



**VILLAGE COUNCIL REGULAR MEETING AGENDA
MEETING TO BE HELD VIA HYBRID-IN PERSON AND ON-LINE
MEETING ROOM LOCATED AT 102, 9 FIREHOUSE RD.
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, AUGUST 15, 2025 1:00 PM**

1. CALL TO ORDER AND NOTICE OF MEETING

2. ROLL CALL

3. APPROVAL OF THE AGENDA

4. APPROVAL OF THE MINUTES OF THE JULY 18TH, 2025, REGULAR VILLAGE COUNCIL MEETING AND THE VILLAGE COUNCIL MEETING ON JULY 25, 2025.

5. PRESENTATIONS

A. None

6. A. CITIZEN'S FORUM –Discussion of non-agenda items only. Limited to 5 minutes per person. (Please email msalazar@vtsv.org to sign up in advance so that you can be recognized).

B. CITIZEN'S FORUM - Limit of 5 minutes per person related to a specific agenda item. Public comment during consideration of agenda items by the Council is only permitted at the discretion of the Chair and is limited and those directly affected.

7. COMMITTEE REPORTS

A. Planning & Zoning Commission (Mayor Pro Tem Tom Wittman)

B. Public Safety Committee (Councilman Henry Caldwell)

C. Firewise Community Board (Councilman Henry Caldwell)

D. Parks & Recreation Committee (Joan Woodard)

E. Lodger's Tax Advisory Board (Councilman Chris Stagg)

F. TIDD (Mayor Pro Tem Tom Wittman)

8. REGIONAL REPORTS (Are all included in the attached Administrator's and Department reports)

A. Enchanted Circle Council of Governments (ECCoG) (No meeting, no report)

B. Enchanted Circle Marketing Cooperative (Met in June, per Village Administrator's Report)

C. Taos Regional Landfill (TRF) (Meeting next Thursday, per Village Administrator's Report)

D. North Central Regional Transit District (NCRTD) (No meeting, no report)

E. Northern Pueblos Regional Transportation Planning Organization (NPRTPO) (Met 8/8/25, at NCRTD, No report)

F. North Central Economic Development District (NCEDD) (No meeting, no report)

G. Rio Hondo Watershed District (RHWD) (Meeting cancelled, no report)

H. San Juan Chama Water Contractor's Association (SJCCA) (per Village Administrator's Report)
Summer Triannual Convention will be in Taos, with site visit and meetings in VTSV.

9. MAYOR'S REPORT (Mayor Chris Stanek)

10. ADMINISTRATOR AND STAFF REPORTS

Attached. (Rick Bellis, Village Administrator)

11. FINANCE REPORT

Attached. (Carroll Griesedieck, Village Finance Officer)

Financial update presentation. (Carroll Griesedieck, Village Finance Director)

12. CONSENT AGENDA

This item is placed on the agenda so that the Governing Body by unanimous consent can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any proposal does not meet with the approval of all Governing Body members, that item will be heard when reached under the regular agenda.

A. RESOLUTION 2025-33: AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE TO THE WATER TRUST BOARD AND NEW MEXICO FINANCE AUTHORITY.

B. RESOLUTION 2025-34: AMENDMENT OF RESOLUTION 2025-32 WITH WASTE MANAGEMENT, INC. FROM 1 YEAR TO 5 YEARS.

C. VTSV CONTRACT 2026-01: PROFESSIONAL SERVICE CONTRACT RENEWAL WITH THE VILLAGE OF TAOS SKI VALLEY CHAMBER OF COMMERCE FOR PROMOTIONAL SERVICES CONSISTENT WITH THE NM LODGERS TAX ACT §3-38-21 and §3-38-21.1 N.M.S.A. 1978 AS FULLY OUTLINED IN EXHIBIT A, FOR THE YEAR JULY 1, 2025, TO JUNE 30, 2026, IN A SUM NOT TO EXCEED \$325,000.

D. VTSV CONTRACT 2026-02: PROFESSIONAL SERVICES CONTRACT RENEWAL WITH LISA OLSEN BOOKKEEPING SERVICES FOR ACCOUNTING AND PAYROLL SERVICES FOR THE PERIOD JULY 1, 2025, TO JUNE 30, 2026, IN AN AMOUNT NOT TO EXCEED \$59,900

E. VTSV CONTRACT 2026-03: RENEWAL OF SERVICES CONTRACT WITH GOOD RIDDANCE ENVIRONMENTAL PEST CONTROL FOR PEST CONTROL SERVICES FOR A PERIOD OF JULY 1, 2025, TO JUNE 30, 2026 IN AN AMOUNT NOT TO EXCEED \$3,000.

F. VTSV CONTRACT 2026-04: RENEWAL OF A SERVICE CONTRACT WITH RAY'S SEPTIC SERVICE FOR THE PERIOD JULY 1, 2025, TO JUNE 30, 2026, FOR THE REMOVAL OF SEPTIC, AS SPECIFIED PER THE CONTRACT, IN AN AMOUNT NOT TO EXCEED \$59,900.

G. VTSV CONTRACT NO. 2026-05: RENEWAL BY THE VILLAGE OF TAOS SKI VALLEY OF A CONTRACT FOR SERVICES AS MEDICAL DIRECTOR TO VTSV FIRE/EMS/SEARCH AND RESCUE WITH DR. LINDA LYNCH FROM JULY 1, 2025, TO JUNE 30, 2026, IN THE AMOUNT OF \$800.00 PER MONTH FOR UP TO FOUR HOURS PER MONTH. ANY ADDITIONAL AUTHORIZED TIME SPENT OVER AND ABOVE THE FOUR HOURS WILL BE BILLED AT THE RATE OF \$125.00 PER HOUR.

