



AGENDA
September 28, 2010
Regular Meeting
Town Council Chambers - 120 Civic Plaza Drive
1:30 PM

1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. AWARDS AND RECOGNITIONS

- A. Presentation of Proclamation for Non-Violence Day in Taos
Mayor Cordova will present a proclamation proclaiming September 28, 2010 as Non-Violence Day in Taos
- B. Presentation of Proclamation for Walk and Roll to School Day
Mayor Cordova will proclaim October 6, 2010 as Walk and Roll to School Day in Taos.
- C. Presentation of Proclamation Honoring Geronimo Lujan
Mayor Cordova will proclaim September 25, 2010 as Geronimo Lujan Day in Taos in honor of Geronimo Lujan.

6. CITIZENS FORUM

7. MATTERS FROM STAFF

- A. Francisco Espinoza, Public Works Director
Consideration and approval of contract award for Bid No. 10-11-05 for CDBG Project #10-C-NR-I-01-G-27 Reed and Alexander Road Improvements Phase 2 contingent upon New Mexico Department of Finance Administration Local Government Division and Labor Enforcement Fund approval.

- B. **Cathy Connelly, Public Relations Director**
Update and overview of the growth of each Thursday's Taos Food Bank by Father Rocky Shuster, St. James Episcopal Church. The church, at the corner of Gusdorf and Camino de Santiago, has organized this successful and growing critical community service.
- C. **Marietta Fambro, Finance Director (with Carol Valade, Fixed Assets Clerk)**
Consideration and approval of Resolution 10-51; Approving the intergovernmental transfer of a Unimog to the Village of Taos Ski Valley. The Town is no longer in need of this piece of equipment with attachment, since the purchase of the new snow plow equipment. The Town will be receiving a belt press from the Village of Taos Ski Valley in the near future as a intergovernmental transfer.
- D. **Marietta Fambro, Finance Director (with Carol Valade, Fixed Assets Clerk)**
Consideration and approval of Resolution No. 10-52; Approving the disposition of obsolete equipment owned by the Town of Taos. Items include gasoline generator, engine performance analyzer, golf cart-club car, pulse light indicator, fuel separators, 2 inch meter, autofry cooking machine, old bus vaults and canisters, glass distiller, weight bench, IBM typewriter and assorted lab equipment with miscellaneous pieces.
- E. **Allen Ferguson, Town Attorney**
Mayor's proposal to the Town Council to consider initiating an ordinance to repeal Ordinance 10-19 Adopting a Municipal Gross Receipts Tax, pursuant to NMSA Section 7-19D-9.
- F. **Renee Lucero, Town Clerk**
Approval of Municipal Clerk's certification of petition for voter referendum election on Municipal Local Option Gross Receipts Tax imposed by Town of Taos Ordinance 10-19 adopted on August 10, 2010. State law requires 5% of the number of voters in the municipality who were registered to vote in the most recent Regular Municipal Elections. During the Regular Municipal Elections 4,293 people were registered voters; therefore, 215 signatures are needed. Out of 383 signatures submitted on the petition, 351 signatures were verified as being qualified electors of the municipality on the list of registered voters provided by the Taos County Clerk.
- G. **Matthew Spriggs, Community and Economic Development Director**
Consideration and approval of an application for economic development assistance from Cooking Studio Taos, LLC. If this application is approved, Cooking Studio Taos, LLC will enter into a Local Economic Development Project Participation Agreement which includes a facilities use agreement for the Town's Commercial Kitchen with two years of abated rent and discounted rent in years three and four and full rent in year five. In return Cooking Studio Taos, LLC will provide a specific number of new additional jobs and increase the local tax base.

8. PUBLIC HEARINGS

A. Matthew Spriggs, Community and Economic Development Director

Consideration and adoption of Ordinance 10-23; Approving a Local Economic Development Participation Agreement between the Town of Taos and Cooking Studio Taos, LLC for the use of a Town commercial kitchen facility, abatement of associated rent, provision of economic benefit to the Town in the forms of employment and expanding tax base and the safeguarding of public resources.

9. MATTERS FROM THE TOWN MANAGER

A. Daniel Miera, Town Manager (with Matthew Foster, Long Range Planner)

Consideration and approval Resolution 10-56; Adopting the 2012-2016 Infrastructure Capital Improvements Plan (ICIP). The ICIP is a comprehensive list of unfunded or partially funded capital projects. Each project is put into a priority list and submitted to the state Department of Finance Administration every year. The Town gets additional points on the Community Development Block Grant application if a project is included in the ICIP. The ICIP also includes a list of legislative priorities for going after legislative appropriations.

10. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

11. ADJOURNMENT

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

- *To request details on an agenda item please contact the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005.*
- *If you are an individual with a disability who is in need of aid or service to attend and/or participate in a meeting of the Town of Taos Council, please contact the office of the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005 at*

least 24 hours in advance.

- *For copies of this agenda please pick-up at Town Hall.*



September 28, 2010

Title:

Presentation of Proclamation for Non-Violence Day in Taos

Summary:

Mayor Cordova will present a proclamation proclaiming September 28, 2010 as Non-Violence Day in Taos

Background:

Attachments:

[Click to download](#)

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
9/20/2010 10:45 AM	Approved	Town Manager
9/20/2010 10:46 AM	Approved	Town Clerk



September 28, 2010

Title:

Presentation of Proclamation for Walk and Roll to School Day

Summary:

Mayor Cordova will proclaim October 6, 2010 as Walk and Roll to School Day in Taos.

Background:

See attached draft proclamation.

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
9/20/2010 10:46 AM	Approved	Town Manager
9/20/2010 11:07 AM	Approved	Town Clerk



September 28, 2010

Title:

Presentation of Proclamation Honoring Geronimo Lujan

Summary:

Mayor Cordova will proclaim September 25, 2010 as Geronimo Lujan Day in Taos in honor of Geronimo Lujan.

Background:

See attached draft proclamation.

Attachments:

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No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
9/20/2010 11:09 AM	Approved	Town Manager
9/20/2010 11:09 AM	Approved	Town Clerk



September 28, 2010

Title:

Francisco Espinoza, Public Works Director

Summary:

Consideration and approval of contract award for Bid No. 10-11-05 for CDBG Project #10-C-NR-I-01-G-27 Reed and Alexander Road Improvements Phase 2 contingent upon New Mexico Department of Finance Administration Local Government Division and Labor Enforcement Fund approval.

Background:

The bids will be opened Monday, September 27, 2010, at 10:00 AM. Budget amount is \$758,805. Project was advertised in the Albuquerque Journal on September 15, 2010, and in the Taos News on September 16, 2010.

Attachments:

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[Invitation to Bid](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/22/2010 4:43 PM	Approved	Town Clerk

NOTICE OF INVITATION FOR BID

Competitive sealed bids will be received by the Town of Taos, New Mexico (Owner), for Reed/Alexander Streets Drainage Improvement Project Phase 2, Town of Taos, New Mexico, CDBG Project No. 10-C-NR-I-01-G-27, Town of Taos Bid # 10-11-05, at the Town of Taos Purchasing Office, Room No. 202, 400 Camino de la Placita, Taos, New Mexico 87571 until 200 p.m. local time, September 24, 2010 at which time bids will be opened and publicly read aloud in Room #109, Taos Town Hall.

Complete sets of the bidding documents may be obtained at the office of Albuquerque Reprographics, 4716 McLeod NE, Albuquerque, NM 87109, phone 505.884.0862, email: distrib@abqrepro.com.

Contractors will need to pay a deposit fee of \$ 75.00 for each set of documents, which amount constitutes the cost of reproduction and applicable taxes. Any BIDDER, upon returning the CONTRACT DOCUMENTS in good condition within 10 days of bid opening will be refunded \$ 75.00 for the Bidding Documents. If Bidding Documents need to be shipped, the Contractor needs to prepay the cost of shipping with certified funds or provide a Fed-Ex or UPS account number. Cost associated with shipping is not refundable.

The Contract Documents and Plans may be examined at the following locations:
Construction Reporter, 1609 2nd. Street NW, Albuquerque, NM 87102, (505) 243-9793
F.W. Dodge Corp., 1615 University Blvd. NE, Albuquerque, NM 87102, (505) 243-2817
Builders News & Plan Room, 3435 Princeton Dr. NE, Albuquerque, NM 87107 (505) 884-1752
Town of Taos Procurement Office, 400 Camino de la Placita, Taos, NM 87571 (575) 751-2025

Prospective bidders should attend a Pre-Bid Conference which will be held in Room 109, Town Hall, 400 Camino de la Placita, Taos, NM on September 20, 2010, at 10:00 a.m. local time.

This Project is funded in whole or in part by a grant from the state of New Mexico Small Cities' Community Development Block Grant Program and is subject to requirements of the United States Department of Housing and Urban Development and the funding agency.

The Procurement Code, sections 13-1-28 thru 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

As per NMSA 1978, Sections 13-1-131 and 13-1-132, the Town of Taos reserves the right to cancel this procurement or reject any/all bid proposals if it is in the best interest of the Town to do so and to waive all technical irregularities not involving price, time or changes in work.

By Order of the Governing Body Town of Taos
/s/ Tina Torres,
Procurement Officer
(575) 751-2025
Published in the Taos News, September 16, 2010
Published in the Albuquerque Journal, September 15, 2010



September 28, 2010

Title:

Cathy Connelly, Public Relations Director

Summary:

Update and overview of the growth of each Thursday's Taos Food Bank by Father Rocky Shuster, St. James Episcopal Church. The church, at the corner of Gusdorf and Camino de Santiago, has organized this successful and growing critical community service.

Background:

Attachments:

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No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
9/7/2010 11:34 AM	Approved	Town Manager
9/7/2010 11:34 AM	Approved	Town Clerk



September 28, 2010

Title:

Marietta Fambro, Finance Director (with Carol Valade, Fixed Assets Clerk)

Summary:

Consideration and approval of Resolution 10-51; Approving the intergovernmental transfer of a Unimog to the Village of Taos Ski Valley. The Town is no longer in need of this piece of equipment with attachment, since the purchase of the new snow plow equipment. The Town will be receiving a belt press from the Village of Taos Ski Valley in the near future as a intergovernmental transfer.

Background:

The Town is no longer in need of this piece of equipment with attachment, since the purchase of the new snow plow equipment. The Town is transferring it to the Village of Taos Ski Valley where they will be able to use it in sweeping snow in the winter.

Attachments:

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 [Res 10-51 Intergov transfer ToT to Village of TSV](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/21/2010 9:13 AM	Approved	Town Clerk



Resolution 10-51

A Resolution of the Town of Taos Council approving the Intergovernmental Transfer of a Unimog to the Village of Taos Ski Valley

WHEREAS, the Town of Taos owns certain personal property which the Town is no longer in need of; and

WHEREAS, the Town of Taos has specifically identified such property herein; and

WHEREAS, the Town of Taos believes it is in the best interest of the Town to dispose of said property pursuant to state and local requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Taos:

The items of property identified herein with current resale value of \$5000 or less each are:

1. Unimog tractor by Case serial nbr 40612110027867
2. Snow plow attachment specifically designed for Unimog

NOW, THEREFORE, BE IT RESOLVED that the property:

1. is no longer usable to the Town; and
2. will be disposed by intergovernmental transfer to the Village of Taos Ski Valley.

PASSED, APPROVED and ADOPTED, this 28th day of September, 2010 at the Regular Meeting of the Town Council.

Councilmember Rudy C. Abeyta	_____
Councilmember A. Eugene Sanchez	_____
Councilmember Amy J. Quintana	_____
Councilmember Michael A. Silva	_____

TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

APPROVED AS TO FORM:

Renee Lucero, Town Clerk

Allen Ferguson, Jr., Town Attorney



September 28, 2010

Title:

Marietta Fambro, Finance Director (with Carol Valade, Fixed Assets Clerk)

Summary:

Consideration and approval of Resolution No. 10-52; Approving the disposition of obsolete equipment owned by the Town of Taos. Items include gasoline generator, engine performance analyzer, golf cart-club car, pulse light indicator, fuel separators, 2 inch meter, autofry cooking machine, old bus vaults and canisters, glass distiller, weight bench, IBM typewriter and assorted lab equipment with miscellaneous pieces.

Background:

The Town is no longer in need of these items and is in the best interest of the Town to dispose of said property pursuant to state and local requirements.

Attachments:

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📎 [Res 1-52 Disposition of obsolete equipment](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/20/2010 10:44 AM	Approved	Town Clerk



Resolution 10-52

A Resolution of the Town of Taos Council approving the disposition of obsolete equipment owned by the Town of Taos.

WHEREAS, the Town of Taos owns certain personal property which the Town is no longer in need of; and

WHEREAS, the Town of Taos has specifically identified such property herein; and

WHEREAS, the Town of Taos believes it is in the best interest of the Town to dispose of said property pursuant to state and local requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Taos:

The items of property identified herein with current resale value of \$5000 or less each are:

1. Public Wks-Dept of Defense Gasoline Generator 35KW 400HZ sn#BB68-505
2. Fleet-Engine Performance Analyzer sn#90486B5582
3. Airport-1998 Golf Cart-Club Car sn#A9845-711355
4. Airport-PLASI (Pulse Light Approach Slope Indicator)
5. Airport-Velcon Fuel Separator-model HV-828 sn# VC-8259-1
6. Airport-Velcon Fuel Separator-model VFCS 194-123-A sn#45490
7. Airport-2 inch T-6 Smith Meter
8. Y&F-autofry cooking machine
9. Transportation-old Bus Vaults and canisters
10. Corning MP-4A Mega-Pure Glass Still
11. Assorted lab equipment such as small sterilizer and other misc pieces
12. weight bench
13. IBM typewriter

NOW, THEREFORE, BE IT FURTHER RESOLVED that the property:

1. is worn-out, unusable, and obsolete to the extent that the item is no longer economical for continued use by the Town; and

2. will be disposed by: 1) inter-governmental transfer to Taos County or other government entities; or 2) auction.

