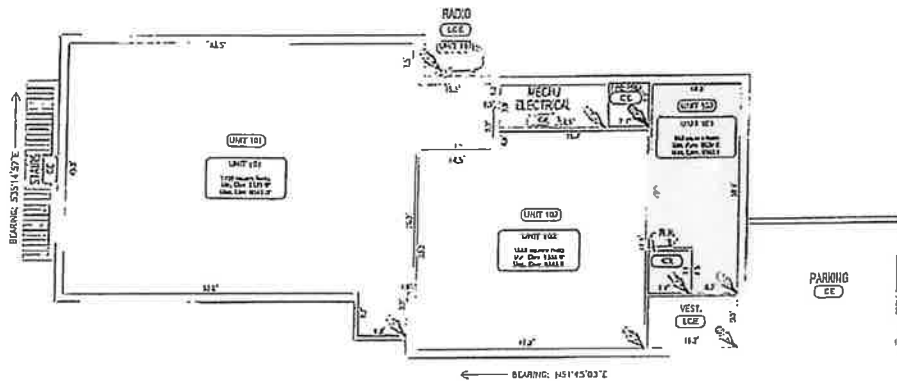
)ss.

COUNTY OF TAOS)

The forgoing instrument was acknowledged before me this ____ of _____,
2024, by Chris Stanek, Mayor of the Village of Taos Ski Valley.

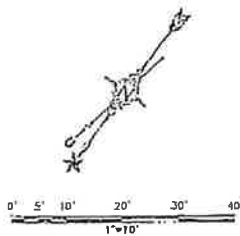
Notary Public

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



GROUND FLOOR
& FIRST FLOOR

LEGEND
 CE CONCRETE ELEMENT
 LCE LAYERS ELEMENT
 UNIT 101 UNIT 102



Unit Tie Data	
Ground Floor & First Floor	
Unit 101	CEILING
Unit 102	CEILING
Unit 103	CEILING
Unit 104	CEILING
Unit 101	CEILING
Unit 102	CEILING
Unit 103	CEILING
Unit 104	CEILING
Unit 101	CEILING
Unit 102	CEILING
Unit 103	CEILING
Unit 104	CEILING

SHEET 5 of 7

CONDOMINIUM SURVEY

CONDOMINIUM SURVEY, FIREHOUSE CONDOMINIUM, LLC

SECTION 5 AND 6, T. 22N, R. 34E, S. 40W

TSV Firehouse, a Condominium



Red Tail Surveying, Inc.
 Complete Land Surveying and
 Boundary Surveying
 215A Main Street
 Taos, New Mexico 87571
 (505) 231-1111
 www.redtailsurveying.com

Sinal / signed
2/16/24

**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 #5 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. 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.

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.

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 (Taos Ski Valley, Inc., its Sole Member/Owner) 116 Sutton Place, Taos Ski Valley, New Mexico 87525 P.O. Box 90, Taos Ski Valley, New Mexico 87525 Attention: Peter J. Talty, Vice President Email: Peter.Talty@bllc.com Telephone (575) 776-2291
Tenant	Village of Taos Ski Valley 7 Firehouse Road, Taos Ski Valley, New Mexico 87525 P.O. Box 100, Taos Ski Valley, New Mexico 87525 Attention: John Avila, Village Administrator Email: javila@vtsv.org <u>For Monthly Lease Rent Invoices (to be sent by email only):</u> Attention: Carroll Griesedieck, Finance Director Email: carroll@vtsv.org 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 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 not 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 a 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 and Section 39 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:

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@blc.com

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

[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
Peter J. Talty
Its: Manager / Vice President

Tenant:

VILLAGE OF TAOS SKI VALLEY, a New Mexico Municipal Corporation

DATED: Feb. 16, 2024

By: Chris Stande
Chris Stande
Its: Mayor

Attest:

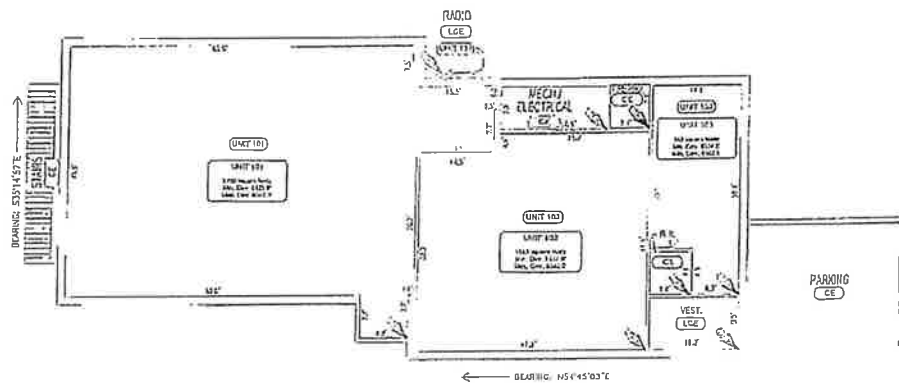
Anne M. Wooldridge
Anne Marie Wooldridge, Village Clerk

Approved by Action of the Village Council at its meetings
held on January 19, 2024 and February 16, 2024.

Exhibit A

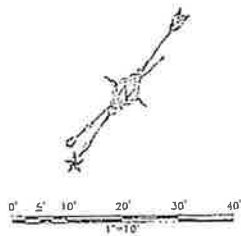
Premises

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



GROUND FLOOR
& FIRST FLOOR

LEGEND
 CE CONCRETE ELEMENT
 LGE LIGHTING EQUIPMENT
 UNIT 101 POINT



Unit Tie Data Ground Floor & First Floor			
UNIT	REASON	DISTANCE	
UNIT 101	ADJACENT	25.11'	
UNIT 102	ADJACENT	25.11'	
UNIT 103	ADJACENT	25.11'	
UNIT 104	ADJACENT	25.11'	
UNIT 101	ADJACENT	25.11'	
UNIT 102	ADJACENT	25.11'	
UNIT 103	ADJACENT	25.11'	
UNIT 104	ADJACENT	25.11'	

SHEET 5 of 7

CONDOMINIUM SURVEY

Ground Floor, First Floor, Second Floor, Third Floor

Section 1 and 2, T.22N, R.14E, N.M.S.

Section 1 and 2, T.22N, R.14E, N.M.S.

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Section 1 and 2, T.22N, R.14E, N.M.S.

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Section 1 and 2, T.22N, R.14E, N.M.S.

Section 1 and 2, T.22N, R.14E, N.M.S.

EXHIBIT A

to Interim Lease with Option to Purchase the
 Neal King Memorial Firehouse (Unit 101)

TAOS COUNTY
VALERIE RAE MONTOYA, CLERK
000475528
Book 1187 Page 113
1 of 24
01/04/2024 02:01:32 PM
BY GEORGAS

CONDOMINIUM DECLARATION
FOR
TSV FIREHOUSE, A CONDOMINIUM

Exhibit B
to the
Condominium Declaration
for
TSV Firehouse, a Condominium

Unit	Interior Square Feet	Percentage Interest/ Common Expense Liability
Unit 101	3,130.00	21.81%
Unit 102	1,582.00	11.03%
Unit 103	555.00	3.87%
Unit 200	5,166.00	36.00%
Unit 300	3,916.00	27.29%
Totals: 5 Units	14,349.00	100.00%



signed/signed
2/16/24

**FIRST AMENDMENT TO
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 First Amendment to Interim Lease with Option to Purchase the Neal King Memorial Firehouse (Unit 101) ("First Amendment") 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").

