



**VILLAGE COUNCIL REGULAR MEETING AGENDA  
MEETING TO BE HELD VIA ZOOM TELECONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
TUESDAY, JUNE 28, 2022 2:00 P.M.**

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

**2. ROLL CALL**

**3. APPROVAL OF THE AGENDA**

**4. APPROVAL OF THE MINUTES OF THE MAY 24, 2022 VILLAGE COUNCIL REGULAR MEETING**

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

**6. COMMITTEE REPORTS**

- A. Planning & Zoning Commission
- B. Public Safety Committee
- C. Firewise Community Board
- D. Parks & Recreation Committee
- E. Lodger's Tax Advisory Board

**7. REGIONAL REPORTS**

**8. MAYOR'S REPORT**

**9. STAFF REPORTS**

- A. Administrator Avila
- B. Finance
- C. Police Chief Vigil
- D. Fire Chief Molina
- E. Building Official Bowden
- F. Planning Director Nicholson
- G. Public Works Director Martinez
- H. Clerk Wooldridge
- I. Attorney Baker

**10. OLD BUSINESS**

**A. PUBLIC HEARING:** Consideration to Approve **Ordinance 2022-15** Updating and Revising Ordinance 1997-15 Establishing the Planning and Zoning Commission Membership, Selection, Appointment, Terms of Office and Removal from Office; Establishing the Duties and Powers of the Commission

**11. NEW BUSINESS**

**A.** Consideration to Approve **Resolution No. 2022-510** Recommendations for Setting Water and Sewer System Connection Fees, Providing for regular modification of water and sewer system connection fees to cover increased operational and maintenance expenses

**B.** Consideration to Approve **Resolution No. 2022-511**, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2022 NMDOT LGRF

**C.** Consideration to Approve **Resolution No. 2022-512**, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2022 - 2023, NM DOT Municipal Arterial Program (MAP) Cooperative Agreement

**D.** Consideration to Approve **Resolution No. 2022-513** Concerning the Separation and Renaming of the Village of Taos Ski Valley Fire Department and the Village of Taos Ski Valley EMS Department

**E.** Consideration to Approve an Amendment to the April 2021 MOU Regarding a Village-Wide Water System Master Plan

**F.** Consideration to Approve the Renewal of Village Annual Outside Contractor Agreements

G. Discussion of Employee pay increases beyond the four percent forecasted in our preliminary budget

H. Consideration and Approval of Settlement Agreement with Mike Fitzpatrick of Legal Claim

**12. MISCELLANEOUS**

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

**14. ADJOURNMENT**

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



Village of Taos Ski Valley  
PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525  
(575) 776-8220 (575) 776-1145 Fax  
E-mail: [vtsv@vtsv.org](mailto:vtsv@vtsv.org) Website: [www.vtsv.org](http://www.vtsv.org)

**VILLAGE COUNCIL REGULAR MEETING  
DRAFT MINUTES  
VIA ZOOM TELE CONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
TUESDAY, MAY 24, 2022 2:00 P.M.**

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

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

**2. ROLL CALL**

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

**Governing body present:**

Mayor Neal King

Councilor Henry Caldwell

Councilor Brent Knox

Councilor Chris Stagg

Councilor Tom Wittman, Mayor Pro Tem

**Staff present:**

Village Administrator John Avila

Village Clerk Ann Wooldridge

Finance Director Nancy Grabowski

Building Official Jalmar Bowden

Public Works Director Anthony Martinez

Police Chief Vigil

Fire Chief Roberto Molina

Planning Director Patrick Nicholson

Village Attorney Susan Baker

**3. APPROVAL OF THE AGENDA**

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

**Motion:** Councilor Stagg      **Second:** Councilor Caldwell

**Passed:** 4-0

**4. APPROVAL OF THE MINUTES OF THE APRIL 24, 2022 VILLAGE COUNCIL REGULAR MEETING  
and the APRIL 24, 2022 VILLAGE COUNCIL BUDGET WORKSHOP**

**MOTION:** To approve the minutes as presented

**Motion:** Councilor Stagg      **Second:** Councilor Knox

**Passed:** 4-0

**5. CITIZENS' FORUM – Limit to 5 minutes per person (please sign in)**

A. TSV Chamber Director Courtney Tucker said that she will be stepping down as Chamber Director and is starting a new chapter in her life. She thanked the community for its support. She made note that the Chamber has some events planned for this summer, such as the summer music series and the Up & Over run.

**6. COMMITTEE REPORTS**

A. **Planning and Zoning Commission** –Commission Chair Wittman reported that the Commission had not met. The next meeting will take place on June 6, 2022 at 1:00 p.m. via Zoom.

**B. Public Safety Committee** – Chairman Kathy Bennett reported that the Committees had met on May 2, 2022 and on May 13, 2022. Discussion was held on various ongoing topics. The Evacuation Plan has been revised and distributed.

The next meetings will take place on June 6, 2022 at 10:00 a.m.

**C. Firewise Community Board of Directors** -see above

**D. Parks & Recreation Committee** – Committee Chair Katherine Kett thanked Timmy Teague for installing the disc golf course. The first basket is at the base of lift #1 next to the Plaza area. The volleyball court will be installed by June 21, 2022. Hanging flower baskets will be installed around June 21, 2022. Trash Clean-up Day will be held on May 26, 2022. A picnic will be held at noon at the Plaza after the trash pick-up in the morning. Committee Chair Kett recommended sending hikers to the Kachina Vista Municipal Park.

The next meeting has not been planned.

**E. Lodger's Tax Advisory Board** – Councilor Stagg said that the Lodgers Tax Board would be meeting on June 1, 2022 via Zoom.

## 7. REGIONAL REPORTS

Director Nicholson said that the NCRPC met and prioritized projects. The Village's Twining Road project came in second in an extremely close rating. The project is projected to cost \$7.8 million. Next step is that the NMDOT will further prioritize projects before they are submitted to the State for funding. The Village is expecting the design to be complete on this project by December.

Administrator Avila reported that the ECCG met to conduct fire planning, and the Landfill Board met to finalize its budget.

## 8. MAYOR'S REPORT

Mayor King said that he has a doctor's visit at the end of the week where he may learn more about his treatments.

## 9. STAFF REPORTS

Staff reports were included in the Council packet and were posted to the Village web site. Administrator Avila highlighted parts of his report. The WWTP project is still in review by the bonding company. Testing is on-going until mid-June. Federal funds will be received for the Village's water system in the amount of \$750,000, with Taos County being the fiscal agent. Insurance funds for damage at the Village Complex in several different weather events have been applied for, with some having been already received. KCEC is again waiting for an answer from the USFS after receiving no permission from NMDOT for access on the south side of the highway in Amizette for undergrounding of the electric lines. Permission is needed and then also lead time to get the contractor in place to conduct the work.

Director Grabowski said that the draft balanced budget had been submitted.

Chief Vigil reported that the new police vehicles were coming soon.

Chief Molina reported that the new engine would be in service and that one of the older units would now go in for repair. He is going to get someone to monitor the USFS campgrounds with the recent fire restrictions.

Director Bowden reported that approximately 30 applications had been made for the Non-Federal Land Grant Funding.

## 10. OLD BUSINESS

**A. PUBLIC HEARING:** Consideration to Approve **Ordinance No. 2022-70** Establishing Water and Sewer Connection Fees Based Upon the Cost of a Physical Connection

Attorney Baker explained that the proposed Ordinance establishes parameters for the physical connection to the Village's water and sewer system. It allows the Village to be reimbursed for the cost of a physical connection, including pipe, meters, trenching, and labor. It also gives the Council the right to adopt specific connection fees in the future by Resolution.

Connection fees are distinguishable from system development fees (impact fees) because connection fees are designed to recover all or a portion of the materials and labor cost of connecting a customer to the nearest water or sewer line.

System development fee charges are designed to cover the cost of capital outlay for future development, such as the expansion of major system components, including treatment plants and distribution lines.

System development fees are created by the New Mexico Development Fees Act. Under the Act and other established legal authority, connection fees cannot be charged as part of a system development fee, nor can a system development fee be assessed as part of a connection fee.

Expedited adoption of the proposed Ordinance is essential prior to building season to ensure that the Village is not paying for the individual customer's pipes, meter or trenching needed to establish a physical connection to the system. **PUBLIC HEARING:** The Public Hearing was opened. No one spoke in favor or against the proposed Ordinance. The Public Hearing was closed.

**MOTION: To Approve Ordinance No. 2022-70 Establishing Water and Sewer Connection Fees Based Upon the Cost of a Physical Connection**

**Motion: Councilor Stagg Second: Councilor Caldwell**

Discussion followed. Attorney Baker explained that any credit request would be addressed individually.

**Mayor Pro Tem Wittman called the question. Passed: 4-0**

## **11. NEW BUSINESS**

**A. Consideration to Publish and Post Ordinance 2022-15** Updating and Revising Ordinance 1997-15, Establishing the Planning and Zoning Commission Membership, Selection, Appointment, Terms of Office, and Removal from Office At the request and initiative of Planning and Zoning Commission Chairman Tom Wittman, an update to Ordinance 1997-15 establishing the general structure, powers, and duties of the Village Planning Commission was undertaken. Primary revisions include reconstituting the Commission in 2022 to adjust and lengthen the terms of office, establishing a section committee to recommend appointments, and updating conflict of interest provisions. Staff recommends consideration of the proposed revisions to Ordinance 1997-15 and a motion to publish and post Ordinance 2022-15.

**MOTION: To Publish and Post Ordinance 2022-15** Updating and Revising Ordinance 1997-15, Establishing the Planning and Zoning Commission Membership, Selection, Appointment, Terms of Office, and Removal from Office

**Motion: Councilor Wittman Second: Councilor Stagg Passed: 4-0**

The Ordinance will be brought to the next Council meeting for a Public Hearing and a vote to approve.

## **B. Discussion, Acknowledgement, and Approval of the Village Interim Budget for Upcoming Fiscal Year FY2023**

As per New Mexico State Statute and the Department of Finance and Administration, all municipalities are required to submit a preliminary annual budget due on June 1<sup>st</sup> and a final budget due on July 31<sup>st</sup>.

On April 26, 2022, the Village met in a special Council Budget Workshop to review the FY2023 budget. The following are the items which have been updated since that meeting:

Water (01) Enterprise: Increase beginning balance \$50K, Assuming a higher ending balance at FYE

Sewer (02) Enterprise: Increase beginning balance \$120K, Assuming a higher ending balance at FYE

At this time no other changes have been made to the interim budget for FY2023 and all funds have positive ending balances. Prior to submission of the final budget on July 31, 2022, additional changes can be made, and the ending balances will reflect the actual ending balance of each fund on June 30, 2022.

The interim budget will be submitted in a timely manner no later than June 1, 2022.

**MOTION: To approve the Village Interim Budget for Upcoming Fiscal Year FY2023.**

**Motion: Councilor Stagg Second: Councilor Caldwell Passed: 4-0**

## **C. Consideration to Acknowledge and Approve Enchanted Circle Trails Association Regional and Local Trails Kiosk**

The proposed kiosk is one of six kiosks that will be installed in the region to support the Enchanted Circle Trails Association and Rocky Mountain Youth Corps in building awareness about local and regional trails and recreational opportunities. Three of the Village's most easily accessible trails within the base area will be highlighted on this map along with major trails within the region. The Parks & Recreation Committee has funds to pay for the kiosk, which should cost around \$2,000. The kiosk will not be placed on Federal land.

**MOTION: To Acknowledge and Approve Enchanted Circle Trails Association Regional and Local Trails Kiosk**

**Motion: Councilor Stagg Second: Councilor Caldwell Passed: 4-0**

## **12. MISCELLANEOUS**

## **13. CLOSED SESSION**

### **A. Discussion of Pending Litigation**

This matter may be discussed in closed session under Open Meetings Act exemption 10-15-1(H) (7)

**MOTION: To go to Closed Session**

**Motion: Councilor Caldwell**

**Second: Councilor Stagg**

**Passed: 4-0**

**MOTION: To go to Open Session**

**Motion: Councilor Stagg**

**Second: Councilor Knox**

**Passed: 4-0**

No action was taken in Closed Session.

**11. D. Consideration to Direct Village Attorney to Finalize Settlement documents**

**MOTION: To proceed with settlement agreement documents**

**Motion: Councilor Stagg**

**Second: Councilor Caldwell**

**Passed: 4-0**

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

The next meeting of the Village Council will be the Regular Council Meeting on June 28, 2022 at 2:00 p.m. via Zoom.

**15. ADJOURNMENT**

**MOTION: To Adjourn**

**Motion: Councilor Stagg**

**Second: Councilor Caldwell**

**Passed: 4-0**

The meeting adjourned at 4.00p.m.

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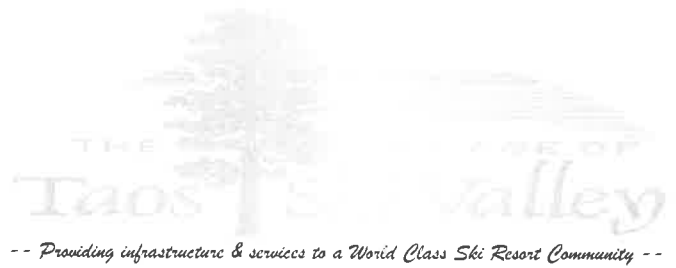
Mayor Neal King

ATTEST:

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Ann M. Wooldridge, Village Clerk

**John Avila**  
**Village Administrator**  
**Village of Taos Ski Valley Council**  
**Monthly Briefing**  
**June 28, 2022**



### **\* Ongoing & Past Projects \***

#### **COVID -19 - Pandemic Emergency:**

##### **In Taos County:**

Cases continue to rise across the nation, but a decrease in Taos County as in most places in New Mexico. The CDC considers Taos County to have a medium level of Covid-19 in the community, most counties in NM are low level. When cases rise in New Mexico, hospitalizations have begun to creep up but not at the same pace. This is still some way below the peak of 682 at the end of January. Due to the low level of hospitalizations and relatively low case count, NM counties are low level risk.

- The number of **hospitalized Covid patients** has fallen in the Taos County area. **Deaths** have remained at about the same level.
- An average of **13 cases per day** were reported in Taos County, a **28 percent decrease** from the average two weeks ago. Since the beginning of the pandemic, at least **1 in 6** residents have been infected, a total of **5,945 reported cases**.

**Symptomatic employees should be directed to Rapid Testing, but it is not appropriate for asymptomatic people - it is best to get a Rapid test after 24 hours and up to 5 days of symptoms. Consortium says: Have Covid Symptoms? Stay HOME, get tested at the [Sagebrush Inn \(M-F\)](#), [Holy Cross Hospital](#) or the [Youth & Family Center](#)**

Village requirements are to be evaluated with each DOH amendment. Village restrictions will be reevaluated for any changes on a monthly basis. Although NMDOH dropped mask requirements again, this happened last year and cases surged. The Village still requires masks in common areas, to allow some percentage of protection until against impact of Variants and to protect individuals with compromised health.

Village Offices are following the NM Department of Health Order and are still OPEN for visitors and operations 9AM -4PM M-F under mask and hygiene restrictions. Staff with a work accountability can still request remote Work at Home.

#### **WWTP**

The ongoing work for the Waste Water Treatment Plant included corrections for optimized efficiency of the Ovivo System. The Integrated Water Systems engineers and technicians are in contact to address system operations issues including monitoring programs, ceramic plate performance, improving the ultraviolet treatment and injector corrections. A letter addressing issues including monitoring programs, ceramic performance, improving the ultraviolet treatment and plumbing corrections was delivered to Ovivo to address bond requirements. The temporary treatment plant is still in place while testing is being completed with estimated removal in mid July. Testing of membrane solutions are done the remaining test to find the failure point of the current membranes remains. These test results will be

provided as evidence to Ovivo and the bond company as well as Plummer engineering for proof of product performance.

To meet the needs for system expansion the Waste Water Treatment Plant is designed to process additional peak to protect the water conditions of the area. In order to increase the capacity needed within limited space and funding, a mechanical system was selected by Village for the Waste Water System RFP. This system standard has many times the productivity capacity and requires more technical care. The design engineer must review and approve correction of outstanding issues with Ovivo before final plant completion can be accepted. The Village has not accepted the plant as complete considering the continued required corrections to the system by the manufacturer, Ovivo.

We met with them, they said they would cooperate and conduct the tests required by their contract then did not. Testing had to proceed during the Thanksgiving, Christmas, New Year periods and did require further testing through April and into May. The IWS temporary plant was being used for testing solutions without interfering with regular production in the plant. The lack of cooperation and performance required that we notify the Bonding company; that we will be enforcing the bond for correction of the issues. Further response and reply will continue as the bonding company investigates additional information provided.

### **Kachina Water Tank**

Ensuring that the water delivery is optimum, Public Works has reviewed the onsite status of operating systems for the Kachina Tank including water delivery. The project will not be accepted as final until conditions to correct segregation valves are met. Because of COVID product lead times and work demands, the correction is unlikely before end of summer 2022. The correction of segregation valves is at no additional cost to the Village.

Until the permanent Water Booster Station is built, the temporary pump station upgrades allow for remote automatic operation between the pumps and tank equipment. Funding documents were received signed from the Secretary to start with NOA and NTP. The temporary pump station is operational and can receive remote commands through the fiber installation. The temporary pump station has a limited useful life but will suffice until the permanent Kachina Water Booster Station is constructed for service of the Kachina Water Tank. Construction of the pump system should begin in FY 2023 when funding for this project is encumbered. Plummer under TO 26 has started the design process in preparation for construction spring of 2023.

Additional Water Distribution lines below Kachina Tank will also need to be constructed along with replacement of lines. House Bill 2 has \$5M for Taos County Projects from Apportionment Contingency Fund Appropriation of which \$750,000 grant funding has been identified for Village Water line repair. The funding must be utilized by June 2025 and Department of Finance Authority may channel funds through Taos County as the fiscal agent. These are Federal Funds that will have different reporting standards to State Capital outlay.

### **Village Complex**

There is increased interest among employees for housing at the Village Complex, but the operation is an enterprise fund and must produce enough revenue to cover expenses or be part of compensation. 75% occupancy of units is possible this summer including employee housing.

The damage from the snow gale to units 9 and 10 was assessed, after the insurance adjuster and the engineer visiting the site. The Village will appeal the loss valuation. Because of the structural damage, it is more likely that repair would be more expensive than compensating for removal of the Duplex



building. The Village will procure repair of the units 9 and 10. The appraisal services to establish a base line market value of the Village Complex at 1346 NM150 is due a report in early July. The Building Inspector, Public Safety Housing EMS/Fire, Police and Fire Administration Offices are currently housed in Village Apartment units.

The use of the units as office space and EMS bunking rather than as housing, has reduced the average cost per unit of sewage pumping and utilities budget to \$10,000 annually. The office assignment of the Police Department replaced the previous 20year assignment to a construction trailer. The trailer was surplused and removed. The Village Offices at the "Taos Mountain Lodge" location are housed in separate units. The Ambulance shed package is being stored there temporarily.

Additional claims for damage after two more wind events sent surrounding trees into the buildings, are filed with the NM Self Insured Fund. A police vehicle was also damaged and a claim was filed.

### **Facility Undergrounding**

Kit Carson Electric Cooperative is again awaiting an answer from the USFS after receiving no permission from NMDOT for access on the south side of the highway. We recommend getting private access along the frontage of NM150 if we don't have a report of progress with NMDOT/KCEC after many attempts this month. The Village excavation contractor is waiting approval to start work on NM 150.

