



VILLAGE COUNCIL SPECIAL MEETING
VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
WEDNESDAY MARCH 5, 2025, 3:00 P.M.

1. CALL TO ORDER AND NOTICE OF MEETING
2. ROLL CALL
3. APPROVAL OF THE AGENDA
4. NEW BUSINESS

A. Consideration and possible approval of RESOLUTION 2025-012. A RESOLUTION APPROVING CONTRACT 2025-001: CONTRACT AGREEMENT, GENERAL CONTRACTOR ON DEMAND

B. Consideration and possible approval of a letter of support for the North Central Regional Transit District PROTECT Grant Application and authorization for the Mayor to sign on behalf of the Village.

C. Council ratification of the Mayor's recommendation of VTSV Fire/EMS Chief Matt Rogers as the VTSV representative on the Holy Cross Hospital Board of Directors Nominating Board for 2025.

D. Consideration and possible approval of a recommendation of the Code Official and Planning and Zoning Commission for the waiver of the number of permitted temporary banner-type signs for Taos Cannabis Co., dba TreeLine, a Cannabis Company, allowing up to 3 (existing) business non-lit banners attached to the building, suspended under the front porch overhang while the permanent monument sign is delivered and able to be constructed, based on weather.

5. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL
6. ADJOURNMENT

VILLAGE OF TAOS SKI VALLEY

Village Council

Agenda Item

AGENDA ITEM TITLE: Introduction, consideration, and request to publish and schedule for public hearing **RESOLUTION 2025-012:**

DATE: February 26, 2025

PRESENTED BY: Rick Bellis, Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended.

BACKGROUND INFORMATION: Staff are presenting this Resolution to approve a contract to allow unplanned repairs and replacements within the water distribution system to be made under and on-call contract by the same contractor already doing the planned distribution system upgrades, replacements and extensions, so as to ensure a uniform quality of materials and workmanship throughout the system, and so as to avoid a reoccurrence of the same mix-and-match problems we inherited and are encountering now.

The contractor is familiar with the system, having been the primary installer to-date, and the current and intended design specifications, the system shut-offs and by-passes, and weather, geologic and hydraulic conditions that are encountered.

The emergency fix and patch approach has historically proved time consuming, expensive and temporary in nature, draining Village resources away from intended and more high priority long-term improvements.

Staff believes that this approach, while initially slightly more expensive, can actually prove more cost-effective in the long-term as the crews responding will be better prepared and outages will be shorter by replacing sections between junctions, rather than spot leakages that often turning into bigger jobs and have to match multiple-types of materials with out-of-date materials not in stock or requiring custom solutions.

The contract is for an initial one (1) year term, renewable as needed.

The contractor is on the approved State Contract list and the contract meets New Mexico procurement and public purchasing requirements and will be funded at least initially by the application of existing state funding for the water distribution system that are in excess of needs for prior projects.

RECOMMENDATION: Staff recommends approval of the Resolution and the contract per the terms, as outlined.

VILLAGE OF TAOS SKI VALLEY

RESOLUTION 2025-012

**A RESOLUTION APPROVING CONTRACT 2025-001: CONTRACT AGREEMENT, GENERAL
CONTRACTOR ON DEMAND**

WHEREAS, The Village of Taos Ski Valley has inherited an aging public water distribution network, and

WHEREAS, the severe terrain, geology, and weather, in addition to numerous natural springs create severe conditions leading to the corrosion, freezing, breakage and unpredictable failure of older elements of the system, and

WHEREAS, the Village and TIDD are engaged in an active campaign to replace, upgrade and expand the Village water distribution system, and

WHEREAS, history has shown that quick fix repairs to older sections of the system tend to only reoccur and can result in additional, more extensive damage when trying to do repairs in frozen ground, and

WHEREAS, this process is historically proving to drain significant resources intended for and better used for permanent systems upgrades and expansion, and

WHEREAS, having an on-call contract with the contractors currently installing the Village's system replacement, upgrades, and expansion to its municipal water distribution network and already familiar with the engineering and design standards of the current and intended future system to address emergency repairs by replacing those failing sections with the same materials, process and specifications consistent with the long-term improvements being made is a more cost-effective approach and will eliminate future failures in those same sections,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY THAT:

The Village does hereby approve Contract 2005-001 for Contractor On Demand Services with Anchor Built for addressing emergency repairs by the replacement and installation of water distribution system failures, consistent with all other engineered and designed and state funded and approved installations, upgrades and expansions in order to provide a more consistent network throughout the Village and system with uniform standards, and to reduce the amount of water loss, wasted Village resources, and reoccurring failures.