Recitals

A. Landlord and Tenant are parties to that certain Interim Lease with Option to Purchase the Neal King Memorial Firehouse (Unit 101) ("Lease") with respect to the fire station Premises described therein, located at 9 Firehouse Road, Taos Ski Valley, New Mexico, and described as Unit 101 in 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.

B. Landlord and Tenant desire to amend certain dates and the schedule for payments of Rent set forth in the Lease, upon the terms and provisions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the following agreements and undertakings of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Lease and agree as follows:

1. **Commencement Date.** Paragraph 1 of the Lease is amended to provide that the Commencement Date of the Lease is March 1, 2024. Prior to the Commencement Date, Tenant may access and store personal property on the Premises, without payment of Rent and at Tenant's sole risk, without liability to Landlord.

2. **Rent Payments.** Paragraphs 1 and 4 of the Lease are amended to provide that Rent shall be paid as follows:

a. Tenant will make one (1) payment in the amount of \$4,000.00, representing the monthly Rent due from the Commencement Date through June 30, 2024. Such initial payment of Rent will be delivered on or before March 18, 2024.

b. Thereafter, Rent in the amount of \$6,000.00 will be paid twice annually, on July 1 and January 1 of each calendar year, beginning on July 1, 2024.

PJ1.

c. Any other amounts advanced by Landlord or otherwise payable as additional Rent under the Lease shall be paid as and when due, or within thirty (30) days following Tenant's receipt of an invoice, as applicable.

3. **Miscellaneous.** In the event of any inconsistency between the terms and provisions of this First Amendment and those of the original Lease, the terms and provisions of this First Amendment shall control. This First Amendment may be executed and signed electronically pursuant to paragraph 36 of the Lease and delivered by separate signature pages or in counterparts which, together, shall constitute one agreement. As expressly amended hereby the Lease remains in full force and effect between the parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment 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

By: 

Chris Stanek

Its: Mayor

Attest:


Anne Marie Wooldridge, Village Clerk

Approved by Action of the Village Council at its meetings held on January 19, 2024 and February 16, 2024.

SPECIAL WARRANTY DEED

[GIFT OF UNIT 103 TO THE VILLAGE OF TAOS SKI VALLEY
FOR USE AS A U.S. POST OFFICE FACILITY]

FIREHOUSE DEVELOPMENT (TSV), LLC, a Delaware limited liability company (hereafter "Grantor") for good and valuable consideration acknowledged hereto, grants to the VILLAGE OF TAOS SKI VALLEY, a New Mexico municipal corporation (hereafter "Grantee"), the following real estate in Taos County, New Mexico.

[All as Described on Exhibit A hereto]

SUBJECT TO THE FOLLOWING: This conveyance is, and shall be construed to be, expressly subject to the following condition subsequent: In the event that, at any time, the real estate hereinabove described shall ceased to be used primarily as an active U.S. Post Office facility, then the Grantee hereinabove named shall automatically forfeit title to said real estate, together with any and all improvements located thereon, and said title shall revert to and vest automatically in the above-named Grantor, without any action or consideration by, or from, it whatsoever.

With Special Warranty Covenants.

Dated this ____ day of _____, 2024.

GRANTOR:

FIREHOUSE DEVELOPMENT (TSV), LLC,
a Delaware limited liability company

By: _____
Peter J. Talty
Its Vice President

Acknowledgement

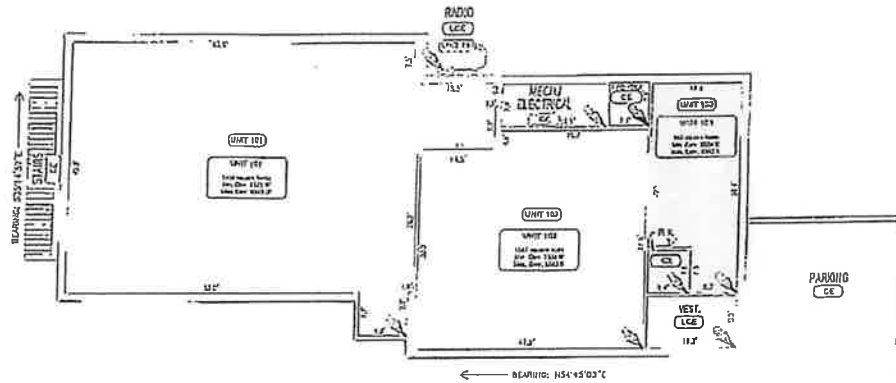
STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Peter J. Talty, Vice President of Firehouse Development (TSV), LLC.

Notary Commission

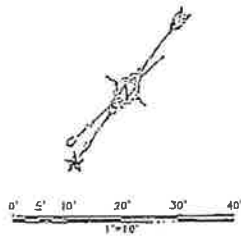
Exhibit C TO AGREEMENT FOR
GIFT OF TSV FIREHOUSE
CONDOMINIUM UNIT 103

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



GROUND FLOOR
& FIRST FLOOR

LEGEND
 CE COMMON ELEMENT
 UCE UNIT COMMON ELEMENT
 UCE UNIT COMMON ELEMENT

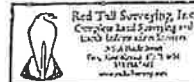


Unit Title Data	
Ground Floor & First Floor	
Unit 101	60,000 sq. ft.
Unit 102	15,000 sq. ft.
Unit 103	15,000 sq. ft.
Unit 104	15,000 sq. ft.
MECH CE	15,000 sq. ft.
ELEC CE	15,000 sq. ft.
VENT CE	15,000 sq. ft.
PARKING CE	15,000 sq. ft.
RADIO CE	15,000 sq. ft.

SHEET 5 of 7

CONDOMINIUM SURVEY

Condominium Survey, Firehouse, TSV, LLC
 Section 1 and 2, T 22N, R 12E, S 10E



TSV Firehouse,
 a Condominium

Joe Canepa

From: Joe Canepa <jfcanepa@newmexico.com>
Sent: Wednesday, July 10, 2024 1:38 PM
To: 'John Appel'
Subject: FW: Firehouse - Post Office Parking
Attachments: 2024-600 TSV Firehouse landscapePlan.pdf; OVERALL SITE PARKING PLAN rev 032322.pdf; TSV - Firehouse Rd. - parking variance request 022822.pdf