Village GIS mapping was requested to show those properties that are within reach of connection to underground but have not yet made the connection. This mapping will show the properties that are required to make underground connection to KCEC.

Other KCEC priority underground projects are underground for the alleyway between Gusdorf and Emma in Amizette, Upper Twining joint trench and the joint trench installation of underground electricity with gas line expansion from Coyote – Phoenix. Delayed last year by shortages in qualified operators and KCEC material shortages. Initial coordination of the VTSV, KCEC and NM Gas allowed a plan for a joint trench installation for both electricity and gas lines on Coyote, Chipmunk and 500 ft. of Phoenix. This project will eventually allow for several sections of overhead electrical line to be installed to underground as well as bring the NM gas facilities near properties along the route.

Additional underground installation is being accomplished with the TIDD Entryway projects in the parking lot, near Thunderbird Road and Firehouse Lane. These are predicted to allow removal of some overhead poles on Twinning Road. An underground connection for the Vehicle Maintenance Facility along with the Waste Water Treatment plant will allow removal of more overhead lines on NM150 once the construction is complete.

*Reminder: Once the underground service is available near a property, the steps to connecting underground are:*

**The Owner** to engage a contract electrician for work on their property,

**Then together** contact Kit Carson Electrical Cooperative with the meter number and request an upgrade to an underground service, **KCEC** and the electrician will contact the Village for underground permitting and start credit request for public Right of Way work,

**Proceed** with underground work and connect to the underground service,

**Make** the credit application for the portion of work done in the public ROW. If the property is undeveloped, the request is for a new service.

### **TIDD**

**The Tax Increment Development District** is the mechanism that certain economic development investments by the designated developer (TSVI) are to be funded by tax revenues from the Village, County and the State. The tax is charged in most areas of the Village for project funding and correction for the misdirected payments is now addressed immediately. TIDD is a separate political subdivision of the State and the Board has fiduciary responsibility for oversight of those taxpayer dollars that pay the Tax Increment Funds Bond. Construction is completed and landscaping along the project for Thunderbird/Ernie Blake Roads with designated snow storage. Public Safety signage is installed for this TIDD project.

#### **Entry Road:**

Pending TIDD project; Entry Road development by Taos Ski Valley Inc. has been presented to the Village at the Council Work Shop. Questions and comments are provided to TSVI for their application to US Forest Service permit. The Village gave support to the US Forest Service Master Development Plan submission resolution. The Village is waiting for final drainage drawings and Q&A for the project design to be approved by Council.

Staff review of design drawings generated some questions for a TIDD project Q&A. Page 3 of the plans shows which part of the project is TIDD eligible. It should be noted that the plans should be considered as 90% Construction Documents as minor adjustments are still being made.

The planning documents, Village Water Study and the amendment Water Line Repair Plan are anticipated as TIDD eligible projects.

Three of four facility projects were accepted for dedication by the Village and the record is forwarded to the TIDD Board for review and approval for reimbursement of the TSVI developer.

### **Items**

#### **USPS**

Here is **your monthly USPS update from the Chamber:** Chamber has not signed a contract with TSVI yet but hopes to after Lodgers Tax Board meeting TSVI has signed with USPS.

A meeting between The Chamber and TSVI scheduled for 6/27/2022 will shed light on the contract status for Postal Service.

#### **Safety**

Medical director review of SOP oversight of medical supplies inventory and to prepare for budget planning. Additional first aide training and the use of AED equipment was offered to Village staff with many able to attend on 6/16.

The USFS removed Stage III restrictions for the trails and camping grounds within the Village (initially predicted for after July 4<sup>th</sup>). Williams Lake trail reroute, is just a 1/8 or 1/4 mile section from the Lake Williams trailhead before reconnecting for Lake Williams see map.

All three campgrounds along Highway 150 are now open (or should be as soon as someone swings the gate).

**Entry Road:**

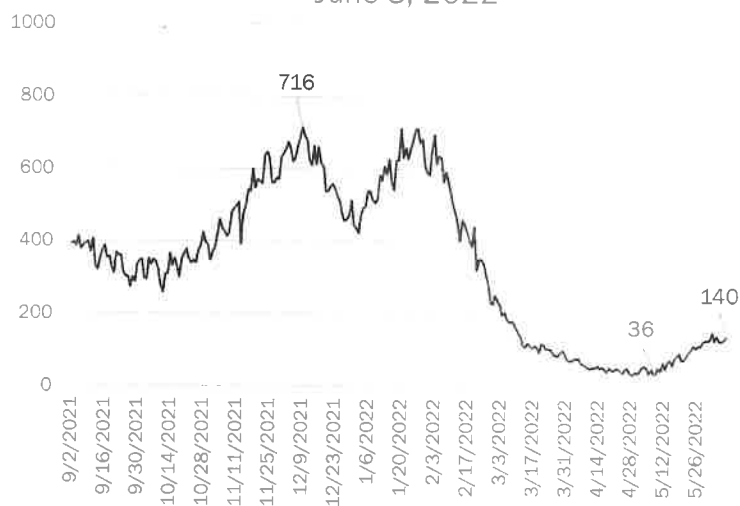
Staff review of design drawings generated some questions for a TIDD project Q&A. Page 3 of the plans shows which part of the project is TIDD eligible. It should be noted that the plans should be considered as 90% Construction Documents as minor adjustments are still being made. Staff working with TSVI will have complete Q&A and a recommendation for accepting the Entry Road project design.

**Plan of Finance**

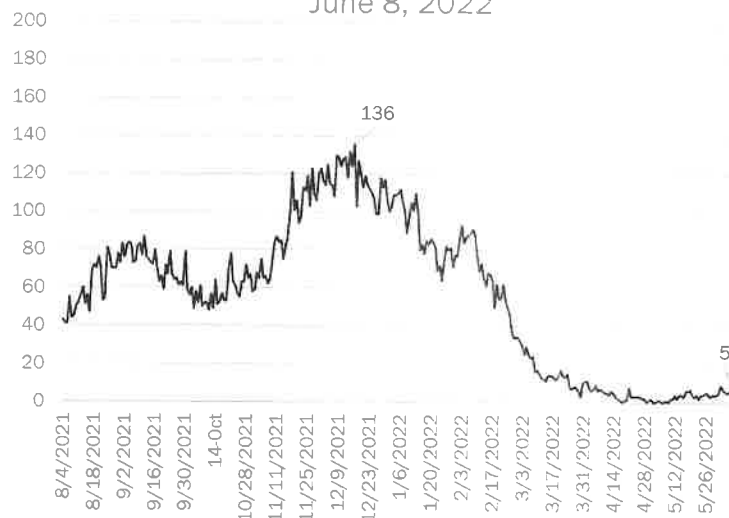
While search for Finance Director continues work is supported by increased tasks undertaken by Contract Accounting and the recent hire of Morris Madrid as the Finance Officer. Mr. Madrid is filling a part time position but will be available for full time effort in the next two months. Due to tasks required during transition between Fiscal Year accounting, along with staff departure some leeway for DFA entries is requested but we are required to meet our deadlines such as entering final budget on time.

# COVID-19-related Hospitalization Rates Also Showing Slight Increase (3.5% on Ventilation)

COVID-19 Positive Patients In Hospital  
June 8, 2022



COVID-19 Positive Ventilated Patients  
June 8, 2022



Investing for tomorrow, delivering today.

1190 S. St. Francis Drive • Santa Fe, NM 87505 • Phone: 505-827-2613 • Fax: 505-827-2530 • nmhealth.org



joins existing  
Williams Lake Trail

USFS

Private

## Williams Lake Trail Reroute

- Existing Williams Lake Trail
- Rerouted Trail
- Boundary CNF/Private Land

0 125 250 500 Feet



Date Saved: 6/19/2018 10:41:02 AM

Author: James Porter

Coordinate System: NAD 1983 StatePlane New Mexico Central FIPS 3002 Feet  
Projection: Transverse Mercator  
Datum: North American 1983  
False Easting: 1,640,416.2957  
False Northing: 0.0000  
Central Meridian: -106.2500  
Scale Factor: 0.9999  
Latitude Of Origin: 31.0000  
Units: Feet US

Private

USFS

trailhead  
(rerouted trail)

## Council Meeting Notes for June 28, 2022

### REVENUES, MAY 2022 (unreconciled)

GRT for Village:

May 2021:	\$ 288,219.37	May 2022:	\$ 387,016.42
Last Year YTD:		This Year YTD:	

LODGER'S TAX:

May 2021:	\$ 10,267.66	May 2022:	\$ 15,797.80
Last Year YTD:	\$ 363,461.18	This Year YTD:	\$ 717,074.80

The TIDD received \$ 340,555.78 in GRT in May.

- We received \$53,829.95 in Hold Harmless GRT revenue in May, which will be transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Combined Water and Sewer Sales are up approximately 26% from last year.
- Lodger's Tax collections are up approximately 97% from last year.
- Building Permits continue down by approximately 37%.
- The Village received \$28,843 in property tax collections in May 2022, for a YTD totals of \$390,034. Collections are down 18%.

### EXPENSES, MAY 2022

- *Summary to come, as May is not yet reconciled.*



10:00 AM

06/27/22

Cash Basis

**VILLAGE OF TAOS SKI VALLEY**  
**Profit & Loss**  
**July 2021 through May 2022**

	Jul '21 - May 22	Jul '20 - May 21	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4016 · Revenue - GRT ITG Telecom	232.84	0.00	232.84	100.0%
4017 Revenue GRT Comp Tax	8,855.75	0.00	8,855.75	100.0%
4012 · REVENUE -Water Sales	175,539.22	138,729.03	36,810.19	26.5%
4013 · Revenue - Sewer	682,812.74	537,009.32	145,803.42	27.2%
4018 · REVENUE- GRT HB 6	253.34	1,140.02	-886.68	-77.8%
4019 · REVENUE-Hold Harmless GRT	260,040.41	205,351.01	54,689.40	26.6%
4020 · REVENUE - GRT MUNICIPAL	1,054,274.51	816,353.14	237,921.37	29.1%
4021 · REVENUE - GRT- STATE	674,255.92	724,313.52	-50,057.60	-6.9%
4025 · REVENUE -LIQUOR LICENSES	1,250.00	715.00	535.00	74.8%
4026 · REVENUE - BUSINESS LICENSE	5,095.00	4,165.00	930.00	22.3%
4027 · REVENUE - OTHER	156,019.88	84,424.34	71,595.54	84.8%
4028 · REVENUE - GASOLINE TAX	5,069.31	4,518.74	550.57	12.2%
4029 · REVENUE - LODGER'S TAX	717,074.80	363,461.18	353,613.62	97.3%
4031 · REVENUE - PARKING FINES	185.00	730.00	-545.00	-74.7%
4034 · REVENUE - MOTOR VEHICLE FEES	16,351.55	16,542.06	-190.51	-1.2%
4035 · REVENUE - BUILDING PERMITS	39,017.29	62,060.16	-23,042.87	-37.1%
4036 · REVENUE -Licenses/Permits Other	1,030.00	550.00	480.00	87.3%
4037 · REVENUE - GENERAL GRANTS	118,104.50	489,523.75	-371,419.25	-75.9%
4040 · REVENUE - WATER CONNECTION FEES	0.00	36,198.69	-36,198.69	-100.0%
4041 · REVENUE - SEWER CONNECTION FEES	0.00	29,149.13	-29,149.13	-100.0%
4046 · REVENUE - SOLID WASTE FEE	64,356.25	53,449.55	10,906.70	20.4%
4047 · REVENUE - OTHER OPERATING	14,772.36	4,275.16	10,497.20	245.5%
4049 · REVENUE - FIRE GRANTS	212,807.00	127,434.00	85,373.00	67.0%
4050 · REVENUE - IMPACT FEES	0.00	38,555.80	-38,555.80	-100.0%
4058 · Plan Review Fees	17,449.17	27,436.53	-9,987.36	-36.4%
4059 · Proceed NMFA Issuance of Debt	454,115.50	0.00	454,115.50	100.0%
4100 · Miscellaneous Revenues				
4110 · Misc Revenue- TIDD reimburse	6,247.72	5,036.88	1,210.84	24.0%
<b>Total 4100 · Miscellaneous Revenues</b>	<b>6,247.72</b>	<b>5,036.88</b>	<b>1,210.84</b>	<b>24.0%</b>
4190 · Rental Fees	4,500.00	13,550.00	-9,050.00	-66.8%
4191 · Tenant Deposits	-1,000.00	0.00	-1,000.00	-100.0%
7004 · REVENUE - FINANCE CHARGE ON W/S	2,890.76	2,058.49	832.27	40.4%
7005 · REVENUE - INTEREST INCOME	6,276.48	9,174.60	-2,898.12	-31.6%
7006 · REVENUE -INVESTMENT INTEREST	254.27	6,450.81	-6,196.54	-96.1%
7007 · REVENUE - INTEREST IMPACT FEES	47.54	52.47	-4.93	-9.4%
7010 · REVENUE - AD VALOREM TAX	390,034.78	480,806.90	-90,772.12	-18.9%
9000 · BEG. BALANCE	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>5,088,213.89</b>	<b>4,283,215.28</b>	<b>804,998.61</b>	<b>18.8%</b>
<b>Gross Profit</b>	<b>5,088,213.89</b>	<b>4,283,215.28</b>	<b>804,998.61</b>	<b>18.8%</b>
<b>Expense</b>				
4082 · DEBT SERV - 2007 WWTP LOAN PRIN	95,422.70	96,514.11	-1,091.41	-1.1%
4083 · DEBT SERV. - 2007 WWTP LOAN INT	5,864.43	4,773.02	1,091.41	22.9%
<b>6100 · Salary and Benefits</b>				
6112 · SALARIES - STAFF	890,445.75	906,557.56	-16,111.81	-1.8%
6113 · SALARIES - ELECTED	29,968.92	31,513.68	-1,544.76	-4.9%
6114 · SALARIES - PART TIME	0.00	3,055.00	-3,055.00	-100.0%
6115 · Overtime salaries	14,294.75	5,421.14	8,873.61	163.7%
6121 · WORKER'S COMP INSURANCE	20,612.00	20,514.44	97.56	0.5%
6122 · HEALTH INSURANCE	192,820.35	186,120.06	6,700.29	3.6%
6125 · FICA EMPLOYER'S SHARE	57,185.31	57,678.13	-492.82	-0.9%
6126 · WORKMAN'S COMP PERSONAL ASSESS	236.50	249.40	-12.90	-5.2%
6127 · SUTA STATE UNEMPLOYEMENT	1,589.49	1,438.37	151.12	10.5%
6128 · PERA Employer Portion	82,620.11	84,644.95	-2,024.84	-2.4%
6130 · HEALTH INCENTIVE - SKI PASS/GYM	1,193.46	1,457.59	-264.13	-18.1%
6133 · Life Insurance	855.29	983.16	-127.87	-13.0%
6134 · Dental insurance	12,522.17	11,821.20	700.97	5.9%
6135 · Vision Insurance	2,197.49	2,101.59	95.90	4.6%
6136 · FICA -EMPLOYER SHARE MEDICARE	13,374.02	13,489.24	-115.22	-0.9%
<b>Total 6100 · Salary and Benefits</b>	<b>1,319,915.61</b>	<b>1,327,045.51</b>	<b>-7,129.90</b>	<b>-0.5%</b>
6220 · OUTSIDE CONTRACTORS	622,647.14	882,510.59	-259,863.45	-29.5%
6225 · ENGINEERING	2,064.92	84,809.03	-82,744.11	-97.6%
6230 · LEGAL SERVICES	79,483.21	101,588.62	-22,105.41	-21.8%
6242 · ACCOUNTING	19,383.61	12,863.86	6,519.75	50.7%
6244 · AUDIT	24,811.25	33,441.25	-8,630.00	-25.8%
6251 · WATER PURCHASE, STORAGE	399.16	381.98	17.18	4.5%
6252 · INTERNET	7,862.85	4,670.84	3,192.01	68.3%
6253 · ELECTRICITY	91,084.82	80,772.70	10,312.12	12.8%
6254 · PROPANE	8,208.42	0.00	8,208.42	100.0%
6256 · TELEPHONE	15,185.54	15,674.70	-489.16	-3.1%



10:00 AM

06/27/22

Cash Basis

**VILLAGE OF TAOS SKI VALLEY**  
**Profit & Loss**  
**July 2021 through May 2022**

	Jul '21 - May 22	Jul '20 - May 21	\$ Change	% Change
6257 · RENT PAID	750.00	0.00	750.00	100.0%
6258 · WATER CONSERVATION FEE	377.96	375.69	2.27	0.6%
6259 · Natural Gas	21,419.10	16,536.93	4,882.17	29.5%
6270 · LIABILITY & LOSS INSURANCE	81,688.31	88,542.83	-6,854.52	-7.7%
6310 · Advertising	6,646.54	1,873.07	4,773.47	254.9%
6312 · CHEMICALS & NON DURABLES	12,075.00	12,961.17	-886.17	-6.8%
6313 · MATERIAL & SUPPLIES	82,498.79	82,365.13	133.66	0.2%
6314 · Dues/fees/registration/renewals	6,791.14	7,390.28	-599.14	-8.1%
6315 · BANK CHARGES	1,925.75	1,857.86	67.89	3.7%
6316 · Software	53,526.91	21,582.08	31,944.83	148.0%
6317 · Personal Protective Equipment	22,520.46	14,971.40	7,549.06	50.4%
6318 · Postage	1,802.25	2,002.90	-200.65	-10.0%
6319 · Election Expense	4,142.09	0.00	4,142.09	100.0%
6320 · EQUIPMENT REPAIR & PARTS	6,496.88	30,350.01	-23,853.13	-78.6%
6321 · BUILDING MAINTENANCE	565.36	45.14	520.22	1,152.5%
6322 · SMALL EQUIP & TOOL PURCHASES	39,680.20	24,195.47	15,484.73	64.0%
6323 · SYSTEM REPAIR & PARTS	1,618.50	0.00	1,618.50	100.0%
6331 · OUTSIDE TESTING SERVICES	1,938.43	2,941.70	-1,003.27	-34.1%
6332 · EQUIPMENT RENTALS	47,139.02	8,258.98	38,880.04	470.8%
6417 · VEHICLE MAINTENANCE	13,194.26	15,608.91	-2,414.65	-15.5%
6418 · FUEL EXPENSE	22,592.94	18,519.52	4,073.42	22.0%
6432 · TRAVEL & PER DIEM	3,283.56	1,021.64	2,261.92	221.4%
6434 · TRAINING	4,122.20	7,583.03	-3,460.83	-45.6%
6435 · Training Elected Officials	1,543.19	0.00	1,543.19	100.0%
6560 · Payroll Expenses	2,181.60	-0.40	2,182.00	545,500.0%
6570 · Other Operations Expenses	40,167.59	31,216.65	8,950.94	28.7%
6712 · LAB CHEMICALS & SUPPLIES	6,418.16	8,264.63	-1,846.47	-22.3%
6714 · LAB EQUIPMENT REPAIR & PARTS	0.00	253.04	-253.04	-100.0%
6716 · LAB TESTING SERVICES	9,672.20	7,791.55	1,880.65	24.1%
6720 · LAB OUTSIDE CONTRACTORS	0.00	0.00	0.00	0.0%
8322 · CAPITAL EXPENDITURES	360,275.10	29,166.78	331,108.32	1,135.2%
8323 · Capital Assets \$1000-\$4999	2,523.03	0.00	2,523.03	100.0%
8325 · EQUIPMENT & TOOL PURCHASE	0.00	110,445.45	-110,445.45	-100.0%
8415 · DEBT SERV-NMFA WTB#176 Principa	25,663.00	25,599.00	64.00	0.3%
8416 · DEBT SERV-NMFA WTB#176 Interest	583.24	647.24	-64.00	-9.9%
8418 · Debt Service-Principal WTB 0351	8,430.00	8,409.00	21.00	0.3%
8419 · Debt Service -Interest WTB 0351	299.92	320.94	-21.02	-6.6%
8420 · NMFA -Principal TML #TAOS55	30,269.00	29,722.00	547.00	1.8%
8421 · NMFA Interest TML #TAOS55	38,892.60	39,439.48	-546.88	-1.4%
8422 · CWSRF 052 Principal	70,829.92	69,990.04	839.88	1.2%
8423 · CWSRF 052 Interest	1,710.12	2,550.00	-839.88	-32.9%
8428 · Debt Service GRT FY2020 repay	28,563.15	28,563.15	0.00	0.0%
8430 · USDA FY20 Interest Expense	151,736.10	159,660.84	-7,924.74	-5.0%
8431 · USDA FY20 Principal Expense	110,921.90	102,997.16	7,924.74	7.7%
<b>Total Expense</b>	<b>3,619,809.13</b>	<b>3,659,066.50</b>	<b>-39,257.37</b>	<b>-1.1%</b>
<b>Net Ordinary Income</b>	<b>1,468,404.76</b>	<b>624,148.78</b>	<b>844,255.98</b>	<b>135.3%</b>
<b>Other Income/Expense</b>				
Other Expense				
9001 · TRANSFER TO (IN) FUND	-1,426,532.32	-1,865,853.89	439,321.57	23.6%
9002 · TRANSFER FROM (OUT) FUND	1,426,532.32	1,865,853.89	-439,321.57	-23.6%
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>1,468,404.76</b>	<b>624,148.78</b>	<b>844,255.98</b>	<b>135.3%</b>