PASSED, ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS
SKI VALLEY, THIS 5th DAY OF MARCH, 2025

VILLAGE OF TAOS SKI VALLEY

VOTED FOR 4
AGAINST 0
ABSTAINED 0



Christ Stanek, Mayor

ATTEST:



Marlene Salazar
Acting Village Clerk



**CONTRACT AGREEMENT
GENERAL CONTRACTOR ON DEMAND**

THIS AGREEMENT made this 30th day of November, 2024, by and between the Village of Taos Ski Valley a political subdivision of the State of New Mexico (hereinafter called "Owner"), and **AnchorBuilt, Inc.** (hereinafter called "Contractor").

WHEREAS, the Owner desires to enter into a written agreement with the Contractor for "Utilities Construction Services" and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents, and the order of precedence are as follows: This Agreement including Exhibit A and any subsequently awarded Work Orders, Modifications, Addenda, Special Provisions, General Conditions, Supplemental Technical Specifications, Specifications, Drawings and Standard Drawings, together with any other documents executed by the parties hereto and specifically identified as constituting a part of the Contract Documents. These form the Contract Documents, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

THE WORK OF THIS CONTRACT

- 2.1 That for and in consideration of the mutual covenants and agreements herein contained to be well and faithfully performed, the parties hereto agree as follows:
- 2.2 The Contractor, under the terms and conditions in this Agreement agrees to perform for the Owner "Utilities Construction Services" on an as needed basis, and more fully described in the Scope of Work for each individually awarded Work Order.
- 2.3 Owner does not guarantee any number of projects to be awarded to Contractor under this Agreement. The Contractor agrees and understands that failure to perform the Work to the satisfaction of the Owner may affect future selections to perform subsequent Work Orders under this Agreement.
- 2.4 Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services to perform and complete the Work for the Construction of each Work Order in strict accordance with the Contract Documents, including all Addenda thereto. During the term of this Agreement, each Project will be identified by a Work Order, and a scope of work will be provided by the Owner.
- 2.5 The Contractor shall execute the entire Project described in the Work Order, except to the extent specifically indicated in the Work Order to be the responsibility of others.
- 2.6 In addition to specification listed in 5.1 below, the construction of all projects under this Agreement will be governed by and in accordance with the Contract Documents, NMDOT Special Provisions, Project Drawings, and NMDOT Supplemental Specifications, if applicable.

ARTICLE 3

TERM OF AGREEMENT

- 3.1 This Agreement shall become effective upon the date of final execution and shall continue for a one (1) year period but may be amended in amount and extended by date by mutual agreement of both parties in writing.

ARTICLE 4

OWNER RESPONSIBILITY

- 4.1 The OWNER agrees, to perform all duties as enumerated below:
- (a) To issue individual Work Orders under these Contract Documents, for Construction services as needs arise.
 - (b) To designate specific representatives to act in behalf of the OWNER.
 - (c) To give thorough consideration to all sketches, working drawings, specifications, offers and other documents submitted by the Contractor, and to inform the Contractor in writing of its decisions within a reasonable time so as not to interrupt or delay the work of the Contractor.
 - (d) To give the Contractor written notice of any change in the quality or scope of the Project.
 - (e) To give prompt written notice to the Contractor of any defects in the Project which the Owner observes or otherwise becomes aware of.

ARTICLE 5

THE CONTRACTOR'S RESPONSIBILITY

- 5.1 CONTRACTOR AGREES, to perform all necessary Construction and related services in connection with awarded projects, and as enumerated below:
- (a) To respond and provide an offer to the Owner to individual Work Orders issued under these Contract Documents, for Construction services as needs arise.
 - (b) To perform, as needed, all services as set forth in the Scope of Work as set forth in each individually awarded Work Order.
 - (c) To attend such conferences with the Owner's designated representatives as may be requisite to a complete understanding of each identified project.
 - (d) To perform all services in strict compliance with standard drawings, building codes and ordinances, if applicable, and other lawful regulatory authorities.
 - (e) To obtain any and all permits required and secure all utilities locating as required, unless agreed otherwise by the Owner.