PASSED, APPROVED and ADOPTED, this 28th day of September, 2010, at the Regular Meeting of the Town Council.

Councilmember Rudy C. Abeyta	_____
Councilmember A. Eugene Sanchez	_____
Councilmember Amy J. Quintana	_____
Councilmember Michael A. Silva	_____

TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

APPROVED AS TO FORM:

Renee Lucero, Town Clerk

Allen Ferguson, Jr., Town Attorney



September 28, 2010

Title:

Allen Ferguson, Town Attorney

Summary:

Mayor's proposal to the Town Council to consider initiating an ordinance to repeal Ordinance 10-19 Adopting a Municipal Gross Receipts Tax, pursuant to NMSA Section 7-19D-9.

Background:

Attachments:

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No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
9/21/2010 2:31 PM	Approved	Town Clerk



September 28, 2010

Title:

Renee Lucero, Town Clerk

Summary:

Approval of Municipal Clerk's certification of petition for voter referendum election on Municipal Local Option Gross Receipts Tax imposed by Town of Taos Ordinance 10-19 adopted on August 10, 2010. State law requires 5% of the number of voters in the municipality who were registered to vote in the most recent Regular Municipal Elections. During the Regular Municipal Elections 4,293 people were registered voters; therefore, 215 signatures are needed. Out of 383 signatures submitted on the petition, 351 signatures were verified as being qualified electors of the municipality on the list of registered voters provided by the Taos County Clerk.

Background:

Pursuant to NMSA 1978 3-1-5. the certification shall be recorded as part of the minutes at the next meeting of the governing body.

Attachments:

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 [memo](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/20/2010 11:58 AM	Approved	Town Clerk

Town Clerk's Office

Memo

To: Mayor and Council
Daniel Miera, Town Manager
' Abigail Adame, Assistant Town Manager
Allen Ferguson, Town Attorney

From: Renee Lucero, Town Clerk

Date: September 23, 2010

Re: Certification of Petition for Voter Referendum Election on Local GRT

Pursuant to NMSA 1978 3-1-5., I certify that the petition which was filed for voter referendum election on the Municipal Local Option Gross Receipts Tax imposed by Town of Taos Ordinance 10-19 adopted on August 10, 2010, has been verified as having at least 5% of the number of voters in the municipality who were registered to vote in the most recent Regular Municipal Election.

According to the Taos County Clerk's Bureau of Elections there were 4,293 registered voters during the last Municipal Election; consequently, 215 signatures were needed to verify the petition. 383 signatures were submitted on the petition and 351 signatures have been verified. Therefore, the petition contains the minimum number of valid names, address and signatures as mandated by law.

Please contact me if you have questions or concerns pertaining to the certification.



September 28, 2010

Title:

Matthew Spriggs, Community and Economic Development Director

Summary:

Consideration and approval of an application for economic development assistance from Cooking Studio Taos, LLC. If this application is approved, Cooking Studio Taos, LLC will enter into a Local Economic Development Project Participation Agreement which includes a facilities use agreement for the Town's Commercial Kitchen with two years of abated rent and discounted rent in years three and four and full rent in year five. In return Cooking Studio Taos, LLC will provide a specific number of new additional jobs and increase the local tax base.

Background:

Attachments:

Click to download

 [application](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/8/2010 2:55 PM	Approved	Town Manager
9/8/2010 2:55 PM	Approved	Town Clerk



**Town of Taos
Economic Development Assistance Application**

The Town of Taos has adopted an ordinance enacting the Local Economic Development Act (LEDA) of the state of New Mexico. The Town of Taos is committed to diversifying, stabilizing, and growing the economic base employment sector of the Taos economy. In order to receive economic development assistance from the Town of Taos, an interested party must complete this application. The application will then be reviewed and if the Town of Taos believes that the application has merit, a Taos Economic Development Project Participation Agreement will be prepared for Town Council consideration.

Please provide the following information:

1. Identification information:

a. Complete name and address of the qualifying entity;

Cooking Studio Taos, LLC
28 Juan Martinez Road
Arroyo Seco, New Mexico 87514

b. Incorporation papers with bylaws;

(See Attached)

c. List of board of directors and executive directors, with addresses;

Christopher Maher
28 Juan Martinez Road
Arroyo Seco, New Mexico 87514

Valerie Maher
28 Juan Martinez Road
Arroyo Seco, New Mexico 87514

d. Resumes of all directors and officers.

(See Attached)

2. Evidence of financial solvency (personal statements of principals):

a. Financial statements (income statements and balance sheets) for the past three (3) years; 2007, 2008 & 2009

(See Attached)

b. Federal tax numbers, New Mexico state taxation and revenue number and town's business license;

Employer Identification Number: 64-0965276
NM CRS ID# 03-078204-00-0
Town/local License #26541-PRF 20070001

- c. Projected income statement for at least three (3) years.

See Attached

3. Evidence of organizational capacity:

- a. Brief history of the qualifying entity:

"Consumers taste our products that add value and happiness to their palates and they love them! It makes them easy to sell and promote"

The Principals

Chris and Valerie Maher began producing distinctive artisan food products in 2007 under the brand Caleb & Milo. The company is named after their two sons. The naming of the company speaks to the family values and work ethic as well as the pride in and commitment to their product that Chris and Valerie demonstrate on a daily basis.

The Maher's contribute their success and growing, loyal following to the quality of ingredients and flavor of the product line. Chef Chris Maher's background is also a key factor to their success

Chef Chris Maher has been in the food services business both in Los Angeles where he owned and operated a Café, A fine-dining restaurant and a Catering Company since 1988. Additional direct experience included ownership and operation of a bakery, which supplied 118 Starbucks locations in Southern California with six products requiring consistent high quality, timely production and reliable daily delivery.

After successfully running his California businesses, he sold them and moved full time to Taos and opened and ran another successful fine-dining restaurant, which he sold in 2005. Chris is a past recipient of seven consecutive AAA Four Diamond Awards of Excellence as well as a James Beard recognized Chef and also teaches cooking to students around the country. He travels and teaches and caters high end events on occasion.

Fortunately, Chef Chris' visionary and innovative nature is well balanced by his wife Valerie who actually runs the day to day Caleb & Milo business operations. Valerie has successfully managed small and mid-sized businesses for others since 1994. She holds an International MBA in Business and French and still consults for a former employer in Dallas, Texas. With Cooking Studio Taos, she runs the day to day operations, sales and marketing, managing the growing number of employees, payables and receivables, etc. She is the one person every company needs to assure what needs to get done gets done.

Company

"We manufacture some of the best tasting niche and premium All Natural & Organic Food Products that add value and happiness to consumers' palates."

Caleb & Milo products grew from the Maher's cooking school, Cooking Studio Taos, which also includes restaurant consulting, corporate retreat and team building programming as well as private chef services.

Presently, Caleb & Milo products are distributed to forty three (43) stores including Whole Foods Markets in Colorado, Utah and Kansas; Smith's and Albertsons grocers in Taos, NM as well as several independent locations in Taos, Santa Fe & Albuquerque, NM.

The current line of our products includes:

- **Tomatillo Salsa** – so amazing and unique, great on eggs, with chicken served on rice, on tamales, quesadillas, and enchiladas or simply on chips!
- **Spicy Eggplant Spread**- This product that is made with organic ingredients has the best flavor and great as hors d'oeuvre on crackers or bread, wonderful on pasta, sandwiches, pizza, etc.
- **Cilantro, Mint, Jalapeno Pesto** – so unique, it's nut free and dairy free and you can't find more flavor in any other pesto – we make dip for veggies with it, make the most fragrant rice, great on any seafood such as shrimp or salmon, red meats, lamb, etc. Serve it over goat cheese and cream cheese for a simple, delicious treat with crackers or bread.
- **Taos Red Salsa** "The best store bought salsa in the state"– in Mild, Medium & Hot all made with the freshest, natural ingredients including fresh basil, cilantro and Italian parsley. When customers taste our red salsa, there is no comparison in flavor to other brands - ours is the best.
- **Tuscan White Bean Spread** – same texture as hummus but the flavor is even better – this you can eat on veggies, bread, chips, sandwiches, you name it! This product, which is Chris's newest creation on the market, is quickly becoming the most popular seller and the dietary benefits of the Italian cannelloni beans are off the charts!
- **Black Bean Dip** – nothing like it on the market – we just launched this product August 2010 and it is already starting to take off! Delicious and healthy, all ages love it!

Caleb & Milo manufactures some of the best tasting niche and premium all natural and organic artisan foods products and these products are currently produced in Taos County Economic Development Center community commercial kitchen. Presently the TCEDC kitchen is not conducive to expansion due to the fact it is a shared facility as well as production of the product line has exceeded the community kitchen's equipment capacity. Additional equipment and a larger space are needed in order to increase production for growing demand.

Moreover, the company has gained extensive opening experience and has demonstrated their ability to produce a food product that reflects the core values of Whole Foods Markets. Their products are of the highest quality natural and organic products that satisfy and delight customers and demonstrate caring within the community and the environment.

With growth opportunities not only in the expansion of products within the line as an increase of presence in existing stores, but also the placement of the line into additional

a. Equity investment of qualifying entity;

Chris and Valerie started this company with a minimal investment out of pocket and have added equipment as needed, as well as their time for the past 3 years money – their investment is more in their non-paid working time than anything else and purchase of equipment.

b. Specific assistance being requested of the town (e.g., specific parcel of land, applicable fees, etc.), with the estimate of value;

Cooking Studio Taos, LLC is requesting a five year facility use agreement for the use of the Town of Taos commercial kitchen located within the Bataan/Rio Grande Hall structures of the Taos Convention Center on the north side of Civic Plaza Drive. Ideally the Town would abate any rent for the first two years, require a payment of 30% of the market rate rent in year three, 60% of the market rate rent in year four, and 100% of the market rate rent in year five. To ensure that Cooking Studio Taos, LLC transitions to a permanent location, a premium will be added to the rent for year six and beyond.

The comparable rent used for the Agreement is the lease rate of the commercial kitchen at Black Stone Ranch at \$1,400 per month. Over the life of the Agreement, Cooking Studio Taos will receive \$58,080 in abated rent.

c. Funding sources other than the town with letters of commitment of intent to fund.

Centinel Bank line of credit (\$15,000); Whole Foods Local Vendors loan (\$38,000); Accion commitment for needed equipment to move into the town facility (\$15,000).

5. A complete and specific description of the proposed economic development project, including, but not necessarily limited to:

a. Business activities to be conducted;

Production, packaging, and shipping of organic and all natural food products; catering; cooking classes and team building consultations involving culinary artistry as a team building activity.

b. Management and staffing requirements;

Chris and Valerie oversee everything and additional staffing happens on an as needed basis.

c. Property and equipment requirements;

Cooking Studio Taos requires guaranteed access to the commercial kitchen throughout the year that will allow the company to meet production and delivery deadlines. The company will require the use of existing commercial kitchen equipment and will provide additional mobile (not permanently affixed) equipment for some of the products they will

produce. Mobile equipment to be installed by Cooking Studio Taos includes, but is not limited to, a tilt skillet, package and labeling machine, and walk-in cooler.

d. Markets;

Market

Kids to all ages love our products. Because we are a niche and premium brand, our prices are higher than other salsas on the market so our demographic is those that try and LOVE the flavors, have some money to spend on things they enjoy eating.

Geography now is based on our current locations: a diversified customer base throughout the state of New Mexico and then Whole Foods only in Colorado, Utah and Kansas. The typical "Whole Foods Shopper" best describes the target demographic.

We have immediate opportunity to expand into store current states and to further expand with whole foods into Texas, Arizona and Southern California. As in New Mexico, the Company will be also be looking to diversify its customer base in each current state as well. As of August 22nd, 2010, we have a distributor interested in carrying our products into 6 additional markets in the state of Colorado – we are waiting until we are in the proposed facility when we have the flexibility and structure needed to expand our volume before moving into these new markets.

Our current sales strategy is direct tasting / demonstrations of our products IN our supermarkets. On any weekend day, we have 10 demos going on across all of our markets, employees that are part time paid hourly. Many regular customers look forward to the demos each week when they purchase our products. Our sales are still very much linked to these demos.

The Companies past experience in introducing our products to new stores and implementing our proven promotional activities will serve us well expanding into additional stores and opening up new territories.

From a Competitive perspective there is local competition in the state of New Mexico as well as in other markets where we are located (a local salsa producer in Utah, Fort Collins, etc.). Whole Foods carries a brand called "cielo" that competes most directly with our spreads. However in taste comparisons customers have found our taste superior which is the reason why the direct tastings are so crucial. In addition, our Pesto is unique in that it is no nut and no dairy and is the only pesto with fresh mint in it's ingredients. Our Spicy Eggplant Spread is a completely unique product, much different from baba ganoush. Our Tuscan White Bean spread is similar in texture to hummus, but a very different and yummiier flavor, making it unique. The brand new Black Bean dip is also a unique product with virtually no direct competition. We rarely see another fresh Tomatillo Salsa, giving it an edge as well.