Monthly Public Safety Report

May-22

Law Enforcer	R. Salazar	J. Gladeu	J. Hutter	V. Vigil	Totals	Last Year
911 Hang up	0	2	0	1	3	1
Assists to oth	0	0	0	1	1	1
Business Alar	1	0	0	1	1	0
Citizen Assist:	40	50	20	25	135	18
Foot Patrol H	25	25	10	20	80	15
Law Unknowi	1	1	0	0	2	0
Reckless Driv: 5 no locatate		0	1	0	6	7
Residential A	2	0	0	1	3	0
Shots Fired	1	0	0	0	0	0
Traffic Enforc	20	20	10	5	55	18
Traffic Hazar	5	0	0	1	6	5
Traffic Stops	0	3	0	0	3	5
Tresspass Wa 15 trailheads 20 trailhead			0	0	35	0
Verbal Warni	0	3	0	2	5	9
Welfare Chec	0	1	0		0	1
Fire/EMS	1	0	0	1	2	1

### Monthly Accomplishments for May 2022

- We Hired Officer Justin Hutter and stationed him at the Village Complex. Officer Hutter was also equipped, and we qualified him on his firearms. Officer Hutter will be responding to emergency call several days a week, after hour to increase our response time on emergencies.
- We returned the damage Siren battery box and received a new one along with the damaged sirens that had been ordered.
- Arrangements were made with J& D Electric and with a sub-contractor to install the sirens in June. Siren location for the new sirens was established for the upcoming installs.
- I was able to apply for the LEPP Retention Grant and it was accepted and were just waiting on the approval.
- I was able to make arraignments for Officer Salazar's Police unit to be repaired and it was transported to a body Shop in Santa Fe New Mexico and is in the process of being repaired.
- My unit's engine was replaced, and my unit is fully functional at this time.

### Items In progress

- I'm working on getting the damaged Police units repaired and possibly a spare unit for the Police Officers.
- Officer Salazar and I are in the process of constructing an Active shooter power point, so we can give and Active Shooter training class. This class is going to be offered to the employees that work at the Taos Ski Valley along with any communities' members that wish to attend. Taos Ski Valley Inc. advise us that approximately 250 employees would be offered this class. This class will be given several times in the next few months. Taos Ski Valley Inc. also agreed to provide a location for this venue along with a possible lunch for attendees.
- Arraignments were made and Officer Hutter should be attending the Emergency Medical Responder Course in the first week of June.

# Report for Taos Ski Valley Fire Rescue

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## Month of May

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### Calls

- Fire Calls
  - 1 Camp Fire
  - 2 Propane Leak
  - 1 Fire alarm
- EMS/SAR
  - 1 EMS Calls/SAR
  - 1 EMS call for cut finger

Total of 6 calls for the month of April

Total calls year to date are 48

Chief Molina, and Lt Sloan are attending the EMR class through UNM Taos  
Fire Restrictions have been rescinded as of 24 June

**VILLAGE OF TAOS SKI VALLEY FIRE RESTRICTIONS:**

**STAGE III FIRE RESTRICTIONS**

As of June 24, 2022, at 8:00 a.m. Taos Ski Valley Fire Rescue is rescinding the current fire restriction.

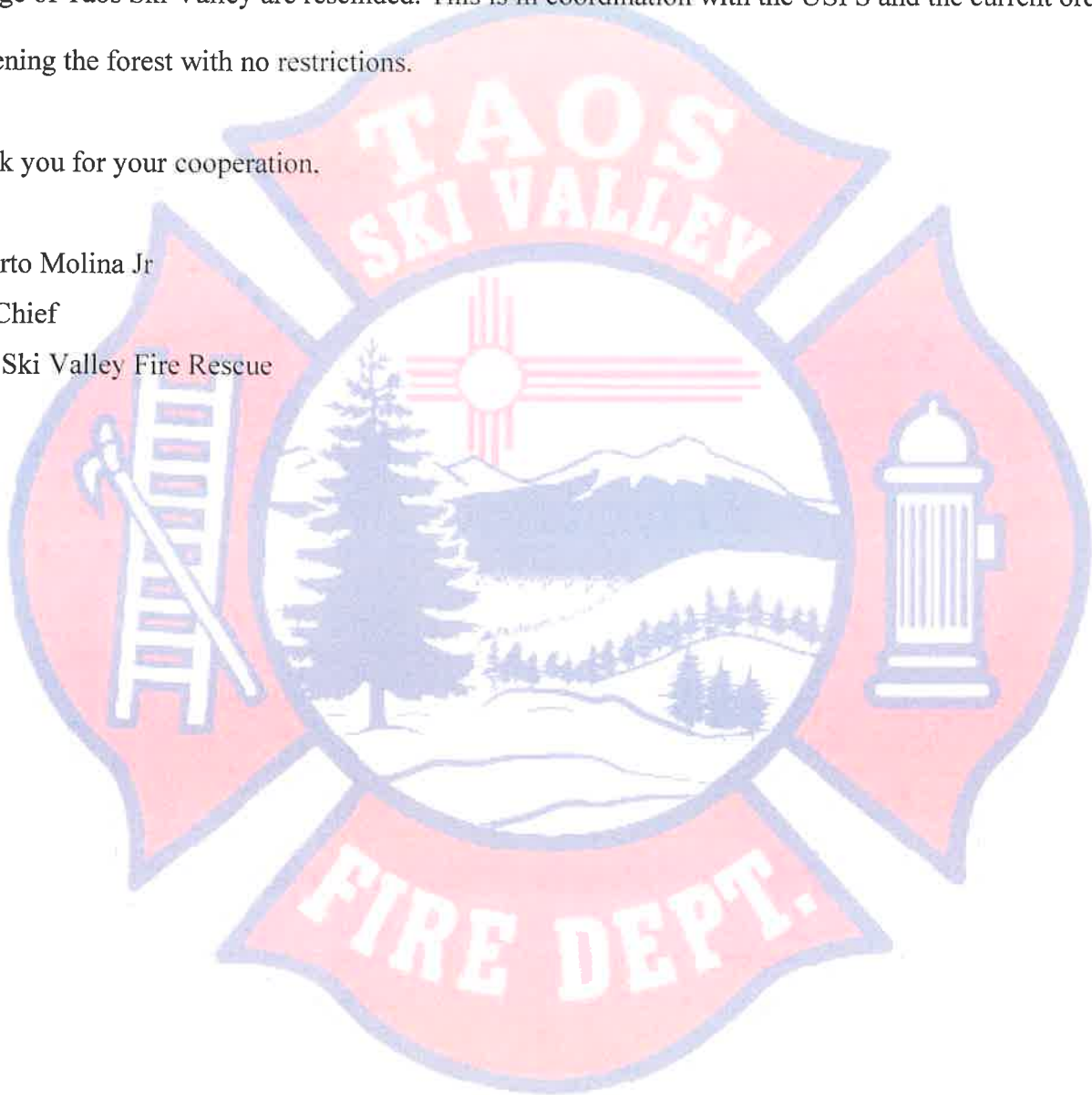
With the recent rains and the early onset of the monsoon season all current fire restriction within the Village of Taos Ski Valley are rescinded. This is in coordination with the USFS and the current order of reopening the forest with no restrictions.

Thank you for your cooperation.

Roberto Molina Jr

Fire Chief

Taos Ski Valley Fire Rescue



All,

To further help public understanding of what remains closed, we have added the following to our website:

- A Camino Real Ranger District closure page with description and map ([link](#))
- A list of open and closed campgrounds, which will be updated as more open, which could be as early as next week ([link](#))
- A Midnight Fire closure page with map ([link](#))

These and more are consolidated on this page (Midnight Fire being added as we speak):

<https://www.fs.usda.gov/alerts/carson/alerts-notice/?aid=73839>

Please let me know if you have any questions. Thank you - Zach

**From:** Behrens, Zachary - FS, TAOS, NM

**Sent:** Thursday, June 23, 2022 3:27 PM

**To:** Behrens, Zachary - FS, TAOS, NM <[zachary.behrens@usda.gov](mailto:zachary.behrens@usda.gov)>

**Subject:** Carson National Forest to mostly reopen Friday

FOR IMMEDIATE RELEASE

Contact: Zach Behrens, 575-758-6303

## Carson National Forest to mostly reopen Friday

**TAOS, NM** – June 23, 2022 – Carson National Forest managers will rescind local fire restrictions and reopen most of the Forest at 8 a.m. on Friday, June 24, after a week of significant rainfall with more in the forecast. Similar changes will occur throughout national forests in New Mexico (check with each unit for details).

“We’re relieved by the early onset of monsoonal flows, not just for decreasing fire danger and activity but also getting people back into the Forest” said Forest Supervisor James Duran. “Some areas and limitations will temporarily remain in effect, so we are asking visitors ‘know before you go’ and check conditions before heading out.”

### **Camino Real Ranger District near fires and contingency line to remain closed**

The Camino Real Ranger District, where the northern end of the [Hermits Peak](#) and [Calf Canyon](#) Fires are located with 72% containment, will remain fully closed until next week. This will continue to keep trails closest to Taos unavailable. Staff are currently developing a smaller closure footprint to include the fire burn area and related debris flow and flash flooding locations, as well as roads and areas affected by work on a fuel break contingency line north of the fire area.

### **Midnight Fire area on the El Rito Ranger District**

An area surrounding the [Midnight Fire](#), which is currently has 98% containment, will also remain closed. Details, including a map, will be posted on the Carson National Forest website by Friday morning.

## Other closures

Other closures that were in effect prior to the implementation of the Stage 3 fire restrictions closure in mid-May will remain so. Those include limitations in Valle Vidal and a handful of roads west of Tres Piedras, all due to elk calving.

## Campgrounds

Some campgrounds will have a delayed reopening due to staff and concessionaire needs in ramping up operations, including hazard tree and branch removal. Campers should be prepared to bring their own water as it may initially not be available as campgrounds reopen. Other services may be limited. Visitors should call ahead or check the Forest webpage beginning Friday morning for open/closed statuses.

## Trails

All trails will reopen, but some remain severely impacted by windfall from the December winter squall. Trail crews and partners diligently worked through the spring to clear effected trails, including those to Wheeler Peak and Lake Williams (with a temporary reroute at the trailhead). Trails that remain very difficult to pass and are not recommended for travel include those that make up the Lost Lake Loop, which are the Lost Lake/Middle Fork (#91) and East Fork (#56) trails, and Lake Fork (#82) trail out of Cabresto Lake. Not all trails have been surveyed and more may be unpassable.

## Current fire restrictions

While all local fire restrictions will be rescinded, regional fire restrictions and federal law regarding fire on national forests remain in force.

###

USDA is an equal opportunity provider, employer, and  
lender.



**Zach Behrens**  
**Public Affairs Officer**  
**Forest Service**  
**Carson National Forest**  
**p: 575-758-6303**  
[zachary.behrens@usda.gov](mailto:zachary.behrens@usda.gov)  
208 Cruz Alta Road  
Taos, NM 87571

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Caring for the land and serving  
people

Council report through June 17, 2022

Inspections performed residential: 6

Inspection in response to complaint: 0

Enforcement actions: 0

Inspections performed multi-family and commercial: 8

Permits issued since last council meeting:

0\_ new residential building.

1\_ residential repair/remodel

0\_ residential demolition

0\_ new commercial buildings permitted.

2\_ commercial or multifamily repair/remodel permitted.

0\_ demolition commercial permitted.

2\_ Projects currently in application or submission review.

1\_ Commercial projects in discussion of pending submission.

Narrative of other activities:

1. Auxiliary Fire Bays from station 1 are in storage at the Village Complex.
2. Update of the Non-Federal Lands Grant. Robust response from landowners in the Village has garnered applications for 70 parcels from 50 or so landowners. Preliminary assessments have been performed on 20 properties.
3. Earthwork and site preparation for the new Mogul Medical and Firehouse/Admin buildings on Firehouse Rd is in progress.
4. At time of writing we are on the verge of receiving estimate and scheduling removal of the tree that fell on Village Complex during April 22 wind event.



**Planning & Community Development Department**  
**Monthly Report to the Village Council**  
**June 2022**

Projects Updates and Key Initiatives:

**Twining Road Reconstruction Project** - Contract to complete all design and engineering work on June Council agenda. Construction funding request presentation to the Northern Pueblos Regional Transportation Planning Organization (NPRTPO) in May. Project ranked 2<sup>nd</sup> overall by vote of regional municipalities, tribes, and counties. Submitted an application package to the NM DOT for construction funding, under their newly designated Transportation Project Fund.

Preliminary engineering and design completed. Intent remains to have all engineering and design work completed during 2022. Funding obtained FY 2021 to completed final project design and engineering. Drainage, utility, and grade improvements are significant project components. Construction phase costs are estimated to be approximately \$8M.

**Avalanche Hazard Assessment & Mapping Update** - Procurement issues resolved. RFB posted; solicitation deadline extended until July 1. The report would provide a detailed review and update to the village's avalanche hazard maps and the existing avalanche hazard zoning ordinance. The current avalanche hazard maps are based on a 2001 Study by Arthur I. Mears, P.E. Since 2001, notable advances in avalanche science and new snow and avalanche data will lead to improvements in the Village's understanding and better land use regulations to protect the public's health, safety, and welfare.

**Water Master Plan** - Recently completed Water Study, in collaboration with the Ski Corporation, provided a concise summary of VTSV's water supply across time and various expected climatic conditions and the projected water demand into the near and medium-term future. Report delineated how much water supply remains to serve new and projected development.

The Water Master Plan (WMP) will expand upon the Study recommendations and include a focus on how to implement and sequence system expansion efforts during the next 20 years for both projected 20% growth in current service area plus proposed expansion into Snowshoe Area and Amizette. Describe in detail water distribution system replacement and upgrade program for water storage tanks, water mains, and other associated infrastructure. Further address the acquisition and development of Gunsite and Bull of the Woods Springs into a viable Village water source.

**Development Impact Fee Assessments** - Payment of required Development Impact Fees (DIF) for three TSVI projects - Mogul Medical, Administration Building, and Warehouse facility remain in escrow. The Developer has submitted a letter requesting a substantial reduction in assessed fees; an approximately 90% discount. Credit may be applied to assigned fees, once a direct financial contribution to projects listed on the Council ratified Capital Improvement Project list, is provided to the Village.

**Recreational Trail Grant** - In partnership with RMYC, an application to the NM Outdoor Recreation Division for a Trail Plus grant has been prepared. The \$225,000 grant request would enable substantial development of five Village trail segments and linkages to adjacent established US Forest Service trails. If awarded and accepted, trail development improvements could begin this Fall and would continue into next summer.

**Infrastructure & Capital Improvement Projects (ICIP)** - Preparation of the annual submission of the Village ICIP to the NM DFA is ongoing by staff. Presentation and a recommendation from the Planning Commission is scheduled at their regular July meeting. This year's draft will include a summary of current fiscal year projects activity.

**Development Review Permits** - Several minor land development related permits were issued this month including:

- 5 Excavation & Grading Permits
- 2 Certificates of Compatibility
- 1 Administrative Variance
- 1 Sign Permit
- 3 Tree Removal Permits

**Planning GIS Office** - Ongoing task/project work includes continued coordination on E911 NexGen Compliance and address updating, Village trail system mapping and dashboard development, staff training on GIS functionality and to improve workflow efficiency, and wildland fire rating system development.

**AmeriCorps Program Coordination** - The Village is presently hosting an AmeriCorps Member during the 2021-22 program year. Scotney Blackburn began her service year with the Village on October 12<sup>th</sup>. Until late August 2022, she will be assisting the Village Park & Recreation Committee on numerous tasks and activities such as trail design and construction, signage, special events, and community outreach. In addition, she will be supporting the FireWise Committee on wildfire mitigation measures and Village-wide property fire hazard assessments as well as expanding the Village's social media presence.

**Planning Commission Meetings** - No June Commission meeting. Next scheduled meeting is July 11, 2022, which is to include a Conditional Use Permit request amongst other items.

# PUBLIC WORKS UPDATE

June 28, 2022

- Water:
  - Monthly and yearly sampling
  - Maintenance and Repairs
    - Water usage was up 36.35% from last year for the month of May.
  - Site visits with engineers to discuss the water system repairs
    - Visit with Taos Ski Valley Inc. to discuss issues and planning once funds are released for water system improvement.
  - Completed annual Consumer Confidence Report (CCR)
    - Will be mailed with the June billing and will posted at various places including the village website.
- Wastewater:
  - Plant Operations
    - Had permit excursion:
      - BOD
    - Cleaning sewer collection lines
    - Temporary treatment plant
      - Malfunction of plumbing caused process sludge to be spilled on Village property.
  - NMED contacted per permit.