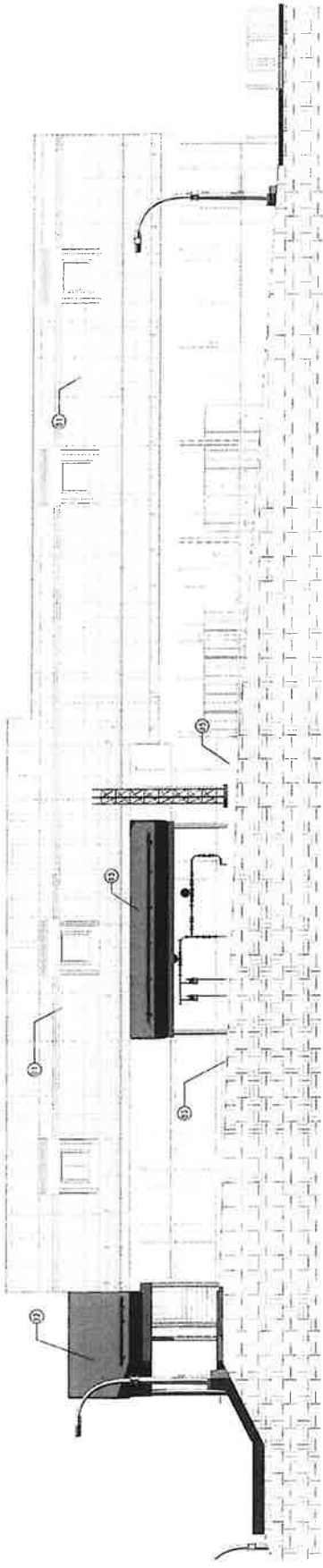
John : Attached is the current "Parking Plan" for the Firehouse Building itself and, in particular, Parking for Unit 103 – Post Office – NOTE : This confirms there are 2 parking spaces to the east of the Firehouse Building (1 to provide curb side access for mail delivery and 1 for ADA parking for post office patrons. (This should "fly " with PO officials under Village lease with PO – let me know if you see any problem). Joe

GENERAL NOTES

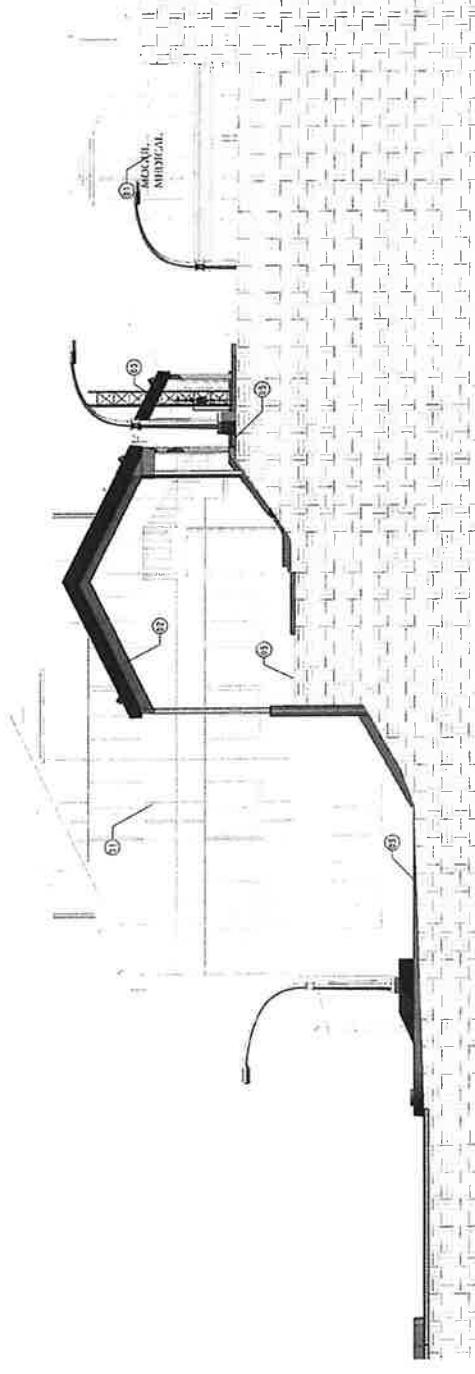
1. CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD. ALL DIMENSIONS TO FACE OF CURB, WALLS, OR COLUMNS AND WALLS.
2. REFER TO PROPOSED FLOOR PLANS FOR MORE INFORMATION.

KEYED NOTES

- 01 EXISTING BUILDING FOOTPRINT (PROPOSED)
- 02 EXISTING DRIVEWAY (PROPOSED)
- 03 NEW SECONDARY COVER (FOR METERS)
- 04 NEW CONCRETE SLAB (PROPOSED)
- 05 NON-EROSION CONTROL (GRAVEL)



① SOUTH ELEVATION
20'0" x 15'0"



② WEST ELEVATION
20'0" x 15'0"

PARKING TABLE PER VEHICLE AND SPOT, MONTHLY			SPACES REQUIRED	SPACES PROVIDED
SPACE AND AREA	GRID COORDINATION		3	2 + 1 AIDA
MOBILE VEHICAL 3500 SF	22.1 CLINIC, ONE SPACE PER CONCRETE		8	3
PRE-PURCHASE 2000 SF	22.1.7 SERVICE ESTABLISHMENT; 1 SPACE PER 800 SF		3	3
PRE-PURCHASE OFFICE 1383 SF	22.1.7 OFFICE 1 SPACE PER 500 SF		3	3
OTHER OFFICE 1344 SF	22.1.7 OFFICE 1 SPACE PER 500 SF		3	3
POST OFFICE 833 SF	22.1.7 SERVICE ESTABLISHMENT; 1 SPACE PER 500 SF		2	2 + 1 AIDA + 1 AIDA = 3 INCLUDING ONLY
LEVEL 3 TOTAL OFFICES 5719 SF	22.1.7 OFFICE 1 SPACE PER 500 SF		13	1 + 1 AIDA
	TOTAL		27	27

LIVING DESIGNS GROUP ARCHITECTS

122A Doña Luz St. | Taos, NM 87571 | T: 575.751.9481 | arch@ldgtaos.com

TAOS SKI VALLEY INC.— FIREHOUSE RD. PROJECT

LOCATION: FIREHOUSE RD, VILLAGE OF TAOS SKI VALLEY, NM

2/28/22

PROJECT NARRATIVE:

The two proposed buildings will be nestled into the forested hillside off of Firehouse Rd. One will provide a new facility for the Village of Taos Ski Valley Fire Department and the Village Post Office on the first floor and permanent office space for Taos Ski Valley Inc. on the second floor. The other building will be a new location for the Mogul Medical Clinic which serves the Village and the ski area. Both buildings will be in the Alpine style common to the Village, with gabled roofs, board and batten siding, and stucco. They will be built into the hillside with entrances to each floor at finish grade. Heated concrete walkways and stairs will be used to provide connection between levels and with existing exterior circulation. The roadways and drainage will be designed to improve access and maintenance for all occupants of the area.