In addition to quality of ingredients and flavor, Chef Chris' background is also a key selling point. People like to meet both Chris and Valerie in person in order to come to know the story behind the products. Therefore both principles are involved in opening up new stores, managing key relationships directly and participating in the direct tastings from time to time.

Marketing Strategy

CST will continue to prioritize existing stores by timely delivering fresh quality products on a consistent basis. Moreover, the Maher's will continue to secure and develop strong working relationships with key management. The Company will consistently look to improve shelf location, add complimentary product lines and expand final customer base in each store.

The positive experience and relationships will lead to opportunities to expand into other stores with the same chain both in New Mexico and eventually in other states as well. Currently, the Company enjoys a diversified client base only in New Mexico. The multi-state expansion with Whole Foods came straightforwardly as a result of the ability to deliver to their Santa Fe hub. This is not an option with other chains. The Company has proven its ability to diversify in NM and will next target CO for in-state expansion.

Presently, the capacity utilization of the refrigerated truck is about 50%. This will allow CST to immediately begin to leverage local store relationships to expand and diversify its CO store/customer base. Local NM stores with significant presence in CO include Sunflower Market, Albertsons, Sprouts, Vitamin Cottage, Tony's Markets, etc.. The Company will focus on CO over the next 12-18 months and then decide to replicate the same approach in the next optimal state/region.

e. Transportation requirements;

Cooking Studio Taos has its own refrigerated delivery van for transport to distribution centers. Access to rail or air transportation is not anticipated.

f. Utility requirements, including, but not limited to, electric, gas, and water;

Cooking Studio Taos will need access to electricity, gas, water, and sewer, all of which are present in the facility.

g. Solid and liquid waste disposal requirements;

Single bin trash disposal for solid waste. No liquid waste.

h. Infrastructure requirements;

Existing

i. Regulatory compliance requirements;

Annual inspection with New Mexico State Health & Environmental Department (we have ours completed and approved already for 2010, but will need to schedule a new review when we move into the facility).

j. Environmental assessment.

Not applicable.

6. A complete a specific cost-benefit analysis. The source and rationale for any multiplier effects shall be identified. The cost benefit analysis shall show that the town will recoup the value of its donation within a maximum period of ten (10) years.

See attached spreadsheet.

7. A complete and specific description of the proposed economic development project's substantive contributions to the town including, but not limited to, such factors as in-kind services to the town, jobs, expanded tax base, property or other thing or service of value for the expansion or improvement of the economy.

In addition to our food products, we teach cooking classes and have accounted for over 200 room nights in 2009. Our cooking class base is also growing, so will continue to add rooms each year as well as adding another component of things for people to do in Taos and reason to visit for culinary interests. We often have guests who participate in cooking classes with spouses and family members who ski – we add another activity that gives people something else to do in the town. The aspect of culinary arts for team building is also a great draw that we are beginning to work with more and more groups coming from around the country.

8. A complete and specific description of the employee job training and career development plan for the proposed economic development project.

Not applicable at this time.

9. Any other information necessary for the town to make a determination as to whether or not the applicant is a qualifying entity.

We feel confident as our company grows with your support of a facility that we will be adding value in earnings, employees as well as more and more overnight stays in the town. We add another growing component of activities to the town as the only facility who is teaching cooking classes and team building events and capacity to provide for unique learning and group experiences.

10. Any other information required of the applicant by the governing body.

None required.

Attachment 1

Articles of Incorporation and Bylaws

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

For

COOKING STUDIO TAOS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (the Agreement) is made and entered into this 1st day of July, 2007 by:

Valerie Maher & Christopher Maher

and each individual or business entity later subsequently admitted to the Company. These individuals and/or business entities shall be known as and referred to as "Members" and individually as a "Member."

Valerie Maher & Christopher Maher

As of this date the Members, through their agent, have formed the Limited Liability Company named above under the laws of the State of New Mexico. Accordingly, in consideration of the conditions contained herein, they agree as follows:

ARTICLE I - Company Formation and Registered Agent

- 1.1 FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. A Certificate of Formation shall be filed with the Secretary of State.
- 1.2 NAME.** The name of the Company shall be: Cooking Studio Taos, L.L.C.
- 1.3 REGISTERED OFFICE AND AGENT.** The location of the registered office of the Company shall be: P.O. Box 750 Arroyo Seco, NM 87514 (28 Juan Martinez Road, Arroyo Seco, NM 87514)
- 1.4 TERM.** The Company shall continue for a period of unlimited time unless dissolved by:
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution;
 - or (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members;
 - or (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company;
 - or (d) Any other event causing a dissolution of a Limited Liability Company under the laws of the State of New Mexico.
- 1.5 CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.
- 1.6 BUSINESS PURPOSE.** The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the State of New Mexico.

1.7 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

Taos County Food Center, 1021 Salazar Road, Taos, New Mexico 87571, or at such other place as the Managers from time to time select.

1.8 THE MEMBERS. The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE 2 - Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed value of such property and cash \$1,000.

2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE 3 - Profits, Losses and Distributions

3.1 PROFITS/LOSSES. For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE 4 - Management

4.1 MANAGEMENT OF THE BUSINESS. The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager.

4.2 MEMBERS. The liability of the Members shall be limited as provided under the laws of the New Mexico Limited Liability statutes. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

- 4.3 POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.4 CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.
- 4.5 NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.6 COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following: (a) a current list in alphabetical order of the full name and the last known street address of each Member; (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments; (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years; (d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE 5 - Compensation

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE 6 - Bookkeeping

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by: (a) any additional capital contribution made by him/her; (b) credit balances transferred from his distribution account to his capital account; and decreased by: (a) distributions to him/her in reduction of Company capital; (b) the Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE 7 - Transfers

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the New Mexico Limited Liability statutes, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

Signed and Agreed this 1st day of July 2007.

Valerie Maher _____

Christopher Maher _____

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

For

Cooking Studio Taos, L.L.C.

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Chief Executive Manager

Title:

Christopher Maher

Valerie Maher

P.O. Box 750

P.O. Box 750

Arroyo Seco, NM 87514

Arroyo Seco, NM 87514

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 1st day of July, 2007.

Valerie Maher

Christopher Maher

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

For

Cooking Studio Taos, L.L.C.

LISTING OF MEMBERS

As of the 1st day of July, 2007, the following is a list of Members of the Company:

NAME:

ADDRESS:

Valerie Maher

P.O. Box 750 Arroyo Seco, NM 87514

Christopher Maher

P.O. Box 750 Arroyo Seco, NM 87514

Authorized by Member(s) to provide Member Listing as of this 1st day of July, 2007.

Valerie Maher

Christopher Maher

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

For

Cooking Studio Taos, L.L.C.

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$1,000.00. The description and each individual portion of this initial contribution is as follows:

Valerie & Christopher Maher \$1,000.00

SIGNED AND AGREED this 1st day of July, 2007.

Valerie Maher

Christopher Maher

Attachment 2

Resumes of Directors and Officers

CHRISTOPHER MAHER

"If I had to play as well as this guy cooks I'd have to practice a lot more."
Jazz great, Terence Blanchard

As a child in Alexandria, Egypt, Christopher's mother and grandmother instilled in him their love of food and talent for cooking. He knew at an early age that he shared the same passion for the culinary arts. Even today, their teaching and Middle Eastern roots tend to surface in some of his finest creations.

After attending medical school for a short time, as was the tradition in his family, Christopher realized this was not his calling. So, he went to acting school in New York City, following his long-time dream of becoming an actor. While studying at the prestigious Neighborhood Playhouse School of Theater, Maher also began his formal career in the culinary arts waiting tables and in the kitchen of Tavern on the Green under Drew Nieporent's direction. He quickly realized that in addition to his acting career, he had a desire to create exquisite food and make people happy with his culinary talents.

His acting career progressed and Maher moved to Los Angeles, California. While he kept busy as a working actor, he missed the culinary arts and turned once again in this direction.



MOMENTOS DE LA VIDA

Six-time AAA Four Diamond Award recipient

characterized as ~ "A cut above the rest, superior personal service, quality amenities and an unforgettable ambience."

~ "Thoughtful and artistic details abound and form a

welcoming, home-like atmosphere." ~ "The menu is like a

trip around the world that stops in northern Italy,

southern France, the Middle East and Louisiana."

As Maher describes, "By coming to this remote place, we want them to have a pleasant, memorable time, a great meal and truly a special little moment in life."

Regular members of the James Beard House proclaim

"When Chris cooks at the Beard House, we don't miss it".

as he did on April 14, 2005. New York, New York.

*Julie Saunders, Chef Concierge - Four Seasons Resort Washington D. C.



C H R I S T O P H E R M A H E R

P.O. Box 750

Arroyo Seco, New Mexico 87514

P 505.776.2665

C 505.613.2733

chrismaher333@hotmail.com

www.cookingstudiotaos.com

C L I E N T S

MAD TV	Sanwa Bank
Manuel Canovas	Shakespeare Festival/LA
Alan Meyerson/The Legitimate Company	Share Our Strength's Taste of the Nation '98
MCA Records	Steekase Corporation
Microsoft Corporation	Storyboards
Bebe Neuwirth	Sub Zero Corporation
Office Depot	Summerday '96, '97, '98/KCRW
Gary Oldman	SunAmerica Corporation
Pacific Bell	Sunset Post
Pacific Design Center	Jeff & Sharyn Thal
Paramount Television	This Little Piggy Wears Cotton
Victoria Pearson Photography	Richard Tyler
Playboy Television International	Jeff and Cindy Ullman
Project Angel Food	<i>Wallstreet Journal</i>
Public Broadcasting Service	The Walther School
Renaissance Productions	Warner Bros. Music Division
Rysher Entertainment	West Hollywood Chamber of Commerce
Santa Monica Baykeepers	West Hollywood Visitors and Convention Bureau
Santa Monica Museum of Art	Lord White of Hull
	Winokur Ryder

A W A R D S & A C T I V I T I E

Teaching cooking classes to groups and individuals since 1993.

1994-1998 participating chef for SOS (Share Our Strength)

Chef Foundation to feed the hungry.

1997 Taste of Los Angeles, Outstanding Chef

2001 AAA Four Diamond Award

2001 La Cocinita Critics Choice Awards:

Best Atmosphere winner, Best Top Shelf-Stocked Bar winner,

Best Appetizers honoree.

2002 AAA Four Diamond Award

2002 La Cocinita Critics Choice Awards: Best Restaurant winner

2003 AAA Four Diamond Award

2003 Selected guest chef for the Napa Valley Wine Auction festivities and chosen to create the menu for the Long Meadow Ranch's auction guests, June 2003.

2004 Four Star Rating, The Santa Fe New Mexican, Momentos de la Vida.

2004 AAA Four Diamond Award

2005 Invited guest chef by the James Beard House, in New York, to participate in their Great Regional Chefs of America series, April 14th, 2005.

2005 AAA Four Diamond Award

2006 AAA Four Diamond Award

C H R I S T O P H E R M A H E R

20th Century Fox Television	Edelman Public Relations
Lou and Paige Adler	E! Entertainment
Aid for AIDS	Food Inc.
The Beastly Ball '98/GLAZA	Geffen Records
<i>The Beat</i>	Bill and Eve Gerber
<i>Bleach Magazine</i>	Gadi and Karen Kaufman
Barbara Boxer for Senat '98	Home Box Office
Eli Broad Family Foundation	KCRW
The Bubble Factory	David E. Kelley Productions
The Capital Group	Kimball Furniture
Christies	Kneedler-Fauchere
Cedars Sinai Medical Center	The Knoll Group
Conde Nast Publications	<i>L.A. Business Journal</i>
Gray Davis for Governor '98	L.A. Shanti
Decorators Walk	David and Janet Lonner
Divine Design	His Holiness the Dalai Lama
Ernie and Paula Del	Luckman Interactive
Dolphin Quest, San Diego CA	Lila Cazes/Lumiere Films
Dreamworks SKG	

P R O F E S S I O N A L E X P E R I E N C E

Founder/Owner, ChrisMichaels Café, West Hollywood, California

1994-98 • *Created a highly profitable café with a minimum investment and limited number of personnel and overhead costs. • Generated annual revenues of \$1,095 per square foot. Café was sold.*

Founder/Owner ChrisMichaels, Los Angeles, California

1995-99 • *180 seat fine dining establishment in the Pacific Design Center of West Hollywood. Interior designed by R.A.W. architecture and boasted a 2,000 square foot kitchen and storage area. Restaurant received excellent reviews and success.*

President, Momentitos de la Vida, Taos, New Mexico

1998-2006 • *Directed and oversaw all operations of fine dining, catering, event production and consulting business. • Purchased and completed a ground-up renovation of a 200-year-old adobe building. • Led 20 plus employees in establishing the "best restaurant in New Mexico," gaining the prestigious AAA Four Diamond award for six consecutive years, as well as gaining Four Stars. • Over a seven-year period, led the business to critical and financial success. Business was sold.*

He began teaching cooking to some of Hollywood's actors and producers. While in Los Angeles, he also founded ChrisMichaels Catering, followed by ChrisMichaels Desserts, ChrisMichaels Café and finally ChrisMichaels, a fine dining restaurant. Each of his companies operated successfully until he sold them in 1998, relocating his family to Taos.