Date	BOD Data		pH	TSS		NH <sub>3</sub> (Ammonia)		Total P		Flow, MGD	E.Coli	Fecal	Date	Total N: mg/L		Total N: lb/d		Influent F MG
	mg/L	lb/d		mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	Daily	CFU	CFU		TKN + NO <sub>3</sub> + NO <sub>2</sub>	TKN + NO <sub>3</sub> + NO <sub>2</sub>			
4	41.00	8.37	7.56	1.38	0.28	0.42	0.09	0.08	0.02	0.024			4	0.69		0.14	0.01	
5			7.63							0.025	1.00	1.00	5	0.00		0.00	0.01	
19			7.66							0.024	1.00	1.00	19	0.00		0.00	0.03	
Total		8.37			0.28		0.09		0.02	1.032			Total	Total Nitrogen			1.01	
7 Day Avg (MAX)	41.00	8.37	7.75	1.38	0.28	0.42	0.09	0.08	0.02	0.025	1.00	1.00	7 Day Avg	0.69		0.14	0.0	
Min	41.00	8.37	7.33	1.38	0.28	0.42	0.09	0.08	0.02	0.022	1.00	1.00	Min	mg/L		lb/d	0.01	
30 Day Avg (AVG)	41.00	8.37		1.38	0.28	0.42	0.09	0.08	0.02	0.033			30 Day Avg	0.69		0.14	0.03274	
Removal %		18.33%		98.10%														

- Staff
  - We still have two open positions in Public Works department, and we conducted interviews.
  - IWS support
    - Temporary treatment facility for system backup is still operational and available for future tests.
- Plant and Collections Update
  - Compared to the flow in 2021, we are down 18.15% for the month of May.
- Roads:
  - Continue to maintain drainage along the roadway
    - Cleaning of the Drop Inlets (DI's) and bar ditch maintenance
  - Maintenance to Road
    - **Dust control application was scheduled for June 22, 2022, but rescheduled due to rainfall which would affect the application.**
    - Road Grading
      - Reshaping of road grade due to snow plowing operations
    - Compaction
      - Stabilization of road material
- Equipment
  - Routine equipment maintenance

- Replaced the motor on Chief Vigil's unit
- General Public Work tasks
  - Housekeeping in the buildings
  - Housekeeping around the Wastewater Treatment Plant
  - Hiker Parking and Kachina Road cleanup from of the fallen trees from all the high wind events.
  - Hauling slash pile for residence use

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

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**AGENDA ITEM TITLE: PUBLIC HEARING:** Consideration of **Ordinance 2022-15** Updating and Revising Ordinance 1997-15 Establishing the Planning and Zoning Commission Membership, Selection, Appointment, Terms of Office and Removal from Office; Establishing the Duties and Powers of the Commission.

**DATE:** June 28, 2022

**PRESENTED BY:** Patrick Nicholson, Director of Planning & Community Development

**STATUS OF AGENDA ITEM:** Old business

**CAN THIS ITEM BE RESCHEDULED:** Yes

**BACKGROUND INFORMATION:** At the request and initiative of Planning and Zoning Commission Chairman, Tom Wittman, an update to Ordinance 1997-15 establishing the general structure, powers, and duties of the Village Planning Commission was undertaken. Primary revisions include reconstituting the Commission in 2022 to adjust and lengthen the terms of office, establishing a selection committee to recommend appointments, and updating conflict of interest provisions.

**RECOMMENDATION:** Staff recommends consideration of the proposed revisions to Ordinance 1997-15 and a Public Hearing to discuss **Ordinance 2022-15**.

THE VILLAGE OF TAOS SKI VALLEY ORDINANCE 22-70

REVISION OF ORDINANCE 97-15, REVISING THE PLANNING AND ZONING COMMISSION MEMBERSHIP, SELECTION, APPOINTMENT, TERMS OF OFFICE AND REMOVAL FROM OFFICE; ESTABLISHING THE DUTIES AND POWERS OF THE COMMISSION.

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

SECTION 1. CREATION.

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

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

- A. The Commission shall consist of seven (7) members who shall be appointed by the Mayor with the consent of the Village Council (hereinafter "Council"). Members shall be residents of the planning and platting jurisdiction of the Village, Administrative officials of the Village may be appointed ex-officio, non-voting members of the Commission.
- B. The Commission reconstituted in 2022 shall be composed of the existing members who will draw from a lottery to determine three (3) members afforded a four (4) year term and the remaining four members a six (6) year term. Each subsequent term of a member on the Commission shall be four (4) years or less in order to maintain the original staggering of terms of membership. A vacancy in the membership of the Commission shall be filled for the remainder of the unexpired term.

- C. When a vacancy occurs, the position will be advertised and a five {5} person Committee appointed by the Council will select the best qualified applicant and provide that name to the Mayor for appointment. The Mayor shall appoint the applicants with Council approval as set forth in NMSA Section 3-19-2. The Committee shall be composed of three {3} Commissioners, one {1} Councilor, and one (1) Village resident at large. The Council will determine the composition of this Committee after asking for volunteers from the respective bodies. The Mayor will appoint these Committee members for a four-year (4) term with approval of the Council.
- D. After a public hearing and for cause stated in writing and made part of the public record, the Mayor with the approval of the Village Council may remove a member of the Commission.

### SECTION 3. POWERS AND DUTIES.

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

- A. Fulfill and perform its functions, promote municipal planning, and carry out the purposes of Section 3-19-1 through 3-19-12 NMSA 1978 as amended, which Sections are hereby incorporated by reference and made part of this ordinance; and,
- B. Promulgate and enforce regulations governing the subdivision of land within the planning and platting jurisdiction of the Village as provided by Section 3-19-6 and Section 3-20-1 through 3-20-16 NMSA 1978, as amended, which Sections are hereby incorporated by reference and made part of this ordinance; and,
- C. To promulgate and enforce regulations governing zoning within the platting and planning jurisdiction of the Village as provided in Sections 3-21-1 through 3-21-11 NMSA 1978, as amended, which Sections are hereby incorporated by reference and made part of this ordinance; and,



- D. To serve as the Board of Appeals as required by Section IV articles A through F of Village Ordinance 2022-10 pertaining to the New Mexico Residential Building Code, Title 14.7.3 and the New Mexico Commercial Building Code, Title 14.7.2 ; and,
- E. Perform such other functions as the Village Council may from time-to-time grant to the Commission for the purpose of promoting health, safety, moral or general welfare of the Village.

#### SECTION 4. ORGANIZATION AND MEETINGS.

- A. OFFICERS: The Commission shall elect one (1) of its members as Chairman for a four(4) year term and create and fill any other offices as it may deem appropriate.
- B. CONDUCT OF BUSINESS: The Commission shall adopt and publish such rules and regulations for the conduct of business as it deems appropriate.
- C. MEETINGS: The Commission shall hold regularly scheduled meetings at least once a month or as required. All meetings shall be held in accordance with Village Resolution 2022-501 and as amended from time to time, pertaining to Open Meetings and Public Notice Act.
- D. QUORUM: A quorum of the Commission shall be a majority of its members.
- E. RECORDS: A public record shall be kept of all transactions, findings, resolutions, determinations and actions of the Commission. All public

records shall be open to inspection as provided by the Inspection of Public Records Act Sections 14-2-4 et. Seq. NMSA 1978

F. REPORTS; The Commission shall submit to the Village Council at its regular monthly meeting a report on the conduct of its monthly meeting.

G. CONFLICT OF INTEREST: A Commission member having any potential conflict of interest on any policy, decision, or determination before the Commission shall disclose to each of the other members the nature of his potential conflict as provided in the Government Conduct Act, NMSA 1978, Chapter 10, Article 16 as amended. A Commissioner with a conflict of interest shall abstain from voting. The Disclosure shall be recorded in the Commission's minutes.

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

#### SECTION 5. SEVERABILITY.

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

#### SECTION 6. REPEAL.

All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. The repealed shall not

be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect July 29, 2022.

PASSED, APPROVED AND ADOPTED This 26<sup>th</sup> day of July, 2022,

Vote: For\_, Against\_

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Mayor

ATTEST;

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Clerk

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2022-510**  
Recommendations for Setting Water and Sewer System Connection Fees, Providing for regular modification of water and sewer system connection fees to cover increased operational and maintenance expenses

DATE: June 28, 2022

PRESENTED BY: Anthony Martinez, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: With the passage of Ordinance 2022-70, the Village of Taos Ski Valley (Village) is authorized to collect to cover the costs of the physical connection to the Water and Sewer system. The Village incurs significant excavation and construction costs to make water and sewer service connections to new residences and businesses requiring such service connections, which costs should be borne by the property owners requiring the new services.

Connection fees are designed to recover all or a portion of the materials and labor cost of connecting a customer to the nearest water or sewer line (compared to system development charges which are designed to cover the costs of the major system components including treatment plants and, in some cases, major distribution lines). The total connection fee shall include the cost of the water meter that shall be purchased by the Village plus the meter installation charge. Connection fees shall be according to such rate schedule as adopted by Resolution of the Village of Taos Ski Valley from time to time.

The costs that would be covered are as follows:

Water

- Excavation: Equipment hours
- Excavation and installation: Man hours
- Tapping Saddle
- Corporation Valve
- Corporation Valve Can
- Meter
- Bedding material
- Base Course

Sewer

- Excavation: Equipment hours
- Excavation: Man hours

RECOMMENDATION: Recommendations from the Council on how to proceed with the connection fees.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2022-510**

**A RESOLUTION ESTABLISHING WATER AND SEWER SYSTEM  
PHYSICAL CONNECTION FEES TO THE WATER AND SEWER SYSTEM**

**WHEREAS**, the Village Council, the governing body of the Village of Taos Ski Valley (the “Village”) has an obligation to establish and to modify, from time to time, appropriate fees for connection to and use of the Village’s water and sewer services; and

**WHEREAS**, there is reason for oversight, regulatory and health safety compliance for all habitable structures to connect to the water and sewer systems without imposing a financial burden on present residential and commercial users; and

**WHEREAS**, the Village incurs significant excavation and construction costs to make water and sewer service connections to new residences and businesses requiring such service connections, which costs should be borne by the property owners requiring the new services; and

**WHEREAS**, the Village Council finds and determines that it is appropriate to establish, through adoption of this Resolution, for the physical connection fees for water and sewer service, each payable at the time the request for connection is made to the Village.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE  
VILLAGE OF TAOS SKI VALLEY THAT:**

1. All water and sewer utility connection fees must be paid prior to the issuance of a building permit, prior to commencement of construction, prior to installation or expansion of use of a service line, and prior to connecting any service line to the Village system.
2. The water utility connection fees for any new construction, addition to existing structures, or redevelopment requiring the setting of a new water meter and tap shall be assessed per the fee schedule.
3. The sewer utility connection fee for any new construction, addition to existing structures, or redevelopment requiring a new connection to the Village’s sewer collection system shall be assessed per the fee schedule.
4. *Annual increment of fees.* In establishing the Village’s budget for an upcoming fiscal year, the Village Council, in its discretions, may determine to increase water and sewer system connection fees as set forth herein.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF TAOS SKI VALLEY

\_\_\_\_\_  
Neal King, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
ANN M. WOOLDRIDGE, Village Clerk

## PHYSICAL CONNECTION FEE SCHUDULE

### Single Family (Residential)

Water Connection Fee: Based on pipe diameter

	\$1,786.95	(Excavation - 4.5 Machine and 15 Man hours)
Water Meter: 5/8" x 3/4" meter	Market price	(Price of 5/8" x 3/4" meter)
Water Meter Installation:	\$1,868.18	(Price for bedding, base course, valve can and the service taps for both Water and Sewer)
<b>Total price not including meter</b>	<b>\$3,655.13</b>	<b>+ meter</b>

### Commercial and Multi-Family based on meter size:

Water Connection Fee (per connection): Based on pipe diameter

	Market price	Meter
1 inch meter		(Price for bedding, base course, valve can and the service taps for both Water and Sewer)
	2,048.17	
	1,786.95	(Excavation - 4.5 Machine and 15 Man hrs.)
<b>Total price not including meter</b>	<b>\$3,835.12</b>	<b>+ meter</b>

	Market price	Meter
1.5 inch meter		(Price for bedding, base course, valve can and the service taps for both Water and Sewer)
	\$2,106.69	
	\$1,786.95	(Excavation - 4.5 Machine and 15 Man hrs.)
<b>Total price not including meter</b>	<b>\$3,893.64</b>	<b>+ meter</b>

	Market price	Meter
2 inch meter		(Price for bedding, base course, valve can and the service taps for both Water and Sewer)
	\$2,139.75	
	\$1,786.95	(Excavation - 4.5 Machine and 15 Man hrs.)
<b>Total price not including meter</b>	<b>\$3,926.70</b>	<b>+ meter</b>

	Market price	Meter
3 inch meter		(Price for bedding, base course, valve can and the service taps for both Water and Sewer)
	\$2,851.54	
	\$1,786.95	(Excavation - 4.5 Machine and 15 Man hours)
<b>Total price not including meter</b>	<b>\$4,638.49</b>	<b>+ meter</b>

### Sewer Connection (per connection)

<b>Single Family (Residential)</b>	\$1,624.50	(Excavation - Machine and Man hrs.)
Multi Family	\$2,166.00	(Excavation - Machine and Man hours)
4" Small Commercial (gravity)	\$3,249.00	(Excavation - Machine and Man hours)
6" Medium Commercial (gravity)	\$4,332.00	(Excavation - Machine and Man hours)

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2022-511**, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2022 NMDOT LGRF

DATE: June 28, 2022

PRESENTED BY: Anthony Martinez, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village Council needs to approve a Resolution for NM State Highway and Transportation Department funding. After passage of the attached resolution, the Highway Department will be drafting a contract for Village approval for the 2022 road project. The Village requests that NMDOT contribute \$55,199.00 with the Village to match or exceed \$18,400.00 for a total contract price of \$73,599.00, which is consistent with recent funding applications with NMDOT.

The project scope of work: drainage structures, culverts, blading, reshaping, hauling, disposal, placement, and compaction of all materials. We also plan to continue to apply base course and dust control materials throughout the Village to build up the roads due to material loss from erosion.

RECOMMENDATION: Approval of **Resolution No. 2022-511**, a Resolution authorizing the approval for financial assistance from the New Mexico State Highway and Transportation Department.



**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2022-511**

**AUTHORIZING AND APPROVING FINANCIAL ASSISTANCE FROM THE NEW MEXICO  
STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
FY 2022, NM LOCAL GOVERNMENT ROAD Control No. L500491**

Whereas, the Village intends to undertake construction and improvements to its road system and has received a commitment for financial assistance from the New Mexico State Highway Transportation Department Control No. L500491 of a 75% match which is \$55,199.00 and the Village of Taos Ski Valley has the financial resources for the 25% match which is \$18,400.00 for a total project cost of \$73,599.00.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF TAOS SKI VALLEY:**

**Section 1.** That all action (not consistent with the provisions hereof) heretofore taken by the Village and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

**Section 2.** That the agreement to be submitted by the Village, be and the same is hereby approved and confirmed as stated in Exhibit A attached hereto and incorporated by reference herein for full construction, reconstruction, drainage improvements, pavement rehabilitation/improvements of various local streets.

**Section 3.** All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of June 2022.

**THE VILLAGE OF TAOS SKI VALLEY**

By \_\_\_\_\_  
Neal King, Mayor

(Seal)  
ATTEST

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

Vote: For \_\_\_\_\_ Against \_\_\_\_\_

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2022-512**, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2022 - 2023, NM DOT Municipal Arterial Program (MAP) Cooperative Agreement

DATE: June 28, 2022

PRESENTED BY: Anthony Martinez, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village Council needs to approve a Resolution for NM State Highway and Transportation Department funding. After passage of the attached Resolution, the Highway Department will be drafting a contract for Village approval for the 2022-2023 road project. The Village requests that NMDOT contribute \$84,540.00 with the Village to match or exceed \$28,180.00 for a total contract price of \$112,720.00 which is consistent with recent funding applications with NMDOT.

The project scope of work: drainage structures, culverts, blading, reshaping, hauling, disposal, placement, and compaction of all materials. We also plan to continue to apply base course and dust control materials throughout the Village to build up the roads due to material loss from erosion.

RECOMMENDATION: Approval of **Resolution No. 2022-512**, a resolution authorizing the approval for financial assistance from the New Mexico State Highway and Transportation Department

**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2022-512**

**AUTHORIZING AND APPROVING FINANCIAL ASSISTANCE FROM THE NEW MEXICO  
STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
FY 2022 - 2023, NM LOCAL GOVERNMENT ROAD Control No. L500522**

Whereas, the Village intends to undertake construction and improvements to its road system Control No. L500476 and has received a commitment for financial assistance from the New Mexico State Highway Transportation Department of 75% match which is \$81,540.00 and the Village of Taos Ski Valley has the financial resources for the 25% match which is \$28,180.00. The total project cost is \$112,720.00.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF  
TAOS SKI VALLEY:**

**Section 1.** That all action (not consistent with the provisions hereof) heretofore taken by the Village and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

**Section 2.** That the agreement to be submitted by the Village, be and the same is hereby approved and confirmed as stated in Exhibit A attached hereto and incorporated by reference herein but is not limited to, 'Reconstruction and Drainage improvements – Twining Road'.

**Section 3.** All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of June 2022.

**THE VILLAGE OF TAOS SKI VALLEY**

By \_\_\_\_\_  
Neal King, Mayor

(Seal)  
ATTEST

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

Vote: For \_\_\_\_\_ Against \_\_\_\_\_

**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2022-513**

**PERTAINING TO THE SEPERATION AND RENAMING OF THE VILLAGE OF TAOS SKI VALLEY FIRE DEPARTMENT AND THE VILLAGE OF TAOS SKI VALLEY EMS DEPARTEMNT**

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**A RESOLUTION CONCERNING THE SEPERATION AND RENAMING OF THE VILLAGE OF TAOS SKI VALLEY FIRE DEPARTNEMT AND VILLAGE OF TAOS SKI VALLEY EMS DEPARTMENT**

**WHEREAS**, after studied deliberation Mayor King has determined that the Department of Fire/EMS be separated again into two departments, Fire and Emergency Medical Services. They will no longer be Taos Ski Valley Fire Rescue, but separately administered and named Taos Ski Valley Fire Department and Taos Ski Valley EMS Department

**WHEREAS**, the governing body of the Village of Taos Ski Valley (Village) met on June 28, 2022 and agreed to proceed to separate the Departments' administrative structure;

**IT IS, THEREFORE, RESOLVED** that the Village of Taos Ski Valley's Fire and Emergency Medical Services Departments shall be separated both reporting to the Village Administrator's Office.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

THE VILLAGE OF TAOS SKI VALLEY

By: \_\_\_\_\_

Neal King , Mayor

(Seal)

ATTEST:

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Ann M. Wooldridge, Village Clerk

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

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

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**AGENDA ITEM TITLE:** Consideration to Approve an Amendment to the April 2021 MOU Regarding a Village-Wide Water System Master Plan

**DATE:** June 28, 2022

**PRESENTED BY:** John Avila, Village Administrator  
Susan Baker, Village Attorney

**STATUS OF AGENDA ITEM:** Business

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

**BACKGROUND:**

On April 5, 2021, the Village and TSVI entered into a Memorandum of Understanding (MOU), following Council approval, to collaborate in developing long-term planning documents to address Village water resources and infrastructure. The goal was to implement these planning documents and to eventually adopt a revised Village Water Master Plan to ensure the effective use of municipal water resources now and in the future. Following adoption of the MOU, Glorietta Geoscience and Dennis Engineering were hired to do an assessment of Village water resources. One of the items that the study identified was potential leaks in Village waterlines.

The proposed Amendment expands the original Memorandum of Understanding with TSVI to allow for further study of the Village's waterlines to identify and locate possible leaks in Village pipes and infrastructure. The goal is to create a repair plan as an expense eligible for reimbursement by the TIDD. The Amendment allows the TIDD Board full discretion to determine the extent of any such reimbursement. It is hoped that this proposed repair plan will be incorporated into a greater Water Master Plan in the coming year. The development of a formal Plan should help the Village secure future funding through grants, as well as through other state and federal sources.

**STAFF RECOMMENDATION:**

Staff recommends approving the Amendment as an addendum to the previous April 5, 2021 MOU regarding a collaborative Village-wide Water System Master Plan report.