H. VTSV CONTRACT 2026-06: RENEWAL OF A CONTRACT WITH ENSO WILDFIRE SERVICES, LLC FOR PROFESSIONAL SERVICES AS WILDLAND URBAN INTERFACE (WUI) COORDINATOR AND UPDATING OF THE VTSV WILDFIRE PROTECTION PLAN FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2026, IN THE AMOUNT OF \$44,999.00.

13. OLD BUSINESS

A. PUBLIC HEARING: Consideration to approve **ORDINANCE 2025-03:** AN ORDINANCE TO ADOPT THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AS AMENDED.

A public hearing will be held, prior to Council action, in order to allow members of the public to provide comments and ask questions with regard to the ordinance under consideration.

Link to view 2024 ICC IPMC: [2024-ICC-IPMC-1.pdf](#)

14. NEW BUSINESS

A. RESOLUTION 2025-035: A RESOLUTION APPROVING THE PUBLICATION OF AND SCHEDULING OF A PUBLIC HEARING FOR AN ORDINANCE TO AMEND, CORRECT AND CLARIFY LANGUAGE IN ORDINANCE 2022-17: AN ORDINANCE OF THE VILLAGE OF TAOS SKI VALLEY ESTABLISHING A LOCAL CANNABIS BUSINESS LICENSE; CREATING RULES REGARDING THE ISSUANCE OF A LOCAL LICENSE; ESTABLISHING REGULATIONS FOR THE USE OF CANNABIS ON PUBLIC PROPERTY AND IN PUBLIC PLACES; LIMITING THE SALE, PRODUCTION, MANUFACTURE AND CULTIVATION OF CANNABIS AND CANNABIS INFUSED PRODUCTS TO CERTAIN ZONE DISTRICTS; LIMITING GROWING AND CULTIVATION IN RESIDENTIAL AREAS TO PERSONAL USE ONLY.

15. OTHER BUSINESS

A. PROCUREMENT ANNOUNCEMENTS:

RFP interviews for RFP 2025-06, RFP 2025-07 were held by zoom with two finalists for the Comprehensive Plan update and the two finalists for the Utilities Rate Study Wednesday, August 13th at the Village Administrator's Office at 7 Firehouse Rd., 2nd Floor.

RFP 2025-08 for utility trenching for underground electrical service received no responses and will be awarded to AnchorBuilt under state contract for procurement.

The recommendations for award will be brought to Council for approval, along with the respective contracts at a meeting later this month.

16. LEGAL UPDATE/STATUS REPORT

A. 7 Firehouse Rd.: Lawsuit, Removal of title issues.

B. 200 Firehouse Rd., Unit 103, Post Office.

C. 200 Firehouse Rd., Unit 102, Meeting Room

17. POSSIBLE CLOSED SESSION

The following matters may or may not be discussed in closed session under the NM Open Public Meetings Act under exemptions 10-15-1.H (8): meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by a public body, 10-15-1. H (7): attorney client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant, and 10-15-1.H (2) limited personnel matters.

18. REPORT ON CLOSED SESSION (John Appel, Village Attorney)

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

SEPTEMBER 19, 2025: REGULAR MEETING. The next regularly scheduled meeting of the Council of the Village of Taos Ski Valley will be held as a hybrid in-person and on-line meeting on

Friday, September 19, 2025, at 1:00 pm in Room 102, 9 Firehouse Rd., Taos Ski Valley, NM and the Agenda, Agenda attachments, and Zoom Meeting link will be available to the public on the Village website at <https://www.vtsv.org>.

20. ADJOURNMENT

MINUTES



**VILLAGE COUNCIL REGULAR MEETING MINUTES
MEETING TO BE HELD VIA HYBRID-IN PERSON AND ON-LINE
MEETING ROOM LOCATED AT 102, 9 FIREHOUSE RD.
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, JULY 18, 2025 1:00 PM**

1. CALL TO ORDER AND NOTICE OF MEETING

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

2. ROLL CALL

Marlene Salazar, Village Clerk called the roll and quorum was present

Governing Body Present:

Mayor Stanek

Councilor Caldwell

Councilor Turner (joined later)

Councilor Stagg

Councilor Wittman

3. APPROVAL OF THE AGENDA

MOTION: Councilor Wittman **SECOND:** Councilor Stagg **PASSED:** 3-0

4. APPROVAL OF THE MINUTES OF THE JUNE 20TH, 2025, REGULAR VILLAGE COUNCIL MEETING AND THE VILLAGE COUNCIL MEETING ON JULY 14, 2025.

MOTION: Councilor Wittman **SECOND:** Councilor Stagg **PASSED:** 3-0

5. PRESENTATIONS

A. None

6. A. CITIZEN'S FORUM –Discussion of non-agenda items only. Limited to 5 minutes per person. (Please email msalazar@vtsv.org to sign up in advance so that you can be recognized).

Citizen Mike Fitzpatrick spoke and raised concerns about the village's financial situation regarding the purchase of 7 Firehouse Road and suggested moving the fire trucks back to the downstairs of the building to address potential litigation issues.

Chamber of Commerce CEO Dan Vaughn announced the upcoming events in the Village of Taos Ski Valley. The Taos Ski Valley Arts festival is scheduled for this weekend July 19th and July 20th. There is expected to be 30 plus artists and vendors from all over the region. In two weeks, August 2nd and August 3rd, the Village of Taos Ski Valley Chamber of Commerce will host the Up & Over Trail Run. Mr. Vaughn also announced that volunteers are needed, if you are interested in becoming a volunteer, please email him at dan@taosskivalley.com

B. CITIZEN'S FORUM - Limit of 5 minutes per person related to a specific agenda item. Public comment during consideration of agenda items by the Council is only permitted at the discretion of the Chair and is limited and those directly affected.

No speakers.