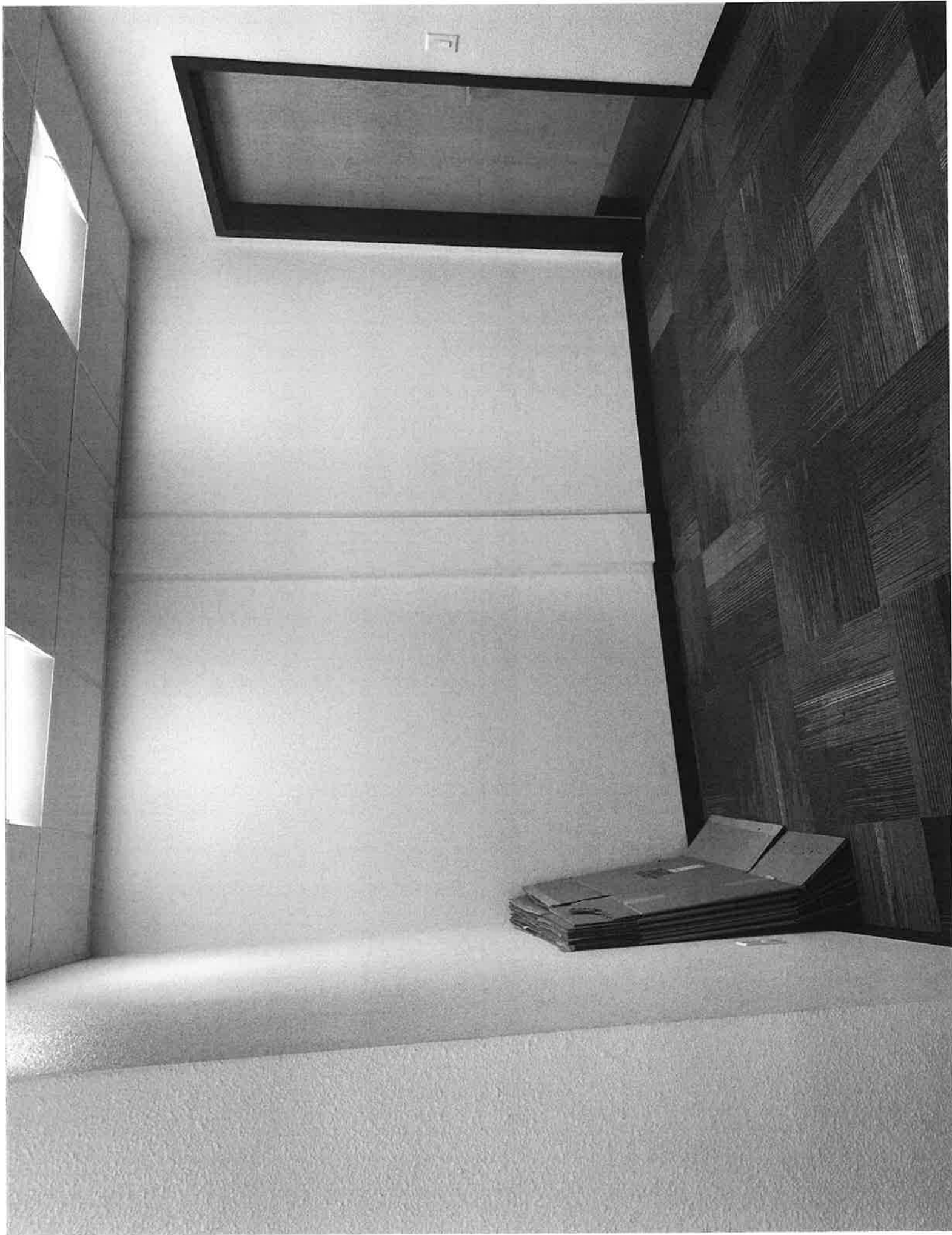
The objective of this project for TSVI is to relocate essential office space from the Core Village Zone and create a new central location for these employees to reduce traffic in and around the CVZ. At the same time, it will allow the much-needed upgrade of existing Village facilities without increasing the traffic burden on the neighborhood, its streets or the Village's maintenance requirements.

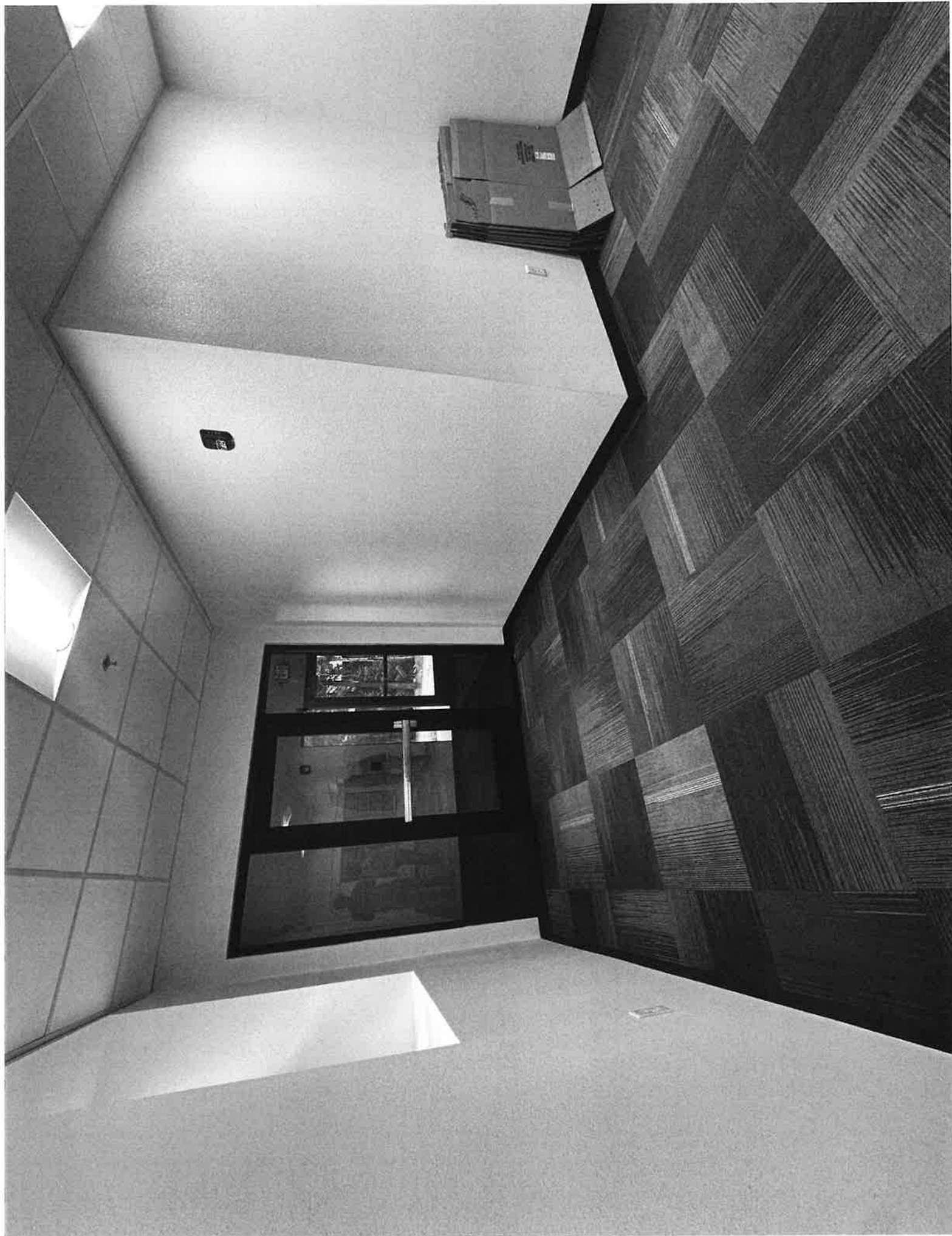
PARKING VARIANCE REQUEST:

In order to provide minimal site disturbance and to not increase traffic flow on Firehouse Rd., Taos Ski Valley Inc. would like to request a variance to the required off-street parking stipulated by VTSV ORD 2017-30 Section 22 for their proposed new facilities. In regard to Section 25.4 of the Village Ordinance, the proposed parking plan will cause no significant hazard, annoyance or inconvenience to nearby properties by not increasing the current traffic flow in the area. By utilizing existing off-site parking areas for the occupants, the character of the neighborhood will also be maintained. With the improvements to the roadways and drainage, the project will not impose a cost burden on the Village.