**FIRST AMENDMENT TO (APRIL 5, 2021)  
MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
REGARDING A COLLABORATIVE VILLAGE-WIDE  
WATER SYSTEM MASTER PLAN REPORT**

**[Authorizing TSVI to Engage Dennis Engineering Company (DEC)  
To Create a Plan to Find and Repair Leaks in Village Water Lines]**

This First Amendment to (April 5, 2021) Memorandum of Understanding and Agreement Regarding a Collaborative Village-Wide Water System Master Plan Report (hereafter "First Amendment to Agreement") by and between Taos Ski Valley, Inc. ("TSVI") and the Village of Taos Ski Valley ("Village") (hereafter collectively referred to as "the Parties" or "Party" individually), is made and entered into as of the Effective Date being the last date signed by both Parties.

**RECITALS**

A. WHEREAS, the Village Council has previously approved (on March 23, 2021) (and the Parties have thereafter executed it effective April 5, 2021) the "Memorandum of Understanding and Agreement Regarding a Collaborative Village-Wide Water System Master Plan Report" (hereafter "the April 5, 2021 Agreement") for establishing a Village-Wide System Master Plan that will assess the Village's water resources and uses now and in the future for the benefit of the Parties, the Village, the public, and all residents and landowners in the Village; and,

B. WHEREAS, the Parties now wish to amend the April 5, 2021, Agreement to authorize TSVI to engage the Dennis Engineering Company ("DEC") to create a plan to locate and repair the Village's water line leaks (the "Waterline Repair Plan"); and,

C. WHEREAS, TSVI agrees to advance the cost of the Waterline Repair Plan by DEC as an expense eligible for reimbursement to TSVI by the Village of Taos Ski Valley Tax Increment Development District (the "TIDD") pursuant to the Amended and Restated Master Development Agreement by and among the Village, TSVI and the TIDD (the "AMDA"); provided, that nothing in this First Amendment is intended to diminish the discretion of the TIDD Board to determine whether costs are eligible for reimbursement in accordance with the AMDA and applicable law, and the availability of funding for reimbursement of costs determined to be eligible.

D. WHEREAS, the Village agrees that the DEC Waterline Repair Plan, once completed and delivered to the Village and accepted by the Village, may be a an expense reimbursable to TSVI from the TIDD in accordance with the terms of the AMDA; and,

E. WHEREAS, the Parties intend by this First Amendment to the April 5, 2021 Agreement to set forth additional collaborative terms and respective obligations of each Party needed to complete the Waterline Repair Plan by DEC; and

F. WHEREAS, the Parties recognize that any and all understandings and agreements set forth hereinafter are contingent upon, and nothing herein prejudices, the Village's future land use decisions and approvals for the adoption of a final, Village-wide Water System Master Plan, or any future provision of water services to TSVI or to any other third-party land owner or land development in the Village not otherwise provided for under other prior contractual agreements or other, prior land use regulatory action of the Village.

### Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual understandings as to the conditions and contingencies stated hereinabove, TSVI and the Village hereby agree as follows:

1. Recitals. The foregoing recital clauses are true and correct in all respects and form an integral part of this First Amendment to the April 5, 2021 Agreement, the same as if they were set forth in numbered paragraphs herein.

2. Authorization of Waterline Repair Plan by DEC. TSVI is authorized to engage Dennis Engineering Company (DEC) to prepare a plan to locate and repair leaks in the Village's water lines.

3. Waterline Repair Plan is an Expense Eligible for Reimbursement by the TIDD. The costs for DEC to prepare and deliver the Waterline Repair Plan are expenses eligible for reimbursement to TSVI by the TIDD in accordance with the terms of the AMDA.

4. TSVI's Obligations.

a. TSVI will advance the costs of the Waterline Repair Plan prepared by DEC.

b. TSVI will manage DEC and to advance fund the Waterline Repair Plan of DEC as that plan is described hereinabove, and as may be described in the future.

c. TSVI SHALL coordinate and collaborate with the Village on the development of the Waterline Repair Plan and establish scheduled meetings for updates on DEC's progress on preparing and delivering the Waterline Repair Plan. To the extent that TSVI itself expends money in determining the location of leaks, such expenditures shall be eligible for reimbursement by the TIDD in accordance with the AMDA, and shall be subject, to the extent applicable, to procurement requirements.

5. Village's Obligations.

a. The Village will provide to DEC the following documents and information in its possession:

(1) The Village's water line "as built" plans for the water lines to be examined for the purpose of locating the Village water leaks in the Village water line pipes and for the repair of them;

(2) Any supporting data and records of known or suspected leaks of the Village;

(3) Other relevant information and records as to the suspected number and location of the water line leaks including by way of telephone interviews by DEC with Village staff, third-party agents, and employees with knowledge of the leaks.

b. The Village shall be permitted to communicate with DEC in connection with any matter within or related to the scope of this First Amendment, and neither Party hereto shall object to DEC engaging in such communication on the basis that the information requested or provided is confidential or proprietary and not subject to disclosure.

6. Future Amendments. Nothing herein precludes the Parties from further amending the April 5, 2021 Agreement, including amendments relating to locating and repairing the Village water lines either by TSVI and its contractors (as further expenses eligible for reimbursement by the TIDD in accordance with the AMDA) or by the Village itself and/its employees or contractors, which amendments shall be subject, to the extent applicable, to procurement requirements.

7. Terms. All other provisions of the April 5, 2021 Agreement not otherwise inconsistent herewith the provisions of this First Amendment thereto remain the same and binding on the Parties hereto.



8. Governing Law. This First Amendment to the Agreement shall be construed under the laws of the State of New Mexico.

9. Effective Date. This First Amendment to Agreement shall be effective on the last date signed by all Parties and shall be of indefinite term.

10. Authority. The individuals signing below on behalf of the Parties hereby warrant and represent that they have full legal authority to bind the Parties to this First Amendment to Agreement and have taken such steps that are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This First Amendment to Agreement may be signed in duplicate originals bearing the signatures of fewer than all Parties if all Parties have signed at least on duplicate original.

IN WITNESS WHEREOF, Taos Ski Valley, Inc. and the Village of Taos Ski Valley have caused this First Amendment to Agreement to be executed as of the Effective Date hereof, being the date of full execution by both Parties..

AGREED TO:

DATED: \_\_\_\_\_

VILLAGE OF TAOS SKI VALLEY, a New Mexico Municipal Corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

Per Action of  
Village Council Dated: \_\_\_\_\_

AGREED TO:

DATED: \_\_\_\_\_

TAOS SKI VALLEY, INC.

By: \_\_\_\_\_  
Peter J. Talty

Its Vice President

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

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**AGENDA ITEM TITLE:** Consideration to Approve Village Outside Contractor Agreements, Annual Renewal and qualified Price Agreements

DATE: June 28, 2022

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:** The Village has many contracts with outside contractors for ongoing and on-call projects and services to be renewed. As stated below these are the FY2023 contracts which along with the services they provide and a contract amount or not to exceed amount (NTE) to be renewed or considered separately for contract approval:

**Above \$60,000**

Huitt Zoller                      7/1-6/30/2023 Contract Twining Design (NTE) \$171,929.49      **Pricing**  
**Agreement Contract (CES), Contract Renewal under qualified Price Agreement.**

**Above \$20,000**

Chamber of Commerce	7/1-6/30/2023 Promotional Services	(NTE) \$415,000	Renewal Available
Plummer Engineering TO#1	7/1-6/30/2023 On-Call Gen. Service	(NTE) \$50,000	Renewal Available
Plummer Engineering TO#7	7/1-6/30/2023 On-Call Water Service	(NTE) \$50,000	Renewal Available
Plummer Engineering TO#26	7/1-6/30/2023 Kachina Booster Design	(NTE) \$110,000	Renewal Available
Burt & Company CPA	7/1-6/30/2023 Accounting	(NTE) \$ 59,000	Renewal Available
Olsen, Lisa	7/1-6/30/2023 Bookkeeping	(NTE) \$59,000	Renewal Available
SW Accounting	7/1-6/30/2023 FY22 Audit	(NTE) \$30,000	Renewal Available
Susan Baker	7/1-6/30/2023 Attorney contract	Per Billed Hour	Renewal Available
Anchor Built	7/1-6/30/2023 Excavation	Per Task Order	Renewal Available

**Less Than \$20,000:**

Janet Gibeau                      7/1-6/30/2023 Office cleaning                      (NTE) \$ 5,000 Renewal Available

Good Riddance	7/1-6/30/2023	Pest Control	(NTE) \$ 3,000	Renewal Available
Burt & Company CPA	7/1-6/30/2023	Audit-Lodgers Tax	(NTE) \$ 5,000	Renewal Available
SW Accounting	7/1-6/30/2023	FY21 Audit TIDD	(NTE) \$10,000	Renewal Available
Dr. Quigley Paterson	7/1-6/30/2023	Medical Director	(NTE) \$6,000	Renewal Available

RECOMMENDATION: Staff recommends authorization and approval of these contracts needed for time sensitive services provided throughout the Village.

**Consideration to Approve Village Outside  
Contractor Agreements**

Huitt-Zollars, Inc.



## VILLAGE OF TAOS SKI VALLEY PROFESSIONAL SERVICE CONTRACT

**Contract No. VTSV – 2023-10**

This contract is hereby made and entered into by and between the **Village of Taos Ski Valley**, a New Mexico Municipality (hereinafter "VILLAGE") and **Huitt-Zollars, Inc.** (hereinafter "CONTRACTOR") on this **1st<sup>th</sup> day of July 2022**.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide evaluation services for the Twining Road Upgrade Project and

WHEREAS, the VILLAGE desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that:

### SCOPE OF WORK:

Engagement. The contractor, shall initiate work as requested by the Village Administrator or Designee upon receipt of a Task Order indicating the expected scope and cost of a project with a given date for Notice to Proceed.”

- See Exhibit A

Address & Phone Contact. The address and phone number of Contractor is:

**Huitt-Zollars, Inc.**  
**333 Rio Rancho Drive NE**  
**Suite #101**  
**Rio Rancho, NM 87124-1450**  
**505-892-5141**

1. Term. This contract shall be effective for twelve (12) months from the date first entered above unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract expires June 30, 2023.
2. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
3. Compensation. The VILLAGE shall pay CONTRACTOR an amount not to exceed \$171,929.49 plus applicable sales tax under this contract, per rates provided by CONTRACTOR and attached hereto. (Exhibit B) The total cost and pay rates are to conform to the negotiated Cooperative Extension Services (CES) price agreement.
4. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
5. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract

encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.

6. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).7.
7. Termination. This contract may be terminated at will, by either party, with or without cause. 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 effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
8. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
9. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
10. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
11. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
12. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
13. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
14. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
15. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for

inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.

Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain malpractice insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.

16. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
18. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
19. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
20. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.



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

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_  
Contractor's GRT/CRS Number OR

\_\_\_\_\_  
Contractor's Fed. Tax ID No. or SSN

**Village of Taos Ski Valley**

\_\_\_\_\_  
John Avila, Village Administrator

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Susan C. Baker, Village Attorney

**ATTESTED TO BY:**

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

**SCOPE OF WORK**

**Basic Engineering Services**

3. Intermediate Design Services (60%)
  - 3.1. Prepare Intermediate Design Package (60%)
    - Prepare intermediate design plans in accordance with Village standards
    - Complete drainage, utility, and roadway safety design components
    - Coordinate with sub-consultants
    - Update project quantities
    - Prepare Engineer's Opinion of Probable Construction Cost
    - Identify and prepare Temporary Construction Agreements
    - Perform HZ Quality Review and Documentation
    - Prepare, submit and process Intermediate Design Package through Village DRC
  - 3.2. R/W Survey
    - Complete HZ Survey of Right-of Way
  - 3.3. Utility Coordination
    - Notify Utility owners in writing and present improvement plans as appropriate to Utility owners.
  - 3.4. Project Quality Review and Documentation
    - Perform Quality Review and Documentation
4. Final Design Services (90% & 100%)
  - 4.1. Prepare Final Design Package ((90% & 100%)
    - Incorporate plan review comments and develop final design plans in accordance with Village standards
    - Coordinate with sub-consultants
    - Update project quantities
    - Prepare Engineer's Opinion of Probable Construction Cost
    - Finalize R/W
    - Perform HZ Quality Review and Documentation
    - Prepare, submit and process Final Design Package through Village DRC
    - Prepare, submit and process Final Design Package (PS&E review meeting) through NMDOT
  - 4.2. Final Drainage Report
    - Update drainage report as necessary to reflect final infrastructure improvements.
  - 4.3. Prepare Mylar Construction Plans for Signature Session
    - Address Comments from 90% DRC
    - Update project quantities
    - Prepare Engineer's Opinion of Probable Construction Cost
    - Prepare, submit and process Final Construction Package through Village DRC
    - Prepare, submit and process Final Construction Package (PS&E) through NMDOT
  - 4.4. Project Quality Review and Documentation
    - Perform Quality Review and Documentation
5. Bidding Phase
  - 5.1. Bid Documents
    - Prepare Final Construction Cost Estimate
    - Construction Plan Package
    - Pre-Bid Conference (1 Meeting)
    - Prepare Addenda as required
    - Attend Bid Opening

## **Twining Road Improvements, Skier Parking Lot to Zaps Road**

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- Tabulate and Evaluate Bids
  - Advise Village of Acceptability of sub-contractors and suppliers of lowest responsive bidder
  - Assist Village in obtaining additional information regarding low Bidder's qualifications
  - Prepare Recommendation of Award Letter
6. Construction Phase
- 6.1. Construction Services
- Pre-Construction Conference
  - Review Shop Drawings and Submittals
  - Review Acceptability of any Change Orders
  - Provide 10 on-site construction observation and prepare observation log
  - Participate in Pre-Final and Final Inspections
  - Prepare and submit As-Built Records

### **Additional Engineering Services**

#### D2. Utility Test Holes

##### D1.1 10 test holes to a depth of 8 feet

### **Deliverables**

- Construction Documents
- Closeout Package

### **Coordination**

- Impacted Property Owners and Local and Impacted Utility Owners

### **Assumptions and Conditions**

- Environmental Categorical Exclusion

Exhibit B - Village of Taos Ski Valley, Twinning Road

Reconstruction DATE: 4/27/22

Summary of Estimated Costs and Manhours

Description	HZ				Reimbursables	Sub Mark Up	Totals
Basic Services: Study and Analysis Phase	\$	-	\$	-	\$	-	\$ -
Basic Services: Preliminary Design Phase (30%)	\$	-	\$	-	\$	-	\$ -
Basic Services: Intermediate Design Phase (60%)	\$	60,080.46	\$	-	\$	-	\$ 60,080.46
Basic Services: Final Design Phase (90 & 100%)	\$	65,273.68	\$	-	\$	-	\$ 65,273.68
Basic Services: Bidding Phase	\$	4,189.78	\$	-	\$	-	\$ 4,189.78
Basic Services: Construction Phase	\$	27,558.99	\$	-	\$	-	\$ 27,558.99
Basic Services: Additional Services	\$	-	\$	-	\$	-	\$ -
<b>Subtotals</b>	\$	157,102.90	\$	-	\$	-	\$ 157,102.90
						NMGRT (9.4375%)	\$ 14,826.59
						<b>Overall Project Cost</b>	\$ 171,929.49

HZ = Huitt-Zollars, Inc.

Costs Presented are Direct Salary Costs with a 2.97 Overhead and Fee Rate

Huitt-Zollars Staff Hours and Breakdown			
Last Name	First Name	Title	Total Hours
Demuele	Kim	PIC	0
Eddings	Scott	Project Manager	252
Villa	Nina	Sr. Engineer	68
Sing	Joseph	Drainage Engineer	168
Tafoya	Linda	Sr. Designer	312
Ricketts	Mark	Sr. Technician	614
Smith	Jason	Prof. Surveyor	0
Goelder	Kurt	Survey Tech.	0
Survey Crew	Staff	Survey Crew	0
Spacagna	Anita	Proj. Support	108
Subtotal			1522

[illegible]

[illegible]

[illegible]

[illegible]



**Consideration to Approve Village Outside  
Contractor Agreements**

*Chamber of Commerce*



**VILLAGE OF TAOS SKI VALLEY  
PROFESSIONAL SERVICE CONTRACT  
No. 2023-01**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and, The Village of Taos Ski Valley Chamber of Commerce, Inc., (hereinafter "CONTRACTOR") on this 1st day of July, 2022.

**WHEREAS**, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide advertising and promotional services for the VILLAGE; and

**WHEREAS**, the VILLAGE desires to engage CONTRACTOR to provide said services; and

**WHEREAS**, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that:

1. **Scope of Work:** CONTRACTOR shall provide advertising and promotional services to the VILLAGE as allowed under the Lodgers Tax Act, §3-38-21 and §3-38-21.1 N.M.S.A. 1978 as fully outlined in **Exhibit A, attached** hereto and incorporated by reference herein.

Said services shall be in accord with, and meet the standards of the New Mexico Lodgers Tax Act.

2. **Address & Phone Contact:** The address and phone number of CONTRACTOR is:

Village of Taos Ski Valley Chamber of Commerce  
P.O. Box 91  
Taos Ski Valley, NM 87525

(575) 776-1413

3. **Term:** This contract shall be effective from July 1, 2022, and terminate at 5:00 p.m. on June 30, 2023 unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall not be effective until approved by the VILLAGE Council and signed by the Mayor.

4. **Renewal:** VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. **Compensation:** The VILLAGE shall pay CONTRACTOR, under this contract, a sum not to exceed \$415,000.00 for Fiscal Year 2021-22 including any Special Projects as approved by the Lodger's Tax Committee and the Chamber Board of Directors. Monthly payments shall be made to CONTRACTOR in amounts agreed to by the VILLAGE and CONTRACTOR. Quarterly Budget Review of the expenditures made shall be submitted to the CHAMBER BOARD OF DIRECTORS, The Village, and the Lodger's Tax Committee. CONTRACTOR agrees that these funds will be maintained in a separate account and not be commingled with any other money. CONTRACTOR shall maintain complete and accurate financial records of each expenditure of tax revenue made and shall make such records available for inspection upon request of VILLAGE to the VILLAGE Auditors.
6. **Release:** CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. **Appropriations:** This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. **Annual Review:** If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. **Termination:** This contract may be terminated at will, by either party, with or without cause. 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 effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR'S final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
10. **Conflicts Provision:** Should there be any conflict between any term, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.

11. **Work Product:** All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), NMSA. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
12. **Status of Contractor:** CONTRACTOR acknowledges that it is an independent CONTRACTOR and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
13. **Non-Agency:** CONTRACTOR agrees not to purport to bind the VILLAGE to any obligations not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
14. **Confidentiality:** Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
15. **Worker's Compensation:** CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
16. **Taxes:** CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have not liability for payment of such taxes or amounts.
17. **Records-Audit:** CONTRACTOR shall keep, maintain and make available to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. At the request of the VILLAGE, CONTRACTOR will have performed a biennial audit by an outside accounting firm selected by the VILLAGE and the CONTRACTOR.

If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records

shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.

18. **Indemnification:** CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
19. **Assignment & Subcontracting:** CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
20. **Conflict of Interest:** CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
21. **Non-Discrimination:** CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. **Default by Contractor:** In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
23. **Efforts to Cure:** If the VILLAGE elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure" Authorization. Failure, by the CONTRACTOR, to cure said deficiency or defeat, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
24. **Severability:** In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provision shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
25. **Scope of Agreement:** This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.