ARTICLE 6

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 6.1 Date of commencement and Substantial Completion shall be as established in agreement by the Owner and Contractor for each Work Order.

ARTICLE 7

CONTRACT PRICE AND PAYMENTS TO CONTRACTOR

- 7.1 The Contract Price shall be set forth in the Work Order Estimate for each individual project. The Contract Price constitutes the total compensation payable to Contractor for performing the Scope of Work. The Contract Price may only be changed by an approved Change Order.
- 7.2 Owner may accept or reject any Work Order Estimate when presented. Upon rejection of the Work Order, the Owner and Contractor may negotiate the project scope to fit funding available or for any other reason.
- 7.3 All payments to be made in compliance with NM Stat § 57-28-5 (2001, as amended 2007). The Contractor shall be paid for services rendered satisfactorily upon completion of each work order. The Owner shall make payment within twenty-one (21) days following receipt of an invoice. In the event that Owner disputes an invoice, Owner shall notify the Contractor of the dispute within five (5) business days and shall promptly pay the non-disputed portions of the invoice. If owner fails to pay the contractor within twenty-one (21) days the owner shall pay interest to the contractor beginning on the twenty-second day after payment was due.

ARTICLE 8

WORK ORDER AUTHORIZATIONS

- 8.1 The Contractor agrees that all offers submitted for each individual Work Order project may not be withdrawn for a period of thirty (30) calendar days after being submitted to the Owner for consideration.
- 8.2 In cases of Emergency Work all verbal authorizations shall be followed up with proper written documentation including a completed Work Order and Owner's Purchase Order as soon as possible after start of any emergency work.

ARTICLE 9

INSURANCE AND BONDS

- 9.1 The Contractor shall not commence any work under a Work Order until the bonds, if required, have been obtained and submitted to the Owner. Performance and Payment Bonds in amounts no less than those set forth in Section 13-4-18 NMSA 1978 shall be required for any work for which the offer price exceeds twenty-five thousand dollars (\$25,000) pursuant to any single Purchase Order.
- 9.2 The Contractor shall not commence any work under this Agreement until the insurances required have been obtained, and the proper certificates have been submitted to the Owner, designating the Owner as an additional named insured. Unless otherwise specifically agreed in writing, the Contractor shall provide evidence of general liability insurance coverage of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

ARTICLE 10

NM PROCUREMENT REGULATIONS

- 10.1 The Contractor certifies that the Contractor has been approved for and is on the approved NM State Contract list and is thus, therefore, pre-qualified to perform work under New Mexico General Services Division, Statewide Price Agreement No. 30-0000-23-00070 AG or an equivalent successor Price Agreement, and will maintain
such status in good standing throughout the term of this contract.

ARTICLE 11

PREVAILING WAGE

- 11.1 All work covered by this Agreement shall be in accordance with applicable State laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions, if applicable.
- 11.2 A wage rate decision will be required by the Public Works Minimum Wage Act on projects costing sixty thousand dollars (\$60,000) or more and funded in part by state or local funding.
- 11.3 Contractor agrees to comply with the current prevailing wage rate determination, when applicable to individual projects.

ARTICLE 12

MISCELLANEOUS PROVISIONS

- 12.1 License. Contractor must possess and maintain during the term of this Agreement a current and active New Mexico General Contractor's license.
- 12.2 Subcontracting. Contractor shall not subcontract any portion of the Work pursuant to this Agreement without the prior written approval of Owner. In the event any portion of the Work is subcontracted, Contractor shall comply with all provisions of the New Mexico Subcontractors Fair Practices Act, NMSA 1978, §§ 13-4-31 to 13-4-42.
- 12.3 Amendments. Any changes to the terms of this Agreement will be mutually agreed upon by and between the Owner and the Contractor and shall be incorporated by written amendments to this Agreement.
- 12.4 Governing Law. The Contract Documents shall be governed by the laws of the State of New Mexico.
- 12.5 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 12.6 Integration Clause. This Agreement, including the Contract Documents enumerated and described in Section 1.1 hereof, constitutes the entire agreement between the parties as to the subject matter of this Agreement, and integrates all prior and other agreements or understandings as to the subject matter hereof. All terms of any prior or separate agreements or understandings inconsistent with the terms hereof are superseded by the terms of this Agreement.
- 12.7 Force Majeure. Contractor shall not be liable for delay or default in delivery resulting from any cause beyond Contractor's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Contractor's performance shall be extended reasonably and the Parties shall adjust all affected dates, accordingly; (b) the purchase price shall be adjusted for any increased costs to Contractor resulting from such Force Majeure Event; and (c) Owner shall not be entitled to any other remedy.