The on-site parking plan addresses the public needs of both the new medical clinic and the Post Office by providing clear access and more than the minimum required parking spaces, including ADA accessible spaces in both locations. TSVI employees currently park in a designated staff parking lot, the Deer Lot, approximately 670 feet of travel distance and to the southeast of the proposed new buildings. They then use provided ground transportation or walk to their place of work, mostly in the Core Village Zone. The arrangement, as shown in the submitted plans, is a continuation of the typical parking condition for TSVI employees and is in line with the allowance for off-site parking provided in section 22.1 for the CVZ. VTSV Administration, Fire Department and Post Office personnel as well as visitors will be offered a dedicated area at the front of the TSVI staff parking area.

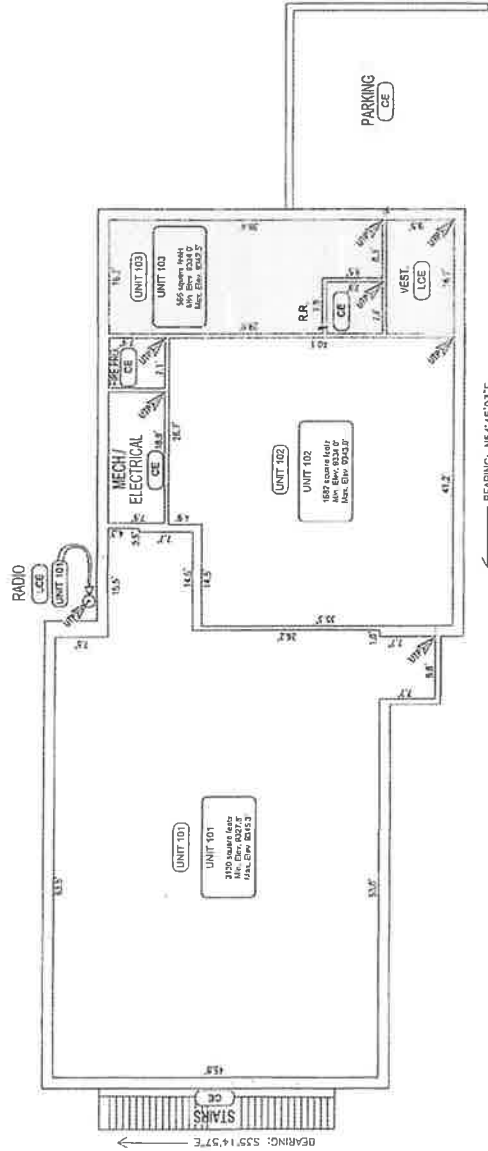
PARKING TABLE			SPACES AND AREA		DIO CLASSIFICATION		SPACES REQUIRED	SPACES PROVIDED	LOCATION	NOTED NOTE
PHYSICIAN OFFICE	MOBILE MEDICAL OFFICE	22.21 CLINIC SPACE PER DOCTOR	2	1	1	1	1	1	ON SITE PARKING LOT	1
PHYSICIAN OFFICE	PHYSICIAN OFFICE	22.27 SERVICE ESTABLISHMENT: 1 SPACE PER 50 SQ FT	3	1	1	1	1	1	ON SITE PARKING LOT	2
PHYSICIAN OFFICE	PHYSICIAN OFFICE	22.27 OFFICE: 1 SPACE PER 50 SQ FT	3	1	1	1	1	1	ON SITE PARKING LOT	4
PHYSICIAN OFFICE	PHYSICIAN OFFICE	22.27 OFFICE: 1 SPACE PER 50 SQ FT	3	1	1	1	1	1	ON SITE PARKING LOT	6
PHYSICIAN OFFICE	PHYSICIAN OFFICE	22.27 SERVICE ESTABLISHMENT: 1 SPACE PER 50 SQ FT	3	1	1	1	1	1	ON SITE PARKING	9
PHYSICIAN OFFICE	PHYSICIAN OFFICE	22.27 OFFICE: 1 SPACE PER 50 SQ FT	12	1	1	1	1	1	ON SITE PARKING LOT	1





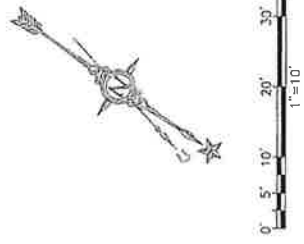


Within the Antoine Leroux Grant in the Village of Taos Ski Valley, Taos County, New Mexico



Unit Tie Data

Ground Floor & First Floor	Bearing	Distance
Unit 101	N69°55'58" W	97.47'
Unit 102	N65°59'44" W	55.86'
Unit 103	N46°44'53" W	59.39'
Mech. CE	N57°32'44" W	55.66'
Fire Pro CE	N55°07'37" W	32.19'
R.R. CE	N54°50'19" W	61.77'
West. LCE	N45°01'39" W	49.53'
Radio LCE	N65°37'44" W	118.26'



GROUND FLOOR & FIRST FLOOR

LEGEND

CE COMMON ELEMENT

LCE LIMITED COMMON ELEMENT

UPP UNIT TIE POINT

SHEET 5 of 7

Red Tail Surveying, Inc.
 Surveying & Mapping
 Earth Information Services
 201-A Hondo Street
 Taos, New Mexico 87375-1454
 www.redtailsurveying.com

CONDOMINIUM SURVEY

Current owner: Firehouse Development (FD), LLC

Section 4 and 5, T 27N, R 14E, N40M

**TSV Firehouse
a Condominium**

Drafter: MacLIS Project: Robert A. Wolf Date: 12 Dec 2023 Scale: 1"=10' Job no. 2651-06-CND

**Exhibit B to Special
Warranty Deed**

CONDOMINIUM UNIT 103

SPECIAL WARRANTY DEED
[GIFT OF UNIT 103 TO THE VILLAGE OF TAOS SKI VALLEY
FOR USE AS A U.S. POST OFFICE FACILITY]

FIREHOUSE DEVELOPMENT (TSV), LLC, a Delaware limited liability company (hereafter "Grantor"), as a gift, dedicates and grants to the VILLAGE OF TAOS SKI VALLEY, a New Mexico municipal corporation (hereafter "Grantee"), whose address is 7 Firehouse Road, P.O. Box 100, Taos Ski Valley, New Mexico 87525, the following described real estate in Taos County, New Mexico:

All as described on Exhibit A hereto and incorporated herein by this reference;

SUBJECT TO THE FOLLOWING: This conveyance is, and shall be construed to be, expressly subject to the following condition subsequent: In the event that, at any time, the real estate herein described shall ceased to be used primarily as an active U.S. Post Office facility, then the Grantee (and any successor in title to said Grantee) shall automatically forfeit title to said real estate, together with any and all improvements located thereon, and said title shall revert to and vest automatically in the Grantor, without any action or consideration by, or from, it whatsoever; provided, however, that Grantee, on behalf of itself and its successors and assigns in title, covenants and agrees to execute and deliver any and all such documents and agreements as may be requested or required by or on behalf of Grantor to effectuate such reversion and vest fee simple title in Grantor, free and clear of any right, title or interest of Grantee, its successors or assigns, and any person or entity claiming by, through or under Grantee or its successors or assigns;

With Special Warranty Covenants.