26. **Amendment(s) to This Contract:** This contract shall not be altered, changed, modified, or amended, except by instrument, in writing, executed by both parties.
27. **Applicable Law:** This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
28. **Illegal Acts:** Pursuant to Sec 13-1-191, NMSA 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

**THE VILLAGE OF TAOS SKI VALLEY, CHAMBER OF  
COMMERCE, INC., CONTRACTOR**

\_\_\_\_\_  
EXECUTIVE DIRECTOR, COURTNEY TUCKER soon to be  
DAN VAUGHN

02-937006-00-0

\_\_\_\_\_  
CONTRACTOR'S GRT/CRS NUMBER or

74-2812036  
\_\_\_\_\_

CONTRACTOR'S FED. TAX ID NO. or SSN

**VILLAGE OF TAOS SKI VALLEY**

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NEAL KING, MAYOR

ATTEST:

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ANN M. WOOLDRIDGE, VILLAGE CLERK



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 400 Kiva Court Santa Fe NM 87505		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 505-983-4353 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> 505-983-9145		
<b>INSURED</b> Village of Taos Ski Valley Chamber of Commerce PO box 91 Taos Ski Valley NM 87525		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> United States Liability Insurance Co		25895
		<b>INSURER B:</b> Markel American Insurance Company		28932
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

## COVERAGES

CERTIFICATE NUMBER: 1701312650

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	NBP1550404L	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	AWC0005887-04	7/25/2021	7/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Village of Taos Ski Valley is an additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Taos Ski Valley  
PO Box 100  
Taos Ski Valley NM 87525  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John P. Rader*

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



## Lodgers Tax Expenditure Application Form Fiscal Year 2022-2023

1. Amount of 2019-20 Funding Requested: \$390,000  
 Special Projects Request \$ 25,000  
**Total: \$415,000**

Taos Ski Valley Chamber of Commerce

Attn: Erika Northrup President of the Board Courtney Tucker, Chamber Director

P.O. Box 91 Taos Ski Valley, NM 87525 NM CRS# 02-937006-00- 0

**2. Description of project and importance to the community:**

The Taos Ski Valley Chamber of Commerce wishes to renew the contractual agreement with the Village of Taos Ski Valley to provide marketing & event services as allowed under the Lodgers Tax act of the State of New Mexico.

**Importance of project to community:**

The mission of the Taos Ski Valley Chamber of Commerce is to promote and strengthen the economic wellbeing of the village businesses through tourism marketing & events. The TSV Chamber strives to promote the right combination of marketing, referrals and events to attract out of town visitors to visit our area and stay the night.

**Marketing initiatives for 2022-2023 include:**

- Advertising, Photoshoots, Graphic Design & Social Content Development
- Website Marketing & Maintenance: Search Engine Optimization & Search Engine Marketing
- Photography for Visitor Guide, Website, Social, Advertising
- Vacation Guide Distribution with Texas Monthly, LA Magazine, 5280 Magazine
- Summer & Winter Ambassador program
- Special projects include VCPO (moved to the Grant for staff payroll accounting) and Oktoberfest in the lower plazas
- Date of Project: 2022-2023 fiscal year, July 1, 2022 - June 31, 2023

**3. Leader/Persons responsible for the success of this project:**

Courtney Tucker, Chamber Director

Erika Northrup, Kent Forte, Garrett Cottam, Kaela Gillum, John Avila

**4. See the full budget approved by Lodger's Tax on June 1, 2022**

New 2023 Request	New Ask: with VCPO as a Special Project	New Accounting Setup with VCPO in the GRANT	IF VCPO gets dropped in future months	Lodger's Tax APPROVED 6/1/22
	<b>New -FY 2022-2023</b>	<b>FY 2022-2023</b>	<b>FY 2022-2023</b>	<b>FY 2022-2023</b>
Marketing Grant Disbursement	\$367,000.00	\$390,000.00	\$367,000.00	\$390,000.00
Special Projects	\$48,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	\$415,000.00	\$415,000.00	\$392,000.00	<b>\$415,000</b>
	Scenario 1	Scenario 2	Scenario 3	<b>Approved 6/1/22</b>

<b>CHAMBER MARKETING &amp; STAFFING</b>			
6101 Graphic Design	4,000.00		
6102 Photoshoots & Image acquisition	7,500.00		
6104 Printing	1,000.00		
6105 Advertising	19,000.00		
6120 Member Services & Events Coordinator	52,000.00		
6127 Social Content/ PR/ Digital	48,226.33		
6128 Web Site Programming	5,000.00		
6129 Website Maintenance / Web Data /SEO	16,250.00		
6132 Ambassadors Summer & Winter/Chamber Admin	64,000.00		
6135 Marketing Director 50%	28,300.00		
6138 Grant Payroll Tax Expense	9,367.00		
6151 Postage + VG Distribution	21,700.00		
6152 Dues, Memberships	500.00		
6153 Meetings, Conventions	500.00		
6154 Entertainment, Meals	500.00		
6601 NM MMP & FLEX FUNDS GRANT	29,666.67		
<b>Total 6100 MARKETING</b>	<b>277,843.33</b>		
<b>TRADE SHOW EXPENSES</b>			
6201 Entry Fees TSV Inc.	3,000.00		
<b>Total 6200 TRADE SHOW EXPENSES</b>	<b>3,000.00</b>		
<b>EVENT EXPENSES</b>			
6301 Up & Over 10K Trail Run	11,000.00		
6302 July 4th Expense	1,000.00		
6309 Saturday Music Series: Bands & PA rental	12,000.00		
6310 Event Contractor/ Misc event expenses	6,000.00		
<b>Total 6300 EVENT EXPENSES</b>	<b>30,000.00</b>		
<b>CHAMBER ADMINISTRATION EXPENSES</b>			
6401 Supplies + Materials	3,500.00	6410 Storage	1,140.00
6403 Telephone	3,200.00	6412 Rent	5,800.00
6404 Computer Software	3,750.00	6415 Accounting	6,000.00
6405 Bank + Credit Card fees	700.00	6416 Insurance	1,100.00
6406 Mileage	600.00	<b>Total Admin</b>	<b>12,450.00</b>
6408 Equipment Maintenance + Repairs	700.00	<b>MARKETING GRANT TOTAL</b>	<b>367,000.00</b>
		<b>Plus VCPO</b>	<b>23000</b>

390,000.00

**Consideration to Approve Village Outside  
Contractor Agreements**

Alan Plummer Associates, Inc.



## VILLAGE OF TAOS SKI VALLEY PROFESSIONAL SERVICE CONTRACT

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Alan Plummer Associates, Inc., general engineering services contractor, (hereinafter "CONSULTANT") effective on this 1st day of July 20 22.

**WHEREAS**, the VILLAGE has found it necessary and desirable to retain the services of CONSULTANT to provide the services as identified herein; and

**WHEREAS**, the CONSULTANT desires to provide such service(s) under the terms and conditions of this contract;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that:

1. Scope of Work:

A. Consultant shall provide general or on-call services which may include program management tasks, conceptual, preliminary and final design, bidding and negotiation, and construction phases. ***All work under the task order must be pre-approved by the Village Administrator; additional services can be added only via written agreement between Plummer and the Village Administrator. Services performed shall be authorized via email communication by the Village Administrator prior to work being performed; no work shall be ordered/engaged under this contract unless requested by the Village Administrator.***

Said services shall be in accordance with and meet professional engineering standards established nationally by the engineering profession.

B. Services will be performed at, or within the Village of Taos Ski Valley limits.

C. Performance Measures/Deliverables. CONSULTANT will provide the Village with the following specific deliverables and/or shall perform in accordance with the following specific performance measures: (this will be dependent on and agreed upon for each project or service provided).

2. Contact Person, Address & Phone.

A. CONSULTANT'S contact person for this contract is: Patrick J. O'Brien, P.E.

B. The address and phone number is: Alan Plummer Associates, Inc.  
1485 Florida Road #206C  
Durango, CO 81301  
Phone: 970-247-0724  
Email: [pobrien@plummer.com](mailto:pobrien@plummer.com)

3. Term. This contract shall terminate the 30th day of June 20 23 unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

**Consultant should not begin work under this Contract before this Contract is signed by both parties and should not continue work after the Contract terminates unless the Contract has been amended in writing to extend the term. The VILLAGE is not required to pay CONSULTANT under this Contract for any work performed before the Contract is entered into or after it has terminated.**

4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONSULTANT. Pursuant to the New Mexico Procurement Code, NMSA 1978, Section 13-1-150, no professional services contract, including any renewals or extensions, may exceed a total period of four years (subject to exceptions stated in the statute).

5. Compensation.

- A. This General Services task order will be established for one year; the General Service task shall not exceed \$ 50,000. This task order will be utilized and can be billed for miscellaneous projects or services.
- B. NOT USED.
- C. The total amount payable to the CONSULTANT under this Contract, for each task order initiated will include gross receipts tax and any expenses agreed to. Amounts or percentages on task orders are maximums and are not a promise that the VILLAGE will assign work valued at that amount to CONSULTANT under this Contract. CONSULTANT shall be paid only for work assigned by the VILLAGE and satisfactorily completed by the CONSULTANT.
- D. Each Task Order will be calculated as such: Maximum Contract amount excluding gross receipts tax (GRT), plus the maximum payable GRT amount (GRT rate of 9.3125 %), equals the total maximum contract amount including taxes at the above rate and any expenses (negotiated and agreed upon by both parties). **NOTE: If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.**
- E. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.
- F. CONSULTANT must submit a detailed [monthly or other interval] statement accounting for all services performed and expenses incurred. If the VILLAGE finds that the services or expenses are not acceptable, within thirty days after the date of receipt of the written statement from the Consultant requesting payment, it shall provide the CONSULTANT a letter of exception explaining the defect or objection and outlining steps the CONSULTANT may take to provide remedial action. Upon certification by the VILLAGE that the services have been received and accepted, payment shall be tendered to the CONSULTANT within thirty days after the VILLAGE'S acceptance. If payment is made by mail, the payment shall be deemed tendered

on the date it is postmarked. The VILLAGE shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

- G. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation, or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.
6. Release. CONSULTANT agrees that, upon final payment of the amount due under this contract, CONSULTANT releases the VILLAGE and its officials, employees and agents from all liabilities, claims, and/or obligations whatsoever arising from, or under, this contract.
7. Deliverables. CONSULTANT shall deliver, to the VILLAGE, any "deliverables" included within Paragraph 1.C of this contract (or Attachment A) no later than the earlier of the submission of CONSULTANT's final bill or the termination of this Contract, except that if an earlier time is stated in Paragraph 1.C or Attachment A, then the deliverables will be submitted by that time.
8. Appropriations and authorization. This contract is contingent upon there being sufficient appropriations available for payment and sufficient legal authorization for its performance. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the CONSULTANT shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination.
- A. This contract may be terminated at will, by either party, with or without cause upon 30 days written notice to the other party. Such written notice shall be delivered or mailed (certified mail, return receipt) to the other party. The VILLAGE's sole liability upon such termination shall be to pay for acceptable work performed prior to the CONSULTANT's receipt of the notice of termination or the CONSULTANT's sending a notice of termination to the VILLAGE. If notified of termination, CONSULTANT shall immediately cease performing services and deliver, to VILLAGE, any work completed or in progress. If CONSULTANT terminates this contract, notice of termination shall include CONSULTANT's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination. Notwithstanding the foregoing, the VILLAGE may terminate this Contract immediately at any time it concludes that CONSULTANT is unable to perform under this Contract. **This Paragraph is not exclusive and does not waive the VILLAGE's other rights and remedies in the event that CONSULTANT defaults or breaches this Contract.**
- B. Termination Management. Immediately upon receipt by either the VILLAGE or the CONSULTANT of notice of termination of this Contract, the CONSULTANT shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the VILLAGE; 2) comply with all directives issued by the VILLAGE in the notice of termination as to the performance of work under this Contract; and 3) take such action as the VILLAGE shall direct for the protection, preservation, retention or

transfer of all property titled to the VILLAGE and records generated under this Contract.

- C. The VILLAGE may suspend work under this Contract for any reason the VILLAGE in its sole discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. Notice of Suspension shall be made or confirmed in writing, which shall be hand-delivered or mailed certified mail, return receipt requested, to CONSULTANT. Immediately upon receipt of notice of contract suspension, CONSULTANT shall cease work pursuant to the Contract and await further instructions from the VILLAGE except that, with the VILLAGE's permission which shall not be unreasonably denied, the CONSULTANT may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the VILLAGE's, the CONSULTANT's, any subcontractor of consultant's, or the public's personnel or property. In the event that the CONSULTANT, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the VILLAGE and the parties shall in good faith attempt to agree on what additional work is reasonably required under the circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.
11. Conflict of Interest. CONSULTANT warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Consultant's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Village of Taos Ski Valley Purchasing Policy Part XXIII or any replacement provisions.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE, unless otherwise agreed by the parties, and CONSULTANT shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) modify this provision with respect to certain documents produced by architects, engineers, landscape architects and surveyors. Further, CONSULTANT shall not apply for, in its name or otherwise, for any copyright, patent or other intellectual property right for work produced under this Contract and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE. Any unauthorized reuse of the Consultant's instruments of services (work product) will be at the Village's sole risk and without liability to the Consultant.
13. Status of Consultant. CONSULTANT acknowledges that it is an independent contractor and as such either the Consultant, its employees, agents or representatives shall be considered employees or agents of the VILLAGE, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Village vehicles, or any other benefits provided to Village employees.
14. Non-Agency. CONSULTANT agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONSULTANT has express written approval and then only within the limits of that express authority.
15. Confidentiality. Any information learned, given to, or developed by CONSULTANT in the performance of this contract that is of a confidential nature shall be kept confidential and shall



not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.

16. Worker's Compensation. CONSULTANT acknowledges that neither it, its employees, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy. The CONSULTANT agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONSULTANT fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the VILLAGE.
17. Taxes. CONSULTANT acknowledges that it, and it alone, shall be liable for and shall pay to the State Department of Taxation and Revenue the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax to the State. CONSULTANT also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
18. Records-Audit. CONSULTANT shall keep, maintain, and make available to the VILLAGE all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONSULTANT shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit, and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. The Consultant shall indemnify and hold harmless the VILLAGE from costs, damages, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement to the extent caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Consultant resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify in writing the legal counsel of the VILLAGE and the Self Insurers Fund of the New Mexico Municipal League.
20. Assignment & Subcontracting. CONSULTANT shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer, or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
21. Non-Discrimination. CONSULTANT agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state, and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Ethical Considerations. CONSULTANT shall abide by Consultant's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by its profession. Failure of any

owner, partner, or major employee employed by CONSULTANT to remain in good standing shall immediately render this contract voidable at the sole discretion of the VILLAGE, and, if declared voidable, all obligations of the VILLAGE to perform hereunder shall be nullified.

23. Required Liability Insurance. CONSULTANT shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended) naming VILLAGE as an additional insured.
24. Default by Consultant. In the event that CONSULTANT defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to terminate the contract or issued to CONSULTANT a notice to cure as set forth in the following paragraph.
25. Efforts to Cure. If the VILLAGE elects to provide the CONSULTANT with notice to cure any deficiency or defect, the CONSULTANT may have the time specified in the written "Notice to Cure." Failure by the CONSULTANT to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is unlawful or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Consequential Damages. Notwithstanding any other provision of this Contract, and to the fullest extent permitted by law, neither the Village nor the Consultant, their respective officers, directors, partners, employees, contractors or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Contract. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Village and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
28. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subcontractors, vendors, and other entities involved in this Project to carry out the intent of this provision.
29. Standard of Care. In providing services under this Contract, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
30. Entire Agreement. This contract incorporates all of the agreements and understandings between

the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.

31. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
32. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONSULTANT to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise hereby prohibited and violate criminal laws of New Mexico.
33. Authority to Sign. If Consultant is other than a natural person, the individual(s) signing this Agreement on behalf of Consultant represents and warrants that he or she has the power and authority to bind Consultant, and that no further action, resolution, or approval from Consultant is necessary to enter into a binding contract.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date last written below.

**CONSULTANT:**

**Alan Plummer Associates, Inc**

  
\_\_\_\_\_  
Consultant Signature

Patrick O'Brien  
\_\_\_\_\_  
Printed Name

Principal                      06/22/2022  
\_\_\_\_\_  
Title                              Date

03-321753-00-0  
\_\_\_\_\_  
Contractor's GRT/CRS Number

75-1595621  
\_\_\_\_\_  
Contractor's Federal Tax ID No

**Legal Form Approved by:**

\_\_\_\_\_  
Susan Baker, Village Attorney

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
Village Signature

Neal King  
\_\_\_\_\_  
Printed Name

Mayor  
\_\_\_\_\_  
Title                              Date

**Attested to by:**

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

**Administrative Approval:**

\_\_\_\_\_  
John Avila, Village Administrator

**Accounting Approval:**

\_\_\_\_\_  
Nancy Grabowski, Finance Director

**Consideration to Approve Village Outside  
Contractor Agreements**

Burt & Company CPAs, LLC



# Burt & Company CPAs, LLC

Accounting, Tax, & Business Advisors

June 5, 2022

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

We are pleased to confirm our acceptance and our understanding of the services we are to provide for the Village of Taos Ski Valley for the year ending June 30, 2022.

You have requested that we provide you with the following bookkeeping services for annual audit preparation:

	Biweekly	Monthly	Quarterly	Semiannual	Annually
<b>Bookkeeping Services</b>					
Review bank & credit card transactions					
Reconcile bank & credit card statements					
Make adjustments as necessary					
Other bookkeeping services					
Bookkeeping assistance as needed	X	X	X	X	X
Trial Balance preparation for external auditor					X
Fixed Asset Adjustments & Roll-forward					X
Prepare 1099s					
<b>Payroll Services</b>					
Biweekly Payroll					
Schedule 941 tax deposit					
Prepare and file payroll reports					
Prepare W2s					

We have marked the frequency of the services that we expect to provide. Please review the information above and make any changes necessary.

We will conduct our engagement in accordance with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competency, and due care, when performing the bookkeeping services.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a

Burt & Company CPAs, LLC  
4101 Indian School Rd. NE, Suite 440  
Albuquerque, New Mexico 87110  
505/265-6604  
FAX: 505/268-9931

dba Gordon & Hale CPAs  
1482 S St. Francis Dr. #A-1  
Santa Fe, New Mexico 87505  
505/240-8764  
FAX: 505/986-8755

dba Burt Taos CPAs  
630 Paseo Del Pueblo Sur #175  
Taos, New Mexico 87571  
575/213-5289  
FAX: 575/758-5963

Website: [www.burtcpa.com](http://www.burtcpa.com)

conclusion. Accordingly, we will not express an opinion, conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

#### **Other Relevant Information**

You are responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Misty Schuck, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for the services above will be billed at our standard rates plus New Mexico Gross Receipts Tax. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. All invoices are due and payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and will not be resumed until your account is paid in full. Unpaid invoices after 45 days will be charged interest at the rate of 10% per annum.

You and Burt & Company CPAs, LLC both agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration before a single arbitrator to be conducted exclusively at Albuquerque, New Mexico, in accordance with the Uniform Arbitration Act (New Mexico); and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall be an attorney at law duly licensed to practice law in the State of New Mexico, with at least five years' experience in business law, shall be neutral and impartial, and shall be selected by mutual agreement of the parties. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY. You further agree that in the event Burt & Company CPAs, LLC retains an attorney to enforce this contract and to collect fees and expenses due, you will also pay its reasonable attorneys' fees and costs incurred in collecting such fees and expenses.