7. COMMITTEE REPORTS

A. Planning & Zoning Commission (Mayor Pro Tem Tom Wittman) Councilor Wittman reported a meeting was held on July 7, 2025. The items discussed included Planning and Zoning Commission's activities, that included recommending to Mayor & Council of updating/changing Ordinance 17-030 Zoning Regulations Zoning Map For VTSV. The Commission also discussed their recommendation to Mayor & Council to adopt the 2024 International Property Maintenance Code. There are two RFP's out for bid, the first is the Water & Wastewater Study and then the Village Comprehensive Plan. The next meeting of the P&Z Commission is scheduled for August 4, 2025, at 1:00 p.m.

B. Public Safety Committee (Councilman Henry Caldwell) Councilor Caldwell reported a meeting was held on July 7, 2025 at 10:00 a.m. Councilor Caldwell provided updates on Public Safety Committee matters, including a grant for Kachina Park improvements, signage and an update in regard to the overnight camping Ordinance. A site visit is currently being discussed and scheduled between the Parks & Recreation Committee, Public Safety Committee, and the VTSV Public Works Dept. to discuss the overall use and safety of the park. Avalanche safety was briefly discussed, and the discussion will be carried over to next month to the August Public Safety Committee Meeting.

C. Firewise Community Board (Councilman Henry Caldwell) Councilor Caldwell reported the NFL grant still has funds available and if anyone is interested in property thinning, please contact Garrett Hanson at the VTSV Fire Dept. Committee members Jim Woodard and Bob Thomas have collected and submitted applications for 11 residences to NM Gas Co. for new service connections in an effort to extend the existing natural gas service lines in order to reduce above ground propane tank usage in the Village . The next meeting of the Firewise Community Board is scheduled for August 5, 2025 in conjunction with the Public Safety Meeting.

D. Parks & Recreation Committee (Joan Woodard) Committee Chair Woodard reported on Parks and Recreation plans, including a strategic planning process funded by the NM Outdoor Recreation Dept. Trails+ Grant, planned upcoming site visits to Kachina Vista Park, and the contract kick-off meeting with Rocky Mountain Youth Corps.

E. Lodger's Tax Advisory Board (Councilman Chris Stagg) Councilor Stagg stated that no meeting had been held and, therefore, there was nothing to report at this time.

F. TIDD (Mayor Pro Tem Tom Wittman)

Councilor Wittman reported that a meeting is scheduled for July 21, 2025 at 4:00 p.m. Discussion will include the TIDD Board vacancies that will be up for re-election this coming November. The two seats that are vacant will be Board Chair Wittman and TIDD Board member Chaz Rocky. If you would like to run for the TIDD Board you have to file a Declaration of Candidacy at the Taos County Clerk's Office on or before August 26, 2025 weekdays from 9:00 a.m. to 5:00 p.m.

8. REGIONAL REPORTS (Are all included in the attached Administrator's and Department reports)

A. Enchanted Circle Council of Governments (ECCoG) (No meeting, no report)

B. Enchanted Circle Marketing Cooperative (Met in June, per Village Administrator's Report)

C. Taos Regional Landfill (TRF) (Meeting next Thursday, per Village Administrator's Report)

- D. North Central Regional Transit District (NCRTD) (per Village Administrator's Report)
- E. Northern Pueblos Regional Transportation Planning Organization (NPRTPO) (No report)
- F. North Central Economic Development District (NCEDD) (No meeting, no report)
- G. Rio Hondo Watershed District (RHWD) (No meeting, no report)
- H. San Juan Chama Water Contractor's Association (SJCCA) (per Village Administrator's Report)

9. MAYOR'S REPORT (Mayor Chris Stanek) No Reports

10. ADMINISTRATOR AND STAFF REPORTS

Attached. (Rick Bellis, Village Administrator) Village Administrator Bellis reports all items of business are included in the Village Council Packet for review, and that he may be contacted directly if anyone from the public has any questions.

11. FINANCE REPORT

Attached. (Carroll Griesedieck, Village Finance Officer Financial update presentation. (Carroll Griesedieck, Village Finance Director)

The finance report presented by Finance Director Griesedieck showed that fiscal year revenues were down 16% overall, with gross receipts tax revenues down 31% in May compared to the previous year. Despite lower revenues, the actual financial performance was better than anticipated, resulting in a small gain of \$89,000 compared to the budgeted loss of over \$4 million. The council discussed concerns about the impact of reduced construction revenues on future budgets and agreed to hold a special meeting next Friday to address personnel and budget considerations.

12. CONSENT AGENDA

This item is placed on the agenda so that the Governing Body by unanimous consent can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any proposal does not meet with the approval of all Governing Body members, that item will be heard when reached under the regular agenda.

A. RESOLUTION 2025-24: PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION. (Carroll Griesedieck, Village Finance Director)

B. RESOLUTION 2025-25: A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S) FOR PROJECT NO. SAP 25-J4405-GFR (Carroll Griesedieck, Village Finance Director)

C. RESOLUTION 2025-27: A RESOLUTION REQUESTING A BUDGET ADJUSTMENT TO THE FY2025 BUDGET (BAR) INCREASING BUDGETED EXPENSES IN THE CANNABIS REGULATION ACT FUND TO REFLECT ACTUAL FY25 CANNABIS ADMINISTRATIVE FEES CHARGED. (Carroll Griesedieck, Village Finance Director)

D. RESOLUTION 2025-28: A RESOLUTION ACKNOWLEDGING THE 4TH QUARTER FY-2025 FINANCIAL REPORT, AS OF JUNE 30TH, 2025. (Carroll Griesedieck, Village Finance Director)

E. RESOLUTION 2025-29: A RESOLUTION REQUESTING APPROVAL OF THE FY-26 FINAL BUDGET. (Carroll Griesedieck, Village Finance Director)

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

13. OLD BUSINESS

A. None

14. NEW BUSINESS

A. RESOLUTION 2025-031: A RESOLUTION APPROVING THE PUBLICATION AND SCHEDULING OF A PUBLIC HEARING FOR ORDINANCE 2025-03: AN ORDINANCE TO ADOPT THE ICC INTERNATIONAL PROPERTY MAINTENANCE CODE.