ARTICLE 13

SUSPENSION OF WORK, TERMINATION

AND CANCELLATION

- 13.1 Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the

Contractor and shall be final.

- 13.2 Termination for Convenience of the Owner. The Owner may terminate this Agreement at any time by giving at least thirty (30) calendar days-notice in writing to the Contractor. If the Agreement is terminated by the Owner as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.
- 13.3 Termination by Contractor. The Contractor may terminate this Agreement at any time by giving at least thirty (30) calendar days-notice in writing to the Owner at the address listed herein. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

[This space is intentionally left blank.]

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have executed this Agreement, effective as of the 30th day of November, 2024, on the dates of execution shown below.

VILLAGE OF TAOS SKI VALLEY:

By: 
Rick Bellis, Administrator

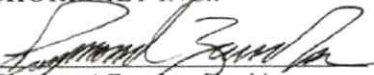
Date: 11/30/24

Attest:

By: 
Marlene Salazar,
Acting Village Clerk

Date: 03/05/2025

ANCHORBUILT INC.:

By: 
Raymond Zamora, President

Date: 11/30/2024

Exhibit A

Trench	Width	Width	Width	Width	Width	Width
Depth	1ft	2ft	3ft	4ft	5ft	6ft
2ft	14.43	15.54	16.65	22.58	27.02	31.64
3ft	15.66	16.82	17.76	23.86	28.25	32.36
4ft	16.91	17.90	18.87	24.64	29.30	33.22
5ft	18.27	19.04	19.98	32.21	32.86	47.73
6ft	20.58	23.31	35.52	51.06	68.82	85.37
8ft	22.85	24.42	43.29	59.94	77.92	93.24
10ft	35.74	41.07	59.50	75.48	93.24	108.78
12ft	39.19	46.62	66.07	81.65	99.46	114.90



7 Firehouse Road
Post Office Box 100
Taos Ski Valley
New Mexico 87525

(575) 776-8220

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

7 Firehouse Road
Post Office Box 100
Taos Ski Valley

COUNCIL:
Henry Caldwell
Douglas Turner
J. Christopher Stagg
Thomas P. Wittman

**VILLAGE
ADMINISTRATOR:**
Richard Bellis

ACTING VILLAGE CLERK:
Marlene Salazar

Letter of Support for the North Central Regional Transit District PROTECT Grant Application

February 26, 2025

Federal Highway Administration

U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Dear Federal Highway Administration selection committee,

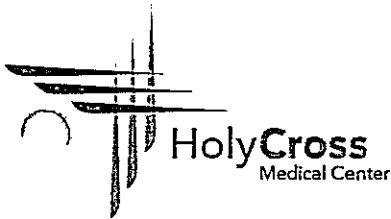
The Village of Taos Ski Valley offers its strong support of the North Central Regional Transit District (NCRTD) application to the United States Department of Transportation (USDOT) Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) discretionary grant program for Fiscal Year 2025.

NCRTD is seeking PROTECT funding to support the planning phase for renewable energy system developments at the agency's Española and Taos locations. This plan will establish a development-ready baseline for clean and resilient power systems needed to support reliable and resilient public mobility systems within the region amid increased disruptions from natural threats within NCRTD's service territory. Additionally, creating more reliable transit infrastructure increases job retention across NCRTD's four-county service area of over 10,000 square miles. Finally, this project will greatly contribute to necessary improvements in air quality, public health, and affordable transportation services to communities and vulnerable populations within the north central region of New Mexico while significantly reducing environmental damages associated with transportation sector emissions.