[Signature pages follow.]

EXHIBIT A TO
AGREEMENT FOR GIFT OF TSV FIREHOUSE, A CONDOMINIUM UNIT 103

Dated this _____ day of _____, 2024.

GRANTOR:

FIREHOUSE DEVELOPMENT (TSV), LLC,
a Delaware limited liability company

By: _____
Peter J. Talty
Its: Vice President

Acknowledgement

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024,
by Peter J. Talty, Vice President of Firehouse Development (TSV), LLC, on behalf of said entity.

Title of Office: _____

[Official Stamp]

Special Warranty Deed – Firehouse Development to Village of Taos Ski Valley,
Page 3 of 4

Exhibit A to Special Warranty Deed
[GIFT OF UNIT 103 TO THE VILLAGE OF TAOS SKI VALLEY
FOR USE AS A U.S. POST OFFICE FACILITY]

Real property in Taos County, New Mexico, more particularly described as follows:

Unit 103 in TSV Firehouse, a Condominium, as described in the Condominium Declaration for TSV Firehouse, a Condominium, filed for record on January 4, 2024, as Document No. 000475528, in Book 1187, at pages 113-136, and as shown on the condominium plat and plans entitled "TSV Firehouse, a Condominium", in the Village of Taos Ski Valley", filed for record on January 4, 2024, in Cabinet F, at page 180-A, as Document Number 475527, records of Taos County, New Mexico as shown on Exhibit B hereto;

SUBJECT TO:

1. All rights of reversion set forth in this Deed.
2. Taxes and assessments for the year 2024 and subsequent years not yet due and payable.
3. Utility charges and assessments, not yet due and payable.
4. Condominium association charges and assessments, not yet due and payable.
5. Easements, covenants, conditions, reservations, restrictions and matters of record.
6. All matters set forth in that certain Condominium Declaration for TSV Firehouse, a Condominium, filed for record on January 4, 2024, as Document No. 000475528, in Book 1187, at pages 113-136, and as shown on the condominium plat and plans entitled "TSV Firehouse, a Condominium", in the Village of Taos Ski Valley", filed for record on January 4, 2024, in Cabinet F, at page 180-A, as Document Number 475527, records of Taos County, New Mexico

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Creation of a Village of Taos Ski Valley position of Project Manager

DATE: October 18, 2025

PRESENTED BY: Acting Village Administrator Virgil Vigil

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

RECOMMENDATION: Staff recommends approval of creating this position.

Coordinating internal resources and vendors to increase quality, timeliness, and financial benefit of projects. Ensure that all projects, milestones, and goals are delivered on time, within scope and within budget.

As a project engineer/manager, the selected applicant will coordinate people and processes to ensure that village projects are delivered on time and produce the desired results. They will be the go-to person for everything involving the selected projects, organization and timeline.

Specific duties include developing project plans, timelines, ensuring resource availability, allocation and delivering every project on time within scope and budget. As a project manager I will act as a coordinating figure, dealing with stakeholders across all areas of the project. I will interpret the needs, expectations, and limitations of each, and bring them together with the aim of successful project delivery.

Responsibilities

- Coordinate internal resources and third parties/vendors for increased efficiency of project execution.
- Ensuring that all projects are delivered on-time within budget and within scope
- Develop project scopes, objectives, timelines, and involving all relevant stakeholders and ensuring technical feasibility. Ensure resource allocation and availability.
- Develop detailed project plans to track project progress and quality.
- Use appropriate verifications processes to manage changes to project scopes, schedules, and costs.
- Measure project performance and milestones using appropriate systems, tools, and techniques.
- Report and escalate to management as needed
- Manage relationships between clients, and all stakeholders.
- Perform risk management to minimize project risks.
- Create and maintain comprehensive project documentation
- Interpretation of the desired outcome into a detailed plan that can be implemented by a project team

- Planning and forecasting of the project
- Acquisition of appropriate staff, materials, and equipment
- Liaising with contractors, suppliers, and internal company stakeholders
- Management of the project team
- Ongoing reporting of the project progress
- Ensuring that all aspects of the project proceed while adhering to internal company SOPs as well as external regulations and laws – this includes maintenance of project documentation
- Troubleshooting problems as they arise on a project – finding efficient and effective solutions
- Commissioning and qualification responsibilities
- GIS management and the management of technical electronic services for the Village.
- Master plan development and maintenance
- ICIP continuous development and reporting
- Develop and maintain planning processes for the Village and responding to and overseeing any planning services or functions that are requested by the Village.

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration of Lodgers Tax Board's recommendations for changes to FY25 LT budget, and discussion.

DATE: October 18, 2025

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The Lodgers Tax board met on October 7, 2024, to consider acceptance of two new funding requests for FY25. These will be presented for discussion by the Lodgers Tax Board to anticipate a November resolution and BAR for changes to this budget.

RECOMMENDATION: Staff recommends Consideration of Lodgers Tax Board's recommendations for changes to FY25 LT budget, and discussion.

RASE Grant Air Service Matching Fund Proposal

A Brief History

- 2017 – Completion of 8,600' cross-wind runway
- 2018 – Taos Air began with winter service to Dallas and Austin
- 2019 – Addition of winter service to Los Angeles and San Diego
- 2020 – 15 month pause of service due to pandemic
- 2021 – Addition of summer service to all four markets
- 2022 – Partnership with JSX
- 2024 – Transition to Town of Taos/State support of air service.

Air Service Transition

- Town of Taos providing air service through Rural Air Service Enhancement grant program (RASE)
 - \$11.4 million in funding
 - Requires local match of \$1.14M (10%)
 - Supports 2+ years of air service with 35% more flying
- The Town now contracts directly with JSX to provide air service
- The Town has committed \$320k in matching funds.
 - Town is asking the County, VTSV, and TSVI to contribute to the remaining \$820k match.
- Request \$150k annual match contribution from VTSV

Route Network Updates

- Year-round service:
 - Denver/Broomfield (BJC) – 2x per week
 - Creates 104 new Taos flights per year.
- Seasonal service (Winter/Summer)
 - Dallas (DAL) – 4x per week
 - Austin (EDC) – 4x per week
 - Carlsbad/San Diego (CLD) – 4x per week
 - Increases weekly frequencies to 4x (3x previous seasons)
 - Burbank/LA (BUR) – 4x per week
 - Increases weekly frequencies to 4x (3x previous seasons)

35% increase in annual flights vs previous seasons

JSX Air Service Program
Survey Summary
Summer 2022 & Winter 2022-2023

September 18, 2023

Source: This data is from the Town of Taos June 2023 Comparative Economic/Fiscal Impact & Marketing Analysis of Taos Air Fliers prepared by Southwest Planning & Marketing.