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

Link to view 2024 ICC IPMC: [2024-ICC-IPMC-1.pdf](#)

B. DISCUSSION AND CONSIDERATION TO INSTRUCT THE VILLAGE ADMINISTRATION to seek and enter into an agreement with Twining Associates, LLC to resolve the cloud on title of the Old Firehouse, 7 Firehouse Road, due to reversionary interest held by Twining Associates, LLC, and further to resolve issues raised in the case of Twining Associates, LLC et al. v. Village of Taos Ski Valley, et al., No. D-820-CV-2025-00277, pending in the Eighth Judicial District Court of the State of New Mexico, upon payment to Twining Associates, LLC of an amount not to exceed \$125,000 plus costs, or if such agreement cannot be reached to litigate the matter as necessary so as to resolve the cloud on title of the said building and land. The Governing Body may go into executive session to discuss this matter pursuant to Section 10-15-1(H)(7) NMSA 1978, meetings subject to the attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant, and Section 10-15-1(H)(8) NMSA 1978, meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by the public body. (John Appel, Village Attorney)

DISCUSSION: Mayor & Council discussed a potential agreement with Twining Associates LLC to resolve a title cloud on the Old Firehouse property at 7 Firehouse Road, with Attorney John Appel providing an update on the legal situation. Attorney Appel explained that the firehouse, including its generator, fire escape, and staircase, has been on TSVI's land for over 20 years, with no prior concerns raised. He clarified that the village intends to continue using the building as a firehouse, despite allegations of misuse, and noted that the village's current fire equipment does not fit in either the old or new firehouse.

Councilor Caldwell emphasized that the building's usage has remained consistent for over 20 years, even before Louis Bacon bought TSVI and questioned the validity of the lawsuit.

After debate, the Council approved a motion to negotiate a settlement with Twining Associates, offering up to \$125,000 plus costs, or to litigate if an agreement cannot be reached.

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

15. OTHER BUSINESS

A. PROCUREMENT ANNOUNCEMENT: RFP openings for RFP 2025-06, RFP 2025-07 and RFP 2025-08 will be held Monday, July 21st at 1pm at the Village Administrator's Office at 7 Firehouse Rd., 2nd Floor.

16. POSSIBLE CLOSED SESSION

The following matters may or may not be discussed in closed session under the NM Open Public Meetings Act under exemptions 10-15-1.H (8): meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by a public body, and 10-15-1. H (7): attorney client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant.

17. REPORT ON CLOSED SESSION (John Appel, Village Attorney) NO CLOSED SESSION WAS HELD

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

JULY 25, 2025: SPECIAL MEETING. The Village of Taos Ski Valley will be scheduling a special meeting on Friday, July 25th at 1pm to potentially award contracts to the selected vendors responding to RFP 2025-06: 2025 Water and Wastewater Rate Study, RFP 2025-07 2025 Comprehensive Plan Update, RFP 2025-08 VTSV Underground Utility Installation, procurement based on best price of Utility Billing Software, amendment to the 2025 VTSV Wildland Coordinator Contract for the CWPP Update and an Executive session dealing with personnel matters.

AUGUST 15, 2025: REGULAR MEETING. The next regularly scheduled meeting of the Council of the Village of Taos Ski Valley will be held as a hybrid in-person and on-line meeting on Friday, August 15, 2025, at 1:00 pm in Room 102, 9 Firehouse Rd., Taos Ski Valley, NM and the Agenda, Agenda attachments, and Zoom Meeting link will be available to the public on the Village website at <https://www.vtsv.org>.

19. ADJOURNMENT

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

ATTEST:

Mayor Chris Stanek

Village Clerk, Marlene Salazar

PAGE BREAK



**VILLAGE COUNCIL REGULAR MEETING MINUTES
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, JULY 25, 2025 1:00 PM**

1. CALL TO ORDER AND NOTICE OF MEETING

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

2. ROLL CALL

Marlene Salazar, Village Clerk, called the role and quorum was present

Governing Body Present:

Mayor Stanek

Councilor Caldwell

Councilor Turner

Councilor Stagg

Councilor Wittman

3. APPROVAL OF THE AGENDA

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

- 4. A. CITIZEN'S FORUM** –Discussion of non-agenda items only. Limited to 5 minutes per person. (Please email msalazar@vtsv.org to sign up in advance so that you can be recognized).

B. CITIZEN'S FORUM - Limit of 5 minutes per person related to a specific agenda item. Public comment during consideration of agenda items by the Council is only permitted at the discretion of the Chair and is limited and those directly affected.

(No request)

5. NEW BUSINESS

A. None

6. OLD BUSINESS

A. RESOLUTION 2025-32; A RESOLUTION TO EXTEND AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF TAOS SKI VALLEY AND ROCKY MOUNTAIN YOUTH CORP BY THIRTEEN MONTHS TO AUGUST 31, 2026 FOR THE REMAINING BALANCE OF \$24,014.45.

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

7. POSSIBLE CLOSED SESSION

Motion to enter into a closed session

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

The following matters may or may not be discussed in closed session under the NM Open Public

Meetings Act under exemptions 10-15-1.H (8): meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by a public body, and 10-15-1. H (7): attorney client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant, and 10-15-1. H (2.) limited personnel matters.