On behalf of the Village of Taos Ski Valley we would like to thank you for your consideration for this important project in our state.

Sincerely,

Chris Stanek
Mayor



Holy Cross Medical Center
1397 Weimer Road, Taos, NM 87571

January 6, 2025

Mr. Christopher Stanek, Mayor
Taos Ski Valley
P.O. Box 100
Taos Ski Valley, NM 87525

Dear Mayor Stanek:

The Holy Cross Hospital Board of Trustees is once again selecting prospective Trustees to serve on our 13 member board. This involves the Taos Ski Valley.

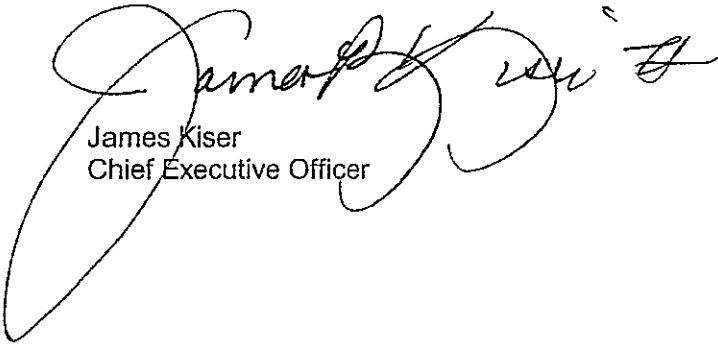
The Board would like you to once again select one person to serve on our 9 member Nominating Committee for a one (1) year term. This committee will meet several times to consider names of community minded persons who would be willing to serve on the Hospital Board.

The slate of nominees will be due to the full hospital board by **May 9, 2025**. Thus, we would like your representative to be selected by **February 14, 2025**. A Nominating Committee meeting will be held in early March to orient the members to the process and the procedures for the selection of nominees. Please provide contact information for your representative as we will need to contact them regarding the meeting dates. It is very important that your representative attend these meetings.

Please inform our office at 575-751-5766 or e-mail Lenora Cisneros, Administration Office Manager at lcisneros@taoshospital.org, once you have identified a willing representative.

If you have any questions, please do not hesitate to call me at 751-5714.

Sincerely,



James Kiser
Chief Executive Officer



CODE ENFORCEMENT REPORT

DATE: 2/26/25

PROPERTY/BUSINESS: TREELINE CANNABIS COMPANY

COMPLAINT #1:

Code officer received concern from neighbor about banners. How many are permitted and where?

ACTION:

1. Code Officer performed multiple site visits and noticed an increasing number of banners on the structure, as well as an addition set of signage being erected on a construction dolly at the edge of the property by the main road.
2. Contacted Building Official for copy of approved sign permit, drawings and correspondence from Planning Official regarding signage.
3. Reviewed Village records and ordinances related to signage and banners.
4. Photographed the banners to document the existing condition.
5. Spoke to on-site sales staff and directed that they cease work on the project by the road, provided my card and requested the owner contact.
6. Spoke with the owner and explained the concern and he agreed to cease any further activity until I contacted him again.

FINDINGS:

1. There was no application for the banners and no correspondence approving them, although a conversation had taken place with the building official which has differing versions and may be somewhat ambiguous.
2. The Village's records are poor and rely on verbal permissions or understandings and are of no value.
3. The Village Zoning Regulations under Section 6 Definitions and Section 7, General Provisions, subsection 6 Sign Permits provides the only relevant guidance.
4. Any business is permitted one (1) banner of a specified size, without regard to the reason or duration.
5. The business does have an approved and ordered very nice permanent monument style sign being developed but completion, delivery of materials, as well as the