It is our policy to keep records related to this engagement for seven years. However, Burt & Company CPAs, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government

---

Burt & Company CPAs, LLC  
4101 Indian School Rd. NE, Suite 440  
Albuquerque, New Mexico 87110  
505/265-6604  
FAX: 505/268-9931

dba Gordon & Hale CPAs  
1482 S St. Francis Dr. #A-1  
Santa Fe, New Mexico 87505  
505/240-8764  
FAX: 505/986-8755

dba Burt Taos CPAs  
630 Paseo Del Pueblo Sur #175  
Taos, New Mexico 87571  
575/213-5289  
FAX: 575/758-5963

or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Burt & Company CPAs, LLC shall be free to destroy our records related to this engagement.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

*Burt + Company CPAs, LLC*

Burt & Company CPAs, LLC

(I:\Village of Taos Ski Valley\2022\Consulting\Audit Prep EL 2022.docx)

Accepted by:



Signature

*John Avila*

Print Name

*6-10-22*

Date

Burt & Company CPAs, LLC  
4101 Indian School Rd. NE, Suite 440  
Albuquerque, New Mexico 87110  
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630 Paseo Del Pueblo Sur #175  
Taos, New Mexico 87571  
575/213-5289  
FAX: 575/758-5963

Website: [www.burtcpa.com](http://www.burtcpa.com)

**Consideration to Approve Village Outside  
Contractor Agreements**

Lisa Olsen Bookkeeping Services





**VILLAGE TAOS SKI VALLEY  
PROFESSIONAL SERVICES CONTRACT  
Contract #2023-05**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality ("VILLAGE") and Lisa Olsen Bookkeeping Services ("CONTRACTOR") on this 1st day of July 2022.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide bookkeeping services and payroll assistance.

WHEREAS, the VILLAGE desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that:

1. Scope of Work. CONTRACTOR shall be responsible for the following tasks:
    - Bi-weekly payroll, to be completed every other Monday-Tuesday, and submitted to the bank by 3:30pm on the Tuesday before pay day.
    - Payroll liabilities to be paid on bi-weekly basis include FICA by EFTPS, PERA, and 457B (VOYA).
    - Health Insurance payments to GSD on a monthly basis.
    - Filing of Federal and State Quarterly Payroll Reports, including payment of FUTA, SUTA, and Workers Compensation Fees.
    - Annual preparation and disbursement of W2s and 1099s, and filing of Federal W3 and 1096 reports.
    - Monthly and Quarterly bank statement reconciliations.
    - Monthly Balance Sheet reconciliation and budget transfers.
    - Department of Finance LGBMS budget management system: assist with entry of budgets, quarterly reporting and BARs ,
    - Work with new hires and Employees on PERA, health insurance and other employee benefits.
    - Enter daily deposits in QuickBooks for utilities and miscellaneous deposits.
    - Weekly check run, based on Purchase Orders/Check Requisitions.
    - Reconcile the utilities revenues on a monthly and annual basis.
    - Pay Gross Receipts Tax and State Withholding monthly (before the 25<sup>th</sup>).
    - Create and maintain standard operating procedures.
    - Other tasks as identified, defined, and mutually agreed upon by both parties.
-

VILLAGE shall retain responsibility for the following:

- Making all management decisions and performing all management functions.
- Evaluating the adequacy and results of the services performed and accepting responsibility for such services.
- Designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of the internal financial statements in accordance with generally accepted accounting principles.
- Identifying and ensuring that CONTRACTOR complies with the laws and regulations applicable to its activities.
- Making all financial records and related information available to CONTRACTOR and provide supporting documentation if needed.

Procedures and Processes will be documented by the VILLAGE Finance Director. CONTRACTOR will be trained and supervised in house until the Finance Director determines that CONTRACTOR can independently complete tasks and work remotely, or is not effective. Remote file sharing will be set up so that CONTRACTOR may work remotely, providing remote support as needed.

CONTRACTOR will inform VILLAGE of any material errors and of any evidence or information that comes to her attention during the performance of bookkeeping procedures, and any fraud or illegal acts that may have occurred, unless they are clearly inconsequential. CONTRACTOR will assist to help identify and communicate deficiencies in internal controls, and make recommendations as part of the services provided.

2. Address & Phone Contact. The address and phone number of CONTRACTOR is:

**Lisa Olsen Bookkeeping Services**

1041 Camino de la Serna

Taos, NM 87571

575-770-2379

3. Term. This contract shall be effective from July 1, 2022 and terminate at 5:00 p.m. on June 30, 2023, unless sooner terminated pursuant to the termination provision below or by completion of said services.

Either party may cancel this agreement with 30 days written notice. This contract shall not be effective until approved by the VILLAGE Administrator and Finance Director, and fully executed by the parties.

4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. Compensation. CONTRACTOR will be paid hourly at the rate of \$45.00/hour, for the first 38 hours per month; and \$55.00/hour for any extra time over the first 38 (for assuming extra duties in the absence of the FINANCE DIRECTOR). CONTRACTOR will submit a monthly invoice to VILLAGE. CONTRACTOR will include a \$50.00 per month administrative fee for incidentals, use of personal computer and printer (paper and ink), phone, and e-mail support. CONTRACTOR will not exceed billable hours of 20 hours per week. Any hours above this amount must be pre-approved
-

by the VILLAGE. CONTRACTOR will be paid on a monthly basis following submission of an invoice for that month. CONTRACTOR shall obtain a VILLAGE business license and shall be responsible for charging accurate VILLAGE gross receipts tax and submitting it to the State of New Mexico Tax and Revenue Department.

The total sum paid to CONTRACTOR by the VILLAGE, under this contract, shall not to exceed \$59,900, excluding applicable gross receipts tax .

6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
10. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
11. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
12. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.

Contractor understands and agrees that, in performing tasks related to duties with the VILLAGE, Contractor will be privy to personal and financial information of the employees, other contractors/vendors, and the organization of the VILLAGE itself. Contractor further understands and agrees that this information is to be held in the strictest confidence and that she is legally liable to hold this information as non-disclosable. In the event of termination of this Agreement, Contractor is still obligated to keep any and all information confidential.

13. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
-

14. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
  15. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment.
  16. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
  17. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
  18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
  19. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
  20. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
  21. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
  26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
  27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
  28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
-

29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.
31. Bonding. Per the request of the Village, CONTRACTOR has acquired a liability insurance policy for her services. A copy of the policy will be submitted with this contract to the VILLAGE.

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

**CONTRACTOR**

\_\_\_\_\_  
CONTRACTOR'S GRT/CRS NUMBER or

\_\_\_\_\_  
CONTRACTOR'S FED. TAX ID NO. or SSN

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
JOHN AVILA, VILLAGE ADMINISTRATOR

**ATTEST:**

\_\_\_\_\_  
ANN MARIE WOOLDRIDGE  
VILLAGE CLERK

**Consideration to Approve Village Outside  
Contractor Agreements**

Southwest Accounting Solutions

BRIAN S. COLÓN, ESQ.  
STATE AUDITOR

NATALIE CORDOVA, CPA  
DEPUTY STATE AUDITOR



State of New Mexico  
**Office of the State Auditor**  
CONSTITUENT SERVICES  
(505) 476-3821

April 27, 2021

John Avila  
Administrator  
Village of Taos Ski Valley  
JAvila@VTSV.org

Dear John Avila,

Pursuant to NMSA 1978, Sections 12-6-3 and -14, and any applicable provisions of the Audit Rule, the Office of the State Auditor (OSA) hereby approves the request and contract for Southwest Accounting Solutions (the "IPA") to conduct the Fiscal Year 2021 annual audit or agreed-upon procedures engagement for Village of Taos Ski Valley (the "Agency"). This approval is contingent upon the following:

- The IPA and the Agency must use the form of contract from the OSA-Connect online portal, with no changes. If any changes are required, a contract amendment will need to be completed and submitted in OSA-Connect for approval.
- The contract price and all other terms of the contract must be identical to the information submitted through the OSA-Connect portal.
- If applicable, the Agency will submit the contract for any additional required approvals from an oversight authority, including any approvals by the Public Education Department or Higher Education Department required by NMSA 1978, Section 12-6-14.
- If applicable, the Agency will submit to the General Services Division Contracts Review Bureau the required number of signed contracts, a copy of this letter and any other required documentation.
- Once you have received all signatures, please login to OSA-Connect and upload your fully executed contract. If you do not upload your fully executed contract, your report release will be delayed.

If any of these conditions is not satisfied, this approval will be void, and the Agency will be required to commence the contracting process again with the submission of new information through the OSA-Connect portal.

If you have any questions, please contact the OSA at (505) 476-3800.

Sincerely,

Natalie Cordova, CPA  
Deputy State Auditor

2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507  
Phone (505) 476-3800 \* Fax (505) 827-3512  
www.osanm.org \* 1-866-OSA-FRAUD

Contract No. **2021-16****STATE OF NEW MEXICO  
AUDIT CONTRACT****Village of Taos Ski Valley**

hereinafter referred to as the "Agency," and

**Southwest Accounting Solutions**

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, Section 2.2.2.1 NMAC *et seq.*, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8 NMAC, and whether the Contractor is eligible to enter into this Contract despite the restriction.

**1. SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year 2021 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule ( Section 2.2.2.1 NMAC *et seq.*).

**2. DELIVERY AND REPRODUCTION**

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor on or before the deadline set forth for the Agency in Section 2.2.2.9 NMAC.
- B. Reports uploaded into OSA Connect by 5:00 pm of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor in accordance with Section 2.2.2.9 NMAC.
- D. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required electronic schedule (if applicable). After



the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 10 copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

### 3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed \$24,840.00 including applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	<u>\$16,000.00</u>
(2) Federal single audit	<u>\$0.00</u>
(3) Financial statement preparation	<u>\$7,000.00</u>
(4) Other nonaudit services, such as depreciation schedule updates	<u>\$0.00</u>
(5) Other (i.e., component units, specifically identified)	<u>\$0.00</u>

Gross Receipts Tax = \$1,840.00

Total Compensation = \$24,840.00 including applicable gross receipts tax

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.
- E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor. G. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.
4. TERM. Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.
5. TERMINATION, BREACH AND REMEDIES
- A. This Contract may be terminated:
1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
  2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.

3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.

4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

#### 6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### 7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

#### 8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the State Auditor from entering into such a contract.

#### 9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

#### 10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

**11. CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

**12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report, if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

**13. CONFLICT OF INTEREST**

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, *et seq.*, NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

**14. INDEPENDENCE**

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Section 2.2.2.8 NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

**15. AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

**16. MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

**17. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this

Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for certain violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Robert Peixotto. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

Village of Taos Ski Valley

PRINTED  
NAME:

Nancy Grabski

SIGNATURE:

[Signature]

TITLE:

Finance Director

DATE:

4/30/2021

CONTRACTOR

Southwest Accounting Solutions

PRINTED  
NAME:

Robert Perath

SIGNATURE:

[Signature]

TITLE:

Managing Member

DATE:

5.7.21

# Consideration to Approve Village Outside Contractor Agreements

Susan C. Baker

**VILLAGE OF TAOS SKI VALLEY  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into effective July 1, 2022, by and between the Village of Taos Ski Valley, a New Mexico municipal corporation (hereinafter referred to as the "Village") and Susan C. Baker (hereinafter referred to as the "Contractor").

**WHEREAS**, the Village wishes to retain General Counsel, a New Mexico licensed attorney, Susan Baker (hereinafter "Contractor"), to provide general counsel services to the Village; and

**WHEREAS**, Contractor is a law firm with its principal offices in Taos County, New Mexico, with particular experience and expertise in municipal law; and

**WHEREAS**, the Village Council and Mayor have requested that Contractor provide assistance in connection with the foregoing services; and

**WHEREAS**, Contractor has agreed to provide the services in accordance with the terms of this Agreement.

**IT IS THEREFORE HEREBY AGREED** by and between the parties to this Agreement, that:

1. Scope of Services: Contractor shall perform services as General Counsel for the Village, as requested by and in coordination with the Village Mayor and Council under the general supervision of the Village Administrator.

2. Compensation. Compensation to the Contractor for legal services during this Agreement will be paid at the rate of \$140.00 per hour for attorney time and \$95 per hour for the time spent at regularly scheduled public hearings of the Village Council and Village Planning Commission. Litigation matters will be paid at the rate of \$170 per hour. This hourly amount will not include gross receipts tax.

The Village agrees to pay the costs of copying, long distance telephone calls, facsimile transmissions, filing fees, depositions fees, per diem and mileage and other costs incurred on behalf of the Village. Travel time and mileage shall be billed at fifty percent of actual time and mileage incurred for travel on behalf of the Village.

3. Invoices. Contractor shall submit invoices monthly to the Village, who shall review them and either approve payment or promptly contact Contractor to address any concerns about the amount invoiced. The Village Administrator shall provide for payment by the Village within thirty (30) days of invoicing.

4. Term: This Agreement shall be effective on the date first written above, and shall renew upon approval of the Village Council and Mayor, on July 1, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

5. Termination: This Agreement may be terminated by any party upon thirty (30) days written notice to the other parties. Such notice may be delivered to the other parties by email, by telephone, or by United States mail or other reliable delivery method.

6. Insurance and Indemnification: Contractor shall maintain and keep in effect professional attorneys malpractice insurance in a form and amount acceptable to the Village, and on request, shall provide a copy of the policy to the Village. The Village shall maintain and keep in effect liability insurance for and shall indemnify and hold Contractor safe and harmless from any claims or suits for damages arising directly or indirectly from Contractor's actions or advice taken or provided in the course and scope of the Contractor's work on behalf of the Village pursuant to this Agreement.

7. Status of Contractor: Contractor acknowledges that Contractor is and shall at all times remain an independent contractor and not an employee of the Village. Contractor and Contractor's employees shall not be eligible to accrue leave, retirement benefits, or insurance benefits, to use Village vehicles, or to receive any other benefits provided to Village employees. Contractor shall have the full power to continue its other normal business activities and to employ and discharge its employees or associates as it may find desirable and the Village shall in no way interfere except as expressly provided herein to the contrary.

8. Workers Compensation: Contractor acknowledges that neither Contractor nor Contractor's employees shall have any claims whatsoever to workers compensation coverage under the Village's policy.

9. Assignment and Subcontracting: Contractor shall not assign or transfer any interest in this Agreement, subcontract any portion of the services to be performed under this Agreement, or assign any claims for money due under this Agreement without the express prior approval of the Village.

10. Confidentiality: Any information learned, given to, or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the Village; provided, however, that no party to this Agreement shall be obligated to withhold from public dissemination any information and records that are required to be made available to the public under the New Mexico Inspection of Records Act or other applicable law.

11. Conflict of Interest: Contractor warrants that Contractor has no present conflict of interest and shall not incur any conflict of interest with Contractor's performance of its services under this Agreement. In the event of any matter arising that presents a potential conflict of interest, Contractor shall immediately advise the Village and shall make such arrangements as may be required to resolve the potential conflict.



12. Release on Final Payment: Upon final payment of the amount due under this Agreement, Contractor releases the Village, its officers, agents and employees from any and all payment liabilities, claims and obligations arising from or under this Agreement. Contractor agrees not to bind, purport to bind or attempt to bind the Village to any obligation not assumed herein unless the Contractor has prior express written authority to do so from the Village, and in such case only within the limits of that authority.

13. Non-Discrimination: Contractor agrees that Contractor shall during the term of this Agreement comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

14. Bribes, Gratuities and Kickbacks Prohibited: Pursuant to New Mexico law, it is a crime to engage in bribery or provide gratuities or kickbacks in relation to public contracts. The parties hereto, their agents, officers and employees state affirmatively that no such activities have been engaged in, or will be engaged in, in connection with this Agreement. Any person, firm or corporation that knowingly violates any provisions of the New Mexico Procurement Code is subject to a civil penalty of not more than one thousand (\$1,000.00) for each procurement violation of any provision of the Procurement Code. The attorney general or district attorney of the first jurisdiction in which the violation occurs is empowered to bring a civil action for enforcement of any provision of the Procurement Code.

15. Amendment: This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties, hereto with the same formalities as this Agreement.

16. Scope of Agreement: This Agreement incorporates all agreements, covenants and understandings of the parties hereto concerning the subject matter hereof and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Governing Law: This Agreement is entered into in the State of New Mexico and shall be governed by the laws of the State of New Mexico and the Ordinances of the Village of Taos Ski Valley.

18. Notices: Any notices or communications under this Agreement shall be directed as follows:

To the Village by email to the Village Administrator or by United States mail to:

Village of Taos Ski Valley  
Attn.: Village Administrator  
P.O. Box 100  
Taos Ski Valley, New Mexico 87525

To General Counsel by email to [susanbakerlaw@taosnet.com](mailto:susanbakerlaw@taosnet.com) or by United States mail to:

Susan C. Baker  
PO Box 152  
El Prado, NM 87529

19. Counterparts: This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

VILLAGE OF TAOS SKI VALLEY

\_\_\_\_\_  
By: Neal King  
Village Mayor

Susan C. Baker

\_\_\_\_\_  
By: Susan C. Baker  
Contractor

Attest:

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



**Consideration to Approve Village Outside  
Contractor Agreements**

Anchor Built Inc.



## VILLAGE OF TAOS SKI VALLEY PROFESSIONAL SERVICE CONTRACT

Contract No. VTSV – 2023-20

This contract is hereby made and entered into by and between the **Village of Taos Ski Valley**, a New Mexico Municipality (hereinafter "VILLAGE") and **Anchor Built Inc.**, (hereinafter "CONTRACTOR") on this **1st<sup>th</sup> day of July, 2022**.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide excavating services; and

WHEREAS, the VILLAGE desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that:

1. Scope of Work. CONTRACTOR shall provide Excavating services to the VILLAGE On-Call as needed by the "Scope of Work". The Village will request a project in writing with a task order. Project timelines will be determined and agreed upon per project. The following are trenching rates per this agreement:

### **#2023-20 Contract price agreement for trenching**

For the below Width/Depth, prices per Linear Foot of trenching with level bottom,  
appropriate bedding, and cover, with tracer wire and joint trench utilities correctly spaced.

Trench Depth	Width 1ft	Width 2ft	Width 3ft	Width 4ft	Width 5ft	Width 6ft
2ft	\$ 9.30	\$ 10.01	\$ 10.73	\$ 14.54	\$ 17.40	\$ 20.38
3ft	\$ 10.09	\$ 10.84	\$ 11.44	\$ 15.37	\$ 18.19	\$ 20.85
4ft	\$ 10.89	\$ 11.53	\$ 12.16	\$ 15.87	\$ 18.88	\$ 21.40
5ft	\$ 11.77	\$ 12.27	\$ 12.87	\$ 20.75	\$ 21.16	\$ 30.75
6ft	\$ 13.26	\$ 15.02	\$ 22.88	\$ 32.89	\$ 44.33	\$ 54.99
8ft	\$ 14.72	\$ 15.73	\$ 27.89	\$ 38.61	\$ 50.19	\$ 60.06
10ft	\$ 23.02	\$ 26.46	\$ 38.32	\$ 48.62	\$ 60.06	\$ 70.07
12ft	\$ 25.25	\$ 30.03	\$ 42.56	\$ 52.59	\$ 64.06	\$ 74.01

Once a task order is submitted, the Contractor will provide quotes for additional services to the Village prior to any services being provided as required by New Mexico State procurement laws to complete a project, providing an estimate for the total task order. These services include but may not be limited to the following:

- Permits
- Bonds
- Traffic Control
- Additional insurance required by the Village
- Additional equipment needs
- Travel and per diem if needed
- Rock Excavation
- Exporting of excess materials
- Screening materials
- Pipe installation
- Other

**1A. Additional uses of contractor pricing.**

The contractor has indicated in writing a willingness to extend the contract's pricing, terms and conditions quoted for RFP 2020-06, to the member communities of the Enchanted Circle Council of Governments through Task Order of contract #2022-07.