Christopher recently owned and directed Momentitos de la Vida, a fine dining establishment in Taos. He functioned as the executive chef and received excellent reviews since opening the doors in 1999. Gourmet and Bon Appétit both named Vida as "one of the most notable restaurants in the Southwest" and Maher hearned the prestigious AAA Four Diamond Award for six consecutive years when he sold the business in 2006.

Chris currently operates the Cooking Studio Taos, a teaching, restaurant consulting and food consortium, where clients are encouraged to play with their food. When not in his kitchen, Christopher continues to appear regularly in motion pictures and television series and movies. In his free time he devotes himself to his sons, Caleb and Milo and wife, Valerie. Most often they can be found on the Taos Ski Valley slopes or at home with their dogs, cat and birds.

Valerie D. Maher

Post Office Box 750
Arroyo Seco, New Mexico 87514

575-776-2665
cookingstudiotaos@mac.com

PROFESSIONAL EXPERIENCE

2007 – Present **Owner, Cooking Studio Taos**, Taos, New Mexico

- Manage day to day operations of business including hiring and managing employees in multiple states, accounts payable and receivable and accounting of business.

2005-Present **Consultant**, Bob Mader, Dallas, Texas

- Produced publication of Bob Mader's body of work, published in 2009
- Manage all employees, taxes, book keeping (business and owner of company)

1999 – 2005 **Studio Manager**, Bob Mader, Dallas, Texas

- Managed day to day business operations of photographers studio working with high-profile clientele.
- Scheduled and produced photo shoots, coordinated domestic and international travel plans. Traveled with employers for meetings and large scale photo shoots.
- Participated and made recommendations on management decisions, including hiring, training, developing, and managing team members.
- Managed Accounts Payable and Accounts Receivable, payroll, bank deposits, client proposals, performed monthly cash forecasts, and monitored cash control procedures
- Human resources: planned, organized, scheduled and directed the activities of assigned team members. Supervised over ten full-time employees. planned, supervised, and reviewed work performed by staff.

1997 – 1999 **Marketing Manager / Translation Manager, One World Language Systems**, Dallas, TX

- Solicited sales to international corporations, managed translators, coordinated interpreting events, represented company at meetings with the City of Dallas.
- Developed, collected data and analyzed results of survey which used to change name of company gained business development and project and account management skills.

1996 – Mutuelle Force Sud, Montpellier, France Marketing Research for French insurance company

- Maintained marketing research studies and market share analyses. Conducted price analysis and contacted clients by telephone to schedule appointments with insurance agents in office
- Attended and worked several trade show events with literature about our company and products.

1994-1995 **Office Manager / Residential Realtor KL Realty**, Boulder, Colorado;

- Sold residential real estate and worked directly with office Broker.
- Managed all aspects of Real Estate company specializing in residential, farm and rural properties. Successfully led company through a financial audit first month with company.

EDUCATION

1997 University of Memphis, Memphis, TN (and work abroad in Montpellier, France)

International MBA & French language

1994 University of Colorado, Boulder, CO **Bachelors Degree in Business Administration & Minor in French language**

1993 Universite d'Haute Bretagne, Rennes, France – semester in French University (no English)

SKILLS

- Excellent problem solving skills, ability to make quick and accurate decisions, prioritize, delegate tasks, handle a heavy workload and achieve goals.
- Strong organizational, presentation and communication skills at all levels, both oral and written and attention to detail.
- Computer: Quickbooks, Outlook Express, Microsoft Office, Internet applications including working remotely from home, ACT database, Quickbooks.

Attachment 3

Balance Sheets and Financial Statements for 3 years

Cooking Studio Taos Balance Sheet As of December 31, 2007

	Dec 31, 07
ASSETS	
Current Assets	
Checking/Savings	857.51
Centinel Bank	113.74
Petty Cash	
Total Checking/Savings	971.25
Accounts Receivable	2,309.85
Accounts Receivable	
Total Accounts Receivable	2,309.85
Total Current Assets	3,281.10
TOTAL ASSETS	3,281.10
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	4,006.60
Accounts Payable	
Total Accounts Payable	4,006.60
Credit Cards	
DO NOT USE American Express	-208.47
Total Credit Cards	-208.47
Total Current Liabilities	3,798.13
Total Liabilities	3,798.13
Equity	
Deliciously Rich Equity	15,000.00
Owners Draw	-2,155.38
Owners Equity	1,500.00
Net Income	-14,861.65
Total Equity	-517.03
TOTAL LIABILITIES & EQUITY	3,281.10

Cooking Studio Taos
Balance Sheet
 As of December 31, 2008

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09/02/10

Accrual Basis

	Dec 31, 08
ASSETS	
Current Assets	
Checking/Savings	913.72
Centinel Bank	113.74
Petty Cash	
Total Checking/Savings	1,027.46
Accounts Receivable	
Accounts Receivable	7,563.75
Total Accounts Receivable	7,563.75
Total Current Assets	8,591.21
Fixed Assets	
Delivery Van	
Cost	13,993.50
Depreciation	-1,633.00
Total Delivery Van	12,360.50
Furniture and Equipment	
Furniture and Equipment	1,675.86
Total Fixed Assets	14,036.36
TOTAL ASSETS	22,627.57
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	8,407.96
Total Accounts Payable	8,407.96
Other Current Liabilities	
Line of Credit MAHER	4,581.27
Total Other Current Liabilities	4,581.27
Total Current Liabilities	12,989.23
Long Term Liabilities	
Loan - Delivery Van Chase	13,370.92
N/P Pawnee Leasing	2,636.52
Total Long Term Liabilities	16,007.44
Total Liabilities	28,996.67

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09/02/10

Accrual Basis

Cooking Studio Taos **Balance Sheet** **As of December 31, 2008**

	Dec 31, 08
Equity	
Deliciously Rich Equity	15,000.00
Owners Draw	-32,727.80
Owners Equity	-8,473.36
Net Income	19,832.06
Total Equity	-6,369.10
TOTAL LIABILITIES & EQUITY	22,627.57

Cooking Studio Taos
Balance Sheet
 As of December 31, 2009

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 09/02/10
 Accrual Basis

	Dec 31, 09
ASSETS	
Current Assets	
Checking/Savings	-2,527.66
Centinel Bank	113.74
Petty Cash	
Total Checking/Savings	-2,413.92
Accounts Receivable	
Accounts Receivable	13,338.54
Total Accounts Receivable	13,338.54
Other Current Assets	
Carton Inventory	1,312.40
Undeposited Funds	-264.60
Total Other Current Assets	1,047.80
Total Current Assets	11,972.42
Fixed Assets	
Delivery Van	
Cost	13,993.50
Depreciation	-4,432.00
Total Delivery Van	9,561.50
Furniture and Equipment	
Furniture and Equipment	7,475.86
Total Fixed Assets	17,037.36
TOTAL ASSETS	29,009.78
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	6,414.00
Accounts Payable	
Total Accounts Payable	6,414.00
Credit Cards	
American Express	2,029.17
Total Credit Cards	2,029.17
Other Current Liabilities	
Line of Credit MAHER	13,533.40
Sales Tax Payable	112.42
Total Other Current Liabilities	13,645.82
Total Current Liabilities	22,088.99

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09/02/10

Accrual Basis

Cooking Studio Taos

Balance Sheet

As of December 31, 2009

	Dec 31, 09
Long Term Liabilities	
Whole Foods Market Services	34,480.42
Total Long Term Liabilities	34,480.42
Total Liabilities	56,569.41
Equity	
Deliciously Rich Equity	15,000.00
Owners Draw	-73,766.23
Owners Equity	11,714.68
Net Income	19,491.92
Total Equity	-27,559.63
TOTAL LIABILITIES & EQUITY	29,009.78

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Accrual Basis

Cooking Studio Taos

Profit & Loss

January through December 2007

	Jan - Dec 07
Ordinary Income/Expense	
Income	
Caleb & Millo	11,401.29
Cooking Classes	3,073.00
Deliciously Rich	7.57
Other Income	321.29
Sales	150.00
Shipping and Delivery Income	-54.00
Total Income	14,899.15
Cost of Goods Sold	
Freight and Shipping Costs	133.43
Product Samples Expense	363.55
Purchases - Resale Items	10,625.08
Total COGS	11,122.06
Gross Profit	3,777.09
Expense	
Automobile Expense	50.01
Delivery Expenses	
Auto - Fuel	1,301.77
Total Delivery Expenses	1,301.77
Bank Service Charges	8.61
Clothing	16.23
Computer and Internet Expenses	324.52
Deliciously Rich Expense	10,967.68
Dues and Subscriptions	70.00
Gift	288.89
Insurance Expense	483.00
Meals and Entertainment	199.30
Office Supplies	381.81
Payroll Expenses	1,947.00
Postage and Delivery	13.71
Reconciliation Discrepancies	0.84
Rent Expense	371.00
Repairs and Maintenance	880.00
Telephone Expense	648.79
Travel Expense	26.06
Uncategorized Expense	659.52
Total Expense	18,638.74
Net Ordinary Income	-14,861.65
Net Income	-14,861.65

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Accrual Basis

Cooking Studio Taos

Profit & Loss

January through December 2008

	Jan - Dec 08
Ordinary Income/Expense	
Income	
Caleb & Milo	109,001.87
Cooking Classes	12,503.00
Special Events	1,713.98
Total Income	123,218.85
Cost of Goods Sold	
Product Samples Expense	349.75
Purchases - Resale Items	53,169.54
Total COGS	53,519.29
Gross Profit	69,699.56
Expense	
Attorney Fees	2,636.52
Automobile Expense	466.45
Consulting	200.00
Delivery Expenses	
Auto - Fuel	5,129.27
Delivery Expenses - Other	5.00
Total Delivery Expenses	5,134.27
Advertising and Promotion	
auto	346.23
Bank Service Charges	14.36
Clothing	815.25
Computer and Internet Expenses	61.45
Depreciation Expense	1,118.42
Dues and Subscriptions	1,633.00
Gift	260.00
Insurance Expense	247.35
Interest Expense	2,563.75
Labels	1,051.82
Meals and Entertainment	266.77
Office Supplies	1,871.38
Payroll Expenses	1,556.63
Labor Delivery	
Payroll Expenses - Other	-3.84
Total Payroll Expenses	21,175.71
Total Payroll Expenses	21,171.87

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Accrual Basis

Cooking Studio Taos**Profit & Loss**

January through December 2008

	Jan - Dec 08
Postage and Delivery	349.01
Professional Fees	275.00
Reconciliation Discrepancies	-0.60
Rent Expense	4,077.55
Taxes	5.00
Telephone Expense	3,232.02
Travel Expense	514.00
Total Expense	49,867.50
Net Ordinary Income	19,832.06
Net Income	19,832.06

Cooking Studio Taos

Profit & Loss

January through December 2009

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Accrual Basis

	Jan - Dec 09
Ordinary Income/Expense	
Income	
Caleb & Milo	199,739.45
Cooking Classes	13,255.28
Other Income	1,845.62
Special Events	405.00
Total Income	215,245.35
Cost of Goods Sold	
Product Samples Expense	1,131.96
Purchases - Resale Items	85,956.60
Total COGS	87,088.56
Gross Profit	128,156.79
Expense	
Automobile Expense	381.95
Automobile Expenses	452.64
Consulting	336.63
Delivery Expenses	
Auto - Fuel	4,324.70
Delivery Expenses - Other	175.00
Total Delivery Expenses	4,499.70
Advertising and Promotion	2,012.46
Bank Service Charges	2,443.03
Computer and Internet Expenses	912.00
Demo	47.00
Depreciation Expense	2,799.00
Dues and Subscriptions	957.00
Gift	113.80
Insurance Expense	5,487.45
Interest Expense	298.67
Labels	3,058.50
Meals and Entertainment	1,080.13
Office Supplies	3,878.92
Payroll Expenses	
Labor Delivery	485.00
Payroll Expenses - Other	65,292.52
Total Payroll Expenses	65,777.52

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Accrual Basis

Cooking Studio Taos**Profit & Loss**

January through December 2009

	Jan - Dec 09
Postage and Delivery	876.28
Professional Fees	225.00
Reconciliation Discrepancies	11.25
Rent Expense	6,292.81
Taxes	98.03
Telephone Expense	3,540.74
Travel Expense	3,578.35
Uncategorized Expense	84.55
Write Offs	0.05
Total Expense	109,243.46
Net Ordinary Income	18,913.33
Other Income/Expense	
Other Income	
reimbursement	578.59
Total Other Income	578.59
Net Other Income	578.59
Net Income	19,491.92

Attachment 4
Projected Income Statement for 5 Years
&
Cooking Studio Taos Cost-Benefit Analysis