DIRECT ECONOMIC IMPACT (12 months)*						
Community	Summer		Winter		Total	
Taos Ski Valley	\$	470	9.1%	\$	7,180	34.3%
County	\$	1,750	34.0%	\$	5,500	26.2%
Town of Taos	\$	1,740	33.8%	\$	5,240	25.0%
Angel Fire	\$	590	11.5%	\$	1,885	9.0%
Red River	\$	440	8.5%	\$	1,025	4.9%
Other	\$	160	3.1%	\$	130	0.6%
Total	\$	5,150	100.0%	\$	20,960	100.0%
*Does not include an additional \$10m of projected indirect economic impact that brings the total impact to \$36m.						

VISITOR DATA				
Community	Lodging Nights		% of Time Spent	
	Summer	Winter	Summer	Winter
Taos Ski Valley	5%	24%	12%	40%
County	36%	34%	30%	19%
Town of Taos	33%	27%	32%	22%
Angel Fire	11%	8%	11%	9%
Red River	9%	7%	7%	3%
Other	6%	0%	8%	7%
Total	100%	100.0%	100%	100%



Taos Ski Valley, Inc. JSX ground Transportation for 2025

I. Vehicle Fleet (seven vehicles):

- One 41-passenger diesel Shuttle Bus with luggage storage
- Two 44-passenger diesel school buses
- One 32-passenger diesel bus with luggage storage
- Two leased mid-size shuttle buses
- One 14-passenger mini-bus

II. Stops:

- Taos Airport, Amizette (by request), Firehouse Road (by request), Upper Sutton Place and Thunderbird Road (Cid's Market)

III. Markets

- Winter and Summer seasonal service:
 - i. Austin – four flights per week
 - ii. Dallas – four flights per week
 - iii. Burbank – four flights per week
 - iv. Carlsbad – four flights per week
 - v. Denver – two flights per week
- Year-round – service to mirror date of Resort opening
 - i. Denver – Two flights per week
 - ii. Other TBD

IV. Service available for all Taos Ski Valley Residents and guests traveling to and from Taos Airport for scheduled JSX flights

V. Anticipated costs of year-round service: \$200K, of which TSVI is requesting a 50% contribution from the Village. This service provides a reliable and convenient option for guests and residents of VTSV, who are otherwise limited by parking restraints and minimum options for ridesharing in Taos.



Taos Ski Valley, Inc. Staff Shuttle for 2025

I. Vehicle Fleet (seven vehicles):

- One 41-passenger diesel Shuttle Bus with luggage storage
- Two 44-passenger diesel school buses
- One 32-passenger diesel bus with luggage storage
- Two leased mid-size shuttle buses
- One 14-passenger mini-bus

II. Schedule:

- Winter – November 18th through April 7th
 - Eight to fourteen roundtrips per day, seven days/week
 - Seven to nine stops between town and TSV
- Summer – June through September
 - Daily service within TSV – six to eight trips per day

III. Service available for all staff of Taos Ski Valley lodges and businesses

IV. Anticipated costs of year-round service with new buses is \$250k. TSVI requests a \$40k contribution from the Village.

Lodger's Tax Budget			
2024/2025			
Revenues		<u>Collection</u>	
Projected Collections		\$650,000.00	
Beginning Balance		<u>\$303,774.43</u>	
Total Revenues		\$953,774.43	
Expenditures			
VTSV - CC		\$355,000.00	
Special Projects		\$30,000.00	
Community Proposals:		\$32,500.00	
Field Ins.	\$3,000.00		
Taos School of Music	\$7,000.00		
Taos Opera	\$3,500.00		
TSV Inc. Fireworks (New Years Eve & Ernie's BD)	\$10,000.00		
Winter Wine Festival	\$9,000.00		
TSV Employee Shuttle		\$40,000.00	
RTD Shuttles:		\$45,000.00	
Air Service:		\$85,638.24	
23/24 Projected collections over \$500,000 \$.50 on the Dollar			
Parks & Rec Requests		\$15,000.00	
Administrative Fee		\$45,000.00	
Village Website: Cover 50% of cost up to \$20,000.00		\$20,000.00	
Legal Services		\$1,000.00	
Audit		<u>\$5,000.00</u>	
Total Expenditures		\$674,138.24	
Total Revenue		\$953,774.43	
Total Expenditure		<u>\$674,138.24</u>	
Ending Balance		\$279,636.19	
		10/7/2024	

**Village of
Taos Ski Valley
Lodger's Tax Advisory Board Meeting Agenda
Snakedance Conference Room
Monday October 7, 2024 – 1:30PM**

- I. Call to Order.**
- II. Roll Call.**
- III. Approval of Agenda.**
- IV. Approval of Minutes from the June 19, 2024, Meeting**
- V. Review 2023/2024 Budget**
 - a. Total Collections for 2023/2024: \$671,276.48**
 - b. Ending Balance for 2023/2024: \$303,774.87**
- VI. 2024/2025 Budget**
 - a. See attached 2024/2025 Budget**
- VII. JSX Funding**
- VIII. Airport Transportation**
- IX. Miscellaneous**
- X. Announcement of the Date, Time, and Place of the next meeting of the Village Lodger's Tax Advisory Board**
- XI. Adjournment**

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 2014	\$2,832.98	\$7,764.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,688.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88	\$8,960.06	\$6,207.19	\$6,521.15	\$71,990.70	\$56,655.53	\$68,454.45	\$74,080.27	\$1,667.88	\$3,332.25
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,336.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY2019	\$8,692.23	\$17,791.85	\$15,936.00	\$15,977.48	\$11,905.77	\$18,255.86	\$89,403.18	\$100,794.38	\$105,205.05	\$122,892.45	\$12,426.36	\$5,097.57
YTD	\$8,692.23	\$26,484.08	\$42,420.08	\$58,397.56	\$70,303.33	\$88,559.19	\$177,962.37	\$278,756.75	\$383,961.80	\$506,854.25	\$519,280.61	\$524,378.18
FY2020	\$9,107.40	\$23,176.76	\$18,926.00	\$18,538.79	\$15,121.36	\$16,682.78	\$100,415.47	\$111,589.79	\$111,413.82	\$68,226.73	\$472.24	-\$453.54
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09	\$201,968.66	\$313,558.35	\$424,972.17	\$493,198.90	\$493,671.14	\$493,217.60
FY2021	\$8,171.37	\$15,170.58	\$12,836.91	\$17,194.52	\$14,423.38	\$6,231.96	\$55,290.11	\$42,558.56	\$84,760.20	\$96,555.93	\$10,267.66	\$7,219.30
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76	\$74,028.72	\$129,318.83	\$171,877.39	\$256,637.59	\$353,193.52	\$363,461.18	\$370,680.48
FY2022	\$18,245.95	\$38,815.26	\$26,765.37	\$22,996.72	\$22,728.29	\$23,037.99	\$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
FY2023	\$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
FY2024	\$15,690.29	\$29,101.64	\$25,637.57	\$27,515.65	\$20,581.13	\$18,825.49	\$101,428.16	\$123,107.15	\$142,151.41	\$146,838.89	\$11,996.85	\$8,402.25
YTD	\$15,690.29	\$44,791.93	\$70,429.50	\$97,945.15	\$118,526.28	\$137,351.77	\$238,779.93	\$361,887.08	\$504,038.49	\$650,877.38	\$662,874.23	\$671,276.48
FY2025	\$18,348.58	\$28,047.57										
YTD	\$18,348.58	\$46,396.15	\$46,396.15	\$46,396.15	\$46,396.15	\$46,396.15	\$46,396.15	\$46,396.15	\$46,396.15	\$46,396.15	\$46,396.15	\$46,396.15