Motion to return from closed session

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

- 8. REPORT ON CLOSED SESSION** (John Appel, Village Attorney) Village Attorney Appel reported that no decisions were made in this closed session. The following matters may or may not be discussed in closed session under the NM Open Public Meetings Act under exemptions 10-15-1.H (8): meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by a public body, and 10-15-1. H (7): attorney client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant, and 10-15-1. H (2.) limited personnel matters.

9. OTHER

A. Status of outstanding RFP's

Village Administrator Bellis reported that the Village has reviewed RFP responses for various projects including the Village Comprehensive Plan, Water & Wastewater Rate Study and Underground Electric. The Village Comprehensive Plan and Water & Wastewater RFP each have two potential qualifying candidates. In regard to the Underground Electric RFP that had no responses, the Village has decided to proceed with Anchor Built under the CES State Contract for trenching work.

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

The next regularly scheduled meeting of the Council of the Village of Taos Ski Valley will be held as a hybrid in-person and on-line meeting on Friday, August 15, 2025, at 1:00 pm in Room 102, 9 Firehouse Rd., Taos Ski Valley, NM and the Agenda, Agenda attachments, and Zoom Meeting link will be available to the public on the Village website at <https://www.vtsv.org>.

11. ADJOURNMENT

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

Attest: _____

Mayor Chris Stanek

Village Clerk, Marlene Salazar

ADMINISTRATOR & STAFF REPORTS



VILLAGE ADMINISTRATOR'S REPORT

August 15, 2025

Mayor and Council,

Please find below the Village Manager's August 2025 Report on the activities of the office for the prior 30 days. Reports for the significant activities of individual departments are attached behind this report.

The absence of a report by any one department indicates that there were no special projects, activities or events for that department during the reporting period, other than the normally assigned duties of that office, its personnel, and programs.

The Village Administrator's Report is as follows:

ADMINISTRATION:

- **Constituent Response:** Fielded calls and email inquiries from Council members, Committee members, TSV Neighborhood Association, and officials of other government entities.
- **Site Visits:** Performed multiple site visits, met with property manager and condo representative regarding several issues at Twining Condos with VTSV Works Director and developed a mutually acceptable resolution to on-site and off-site issues of drainage and encroachment being experienced.
- **Events Permits:** No new events permits were submitted or processed for the prior 30 days.
- **Alcohol, Business, Marijuana, Animals, Short-Term Rental licensing:** The Clerk continues to update and improve compliance on all outstanding license renewals. We will be updating several of the licensing ordinances to clarify areas in the current ordinances.
- **Long-term Planning:** Working on several inter-jurisdictional plans previously discussed with Council for recreation, open space, fire, law enforcement, parking, economic development, and tourism management.
- **Ordinances:** In reviewing several older ordinances, we will be bringing recommended updates for a number of these to address various issues.

CODE OFFICIAL:

- No investigations conducted or violations issued this month.



VILLAGE ADMINISTRATOR'S REPORT

August 15, 2025

PLANNING DIRECTOR:

- As Planning Director, currently reviewing/working with 2 active projects and 1 conceptual proposal, approved 1 minor permit for replacement of a business trailer.
- Held coordinating, informational and design meetings between contractors/homeowner's representatives, and the municipal Building Official on a proposed 2-story house and a 4-lot subdivision.
- Working on the development of and negotiating with NM Construction Industries Division on the approval for a "High Altitude Building Code" for use in NM resort areas above 8,500 ft. with certain high-risk hazards and weather conditions.

PROCUREMENT OFFICER:

- Conducted interviews and scoring for Comp Plan and Utility Rate Study RFPs, with selection of finalists this week.
- Awarded trenching contract for electric to AnchorBuilt under state contract after receiving no responses to earlier RFP.
- Made final selection of Muni-Gov as VTSV utility billing software provider at a rate below the budgeted amount.
- Made final selection of Civic Plus as website development/meeting software provider and have begun development process.
- Continue to develop and incorporate policies to ensure procurement and purchasing compliance with state regulations while facilitating rapid access to the needs of all departments.

GRANT COORDINATOR:

- Completed and submitted required Notification of Interest (NOI) for Water Trust Board (WTB) funding and working with VTSV engineers on application for current application round. Attended the mandatory WTB grant training session.
- Continue to work with all parties regarding the best use of the \$110,00 in Capital Outlay.
- Attended multiple training and informational sessions on potential state funding for roads, water, sewer and facilities for upcoming August and September deadlines.



VILLAGE ADMINISTRATOR'S REPORT

August 15, 2025

POST OFFICE:

- Closing for the Post Office was completed, at a cost of \$15, 667.76 to the Village. External work for the flagpole and stucco repairs were completed by TSVI contractors.
- Village Attorney John Appel and I will be working now with USPS to expedite the drafting and approval of a lease agreement. And with TSVI on a separate agreement for the use of the lobby area for parcel mailing and delivery boxes, if required.

FACILITIES:

- Council Meeting Room - Negotiating with TSVI to extend the current lease.
- Have laid out the footprint for new administrative offices using lease-purchase job site modulars at the current sewer plant location, with space for add-on units later on either side for public works and police.
- Seeking grant funding for EQ tank assessment, roof replacement and possible relocation.
- Seeking grant funding for public works garages.

PARKING/CAMPING ORDINANCE:

The proposed ordinance has by mutual agreement been postponed as discussions continue on the development of permanent and comprehensive solutions to the problems encountered by the Village, USFS, visitors and residents. The USFS study group meetings for the aforementioned will conclude on September 5th, with the findings and recommendations.

WEBSITE/SOFTWARE DEVELOPMENT:

- The development process has begun. Informational exchanges and meetings between staff and the developers are being scheduled.

PERSONNEL:

- Created job description for Assistant Finance Director, to include/consolidate HR/payroll responsibilities, as well as purchasing/procurement, and we are actively soliciting/interviewing candidates.