The Task Order shall; identify the contract procured, #2022-07, for the amount of linear feet, up to 10 miles priced by width and depth for each project and the project location and duration. Any additional charges outside the price agreement must have prior agreement of both parties.

Unless modified by mutual agreement for technical correction, the trenching is for a ditch of specified width and depth, with level bottom, appropriate bedding, and cover, with tracer wire and any joint trenched utilities correctly spaced.

The Contractor shall post the amount and location and ID# of the Task Order notice to proceed in the periodical of local circulation, at the earliest possible day when using the price agreement.

The price agreement is for trenching services meeting the same standards and specifications as identified in offer for RFP 2020-06 options for each community in the ECCG as follows:

The price differential for Emergency service for the same size trenching at +/- 100%:  
Differential Charge for Emergency Service Options is: one hour 150%, four hours 150%, eight hours 150%, 12 hours 150%, 1 - 10 days 120%

The price for pavement removal and replacement for Trenching Projects:

Pavement cut price per linear foot: \$ 4.00

Compacted Base Course price per cubic yard: \$ 35.00

Price for the base service as an option for ECCOG members +/- 100% of VTSV price:

Taos County = 100% ,

Town of Taos= 100%,

Colfax County= 100%,

Questa= 100%,

Red River= 100%

Eagle Nest= 110%,

Angel Fire=110%

2. Address & Phone Contact. The address and phone number of Contractor is:

**Anchor Built, Inc.**  
PO Box 27688  
Albuquerque, NM 87125  
505-342-2452

3. Term. This contract shall be effective for twelve (12) months from the date first entered above unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract expires June 30, 2022.
4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. Compensation. The VILLAGE shall pay CONTRACTOR an, under this contract, per rates provided by CONTRACTOR and attached hereto, per acceptance of invoices.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.

8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).

9. Termination. This contract may be terminated at will, by either party, with or without cause. 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 effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
10. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
11. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
12. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
13. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
14. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
15. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
16. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
17. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.



18. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain malpractice insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
19. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
20. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
21. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
23. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

**CONTRACTOR:**

\_\_\_\_\_  
Contractor's GRT/CRS Number OR

\_\_\_\_\_  
Contractor's Fed. Tax ID No. or SSN

**Village of Taos Ski Valley**

\_\_\_\_\_  
John Avila, Village Administrator

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Susan C. Baker, Village Attorney

**ATTESTED TO BY:**

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

**Consideration to Approve Village Outside  
Contractor Agreements**

Janet L. Gibeau



## VILLAGE OF TAOS SKI VALLEY Contract # 2023-13

This contract is hereby made and entered into by and between the **VILLAGE OF TAOS SKI**, a New Mexico Municipality (hereinafter "VTSV") and **Janet L. Gibeau** on this 2nd day of July 2022.

WHEREAS, the VTSV desires to engage CONTRACTOR to provide said services; and CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that:

1. Scope of Work: Cleaning of the Village office, Police Office Trailer and Village Complex as needed. List of duties attached, and additional cleaning duties as mutually agreed upon.
2. Address & Ph Contact. The address (mailing and, if different, physical location) & phone number(s) of CONTRACTOR are:

Name: Janet L Gibeau Ph # 575-776-7278  
Street: PO Box 491  
Arroyo Seco, NM 87514

3. Term. This contract shall be effective until June 30, 2023 and can be renewed on an annual basis each year.
4. Compensation. CONTRACTOR will receive \$22.00 per hour for work performed. The amount paid to contractor shall not exceed \$5,000.00 per fiscal year. Should additional responsibilities be identified an addendum may be added to this contract.

**NOTE: VTSV GRT -- New Tax Increment Development District CRS location code 20-430.**

5. Termination. This contract may be terminated at will, by either party, with or without cause with a 30 days' notice.
7. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.

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

CONTRACTOR:

Village of Taos Ski Valley

\_\_\_\_\_  
Contractor Name & Company

\_\_\_\_\_  
John Avila, Village Administrator

\_\_\_\_\_  
Contractor's GRT/CRS Number OR

ATTESTED TO BY:

\_\_\_\_\_  
Contractor's Fed. Tax ID No. or SSN

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

\_\_\_\_\_  
Contractor's Signature

**Consideration to Approve Village Outside  
Contractor Agreements**

Good Riddance Environmental  
Pest Control



## SERVICES CONTRACT #2023-23

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Good Riddance Environmental Pest Control (hereinafter CONTRACTOR") on this 1<sup>st</sup> day of July 2022.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide pest control services for Village of Taos Ski Valley Complex located at 1346 Hwy 150, Taos Ski Valley, NM.

WHEREAS, the VILLAGE desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that:

1. Scope of Work. CONTRACTOR shall:

Provide a full service treatment and 4 quarterly full services treatments as stated in exhibit "A" standard services. These treatments will be for buildings only, no outside treatments included. In addition all spiders and webs to be removed, rodent traps filled, set and monitored. This includes 12 bait stations and 20 glue boards. Full warranty included from treatment date to treatment date.

For additional service above and beyond the standard services, the Village will provide a work order for the required work.

2. Address & Phone Contact. The address and phone number of Contractor is:

Good Riddance Environmental Pest Control  
PO Box 543  
Questa, NM 87556  
(575)-770-3297

3. Term. This contract shall be effective from 7/1/2022 and terminate at 5:00 p.m. on 6/30/2023 unless sooner terminated pursuant to the termination provision below or by completion of said services. Each party may cancel contract with 30 day written notice. This contract shall not be effective until approved by the **VILLAGE Administrator**. Contractor will be issued a notice to proceed to start the work once contract has been finalized.

4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract annually for up to 4 years, subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract, not to exceed a sum of \$3,000.00 plus applicable sales of .094375% using the TIDD CRS code #20-430 for filing. Contractor will provide twelve (12) month liability and workmen's comp insurance certifications, and W-9 form.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
10. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
11. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
12. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
13. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
14. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.

15. Records-Audit. CONTRACTOR shall bill monthly, with a log of the dates of the pumping. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.
16. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain liability insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
17. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
19. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
20. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
21. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.



29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

**CONTRACTOR**

\_\_\_\_\_  
CONTRACTOR'S GRT/CRS NUMBER or

\_\_\_\_\_  
CONTRACTOR'S FED. TAX ID NO. or SSN

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
JOHN AVILA, VILLAGE ADMINISTRATOR

**ATTEST:**

\_\_\_\_\_  
ANN MARIE WOOLDRIDGE, VILLAGE CLERK

## **Consideration to Approve Village Outside Contractor Agreements**

Southwest Accounting Solutions

TDD Audit

# STATE OF NEW MEXICO AUDIT CONTRACT

Village of Taos Ski Valley TIDD

hereinafter referred to as the "Agency," and

Southwest Accounting Solutions

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, Section 2.2.2.1 NMAC *et seq.*, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8 NMAC, and whether the Contractor is eligible to enter into this Contract despite the restriction.

## 1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year 2021 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC *et seq.*).

## 2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor on or before the deadline set forth for the Agency in Section 2.2.2.9 NMAC.
- B. Reports uploaded into OSA Connect by 5:00 pm of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor in accordance with Section 2.2.2.9 NMAC.
- D. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required electronic schedule (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 10 copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

## 3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed **\$9,180.00** including applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
----------	---------

(1) Financial statement audit	\$4,500.00
(2) Federal single audit	\$0.00
(3) Financial statement preparation	\$2,000.00
(4) Other nonaudit services, such as depreciation schedule updates	\$0.00
(5) Other (i.e., component units, specifically identified)	\$0.00

Gross Receipts Tax = \$680.00

Total Compensation = \$9,180.00 including applicable gross receipts tax

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.3(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor. G. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.3(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. TERM. Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

#### 5. TERMINATION, BREACH AND REMEDIES

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

#### 6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## 7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

## 8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the State Auditor from entering into such a contract.

## 9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

## 10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

## 11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

## 12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report, if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

## 13. CONFLICT OF INTEREST

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, *et seq.*, NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

## 14. INDEPENDENCE

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Section 2.2.2.8 NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

## 15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

## 16. MERGER

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with

Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

**17. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

**18. AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

**19. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

**20. PENALTIES FOR VIOLATION OF LAW**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for certain violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**21. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

**22. WORKING PAPERS**

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

**23. DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Robert Peixotte. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

**24. INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

**25. OTHER PROVISIONS**

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature

AGENCY

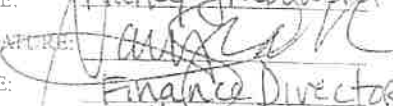
Village of Taos Ski Valley TIDD

PRINTED  
NAME:

SIGNATURE:

TITLE:

DATE:

Nancy Grabowski  
  
Finance Director  
4/30/2021

PRINTED  
NAME:


SIGNATURE:

TITLE:

DATE:

CONTRACTOR

Southwest Accounting Solutions

Robert Picatto  
  
Managing Member  
5.5.2021

**Consideration to Approve Village Outside  
Contractor Agreements**

Timothy Q. Peterson, MD





**SERVICES CONTRACT  
#2023-22**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Timothy Q. Peterson, MD., (hereinafter CONTRACTOR") on this 1st day of July, 2022.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide medical director services for the EMS system located in the VILLAGE; and

WHEREAS, the VILLAGE desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that:

1. Scope of Work. CONTRACTOR shall act as the medical director for the EMS system in the Village. As such he shall maintain a valid license to practice medicine in New Mexico. He shall oversee continuing education and quality assurance for EMT service members licensed by the New Mexico EMS Bureau. He will develop and approve guidelines and protocols for the Village's service providers. CONTRACTOR shall also act as a liaison with the local health care providers, including the Taos Ski Valley Ski Patrol and the EMS Bureau in Santa Fe. Additionally, Contractor agrees to allow his clinic to be used as a staging area in the event of a medical emergency within the Village.
2. Address & Phone Contact. The address and phone number of Contractor is:  
  
Dr. Timothy Q. Peterson, MD  
P. O. Box 1  
Taos Ski Valley, NM 87525  
(575) 776-8421
3. Term. This contract shall be effective from July 1, 2022 and terminate at 5:00 p.m. on June 30, 2023 unless sooner terminated pursuant to the termination provision below or by completion of said services. This contract shall not be effective until approved by the VILLAGE Council and signed by the Mayor.
4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.
5. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract, a sum of \$400.00 per month for up to four hours in the month. Any additional authorized time spent over and above the four hours will be billed at the rate of \$50.00 per hour. Monthly statements documenting the time spent shall be submitted to the VILLAGE for payment

6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
9. Termination. This contract may be terminated at will, by either party, with or without cause. 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 effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the VILLAGE Administrator. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
10. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
11. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
12. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.
13. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
14. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
15. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
16. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that

it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.

17. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.
18. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, hits employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain malpractice insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
19. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
20. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
21. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.
23. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

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

**CONTRACTOR**

\_\_\_\_\_  
Dr. Timothy Q. Peterson, MD

\_\_\_\_\_  
CONTRACTOR'S GRT/CRS NUMBER or

\_\_\_\_\_  
CONTRACTOR'S FED. TAX ID NO. or SSN

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
CHRISTOF BROWNELL, MAYOR

**ATTEST:**

\_\_\_\_\_  
ANN MARIE WOOLDRIDGE, VILLAGE CLERK

**Village of Taos Ski Valley  
Village Council  
Agenda Item**

**AGENDA ITEM TITLE:** Discussion of Employee pay increases beyond the four percent forecasted in our preliminary budget.

**DATE:** June 28, 2022

**PRESENTED BY:** John Avila

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:** In preparation for the upcoming FY2023 budget staff had prepared a preliminary budget for submission to the Department of Finance Administration. The budget was submitted with a baseline increase for employee pay in the preliminary budget of 4%. The average increase to the Consumer Price Index for the last 18 months is closer to 8% and beginning salaries in the region have continued to increase. The beginning salary for the Village of Taos Ski Valley is \$15.

**RECOMMENDATION:** Staff requests direction to prepare for Budget Adjustment Resolutions, FY2023 employee pay forecast.



## Mid-Atlantic Information Office

BUREAU OF LABOR STATISTICS

## Consumer Price Index Historical Tables for U.S. City Average

**CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U)**  
(not seasonally adjusted)

ALL ITEMS (1982-84=100)	U.S. City Average											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Consumer Price Index												
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802
2022	281.148	283.715	287.504	289.109	292.296							
Percent change from 12 months ago												
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0
2022	7.5	7.9	8.5	8.3	8.6							

**CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)**  
(not seasonally adjusted)

ALL ITEMS (1982-84=100)	U.S. City Average											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Consumer Price Index												
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925
2022	276.296	278.943	283.176	284.575	288.022							
Percent change from 12 months ago												
2012	3.1	3.1	2.9	2.4	1.6	1.6	1.3	1.7	2.0	2.2	1.7	1.7

ALL ITEMS (1982-84=100)	U.S. City Average											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1981	1.5	1.6	1.5	0.9	1.2	1.8	2.0	1.5	1.0	0.3	0.5	1.5
1982	1.6	1.0	1.4	2.0	2.1	2.0	1.9	1.6	1.6	1.5	1.1	0.3
1983	-0.8	-0.6	-0.6	-0.3	-0.6	-0.4	-0.3	-0.3	-0.6	-0.4	0.1	0.4
1984	1.2	0.7	0.5	0.3	0.7	0.6	0.4	0.7	1.2	1.4	1.5	2.0
1985	2.5	1.8	2.0	2.1	1.8	1.5	1.6	1.9	2.3	2.1	2.0	1.2
1986	2.1	2.3	2.4	2.6	3.0	3.1	3.2	2.9	2.3	2.7	2.2	1.8
1987	1.3	1.3	1.8	1.9	1.7	1.4	1.7	1.5	1.5	1.6	1.9	2.3
1988	2.5	2.3	1.5	0.1	-0.1	0.5	1.0	1.4	1.5	1.3	1.3	1.4
1989	1.6	1.9	3.0	4.7	5.6	6.1	6.0	5.8	5.9	6.9	7.6	7.8
1990	8.2	8.6	9.4	8.9	9.3							

U.S. BUREAU OF LABOR STATISTICS Mid-Atlantic Information Office 1635 Market Street Suite 1946 Philadelphia, PA 19103

Telephone 1-800-597-DATA for 32821 [www.bls.gov/regions/mid-atlantic](http://www.bls.gov/regions/mid-atlantic) Contact Mid-Atlantic Region

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement and Release”) is made and entered into this 17<sup>th</sup> day of May 2022, by and between Plaintiff, Michael Fitzpatrick, and Defendant, the Village of Taos Ski Valley (hereinafter referred to as the “Parties”).

The Parties enter into this binding settlement agreement and release with the intention to settle forever all claims regarding Case No. D-820-CV-2022-47, filed in the Taos County District Court, New Mexico, Eighth Judicial District. Upon execution of this agreement, the Parties agree to immediately file for dismissal with prejudice of the pending court action.

### RECITALS

**WHEREAS**, Plaintiff filed an action against the Village of Taos Ski Valley (“the Village”) by complaint filed on approximately March 1, 2022 in Case No. D-820-CV-2022-47; and June

**WHEREAS**, Plaintiff alleges that the Village violated the New Mexico Public Records Act, NMSA 1978, Chapter 14, Article 2 (IPRA); and

**WHEREAS**, the Village does not admit liability to the complaint or allegations made by Plaintiff. Rather, by entering into this agreement, the Village wishes to avoid litigation expenses by agreeing to an expedited settlement and compromise with Plaintiff; and

**WHEREAS**, Plaintiff and the Village enter into this settlement agreement and release in order to provide for full settlement and discharge of all claims which are, or might have been, the subject matter of Case No. D-820-CV-2022-47, and all related allegations by Plaintiff that the Village may have violated IPRA.

### AGREEMENT FOR RELEASE AND WAIVER OF CLAIMS

The claims being settled and released by this agreement are as follows:



**Plaintiff agrees to release the Village for:**

1. All allegations and claims, as well as ancillary allegations and claims, raised in Case No. D-820-CV-2022-47.

**The Village agrees to provide consideration to Plaintiff for his release as follows:**

1. In exchange for a settlement and Plaintiff's release and waiver of all such claims and allegations as set forth herein, the Village agrees to pay Plaintiff compensation for litigation costs in the amount of two hundred and fifty dollars (\$250.00).

2. The Village has denied Plaintiff's claims and allegations, but seeks in good faith to compromise.

3. The Parties agree that upon the execution of this agreement by their signatures below, they will immediately file a stipulated motion to dismiss Case No. D-820-CV-2022-47, as is currently pending in Taos County District Court.

4. The Village further assures Plaintiff that it will and intends to comply with the Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2 (IPRA) now and in the future.

**RELEASE AND DISCHARGE**

1. Plaintiff agrees that upon execution of this agreement and payment of the consideration set forth herein to completely and fully release and forever discharge the Village from any and all past and/or present claims, demands, credits, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation arising out of Case No. D-820-CV-2022-47, whether based on state or federal law and statutes, state tort law, contract or other theory of recovery, which Plaintiff may have as it relates to the matters stated herein,

2. This settlement and release shall be fully binding and a complete settlement among the Parties and their affiliates, partners, subsidiaries, heirs, assigns and successors.

## MISCELLANEOUS PROVISIONS

1. Attorneys' Fees and Costs. Each party hereto shall bear all attorneys' fees and costs, and all related matters arising out of Case No. D-820-CV-2022-47 and any related IPRA claims.

2. Approval of Settlement Agreement and Release by Village Council. The Village Council will consider and approve of this settlement agreement and release as provided by New Mexico law.

3. Warranty of Capacity to Execute Agreement. Plaintiff and the Village represent and warrant that no other person or entity has any interest in the claims, demands, obligations, or causes of action referred to in this settlement agreement and release, except as otherwise set forth herein; that Plaintiff and the Village have the sole right and exclusive authority to execute this settlement agreement and release and to pay or receive the consideration specified herein.

4. Governing Law. This settlement agreement and release shall be construed and interpreted in accordance with the laws of the State of New Mexico. If any section is found to violate provisions of New Mexico law, the document as a whole shall not be set aside. Rather, the offending section shall be revised to be brought into conformity with New Mexico State law.

5. Entire Agreement and Successors-in-Interest. This settlement agreement and release contains the entire agreement between the Plaintiff, and the Village and the Plaintiff's release of the Village with regard to the matters set forth herein.

This settlement agreement and release shall become effective immediately following execution by each of the named Parties and approval by the Village Council.

Signed and agreed to by the Parties:

**My commission expires:** \_\_\_\_\_

STATE OF NEW MEXICO )  
 )ss.  
COUNTY OF TAOS )

Subscribed and sworn to before me this 1st day of June, 2022 for the purpose therein contained by the Mayor Pro Tem of the Village of Taos Ski Valley.

Ann M. Wooldridge  
Notary Public



My commission expires:

July 29 2024