Cooking Studio Taos						
5 Year Pro Forma						
	2009	2010	2011	2012	2013	2014
<i>Projected Growth</i>	<i>Actual</i>	<i>28%</i>	<i>28%</i>	<i>18%</i>	<i>15%</i>	<i>15%</i>
Ordinary Income/Expense						
Income	215,664.12	272,482.96	345,577.04	405,881.09	465,228.79	533,401.92
Cost of Goods Sold	84,775.59	108,512.76	138,896.33	163,897.67	188,482.32	216,754.66
Gross Profit	130,888.53	163,970.20	206,680.71	241,983.43	276,746.48	316,647.26
Total Operating Expense	110,994.61	134,261.03	162,587.96	188,092.67	218,777.17	246,787.21
Net Income	19,893.92	29,709.17	44,092.75	53,890.75	57,969.31	69,860.05
Net Margin	9.22%	10.90%	12.76%	13.28%	12.46%	13.10%
EBITDA	23,090	33,800	49,329	60,069	65,074	78,031
Local Employee/Owner Income	88,867	115,232	150,142	176,307	196,133	225,799
Local Purchases	29,966	33,311	36,795	42,381	53,825	60,043
Economic Impact (6x Velocity)	713,001	891,257	1,121,621	1,312,127	1,499,749	1,715,054
Full Time Job Equivalents	4	5	6	6	7	7
Indirect Job Impact	3	3	4	5	6	7
Projected Gross Receipts	\$ 57,040	\$ 71,301	\$ 89,730	\$ 104,970	\$ 119,980	\$ 137,204

Attachment 5
Cash Flow Analysis and Business Plan

Cooking Studio Taos						
5 Year Pro Forma						
	2009	2010	2011	2012	2013	2014
<i>Projected Growth</i>	<i>Actual</i>	28%	28%	18%	15%	15%
Ordinary Income/Expense		331000	331000	331000	331000	331000
Income						
Caleb & Milo	200,158.22	256,202.52	327,939.23	386,968.29	445,013.53	511,765.56
Cooking Classes	13,255.28	13,918.04	14,613.95	15,344.64	16,111.88	16,917.47
Other Income	1,845.62	2,362.39	3,023.86	3,568.16	4,103.38	4,718.89
Total Income	215,664.12	272,482.96	345,577.04	405,881.09	465,228.79	533,401.92
Cost of Goods Sold						
Product Samples Expense	1,131.96	1,448.91	1,854.60	2,188.43	2,516.70	2,894.20
Purchase - Resale Items	83,643.63	107,063.85	137,041.72	161,709.23	185,965.62	213,860.46
Total COGS	84,775.59	108,512.76	138,896.33	163,897.67	188,482.32	216,754.66
Gross Profit	130,888.53	163,970.20	206,680.71	241,983.43	276,746.48	316,647.26
Expense						
Automobile Expense	423.55	542.14	693.94	818.85	941.68	1,082.93
Automobile Expenses	452.64	579.38	741.61	875.09	1,006.36	1,157.31
Consulting	336.63	430.89	551.53	650.81	748.43	860.70
Total Delivery Expenses	4,455.28	5,702.76	7,299.53	8,613.45	9,905.46	11,391.28
Advertising & Promotion	2,012.46	2,575.95	3,297.21	3,890.71	4,474.32	5,145.47
Bank Service Charges	2,373.03	3,037.48	3,887.97	4,587.81	5,275.98	6,067.38
Computer & Internet Expenses	912.00	1,167.36	1,494.22	1,763.18	2,027.66	2,331.81
Demo	47.00	60.16	77.00	90.87	104.50	120.17
Depreciation Expense	2,799.00	3,582.72	4,585.88	5,411.34	6,223.04	7,156.50
Dues & Subscriptions	957.00	1,224.96	1,567.95	1,850.18	2,127.71	2,446.86
Gifts	113.80	145.66	186.45	220.01	253.01	290.96
Insurance Expense	5,481.45	6,248.85	7,123.69	7,764.82	8,347.19	8,973.23
Interest Expense	298.67	382.30	489.34	577.42	664.04	763.64
Labels	3,383.50	4,330.88	5,543.53	6,541.36	7,522.57	8,650.95
Meals & Entertainment	1,127.15	1,442.75	1,846.72	2,179.13	2,506.00	2,881.90
Office Supplies	3,889.95	4,979.14	6,373.29	7,520.49	8,648.56	9,945.84
Total Payroll Expenses	65,777.52	81,432.57	100,813.52	116,237.99	131,058.33	147,768.27
Postage & Delivery	1,123.20	1,437.70	1,840.25	2,171.50	2,497.22	2,871.80
Professional Fees	225.00	2,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Reconciliation Discrepancies	11.25	11.25	11.25	11.25	11.25	11.25
Rent Expense	7,492.81	3,600.00	1,200.00	1,200.00	7,200.00	7,200.00
Taxes	98.03	125.48	160.61	189.52	217.95	250.64
Telephone Expense	3,540.74	4,532.15	5,801.15	6,845.36	7,872.16	9,052.98
Travel Expense	3,578.35	4,580.29	5,862.77	6,918.07	7,955.78	9,149.14
Uncategorized Expense	84.55	108.22	138.53	163.46	187.98	216.18
Write Offs	0.05					
Total Operating Expense	110,994.61	134,261.03	162,587.96	188,092.67	218,777.17	246,787.21
Net Income	19,893.92	29,709.17	44,092.75	53,890.75	57,969.31	69,860.05
Net Margin	9.22%	10.90%	12.76%	13.28%	12.46%	13.10%
EBITDA	23,090	33,800	49,329	60,069	65,074	78,031

Five Year Business Plan

The 5 year Pro Forma set forth above demonstrates that the company has laid the foundation for strong growth, profitability and positive cash flow. Growth assumptions are based on historical quarter to quarter performance taking into account the identifiable opportunities currently presented. There are four areas of expected growth:

- 1.) Growth of current line of products in the present store outlets as brand awareness and loyalty continues to grow
- 2.) Growth from adding additional products to current line in present store outlets taking advantage to current distribution and brand loyalty
- 3.) Adding additional stores in present regions of NM, CO, UT and KA
- 4.) Adding the additional regions of TX and AZ

With proper facilities, adequate cash flow and expense management all of these opportunities are eminent with a high probability of success. This allows C&M to conservatively forecast current growth rates to continue in 2010 with continued strong, but declining, growth over the next five years.

Costs per item of productions will also improve as the natural progression of growth startup Company, although for the purposes of forecasting current ration of COGS are retained applied to future years. While labor costs will continue to increase, they will decrease as an overall percentage of costs as equipment purchases will improve the performance of the now labor intensive production process. Likewise most overhead costs will benefit from economies of scale over the next few years, however, historical cost ratios are applied as well with select exceptions such as rent and labor.

The critical success factors in getting this promising startup to the point where it can seize its potential will be: 1) Securing the facilities that will foster its intermediate growth requirements and 2) Obtaining sufficient capital to finance equipment requirements and working capital needs.

Through the Local Producer Loan Program, Whole Foods Market lends money to small, local, independent producers to help them expand their businesses. CST has received one such loan to add refrigeration as well as pay off the loan on their delivery van, purchase a machine, and purchase labels and packaging. Importantly, the loan from Whole Foods demonstrates that the chain is literally and figuratively invested in the Company and the invite to introduce Caleb and Milo to Texas stores can be given a high degree of probable success based on recent experience in other markets.

In addition, C&M have a working capital line of credit with a local commercial bank, Centinel. We will first look to either Centinel or Whole Foods to expand the line up to \$50,000 in order to meet growth requirement needs. Centinel has indicated that they are receptive to our submission of a loan package.

C&M will also require a \$75,000 equipment loan to make the transition out of the present location and meet expanding production levels. The company has out grown its present location and the restrictive requirements of a multi-shared space on a growing operation are not sustainable and increasingly add to the cost of production.

A 36-48 month partially abated rent location at the Town of Taos' commercial kitchen would make the opportunity much more attractive to lenders, allows the company to maintain its current growth trajectory and ultimately allow the company to remain in the region.

Cooking Studio Taos 5 Year Pro Forma							
	2009	2010	2011	2012	2013	2014	
1	Projected Growth Product	Actual	45%	45%	33%	33%	20%
	Projected Growth Classes		50%	33%	33%	20%	15%
Ordinary Income/Expense							
Income							
	Caleb & Milo	\$199,739.45	289,622.20	419,952.19	558,536.42	742,853.44	891,424.12
	Cooking Classes	\$13,255.28	19,882.92	26,444.28	35,170.90	42,205.08	48,535.84
	Other income	\$2,250.62					
	Total Income	\$215,245.35	309,505.12	446,396.48	593,707.31	785,058.51	939,959.96
Cost of Goods Sold							
	Product Samples Expense	1,131.96	1,641.34	2,379.95	3,165.33	4,209.89	5,051.86
	Purchase - Resale Items	85,956.60	124,637.07	180,723.75	240,362.59	319,682.24	383,618.69
	Total COGS	87,088.56	126,278.41	183,103.70	243,527.92	323,892.13	388,670.56
	Gross Profit	128,156.79	183,226.71	263,292.78	350,179.40	461,166.38	551,289.40
Expense							
	Automobile Expense	381.95	553.83	803.05	1,068.06	1,420.51	1,704.62
	Automobile Expenses	452.64	656.33	951.68	1,265.73	1,683.42	2,020.10
	Consulting	336.63	488.11	707.76	941.33	1,251.96	1,502.36
	Total Delivery Expenses	4,499.70	6,524.57	9,460.62	12,582.62	16,734.89	20,081.87
	Advertising & Promotion	2,012.46	2,918.07	4,231.20	5,627.49	7,484.56	8,981.48
	Bank Service Charges	2,443.03	3,542.39	5,136.47	6,831.51	9,085.90	10,903.08
	Computer & Internet Expenses	912.00	1,322.40	1,917.48	2,550.25	3,391.83	4,070.20
	Demo	47.00	68.15	98.82	131.43	174.80	209.76
	Depreciation Expense	2,799.00	4,058.55	5,884.90	7,826.91	10,409.80	12,491.75
	Dues & Subscriptions	957.00	1,387.65	2,012.09	2,676.08	3,559.19	4,271.03
	Gifts	113.80	165.01	239.26	318.22	423.23	507.88
	Insurance Expense	5,487.45	6,722.13	8,234.60	9,593.31	11,176.21	12,293.83
	Interest Expense	298.67	433.07	627.95	835.18	1,110.79	1,332.94
	Labels	3,058.50	4,434.83	6,430.50	8,552.56	11,374.90	13,649.89
	Meals & Entertainment	1,080.13	1,566.19	2,270.97	3,020.39	4,017.12	4,820.55
	Office Supplies	3,878.92	5,624.43	8,155.43	10,846.72	14,426.14	17,311.37
	Total Payroll Expenses	65,777.52	90,937.42	125,720.99	160,985.72	206,142.22	241,186.39
	Postage & Delivery	876.28	1,270.61	1,842.38	2,450.36	3,258.98	3,910.78
	Professional Fees	225.00	2,000.00	1,000.00	1,000.00	1,000.00	1,000.00
	Reconciliation Discrepancies	11.25	11.25	11.25	11.25	11.25	11.25
	Rent Expense	6,292.81	3,600.00	1,200.00	1,200.00	7,200.00	7,200.00
	Taxes	98.03	142.14	206.11	274.12	364.58	437.50
	Telephone Expense	3,540.74	5,134.07	7,444.41	9,901.06	13,168.41	15,802.09
	Travel Expense	3,578.35	5,188.61	7,523.48	10,006.23	13,308.29	15,969.94
	Uncategorized Expense	84.55	122.60	177.77	236.43	314.45	377.34
	Write Offs	0.05					
	Total Operating Expense	109,243.46	148,872.40	202,289.16	260,732.97	342,493.45	402,048.00
	Net Income	18,913.33	34,354.31	61,003.62	89,446.42	118,672.93	149,241.40
	Net Margin	8.79%	11.10%	13.67%	15.07%	15.12%	15.88%
	EBITDA (cash flow)	22,109	38,988	67,723	98,383	130,558	163,504
	Local Employee/Owner Income	87,887	129,925	193,444	259,368	336,700	404,690
2	Local Purchases	57,200	77,854	105,456	138,172	187,460	222,194
3	Economic Impact (3x Velocity)	435,259	623,339	896,699	1,192,621	1,572,480	1,880,652
	Full Time Job Equivalents	5	6	8	10	12	14
4	Indirect/Induced Job Impact	4	5	7	8	10	12
	Total Direct, Indirect, Induced Jobs	9	11	15	18	22	26
5	Projected GRT Impact	\$ 35,881	\$ 51,458	\$ 73,851	\$ 98,223	\$ 129,175	\$ 154,335

Notes:

- 1 Company had 100% growth FY08 to FY09, on track for 45% growth through 2nd Qtr 2010, growth currently restricted due to operating space
- 2 Local Purchases based on itemized expenses and 1/3 of COGS
- 3 Economic Impact assumes 3x multiple
- 4 Indirect and Induced jobs for a manufacturing activity conservatively assumed to remain below Direct job impact
- 5 Projected GRT includes local economic impact plus taxes collected on local cooking classes



**Town of Taos
Economic Development Assistance Application Review**

Applicant: Cooking Studio Taos

All applications to the Town of Taos shall be reviewed under the following criteria:

1. Compliance with all requirements for an "economic development project" and a "qualifying entity";

ECONOMIC DEVELOPMENT PROJECT: The provision of direct or indirect assistance to a qualifying entity and includes the purchase, lease, grant, construction, reconstruction, improvement or other acquisition or conveyance of land, buildings or other infrastructure; public works improvements essential to the location or expansion of a qualifying entity; payments for professional services contracts necessary for local or regional governments to implement a plan or project; the provision of direct loans or grants for land, buildings or infrastructure; loan guarantees securing the cost of land, buildings or infrastructure in an amount not to exceed the revenue that may be derived from the municipal infrastructure gross receipts tax or the county infrastructure gross receipts tax; grants for public works infrastructure improvements essential to the location or expansion of a qualifying entity; purchase of land for a publicly held industrial park; and the construction of a building for use by a qualifying entity.