VILLAGE ADMINISTRATOR'S REPORT

August 15, 2025

- Negotiating with NM Construction Industries Division (CID), Taos County Planning and Building Department, and private sector options for affordable options on replacing the Building Official.
- Completed interviews of finalists for Fire Chief position and have prepared job offer.
- We will be holding the employee appreciation/summer celebration on Saturday, August 16th, between 1-4pm.

UTILITIES:

- Rates – VTSV utility rate increase begin with the August billing.
- Billing – Gabe and Eliane continue to update and refine the database in anticipation of transfer to new software system.
- Leak detection – the last large evasive leak, totaling a nearly 1,000,000 gallons loss from the system, has been located and is in the process of being addressed.
- Meter reading - The programming for a new upgraded meter reader we purchased and the associated software that can be read on tablets or cell phones has been completed.
- Meter replacement - Replacement/upgrading of the last 4 non-conforming meters started Tuesday and will be done this week.
- Microgrid – Tariffs and supply issues have delayed the completion of the battery storage units ordered by KCEC.
- Burying electric lines - A meeting between VTSV, KCEC and AnchorBuilt was held last week as a project coordination and kick-off meeting to begin the trenching in lower Amizette for the undergrounding, with a hoped-for completion of this area by the end of summer.
- Continue to participate in bi-weekly progress meetings with Dennis Engineering, TSVI, Public Works, for water, sewer projects, leakage analysis, completion of hydrant and meter installation and closeout of Switchback project, etc.

SOLID WASTE/RECYCLING:

- The contract for the \$8,000,000 Capital Outlay to the Taos Regional Landfill Board (TRLB) has been received by the Town of Taos, as the fiscal agent. The lead for the contract has formally been handed off from an ad hoc community group to the TRLB, which has begun design work.



VILLAGE ADMINISTRATOR'S REPORT

August 15, 2025

- Sludge – Continues to be transported as needed from the VTSV Wastewater Treatment Plant to the Taos Regional Landfill under the new permit.
- Greenwaste – The piles at the VTSV collection point have been eliminated and Public Works/Fire will begin scheduling community chipping days and, weather permitting, small on-site controlled burns of pieces with diameters too big to chip.
- Waste Management - Recommend extending prior 1-year extension to full 5-year extension with Waste Management as the Town of Taos received no responses to its RFP's for operation of the landfill or recycling center and appears to want to continue to operate it themselves, despite being cited for 75 violations.

ROADS:

- Working with Public Works on several overlapping initiatives for dust control and driving surface improvement, with a high priority on Twining Road, including the use of concrete millings as aggregate, a fall overlay of a liquified magnesium chloride blend to cement the millings, and the short-term use of weekend and holiday wetting of the road surface, when needed.

Respectfully submitted this 11th day of August, 2025

As always, please feel free to contact me at any time with any questions.

Rick Bellis

Village Administrator

Email: rbellis@vtsv.org

Phone/text: (575) 776-4791

PAGE BREAK

Monthly Accomplishments July 2025

Police Chief / Director of Fire/EMS/SAR & Wildland
Virgil Vigil

Police

- Operation plans for the Up and Over Race were conducted and appropriate staffing was scheduled. This event was held on August 2, 2025.
- We also planned to attend the Alcohol Awareness event hosted by the Taos Dwi Committee (of which I am an active board member). Two VTSV-PD units will be on display. This event took place on August 1, 2025.
- Lt. Salzar and I continued our commitment to meet with a Lexipol employee every Thursday for 2 hours to update our policy and procedure. Several policies and procedures have been updated and customized to fit our Police Department. Numerous policies still need to be customized and updated and will take several more months to complete. We also started to issue the completed policies to our Officer's to review and acknowledge and sign that they reviewed them and agreed to abide by them.
- We continued to initiate the plan to include issuing parking citations, combat traffic violations and having a more visible police presence for businesses that are open.
- I attended the Public Safety/Firewise meeting and updated them on the progress of the Fire/Police/ EMS developments, calls. I also attended Lepc, Dwi Council, Taos Crime Stoppers Meetings, JPA meeting, Chief Municipal league Meeting and weekly Fire/EMS Training.

Fire/EMS & SAR

Slow month for Fire/EMS

We had 3 search and rescues early in July.

State Fire Marshal office changed its mind on allowing us to use fire funds to contract a person for the CWPP update. They initially had said we could use the funds to contract a company to do the update but when it came time for them to approve the request to use funds, they denied it.

The REMS team was requested 2 times for incidents both in and out of the state and the Type 6 engine was requested once. We were unable to fill the orders due to personnel being injured and other staff members being out of town.

E-314 did not pass its pump test due to overheating. We are requesting quotes to build a replacement engine and will apply for a State Fire Fund grant for new equipment.

We had close to a dozen applications for the Fire/EMS position and interviewed 3 very qualified candidates. Hopefully we will have a replacement for me soon.