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

VILLAGE OF TAOS SKI VALLEY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING JUNE 30, 2024

LODGER'S TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
214-0001-41300 LODGERS' TAX	8,402.25	671,276.48	700,000.00	28,723.52	95.9
TOTAL SOURCE 41	8,402.25	671,276.48	700,000.00	28,723.52	95.9
TOTAL FUND REVENUE	8,402.25	671,276.48	700,000.00	28,723.52	95.9

0.*

171,276.48x

0.5=

85,638.24*+

0.*

**Taos Ski Valley
Minutes
From October 7, 2024
Lodger's Tax Advisory Board Meeting**

- I. Meeting called to order 1:32PM**
- II. Board Members**
 - Present: Roger Mariani mariani@snakedancecondos.com 776-2277
 - Present: Brent Knox brentknoxtsv@taosnet.com 806-367-2040
 - Absent: Kent Forté kforte@edelweisslodgeandspa.com 737-6900
 - Present: Chris Stagg jcs@skitaos.org 776-2291 Ext. 2227
 - Present: Henry Caldwell henrycaldw9810@gmail.com 770-9261
 - Guests Present: Carroll Griesedieck, Ryan Scovil, Ann M. Wooldridge, Chaz Rocky, Joe Zvada, Bob Coaron
- III. The Agenda was Approved:**
 - Motion by: Chris Stagg & Second by: Brent Knox Approved 4-0
- IV. Approval of Minutes from June 19, 2024 Meeting**
 - A. Motion by: Chris Stagg & Second by: Brent Knox Approved 4-0
- V. Review 2023/2024 Budget**
 - A. Year End Collections: \$671,276.48
 - B. Ending Balance: \$303,774.87
- VI. Review 2024/2025 Proposed Budget**
 - A. See Attached Copy
 - 1. Increased Beginning Balance to \$303,774.43
 - 2. Increased Total Revenues to \$953,774.43
 - 3. Increased 2023/2024 Air Service Final Balance from \$84,000 to \$85,638.24
 - 4. Increased Total Expenditures from \$672,500.00 to \$674,138.24
 - 5. Lowered Ending Balance from \$281,274.43 to \$279,636.19
- VII. Town of Taos Proposal for JSX Air Service**
 - A. See Attached Proposal
 - 1. Joe Zvada and Chaz Rocky Recommended Increasing the \$120,000 Grant to \$150,000.00.
 - 2. Support The Town of Taos Proposal for JSX Air Service for \$150,000.00 per year for the Next 2 Years for a Total of \$300,000.00.
 - B. Motion by: Chris Stagg & Second by: Brent Knox Approved 4-0
- VIII. TSV, Inc Proposal for Airport Transportation**
 - A. See Attached Proposal
 - 1. Ryan Scovil is Requesting \$100,000.00 for Airport Transportation To/From Taos Airport
 - 2. Support the TSV, Inc proposal for ground transportation To/From Taos airport
 - B. Motion by: Henry Caldwell & Second by: Brent Knox Approved 3-0; Chris Stagg abstained
- IX. Miscellaneous**

X. Advisory Board Recommendations

A. Proposals to Consider Funding:

- 1. JSX Air Service Request is \$150,000 per Year (2 years)**
- 2. Air Service Ground Transportation Request is \$100,000 per Year (2 years)**
- 3. TSV Employee Shuttle Request is \$40,000 per Year**
- 4. RTD Shuttles Request is \$45,000 per Year**
- 5. Village Administration Fee Request is \$45,000 per Year**
- 6. Village Website Request is \$20,000**

B. The Lodgers Tax Board sees merit and wishes to support all of these proposals and requests. Current Lodger's Tax Collections do not support funding all of these requests. We would like to ask the Village of Taos Ski Valley to consider supporting these requests utilizing funds from both Lodger's Tax and the General Fund. We feel that these programs would have a significant impact for tourism in the Valley, which in turn will result in increased collections of Lodger's and Gross Receipts Taxes.

XI. Announcement of the Next VTSV Lodgers Tax Advisory Board Meeting

A. TBD.

XII. Adjournment

- 1. Motion by: Chris Stagg & Second by: Brent Knox Approved 4-0**



FUNDING AGREEMENT

This Agreement is hereby made and entered into by and between the **TOWN of TAOS**, a New Mexico political subdivision (hereinafter "**TOWN**") and **Village of Taos Ski Valley – PO Box 100, Taos Ski Valley, NM 87525 (AGENCY)**. For good and valuable consideration and in consideration of the terms, conditions and provisions set forth below, the parties agree as follows.

1. **Scope of Work.** The TOWN has requested funding from AGENCY for the purpose of aiding the TOWN with a 10% grant match in providing rural air services to promote regional economic development.
2. **Address & Phone Contact.** The address (mailing and, if different, physical location) and phone number(s) of AGENCY are:

Village of Taos Ski Valley
PO Box 100
Taos Ski Valley, NM 87525
3. **Term.** This Agreement shall be effective from October 1, 2024, and cease on June 30, 2026.
4. **Funding.** AGENCY shall provide funding to the TOWN in the amount of \$260,000.00 (Two Hundred Sixty Thousand Dollars) to be paid in two equal installments in the amount of \$130,000.00 no later than January 31, 2025 for Fiscal Year 2025 and no later than January 31, 2026 for Fiscal Year 2026. Said funding is for the purpose identified above and shall not be used for any other purpose.
5. **Consideration.** In exchange for the funding from AGENCY to the TOWN as described herein, the TOWN shall provide rural air services to promote regional economic development to the benefit of AGENCY.
6. **Termination.** This Agreement shall be in effect during the term specified above or until both parties agree to terminate the Agreement by modification pursuant to Paragraph 10 of this Agreement to reflect termination. If this Agreement is terminated prior to January 31, 2025, upon written request from AGENCY, TOWN agrees to provide an accounting of funds provided from AGENCY to TOWN.
7. **Non-Agency.** AGENCY agrees that it shall not and will not purport to bind TOWN to any obligation not assumed herein by TOWN.
8. **Indemnification.** AGENCY agrees to defend, indemnify, and hold harmless the TOWN from any and all claims, suits, and causes of action, which may arise from AGENCY's performance under this Agreement unless specifically exempted by New Mexico law.
9. **Conflict of Interest.** AGENCY warrants that AGENCY presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with AGENCY's performance of this Agreement.
10. **Modification and Amendment.** The terms, conditions, provisions and requirements of this agreement shall not be subject to modification or amendment unless the modification or amendment is in writing, clearly specifies the terms, conditions, provisions and requirements which are being modified or amended, and is signed by each party.

11. **Severability.** In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
12. **Scope of Agreement.** This agreement incorporates all of the understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
13. **Applicable law.** This agreement shall be governed by the laws of the State of New Mexico.
14. **Jurisdiction and Venue.** Any legal proceeding brought against TOWN or AGENCY, arising out of this agreement, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.

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

Village of Taos Ski Valley

Town of Taos

Virgil Vigil, Acting Village Administrator

Pascualito M. Maestas, Mayor

Date

Date

Attest:

Francella R. Garcia, Town Clerk

Approved As To Form:

Christopher John Stachura, Town Attorney