QUALIFYING ENTITY: A corporation, limited liability company, partnership, joint venture, syndicate, association or other person that is one or a combination of two (2) or more of the following:

- A. An industry for the manufacturing, processing, or assembling of any agricultural or manufactured products;
- B. A commercial enterprise for storing, warehousing, distribution or selling products of agriculture, mining or industry, but other than provided in subsection D or E of this definition, not including any enterprise for sale of goods or commodities at retail or for the distribution to the public of electricity, gas, water or telephone or other services commonly classified as public utilities;
- C. A business in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer, but, other than provided in subsection D of this definition, not including businesses primarily engaged in the sale of goods or commodities at retail;
- D. A telecommunications sales enterprise that makes the majority of its sales to persons outside of New Mexico; or
- E. A facility for the direct sales by growers of agricultural products, commonly known as farmers' markets.

Analysis of Cooking Studio Taos:

Cooking Studio Taos is an all natural organic food producer that sells its product in multiple states as a wholesaler and provides educational services to the general public via cooking classes and team building. The company qualifies as a "qualifying entity under categories A, B, and C. The project is defined as an economic development project due to the provision of a publicly owned facility with two years of abated rent and two years of discounted rent.

2. Feasibility and substantive contribution of the proposed economic development project;

Analysis of Cooking Studio Taos:

The proposed provision of the mostly dormant commercial kitchen facility to Cooking Studio Taos will retain a fast growing local business. By offsetting the costs of rent, Cooking Studio Taos will be able to secure financing to acquire needed equipment and expand production, thereby increasing employment and increasing the tax base through increased sales and increased room nights from cooking classes and team building services. Examination of two years and four months of financial information shows a typical fast growth business that is outstripping its permanent working capital. The increase in employment will be minimal, but the growth of the business and the economic stimulus it will provide through increased spending, business to business services, and increased room nights and visitation will provide a substantial return on the nominal investment by the Town.

3. Evidence of financial solvency and financial ability to undertake and complete the proposed economic development project;

Analysis of Cooking Studio Taos:

Cooking Studio Taos has an excellent reputation with its suppliers, local bank, and with its customers as evidenced by the local suppliers' loan provided by Whole Foods. The principals have extensive experience and success in the food and beverage industry and education in business. The company is financially stable but is in need of assistance in order to stabilize as it rapidly grows.

4. Qualifications of the principals to undertake and complete the proposed economic development project;

Analysis of Cooking Studio Taos:

Christopher Maher has a great deal of experience and success in the food and beverage industry and is an innovative culinary artist as well as a dynamic teacher and trainer.

Valerie Maher holds a Masters in Business Administration and has successfully consulted for a number of international and national firms.

The combination of the experience, education, and success of the principals makes the company very qualified to undertake this economic development project.

5. Stability of the qualifying entity and organizational capacity to undertake and complete the proposed economic development project;

Analysis of Cooking Studio Taos:

Cooking Studio Taos is a fast growing start up company and as with any start up it is difficult to gauge its stability. By providing use of the facility, the Town will help to stabilize this economic base start up. Of concern is the growing cost of sales, general, and administrative expenses. This is not, however, unusual in start ups and these costs should stabilize within the next two years.

As indicated in the five (5) year business plan, Cooking Studio Taos will need to add an additional employee in the next year to be able to meet the market demand as they expand their distribution into Colorado, Texas, and Arizona.

6. Cost benefit analysis that includes:

- a. The number and types of jobs to be created both temporary construction jobs and permanent jobs;

Analysis of Cooking Studio Taos:

Year One: 1 permanent full-time job – Kitchen production manager

Year Two: 1 permanent full-time job – Cook

Year Four: 1 permanent full-time job – Cook

- b. Pay scales of jobs;

Analysis of Cooking Studio Taos:

Pay scales are yet to be determined, however Cooking Studio Taos has agreed to the following payroll values:

Year 1: 5 FTE (1 new job) with a payroll value of \$80,000

Year 2: 6 FTE (1 new job) with a payroll value of \$100,000

Year 3: 6 FTE (no new jobs) with a payroll value of \$115,000

Year 4: 7 FTE (1 new job) with a payroll value of \$130,000

Year 5: 7 FTE (no new jobs) with a payroll value of \$145,000

Year 6 through Year 10: 7 FTE with a payroll value of \$145,000

- c. Determination of which jobs are expected to be filled locally and which will be filled by transfers from other facilities or recruited from outside the Taos area;

Analysis of Cooking Studio Taos:

All new jobs will be filled locally.

- d. Total payroll expected at startup and after one year;

Analysis of Cooking Studio Taos:

See B above.

- e. Anticipated impact of project on local tax base; and

Analysis of Cooking Studio Taos:

See attached spreadsheet of within the application for Cooking Studio Taos' cost-benefit analysis at the bottom of Attachment 4 and see the staff generated cost benefit attached to this review.

Staff analysis uses a “marginal propensity to consume” (MPC) modifier and a local purchase modifier recognizing and approximate 40% leakage in retail purchases. The multiplier is also more conservative, using the industry standard of a multiplier of three (3) to indicate the impact of local spending, or the total impact of each dollar spent in the community before the full value is expended outside of the community.

The staff analysis also does not use indirect job generation as it is impossible to know if the business activity of Cooking Studio Taos will be sufficient to generate additional jobs or if its demand will be met by existing capacity within the community.

f. Anticipated impact on local school system; and

Analysis of Cooking Studio Taos:

No negative impact will be generated on the local school system by this action.

g. Anticipated impact on regional environment; and

Analysis of Cooking Studio Taos:

The impacts on the regional environment are negligible.

h. Anticipated impact on utilities, water, and other infrastructure; and

Analysis of Cooking Studio Taos:

No impact will be made on the local utilities or infrastructure.

i. Anticipated impact on the community socioeconomic structure and cultural and historical heritage.

Analysis of Cooking Studio Taos:

By making the Town's under utilized commercial kitchen available to Cooking Studio Taos, the Town will retain a fast growing start up company that contributes to the economic base. An economic base business is one that primarily generates the majority of its income by producing goods and/or services that are sold outside of the community, region, or state and therefore “import” money that is then spent within the local community. Cooking Studio Taos is a creative entrepreneurial business that fits the target business profile desired by the community as expressed in the Vision 2020 Master Plan and subsequent plans and studies. By retaining Cooking Studio Taos, the Town will also preserve the cultural heritage of Taos through the production of creative food products that are unique to Taos – Taos is the only place that the Caleb and Milo brand is produced and is the only place that culinary artistry as team building is taught by Cooking Studio Taos by a James Beard Award winning chef.

Staff believes that providing the commercial kitchen to Cooking Studio Taos will only have beneficial impacts to the community.

Cooking Studio Taos Cost-Benefit

	2009	2010	2011	2012	2013	2014
Sales	\$199,739	\$289,622	\$419,952	\$558,536	\$742,853	\$891,424
Increase		45%	45%	33%	33%	20%
Classes	\$13,255	\$19,882	\$26,444	\$35,170	\$42,205	\$48,535
Increase		50%	33%	33%	20%	15%
Income	\$87,887	\$129,925	\$193,444	\$259,368	\$336,700	\$404,690
MPC	1	0.95	0.9	0.9	0.85	0.85
Expended	\$87,887	\$123,429	\$174,100	\$233,431	\$286,195	\$343,987
Local Consumption	0.6	0.6	0.6	0.6	0.6	0.6
Local Purchases	\$52,732	\$74,057	\$104,460	\$140,059	\$171,717	\$206,392
Increase		40%	41%	34%	23%	20%
Business Purchases	\$57,200	\$77,854	\$105,456	\$138,172	\$187,460	\$222,194
Total Local Purchases	\$109,932	\$151,911	\$209,916	\$278,231	\$359,177	\$428,586
Local Multiplier x3	\$329,797	\$455,734	\$629,747	\$834,692	\$1,077,531	\$1,285,758
Total GRT to Town	\$5,153	\$7,121	\$9,840	\$13,042	\$16,836	\$20,090
Room Nights	200	300	399	530	636	731
Increase		50%	33%	33%	20%	15%
Average Lodging	\$25,000	\$37,500	\$49,875	\$66,250	\$79,500	\$91,375
Lodgers Tax	\$1,250	\$1,875	\$2,494	\$3,313	\$3,975	\$4,569
Tax Collected	\$6,403	\$8,996	\$12,334	\$16,355	\$20,811	\$24,659
Total Tax Recouped						\$89,557

I. BALANCE SHEET

Compiled/Reviewed/Audited
Date (Month/Day/Year)

	31-Dec-07	31-Dec-08	31-Dec-09		
ASSETS					
1 Cash and Marketable Securities	\$971	\$1,027	(\$2,414)		
2 Accounts Receivable	\$2,310	\$7,564	\$13,339		
3 Inventory		\$0	\$1,048		
4 Prepaid Expenses					
5 Other					
6					
7					
8 CURRENT ASSETS	\$3,281	\$8,591	\$11,972	\$0	\$0
9 Net Fixed Assets		\$14,036	\$17,037		
10 Notes Receivable					
11 Investment in Subsidiaries	\$0				
12 Intangibles					
13 Other Assets					
14					
15 TOTAL ASSETS	\$3,281	\$22,628	\$29,010	\$0	\$0

LIABILITIES & NET WORTH

16 Note Payable - Bank		\$4,581	\$13,533		
17 Note Payable - Other	\$0				
18 Accounts Payable	\$4,007	\$8,408	\$6,414		
19 Accruals	(\$208)		\$2,029		
20 Income Tax Payable					
21 Current Portion Long-term Debt					
22 Sales Tax Payable			\$112		
23					
24					
25 CURRENT LIABILITIES	\$3,798	\$12,989	\$22,089	\$0	\$0
26 Long-term Debt		\$16,007	\$34,480		
27 Subordinated Officer Debt					
28					
29					
30 TOTAL LIABILITIES	\$3,798	\$28,996	\$56,569	\$0	\$0
31 Common Stock	\$15,000	\$15,000	\$15,000		
32 Capital Surplus & Paid-in Capital	(\$655)	(\$41,201)	(\$62,052)		
33 Retained Earnings	(\$14,862)	\$19,832	\$19,492		
34 (Less) Treasury Stock					
35 TOTAL NET WORTH	(\$517)	(\$6,369)	(\$27,560)	\$0	\$0
36 TOTAL LIABILITIES & NW	\$3,281	\$22,627	\$29,009	\$0	\$0
37 Contingent Liabilities					
38 Check if Company Changed Accounts					

II. PROFIT & LOSS STATEMENT

	Number of months	4	%	12	%	12	%		
	Period Ending								
39 Sales		\$14,899		\$123,219		\$215,245			
40 - COGS		\$11,122	75%	\$53,170	43%	\$87,089	40%		
41 = Gross Profit		\$3,777	25%	\$70,049	57%	\$128,157	60%	\$0	
42 SGA		\$18,268	####	\$43,105	35%	\$99,853	46%		
43 = Operating Profit		(\$14,491)	-97%	\$26,944	22%	\$28,304	13%	\$0	
44 - Owner's Salary									
45 - Depr. & Amort. Exp.		\$0		\$1,633		\$2,799			
46 - Interest Expense				\$1,052		\$299			
47 - Rent		\$371		\$4,078		\$6,293			
48 +/- Other Inc./Expense									
49 = EBT		(\$14,862)	####	\$20,182	16%	\$18,913	9%	\$0	
50 - Income Taxes									
51 = PAT		(\$14,862)	####	\$20,182	16%	\$18,913	9%	\$0	

III. OPERATING CYCLE

52 + Days Receivable	56	22	22	
53 + Days Inventory	0	0	4	
54 - Days Payable	130	57	27	
55 - Days Accrual	-7	0	8	
56 = Operating Cycle	-67	-35	-8	

IV. RATIO ANALYSIS

57 Sales Growth Ratio		727%	75%	
58 Working Capital	(\$517)	(\$4,398)	(\$10,117)	\$0
59 Current Ratio	0.86	0.66	0.54	
60 Quick Ratio	0.86	0.66	0.49	
61 Debt/Equity Ratio	-7.35	-4.55	-2.05	

V. CAPITAL EXPENDITURES

62 Ending Net Fixed Assets	\$14,036	\$17,037	\$0
63 + Depreciation	\$1,633	\$2,799	\$0
64 - Beginning Net Fixed Assets	\$0	\$14,036	
65 = Net Capital Expenditures	\$15,669	\$5,800	

VI. RECONCILIATION OF NET WORTH

66 Ending Net Worth	(\$6,369)	(\$27,560)	\$0
67 - PAT	\$20,182	\$18,913	\$0
68 - Beginning Net Worth	(\$517)	(\$6,369)	
69 = New Equity (Distributions)	(\$26,034)	(\$40,104)	

VII. CASH FLOW STATEMENT

PERMANENT WORKING CAPITAL ANALYSIS WORKSHEET

PART I: THE OPERATING CYCLE

	Year 2	Year 3	Year 4
70 PAT	\$20,182	\$18,913	\$0
71 + Depreciation & Amort	\$1,633	\$2,769	\$0
71 = Gross Funds Flow	\$21,815	\$21,712	\$0