Matt

Matt Rogers EMT-P, DiMM
Fire & EMS Chief
Village of Taos Ski Valley
O: 575-776-8220





TAOS CENTRAL DISPATCH

Incidents Assigned as Responsible Officer

Officer: HUTTER J

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Alarm-Fire | 1 |
| Breathing | 1 |
| Missing Adult | 1 |
| Motorist Assist | 2 |
| Property-Lost | 1 |
| Sick Person | 1 |
| Suspicious | 1 |
| Traffic Stop | 5 |
| Trespassing | 2 |
| Welfare Check | 2 |
| Total: 17 | |

Officer: MARTINEZ GA

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Traffic Stop | 1 |
| Total: 1 | |

Officer: MARTINEZ GE

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Welfare Check | 1 |
| Total: 1 | |

Officer: SALAZAR R

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Abandoned Veh | 1 |
| Citizen Assist | 1 |
| Welfare Check | 1 |
| Total: 3 | |

Officer: TAFOYA M

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Abandoned Veh | 1 |
| Alarm-Comm | 2 |
| Traffic Stop | 1 |
| Welfare Check | 4 |
| Total: 8 | |

Officer: VIGIL V

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Alarm-Comm | 1 |
| Alarm-Rcs | 1 |
| Citizen Assist | 1 |
| Escort-Comm | 1 |
| Escort-Funeral | 1 |
| Traffic Stop | 1 |
| Total: 6 | |

Report Includes:

All dates reported between `00:00:00 07/01/25` and `00:00:00 08/01/25`, All how received, All agencies matching `SV`, All nature of incidents, All location codes, All dispositions, All clearances, All offense as observed, All offense as reported

PAGE BREAK

PUBLIC WORKS UPDATE

August, 2025

- WATER

- Gabe, Rick, Robbie, are still attending Monthly meetings with TSVI, DEC, now the subject is Water loss project to finish up on the Mission Scada system there is a 5 more flow meters to install and those will be installed now in August. Then the Village will have the whole water system on Mission Scada system monitoring the system and then will be able to review the water loss numbers.
- Kevin Cisneros Collecting the regular monthly water routine samples for the month of July.
- Meters: Gabe & Elaine have the new Neptune 360-meter reader up and running now they are looking at a new billing software they have had a few webinars with one Company that seems to be a great fit for the Village.
- Kachina Booster Station: Pumps ordered just waiting for them to arrive.
- Water leak was located at the Wheeler Peak Condos on their 6-inch service line, this leak has been the Mystery leak. The Village has been looking for this leak for many years and causing the Kachina Tank to lose a Million Gallons a month.

- Wastewater

- DMR to be Submitted Aug 15 for the month of July 2025.
- Prodigy is still showing up once a month and will also help enter data and review the DMR before being submitted to EPA.
- Gabe Working on getting a Diving crew out to sewer plant to look at one of the EQ tanks the roof on one of the EQ tanks is bad shape needs repair or a whole new EQ tank. This tank is 20 plus years old.

- Roads

- Public Works Laying down 300-tons of Asphalt Milling they started at Hiker Park and worked their way down to about the start of Porcupine rd. Public works Department order another 1,000 tons of Millings that will take us all the way down to Erine Blake Road.

- Solid waste

- The Spring Roll Off has been Picked up

PAGE BREAK

Building Department Council Report August 15, 2025 Jalmar Bowden

Council report from July 15, 2025 to August 11, 2025

Inspections performed:

Residential: 9

Complaint response: 0

Enforcement actions: 1

Multi-family commercial: 4

Permits issued since last council report:

0_new residential building.

1_residential repair/remodel

0_residential demolition

0_new commercial buildings permitted.

3_commercial remodel permitted

0_demolition commercial permitted.

4_Projects in application or submission review

1_Commercial project currently pending submission.

4_Residential projects currently pending submissi

1. NCRTD I could not attend the August meeting of the Northern Regional Transit District.

FINANCE REPORT

Finance Report for August 15, 2025 Meeting:

Revenues July 2025:

GRT: This month last year: \$70,564

This month this Year: \$48,937

Last Year YTD: \$70,564

This Year YTD: \$48,937

Lodgers Tax:

This month last year: \$18,349

This Month this year: \$15,930

YTD Last year: \$18,349

YTD This year YTD: \$15,930

REVENUES:

- We received **\$7,590** in hold harmless GRT revenue in July which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is down 31% from last year.
- Fiscal YTD Combined Water and Sewer revenues: July billing for June use postponed. August will show amounts collected for both July and August.
- Fiscal YTD Lodger's tax collections are down 13% from last year.
- Fiscal YTD Building/Zoning permits (includes planning fees) are down significantly from last year. This is due to ST B Hotel permit & planning fee paid FY25.
- The Village received **\$2,115** in property tax collections in July 2025.
FYTD Property Tax Collections are down 68% from last year.
- The TIDD received **\$27,702** in GRT in July 2025.

EXPENSES:

July 25 vs same period LY are increased mostly due to due to:

- **Payroll costs:** wages including OT up 22%. Employee Benefits are up 26%. (20% Health Insurance increase FY26.)
- Added **Software:** Civic Plus for Website & Quikwater upgrade necessary for new meter reader.
- **Capital purchases/Infrastructure**—contract payments for Phoenix SB water line replacement, Booster Station payments. Awaiting reimbursements from NMED from grants.
- **Capital purchases/Other** - Reversionary clause removal #7 FH Rd agreement cost.
- Increased **Insurance** premiums (LE Insurance cost shows in "Other Operating Costs) for FY26 (total paid \$399,000) paid in July, LY paid in August.

July/August

GRANTS

We are currently tracking 18 active Grants.

5 with DOT

5 with NMED

2 DFA Capital Outlay Grants

2 Fire Grants

1 EMS Grant

1 NFL grant

1 WTB Grant

1 Parks Trails Grant

Most grant reimbursement requests for expenses paid to date have been filed. Most have been received. Awaiting completion of 2 reauthorized NMED Grants before reimbursements can be files for those costs spent up front.

GRT rate Tracking for VTSV location

GRT rates for VTSV went from 9.4375% to 9.3125% for the period of July – December 2022.

This reduction of 0.125% is due to state legislation lowering the state portion of the total from 5.125% to 5%. The portion of the state piece allotted to the Village remains unchanged @ 1.225% of the total. The reduction comes entirely out of the portion that goes to the state. Previously it was 3.9%. In this period, it is reduced to 3.775%.