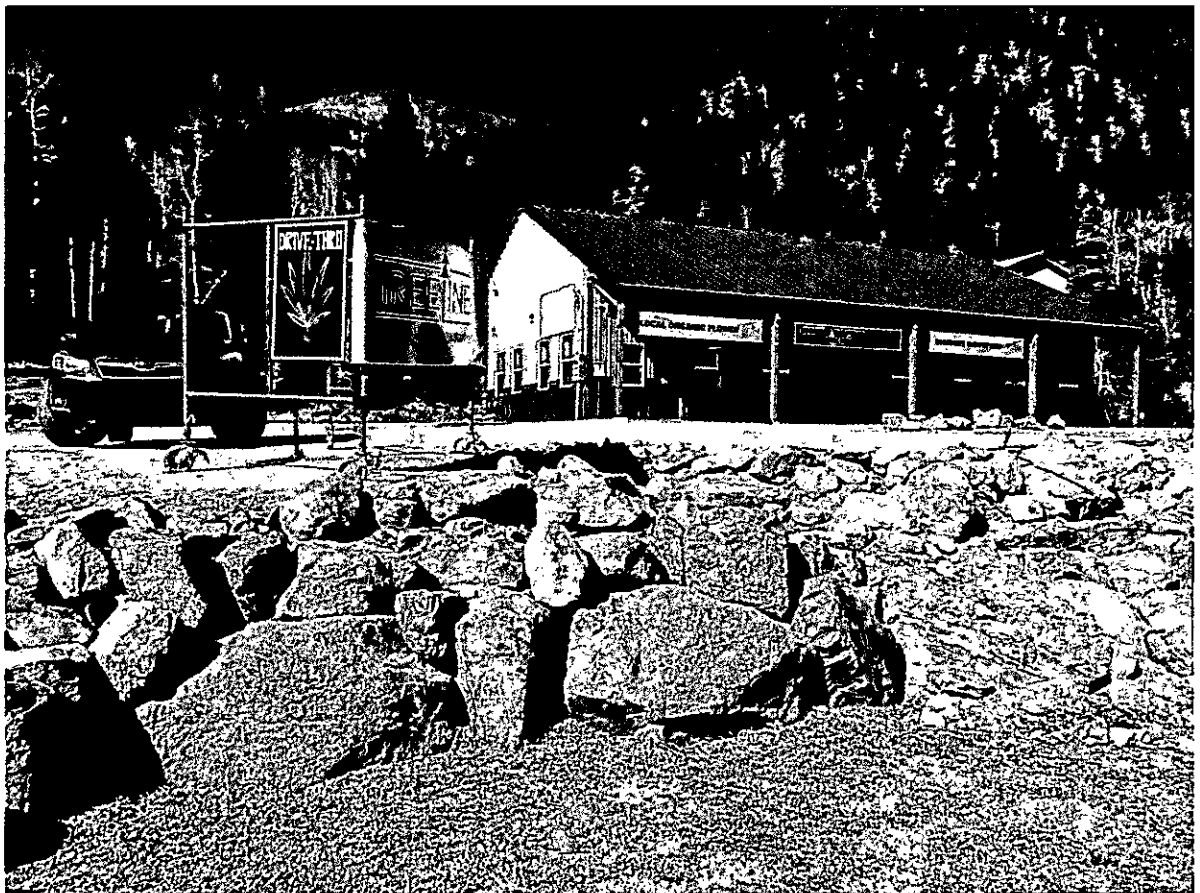


CODE ENFORCEMENT REPORT

weather will delay its correct installation, as a supporting pad or foundation and masonry work will be required.

6. There is no provision in the ordinance other than the aforementioned that accounts for a new business to be able to publicize the location, business name and products prior to the permanent sign being in place. This could be a concern, given our weather, dark nights and that any business on the main corridor and entry way will be set back away from the highway and likely elevated or below road grade.

EXHIBIT #1: TREELINE CANNABIS SITE VISIT ON 2/28/25 3:00 PM



VIOLATION: Multiple banners on front and side of building, staff were erecting additional signage using a banner, chalkboard and construction dolly at the roadside/entrance to the business when directed to cease at approximately 9:45 AM.

CODE ENFORCEMENT REPORT

EXHIBIT #2: TREELINE CANNABIS SITE VISIT ON 2/28/25 3:00 PM



VIOLATION: Multiple banners on the front and side of the business. The staff recommendation is that the banner identifying the business be moved from the side of the building to the opening under the overhang on the front and that the construction dolly and roadside signage be removed.

RECOMMENDATIONS:

1. The ordinance should be reviewed and updated to reflect current zoning, economic conditions, newer materials and construction practices, as well as ways to be more business friendly and simultaneously more neighborhood compatible, such as vegetative buffers for sound and light, offset by more creative roadside and directional signage options.