	Year 1	Year 2	Year 3	Year 4
Days Receivable	56	22	22	
+ Days Inventory	0	0	4	
- Days Payable	130	57	27	
- Days Accrual	-7	0	8	
= Operating Cycle	-67	-35	-8	

PART II: PERMANENT WORKING CAPITAL

	Year 1	Year 2	Year 3	Year 4
Accounts Receivable	\$2,310	\$7,564	\$13,339	\$0
+ Inventory	\$0	\$0	\$1,048	\$0
- Accounts Payable	\$4,007	\$8,408	\$6,414	\$0
- Accruals	(\$208)	\$0	\$2,029	\$0
= PWC	(\$1,488)	(\$844)	\$5,943	\$0

Change in PWC \$644 \$6,787

Gross Funds Flow \$21,815 \$21,712 \$0

Change in PWC \$644 \$6,787

Operating Cash Flow \$21,171 \$14,925

OPERATING USES	Year 2	Year 3	Year 4
72a + Increase Receivables	\$5,254	\$5,775	\$0
74a + Increase Inventory	\$0	\$0	\$0
75a + Decrease Payables	\$0	\$1,994	\$0
76a + Decrease Accruals	\$0	\$0	\$0
77a = Operating Uses	\$5,254	\$7,769	\$0
77b = Operating Sources	\$4,610	\$2,029	\$0
77a - Operating Uses	\$5,254	\$7,769	\$0
77b + Operating Sources	\$4,610	\$2,029	\$0
78 = Operating Cash Flow	\$21,171	\$15,973	\$0

NON-OPERATING USES

NON-OPERATING USES	Year 2	Year 3	Year 4
79a + Make Capital Expend.	#####	\$5,800	\$0
80a + Buy Other Assets	\$0	\$0	\$0
81a + Incr. Other C/A	\$0	\$0	\$0
82a + Repay NIP Bank	\$0	\$0	\$0
83a + Repay NIP Bank	\$0	\$0	\$0
84a + Repay Long-term Debt	\$0	\$0	\$0
85a + Repay Sub. Off. Debt	\$0	\$0	\$0
86a + Distribution to Owner	\$0	#####	\$0
87a + Incr. Notes Receivable	\$0	\$0	\$0
88a + Decr. Taxes Payable	\$0	\$0	\$0
89a + Decr. Other Liabilities	\$0	\$0	\$0
90a = Non-Operating Uses	#####	#####	#####

NON-OPERATING SOURCES

NON-OPERATING SOURCES	Year 2	Year 3	Year 4
79b + Sell Fixed Assets	\$0	\$0	\$0
80b + Sell Other Assets	\$0	\$0	\$0
81b + Decrease Other C/A	\$0	\$0	\$0
82b + Borrow NIP Bank	\$4,581	\$8,952	\$0
83b + Borrow NIP Bank	\$0	\$0	\$0
84b + Borrow LTD	#####	#####	#####
85b + Incr. Sub. Off. Debt	\$0	\$0	\$0
86b + Invest New Equity	\$0	\$0	\$0
87b + Decr. Notes Receivable	\$0	\$0	\$0
88b + Increase Taxes Payable	\$0	\$0	\$0
89b + Incr. Other Liabilities	\$0	\$112	\$0
90b = Non-Operating Sources	#####	#####	#####

90a - Non-Operating Uses	\$15,669	\$45,904	\$0
90b + Non-Operating Sources	\$20,588	\$27,538	\$0
91 = NET CASH FLOW	\$26,080	(\$2,394)	\$0



September 28, 2010

Title:

Matthew Spriggs, Community and Economic Development Director

Summary:

Consideration and adoption of Ordinance 10-23; Approving a Local Economic Development Participation Agreement between the Town of Taos and Cooking Studio Taos, LLC for the use of a Town commercial kitchen facility, abatement of associated rent, provision of economic benefit to the Town in the forms of employment and expanding tax base and the safeguarding of public resources.

Background:

Attachments:

Click to download

- 📄 [Ordinance and PPA](#)
- 📄 [Facilities Use Agreement](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/20/2010 10:45 AM	Approved	Town Manager
9/20/2010 10:45 AM	Approved	Town Clerk



ORDINANCE 10-23

AN ORDINANCE OF THE TOWN OF TAOS APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE TOWN OF TAOS AND COOKING STUDIO TAOS, LLC FOR THE USE OF A TOWN COMMERCIAL KITCHEN FACILITY, ABATEMENT OF ASSOCIATED RENT, PROVISION OF ECONOMIC BENEFIT TO THE TOWN IN THE FORMS OF EMPLOYMENT AND EXPANDING TAX BASE AND THE SAFEGUARDING OF PUBLIC RESOURCES.

WHEREAS, the Town Council met in regular session this 28th day of September, 2010; and

WHEREAS, the Town Council concludes that the attached Project Participation Agreement will stimulate economic development in a manner consistent with Section IV, Economic Development of the Town's Vision 2020 Master Plan; and

WHEREAS, the Town Council pursuant to the New Mexico Local Economic Development Act, NMSA 1978 §§ 5-10-1, *et seq.*, and the Town's Economic Development Ordinance §§ 4.20.020, *et seq.*, believes it is in the best interest of the Town of Taos and in the interests of economic development to enter into the attached Project Participation Agreement;

NOW, THEREFORE, BE IT ORDAINED:

The Town of Taos Council hereby adopts and approves the Project Participation Agreement entered into by and between the Town of Taos and Cooking Studio Taos, LLC for the use of a Town Commercial Kitchen Facility, abatement of associated rent, provision of economic benefit to the Town in the forms of employment and expanding tax base and the safeguarding of public resources, and dated September 28, 2010 in substantially the form attached.

This ordinance shall become effective as provided by law.

ORDAINED, ADOPTED, APPROVED, AND RATIFIED this 28th day of September, 2010 by the following vote:

Councilman Rudy Abeyta

Councilwoman Amy Quintana _____

Councilman Eugene Sanchez _____

Councilman Michael Silva _____

DARREN M. CORDOVA
MAYOR

ATTEST:

RENEE LUCERO
TOWN CLERK

APPROVED AS TO LEGAL FORM:

ALLEN FERGUSON
TOWN ATTORNEY

**PROJECT PARTICIPATION AGREEMENT
BETWEEN THE TOWN OF TAOS AND
COOKING STUDIO TAOS, LLC**

This Local Economic Development Project Participation Agreement (the “Agreement”) is entered into as of this 28th day of September, 2010, by and between the Town of Taos, New Mexico (the “Town”), an incorporated Municipal entity of the State of New Mexico and Cooking Studio Taos, LLC (the “Company”).

Whereas, the Town has adopted Ordinance 00-22 implementing the Local Economic Development Act of the State of New Mexico pursuant to §5-10 NMSA 1978; and,

Whereas, the Town has enacted a Local Economic Development Plan contained in §5 of Ordinance 00-22 as required by the Local Economic Development Act (LEDA) §5-10-6 NMSA 1978 which includes the assistance of economic development projects in any legally permissible manner; and,

Whereas, Cooking Studio Taos, LLC has been determined to be a qualifying entity as required under LEDA and Taos Town Code §4.20.040; and,

Whereas, the Town of Taos intends for the use of the commercial kitchen facility and abatement of associated rent provided within this Agreement to be used to generate additional employment and expanded tax base for the Town of Taos; and,

Whereas, the application for economic development assistance has been completed by the Company and reviewed and approved by the Taos Town Council; and,

Whereas, the Town and the Company desire to enter into this Agreement without which said economic benefits would not otherwise be possible.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Section 1: Term and Effective Date: This Agreement shall not be executed or become effective unless approved by the New Mexico Departments of Economic Development and/or Finance and Administration or other body as required by the State of New Mexico. The term of the Agreement shall be for ten (10) years effective as of the date of the last party to sign this Agreement.

Section 2: Contributions:

2.1 The Town of Taos agrees to provide the following:

2.1.1 Comparable rental rate was established at \$1,400 per month. The Company will have use of the commercial kitchen facility as contained in the attached Facilities Use Agreement and the Town will abate \$52,080 of rent over a five (5) year period. Total rental value over the five year period is \$84,000 and the Town will receive \$31,920 in rent over the five (5) year period.

2.1.2 Install bathroom fixtures in the area attached to the kitchen for Company use as a separate restroom within five (5) working days of the receipt of fixtures from the Company for installation.

2.2 The Company agrees to provide the following:

2.2.1 A total of seven (7) full time jobs (full-time equivalents (combinations of part-time positions) are allowed) which includes an additional three full time jobs by the end of year five (5) of this agreement and will maintain at a minimum seven (7) full-time jobs for a minimum of ten (10) years with a minimum annual payroll value of \$145,000.

2.2.2 The gross sales of the company will reach \$500,000 annually by year five (5) and will remain at or above \$500,000 per year through year ten (10) of this agreement. The Company further agrees to remain in operation within Taos County for the ten (10) year duration of the agreement.

2.2.3 The Company agrees to pay a proportionate share of the monthly electric, gas, and water charges for the use of the kitchen. Hours of use for the preceding month shall be documented and provided to the Town Manager or the Manager's designee by the fifth (5th) day of the month and the hours of use by other entities shall be documented by the Director of Convention and Visitors Centers and provided to the Town Manager or the Manager's designee. The charges will then be divided by the hours of activity and the Company shall pay its proportionate share within ten (10) days of the receipt of an invoice from the Town. Failure to pay said utilities in full and in a timely manner may lead to termination of this agreement at the sole discretion of the Town Manager.

2.2.4 Within thirty (30) days of the effective date of this Agreement, purchase and provide to the Town the bathroom fixtures and all related hardware acceptable to the Town's Buildings and Grounds Director, for installation by the Town's Buildings and Grounds Department for the separate restroom facility within the kitchen area.

Section 3: Performance Measures and Schedule: The Company shall meet the following performance measures over the ten (10) years that this agreement is effective:

Year 1:5 FTE (1 new job) with a payroll value of \$80,000 and \$270,000 in gross sales
 Year 2:6 FTE (1 new job) with a payroll value of \$100,000 and \$345,000 in gross sales
 Year 3:6 FTE (no new jobs) with a payroll value of \$115,000 and \$405,000 in gross sales
 Year 4:7 FTE (1 new job) with a payroll value of \$130,000 and \$465,000 in gross sales
 Year 5:7 FTE (no new jobs) with a payroll value of \$145,000 and \$500,000 in gross sales
 Year 6 through Year 10: 7 FTE with a payroll value of \$145,000 and \$500,000 in gross sales

Section 4: Review and Termination: The Town shall annually review the performance of the Company to the above performance schedule to ensure that the Company is satisfying its obligations set forth in this agreement. If the Company fails to meet its obligations, the Town may require the Company to take corrective action according to a schedule as set by the Town at the Company's sole expense. If the Company fails to meet its obligations or take the actions necessary to meet its obligations, then the Town may at its sole option proceed to terminate this Agreement.

Should the Town terminate this agreement, the default remedies shall become effective. If the agreement is terminated for nonpayment of proportionate utilities, said amounts shall become immediately due and payable in addition to any previously abated rent that is due to the Town.

In order for the Town to evaluate the performance of the Company, the Town shall be provided with a statement from a Certified Public Accountant of the Company's gross sales and total payroll expenses for the preceding year no later than April 30 of the following year. The Town's written review of the performance of the Company shall be made available in writing within thirty (30) days of the receipt of the statement from the CPA.

Section 5: Security of Public Investment and Default: The Principals of Cooking Studio Taos, LLC agree to provide a personal guarantee in the amount of \$52,080 in a promissory note secured by personal or business assets to ensure protection of the Town's investment. Should the Company cease operations at any point during the ten (10) year duration of this agreement the note shall become due and payable in equal monthly installments, plus 5% simple interest, over a period of five (5) years or \$911.40 per month if the full value of the rent abatement is received. If the Company ceases to operate prior to receiving the full rent abatement value, the amount due and the corresponding repayment period will match the period that the benefit was received. For example, the Company ceases operations after receiving eighteen (18) months of the benefit of abated rent. The Company would then owe the Town eighteen (18) months rent plus five percent (5%) simple interest (\$25,200 + \$1,260 = \$26,460) due in equal monthly installments over the following eighteen (18) months, or \$1,470 per month.

Each year the Town will state in its written performance evaluation of the Company the percentage of the performance measures not reached in that year (if any) for annual payroll value and gross sales. The percentage of the performance measure not reached shall become the percentage of deferred rent that will accumulate and be payable

beginning in year six (6). For example, in year one if the annual payroll value was \$72,000 and gross sales were \$243,000 the Company will have missed its target payroll value by 10% and its gross sales target by 10%, making 20% of the annual abated rent value (\$16,800), or \$3,360 in rent, plus 5% simple interest, due beginning in year six (6) of the agreement. Said repayment of abated rent value plus interest shall be paid in monthly installments over a twelve (12) month period. Each year that deferred rent may be due to the Town shall be paid in consecutive repayment periods. For example, deferred rent is due from year one and year three; year one deferred rent plus interest shall be repaid over year six and year three deferred rent plus interest shall be repaid over year seven.

Section 6: Dispute Resolution: The parties will work in good faith to resolve any disputes that arise hereunder. In the event of a dispute by the parties, the President of the Company or a designee and the Director of Community Economic Development or a designee shall meet and attempt in good faith to resolve the dispute. If the dispute remains unresolved the Company representative shall meet with the Town Manager and attempt in good faith to resolve the dispute. Nothing contained in this Agreement constitutes a waiver of any party's right to seek judicial relief.