CODE ENFORCEMENT REPORT

2. The Code gives great latitude to the Code Official in interpreting the Code and approving or denying permit requests.
3. The Code Official recommends, and the owners agrees to the following:
 - 3.1. That the temporary signage at the road be removed as it is not permitted or secured should there be a windstorm and could fly into the road, creating a safety issue.
 - 3.2. That the banner on the side of the building is not permitted and is redundant, not being visible from the roadway and should be removed.
 - 3.3. That the three (3) banners under the porch are safely secured and secured to the building, as is required for a permissible banner, and that a maximum of one (10 sign is permitted in the code.
 - 3.4. That the other two (2) banners under the porch present no safety issues and, due to the delays that will occur in being able to erect the permanent signage , should be allowed to remain.
 - 3.5. That because there is no signage identifying the business name and log that it would be helpful for those attempting to locate the business or identify its purpose for the side wall or road sign for the business be placed in the remain space under the porch and secured safely in a similar manner as the other three (3).
 - 3.6. That due to the lack of any language in the code to address such situations of new businesses opening prior to the permanent signage being in place, and that the delay is weather and safety-related rather than a self-imposed hardship, and whereas there has been no public complaint regarding the issue, that the Code Official inform the Planning and Zoning Commission of the recommendations and his enforcement intentions as regards the signage inquiry to seek their input and recommendation on the intended action, and that the Code Official then bring his recommendations and the recommendation of the Planning and Zoning Commission to the Village Council at the next available meeting for their input, consideration and approval.



CODE ENFORCEMENT REPORT

COMPLAINT #2:

Code Officer received complaint about lighting being too bright and perhaps in violation of Dark Sky requirements and that lighting on front deck was at ground level shining upward.

ACTION:

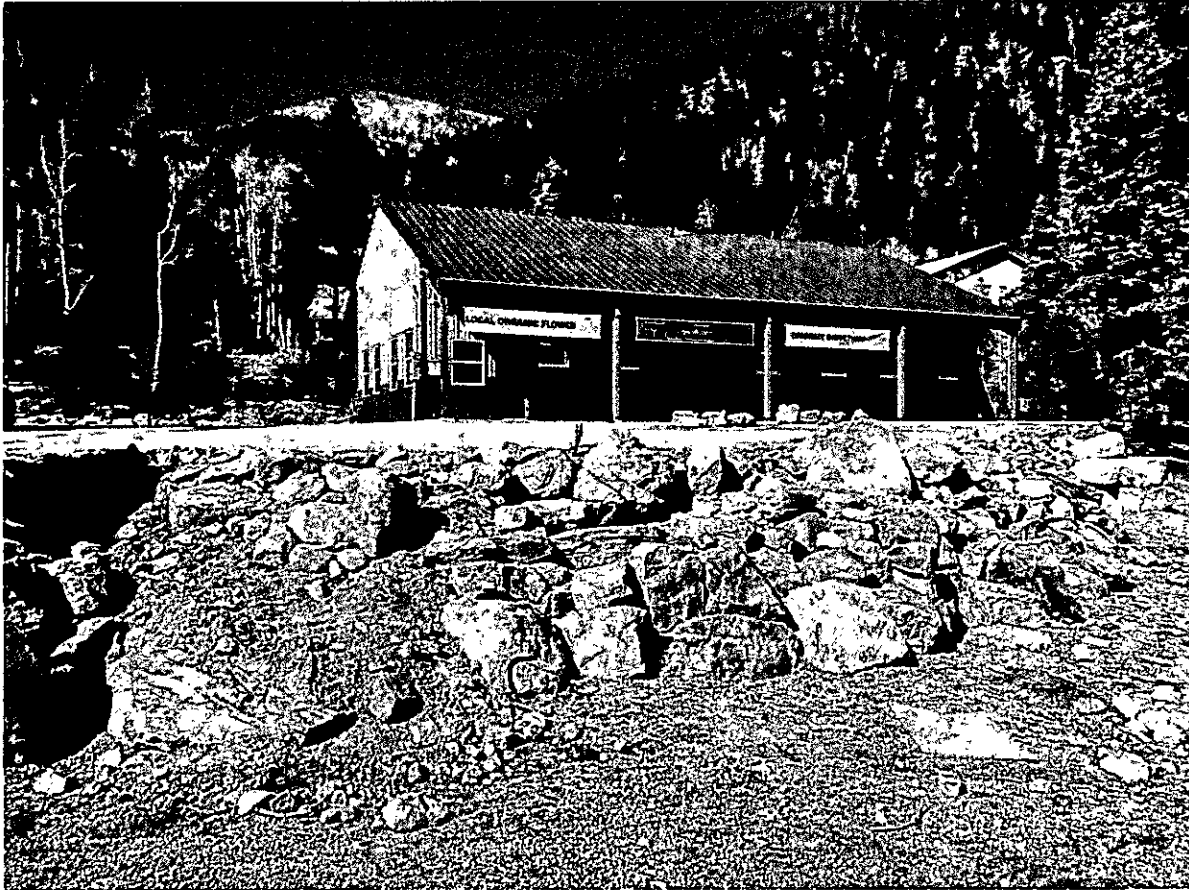
1. Performed site inspection to measure light height and intensity at property line.
2. Contacted Building Official to obtain a copy of approved lighting plan,
3. Building Official to do site inspection to match installed lights with approved plan.

FINDINGS:

1. There is no front deck and no upward facing lighting.
2. Measuring eye level light and intensity at property line the light appeared to comply.
3. The Building Official spoke to the architect and confirmed that the lighting the contractor installed was not the same lighting as what he specified.
4. The owner voluntarily covered 50% of light surfaces and contracted a local custom fabricator to create a compliant shielding for the lighting fixtures, which has been installed.

CODE ENFORCEMENT REPORT

EXHIBIT #3: TREELINE CANNABIS SITE VISIT ON 2/28/25 3:00 PM



VIOLATION: Site inspection revealed no basis for complaints regarding upward aligned "porch lights". Front exterior lights are correctly directed downward and sheltered by the front overhang. Two small wall mounted lights on side of the building are downward facing, with upper 50% of lenses taped over. At roadside/property line lenses were not directly detectable at eye level and light did not extend beyond the property line, as required. No violation was detected, though the fixtures are being retrofitted with custom made hoods to further shield adjacent property owners. No direct lighting was detected visible by drivers on the highway.

RECOMMENDATIONS:

1. Perform a follow-up inspection to confirm that a permanently installed fixed cover solution on each fixture has resolved any outstanding issues.



CODE ENFORCEMENT REPORT

2. Staff will memorialize the complaint in writing and notify the owner and citizen originating the complaint of the written findings.
3. Staff will perform periodic site visits to confirm compliance.

COMPLAINT #3:

Code Office r received a complaint that staff at the business had an undetermined number of dogs off lease that appeared aggressive to the person walking their dog.

ACTION:

1. Performed site visit twice and was unable to locate any dogs on premises.
2. Informed the owner of the complaint and advised that dogs should not be at this business due to potential health code concerns.
3. Advised on-site staff that unleashed dogs are not permitted and they agreed to let other staff know and will comply.

RECOMMENDATIONS:

1. Staff will memorialize the complaint in writing and notify the owner and citizen originating the complaint of the written findings.
2. Staff will perform periodic site visits to confirm compliance.
3. Staff will examine the Village ordinances dealing with animal control and determine if any updates are required.
4. Code official will procure both a calibrated sound meter and light meter to more accurately investigate and document future nuisance complaints.

Respectfully submitted this 28th day of February, 2025

Rick Bellis

Rick Bellis
Administrator



CODE ENFORCEMENT REPORT

NOTES:

1. Presentation to Public safety and Firewise Committee, Monday, 3/3/25 at 10:00 am to keep the Committee updated and receive input by the Committee.
2. Presentation to Planning and Zoning Commission, Monday, 3/3/25 at 1:00 pm to keep the Committee updated and receive input by the Commission.
3. Present the Code report, findings and recommendations by staff, as well as input from the Public Safety and Firewise Committee and the Planning and Zoning Commission, Wednesday, March 2025 to the Mayor and Village Council under New Business for acceptance of the report and approval or modification of the Code Official's recommendations.
4. Provide the Council endorsed decision to the complainant(s) and business owner and business staff to inform them of the findings and any actionable items.