Section 7: Force Majeure: Neither party shall be liable to the other party for any failure to perform any provisions of obligations of this Agreement if such failure is caused by or results directly or indirectly from Force Majeure. "Force Majeure" means any cause beyond the reasonable control of a party affected, including but not limited to, any acts of God, fire, flood, storm, strike, riot or civil disturbance, war, earthquake, lightning, epidemic, labor disturbance, sabotage, or restraint by court or public authority, or any other cause beyond the reasonable control of a party affected whether similar or dissimilar to the ones listed, which makes it impossible or unreasonably difficult for a party to perform its obligations under this agreement. Nothing contained in this paragraph shall be construed to require either party to prevent or settle a strike against its will. The party unable to perform its obligations due to Force Majeure will provide written notice to the other party within five (5) working days of its becoming aware of the Force Majeure or its inability to perform and its expectations as to when, if ever, it will be able to resume its obligations. "Business Climate Changes" are not within the definition of Force Majeure.

Section 8: Notices: All notices or other written communications, including requests for disbursement, that are permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown in this Agreement. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If notice is hand delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is facsimile or electronic mail, it will be deemed received when printed or written confirmation of the transaction. A party may change its notice address by written notice

to the other party to this Agreement. The initial notice addresses for the parties are as follows:

If to the Town of Taos:

Office of the Town Manager
400 Camino de la Placita
Taos, New Mexico 87571
Tel. (575) 751-2000
Fax: (575) 751-2026
e-mail: dmiera@taosgov.com

If to the Company:

Christopher and Valerie Maher
28 Juan Martinez Road
Arroyo Seco, New Mexico 87514
Tel. (575) 776-2665
e-mail: cookingstudiotaos@mac.com

Section 9: Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. In the event and to the extent (and only to the extent) unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or part of a provision of this Agreement. The parties agree that should judicial action invalidate this Agreement or related agreements, or any provisions thereof, the parties shall have no further obligation or liability to any other party with respect to the invalidated provisions.

Section 10: Headings: The heading and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement.

Section 11: Counterparts: This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

Section 12: Successors and Assigns: This Agreement binds and inures to the benefit of the Town and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party.

Section 13: Entire Agreement: This Agreement represents the entire agreement of the parties on the subject hereof and supersedes all prior agreements or understandings between the parties, whether written or verbal. This Agreement may be amended or modified only in writing duly executed by both parties and the performance by any party of its obligations under this Agreement may be waived only in a written instrument duly executed by both parties.

Executed by the parties hereto as of the date of the last signature written below.

Town of Taos, New Mexico

An incorporated Municipality of the State of New Mexico

By: _____ Date: _____
Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

Cooking Studio Taos, LLC

By: _____ Date: _____
Christopher Maher, Owner

By: _____ Date: _____
Valerie Maher, Owner



FACILITIES USE AGREEMENT BETWEEN
TOWN OF TAOS and TAOS COOKING STUDIO
TT-11-

This Facilities Use Agreement (hereinafter "Agreement") is hereby entered into this XX day of XXXX, 2010 by, and between, the TOWN OF TAOS (hereinafter "Town") and Taos Cooking Studio, LLC (hereinafter "CONTRACTOR").

1. Scope & Purpose. CONTRACTOR desires to utilize XXX square feet of commercial kitchen space owned by the Town located at Rio Grande Hall 114 Civic Plaza Drive, Taos New Mexico for the purposes of operating a commercial food production business, catering, and culinary education.
2. Term. The term of this Agreement shall be effective until XXXX XX, 2015.
3. Option to Renew. This Agreement may be renewed for additional one year periods for up to a total of seven (7) years, upon such terms and conditions as may be acceptable to both parties. Such renewal shall be in writing and executed prior to the termination date and appended to this Agreement.
4. Compensation. In accordance with the approved Local Economic Development Project Participation Agreement and in consideration of this Agreement, the CONTRACTOR agrees to the following schedule of rent:

Year one (1) and year two (2):	\$1 per year
Year three (3):	33% of the appraised rental value
Year four (4):	66% of the appraised rental value
Year five (5):	100% of the appraised rental value
Year six and seven (6 & 7):	120% of the appraised rental value

CONTRACTOR shall pay rent to the Town at the end of each month. Rent checks shall be made payable and mailed to:

Town of Taos
400 Camino de la Placita,
Utility Billing Department
Agreement #TT-11-XX
Taos New Mexico 87571.

Any holdover by Contractor past the expiration or termination date, shall be at a daily rate equal to thirty (30%) of the monthly rate. The imposition and collection of this hold-over charge does not affect the right of the Town to require immediate vacating of the premise and /or the right to take possession of any property remaining thereon.

5. Late Payment. A late fee, equal to one month's rent shall be imposed if any month's payment is not received on or before the tenth (10th) day of the month.

In the event Contractor is late in making rental payments for any second consecutive month, the Town may, in the sole option of the Town Manager, declare the Agreement

terminated and take immediate possession of the premises. The Damage/Security Deposit shall be forfeited and all personal property located in said premises shall be held by the Town to satisfy any unpaid amounts. Any excess amounts due shall be paid over to the Contractor. The CONTRACTOR shall hold the Town harmless for any damage and/or injury to property of the Contractor held by the Town.

6. Permitted Uses. The premise(s) shall be used only for commercial food production, catering, and culinary classes as specified above unless CONTRACTOR has received prior written approval, from the Town, of any other use(s). No illegal act(s) will be done, or allowed to be done, on the premise(s), including the storage of any contraband or other illegal substance or item(s).
7. Utilities. We need to arrive at some means to either separately meter the electricity and gas use of the user from those of the Town or find a means to separate the use by other reasonable method.
8. Equipment. It is understood that the CONTRACTOR will provide several specialized pieces of equipment for their personal use within the rental facility. Said equipment shall remain the CONTRACTOR's personal property and agrees to hold the Town harmless for any damage to or loss of said equipment. The CONTRACTOR will provide the Town with a list of all equipment installed for their purposes prior to installation. All said equipment must be portable and easily removed. Any equipment permanently affixed to the facility shall become the property of the Town.
9. Limitations on Use. It is understood that the CONTRACTOR shall not have exclusive use of the commercial kitchen space and that the space must be shared with other Town approved catering services that provide food service to renters of the convention facilities. The Town will provide a minimum of 14 days notice to the CONTRACTOR of scheduled use of the commercial kitchen space and said activities of the Town shall take priority. However, under no circumstances shall the CONTRACTOR be provided with less than a minimum of forty hours of access to the facility between the hours of 8 AM and 8 PM each week.
10. Notices. All notices required to be sent pursuant to this Agreement shall be sent to the parties at the addresses below unless the parties are otherwise advised of a change of address in writing.

Town of Taos
Attn: Town Manager
400 Camino de la Placita
Taos, NM 87571

Taos Cooking Studio
Attn: Valerie Maher
P.O. Box 750
Arroyo Seco, NM 87514

11. Alterations/Improvements. CONTRACTOR may, with prior written permission of the Town, make such alterations and/or improvements to said premise(s) as may be consistent with the permitted use(s) specified above.

Said alterations/improvements, including permits, permit fees, utilities, easements, etc. shall be at the sole cost of CONTRACTOR and CONTRACTOR shall not allow, permit, or otherwise incur a lien of any sort or kind to be filed against said property. Any such lien, if paid by the Town to protect the Town's interest(s), shall be reimbursed to the Town, by the CONTRACTOR, immediately or the Town may use the Damage/Security deposit and/or attachment and, if necessary, the sale, of personal property located on the premise(s).

Said alterations/improvements, if of a permanent nature, shall become a part of the premises and all title and right(s) to said alterations/improvements shall vest to the Town.

If not a permanent nature, said alteration/improvement may be removed by CONTRACTOR, upon termination of this Agreement and the premises(s) restored to its (their) original conditions, excepting normal wear and tear.

12. Standard(s) of Construction. All construction, whether new or renovation, shall be done in a professional manner and meet all building requirements and codes as determined by the Town of Taos Planning Department or other appropriate official/department.
13. Maintenance. CONTRACTOR shall, at its sole cost and expense, maintain the property and improvements in a clean and orderly condition and shall maintain and replace, when necessary, all plumbing, wiring, glass, heating, lighting, and lighting fixtures located on, in, or attached to any portion of the premise(s).

The Town shall be the sole judge of the quality of the maintenance and, upon written notice by the Town to CONTRACTOR; CONTRACTOR shall be required to perform whatever maintenance is deemed reasonable or necessary. If said maintenance is not undertaken by CONTRACTOR within ten (10) days or competed within the time prescribed in the written notice, the Town shall have the right to enter upon the premise(s) and perform the necessary maintenance and such cost(s) shall be billed to the CONTRACTOR who shall make payment if full within thirty days of said billing. Alternatively, the Town may in its sole discretion declare the Agreement breached and voidable and terminate the Agreement as provided above.

14. Security. CONTRACTOR acknowledges and agrees that security of CONTRACTOR's property is solely the responsibility of CONTRACTOR and will ensure that adequate insurance and/or protective measures are taken to protect CONTRACTOR's property. It is specifically understood and accepted that the Town assumes no responsibility for the security of CONTRACTOR's property.
15. Inspection. The Town reserves the right to enter the premise(s) for the purpose of inspection, to cure maintenance problems, in the interest of public safety, or upon such other good cause. The Town will attempt, where feasible, to advise CONTRACTOR at least twenty-four (24) hours prior to entry.
16. Insurance. CONTRACTOR and/or its sub Contractors shall maintain property insurance with coverage in an amount at least equal to the replacement value of items of personal property located in or on the premises and general public liability insurance naming the Town as an additional insured with coverage amounts at least sufficient to satisfy the limits of liability of the Town as set forth in the New Mexico Tort Claims Act (NMSA 1978, Sec. 44-4-19). CONTRACTOR shall ensure that the Town be named as additional insured on all insurance policies, and shall provide a copy of such policies to the Town Legal Department.
17. AS IS Indemnification. CONTRACTOR acknowledges and agrees that use of the Town property and the premises described herein are AS IS and at CONTRACTOR's sole risk. CONTRACTOR, by execution of this Agreement, agrees to defend, indemnify and hold harmless the Town from any and all claims, suits, and causes of action which may arise from CONTRACTOR's performance or use under this Agreement unless specifically exempted by New Mexico Law.

CONTRACTOR further agrees to hold harmless the Town from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents, invitee or their representatives while engaged in the performance of or use under this Agreement.

18. Assignment/Subcontracting. CONTRACTOR shall not assign, transfer, subcontract, or otherwise affect any interest in this Agreement without the prior written approval of the TOWN.
19. Breach by CONTRACTOR. In the event that CONTRACTOR fails to comply with any term, condition or obligation required under this Agreement, the Town may consider CONTRACTOR to have breached the Agreement and, in the sole option of the Town, may either terminate the Agreement, or may negotiate a cure of the breach or default on such terms and conditions as may be acceptable to the Town.

If a breach is such s to cause a health or safety concern or to damage or threaten to damage or harm any person or property not belonging to CONTRACTOR, the TOWN may terminate the Agreement immediately.
20. Termination. This Agreement may be terminated at will, by either party, with or without cause upon 30 days written, advance notice to the other party. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be received three (3) calendar days from the date of the postmark. If hand-delivered, notice shall be to the Contractor's office or to the Town Manager. In no event shall termination nullify obligations of either party prior to the effective date of termination.
21. Binding Effect. This Agreement shall be binding upon the parties, their heirs, and successor-in-interest or other lawful claimant.
22. Scope of Agreement. This Agreement and the associated Local Economic Development Project Participation Agreement incorporate all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied and attached to these Agreements.
23. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN.
24. Judicial Enforcement. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
25. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement 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.
26. Amendment. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties and appended hereto.

CONTRACTOR

APPROVED AS TO FORM:

Allen R. Ferguson Jr., Town Attorney

TOWN OF TAOS

Mayor Darren M. Cordova

ATTEST:

Renee Lucero, Town Clerk



September 28, 2010

Title:

Daniel Miera, Town Manager (with Matthew Foster, Long Range Planner)

Summary:

Consideration and approval Resolution 10-56; Adopting the 2012-2016 Infrastructure Capital Improvements Plan (ICIP). The ICIP is a comprehensive list of unfunded or partially funded capital projects. Each project is put into a priority list and submitted to the state Department of Finance Administration every year. The Town gets additional points on the Community Development Block Grant application if a project is included in the ICIP. The ICIP also includes a list of legislative priorities for going after legislative appropriations.

Background:

Attachments:

Click to download

 [Resolution](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/20/2010 2:44 PM	Approved	Town Manager
9/20/2010 2:44 PM	Approved	Town Clerk



**TOWN OF TAOS
RESOLUTION NO. 10-56**

ADOPTING THE 2012-2016 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)

WHEREAS, the Town of Taos recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Council adopts the 2012-2016 ICIP, and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the ICIP is intended to be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

Passed by the TOWN OF TAOS COUNCIL this 28th day of September 2010, at a Regular Meeting of the Town Council that was duly published.

TOWN OF TAOS

By:

Darren Cordova
Mayor

ATTEST:

Renee Lucero
Town Clerk

APPROVED AS TO LEGAL FORM:

Allen Ferguson
Town Attorney