The total % going to the Village is the municipal 2.4375% (Village ordinances total including Hold Harmless) plus the state piece allotted to municipalities of 1.225% = 3.6625%. This is the same % the Village was previously receiving before this period's reduction in overall rate.

GRT rates for VTSV went from 9.3125% to 8.8125% for the period of Jan – June 2023.

This reduction of 0.5% is due to the sunseting of a Taos County higher education tax. This reduction only affects the county portion. The village municipality does not receive any of the county portion at this time, and so the total % to VTSV is unaffected by this period's rate reduction.

GRT rates for VTSV will go from 8.8125% to 8.9375% for the period of July - Dec 2023.

This increase of 0.125% is due to a combination of:

State legislation lowering the state portion of the total from 5.0% to 4.875%, results in a decrease of 0.125%. The portion of the state piece allotted to the Village remains unchanged @ 1.225%. The reduction comes entirely out of the portion that goes to the state. Previously it was 3.775%. In this period, it will be reduced to 3.650%. The total % to VTSV is unaffected by this rate decrease.

The county rate increased adding 0.25% to the total. This is the result of the county gross receipts tax increase voted for in November. 2022 The Village Municipality does not receive any of the county grt portion currently, and so the total % to VTSV is unaffected by this rate increase.

Per the GRT revenues portions that the Village receives:

The total Municipal GRT rate is 2.4375% and the total Municipal portion of the state GRT is 1.225% .
These are unchanged from the previous period.

GRT rates for VTSV will remain at 8.9375% for the period of January – June 2024.

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

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

Per the GRT revenues portions that the Village receives:

The total Municipal GRT rate is 2.4375% and the total Municipal portion of the state GRT is 1.225%.
These are unchanged from the previous period.

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

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

GRT rates for VTSV will remain at 9.4375% for the period of January – June 2025.

GRT rates for VTSV will remain at 9.4375% for the period of July - December 2025.

See next page attached letter for information on changes to Rate updates schedule.

From: Monteith, David, TAX <David.Monteith@tax.nm.gov>
Sent: Thursday, April 24, 2025 10:23 AM
To: Carroll Griesedieck
Subject: Legislative Update HB218 2025 Tax Changes

Hi Local Government Representative,

The 2025 legislative session has ended, and House Bill 218 was signed by the Governor on April 9, 2025. The bill contains several updates to the New Mexico tax code. July 1, 2025, rate updates will take place once per year on July 1st. The deadline to make changes to the local rates is March 31st and all required documents must be received by the Department. Changes to rates outside of the normal process will have two exceptions. If the governor declares a state of emergency for your location, or if there is an unforeseen occurrence that would cause a municipality's reserves to drop below the amount required by the local government division of the Department of Finance and Administration. The exemption will be limited to January 1st, with a deadline to submit all required documents to the Taxation and Revenue Department.

The next rate updates will be scheduled for 7/1/2026 with a deadline of 3/31/2026 to have all required documentation submitted to the Department.

If you have further questions, please contact David Monteith Local Government Liaison (505)-670-8391 or by email at tax.localgov@tax.nm.gov

David Monteith



Statement of Revenue Expenses
July 25 vs July 24

| Account | Title | Balance | Balance | Change | % Change |
|---------|--------------------------------|---------------|---------------|---------------|----------|
| 51010 | Salaries - Elected Officials | \$ 2,626.14 | \$ 2,626.14 | \$ - | 0.00% |
| 51020 | Salaries - Full-Time Positions | \$ 103,228.93 | \$ 98,760.53 | \$ 4,468.40 | 4.52% |
| 51040 | Salaries - Part-Time Positions | \$ 18,367.41 | \$ - | \$ 18,367.41 | #DIV/0! |
| 51050 | Salaries - Temporary Positions | \$ - | \$ - | | |
| 51060 | Salaries - Overtime | \$ 2,172.67 | \$ 1,873.14 | \$ 299.53 | 15.99% |
| 52010 | FICA - Regular | \$ 7,736.99 | \$ 5,891.48 | \$ 1,845.51 | 31.33% |
| 52011 | FICA - Medicare | \$ 1,809.48 | \$ 1,377.86 | \$ 431.62 | 31.33% |
| 52020 | Retirement | \$ 11,594.63 | \$ 9,896.81 | \$ 1,697.82 | 17.16% |
| 52030 | Health and Medical Premiums | \$ 22,522.98 | \$ 17,344.66 | \$ 5,178.32 | 29.86% |
| 52040 | Life Insurance Premiums | \$ 127.08 | \$ 109.14 | \$ 17.94 | 16.44% |
| 52050 | Dental Insurance Premiums | \$ 1,111.96 | \$ 1,106.57 | \$ 5.39 | 0.49% |
| 52060 | Vision Insurance Medical Premi | \$ 184.84 | \$ 188.42 | \$ (3.58) | -1.90% |
| 52080 | Other Insurance Premiums | \$ 162.21 | \$ 115.30 | \$ 46.91 | 40.69% |
| 52100 | Workers' Compensation Premium | \$ 137.60 | \$ 98.90 | \$ 38.70 | 39.13% |
| 52120 | Workers' Compensation (Self In | \$ 8,905.00 | \$ - | \$ 8,905.00 | #DIV/0! |
| 52999 | Other Employee Benefits | \$ 100.00 | \$ 270.34 | \$ (170.34) | -63.01% |
| 53010 | Travel - Elected Officials | \$ - | \$ - | \$ - | #DIV/0! |
| 53030 | Travel - Employees | \$ 640.44 | \$ 221.54 | \$ 418.90 | 189.09% |
| 54010 | Maintenance & Repairs - Buildi | \$ 65.98 | \$ - | \$ 65.98 | #DIV/0! |
| 54040 | Maintenance & Repairs - Vehicl | \$ 1,115.10 | \$ - | \$ 1,115.10 | #DIV/0! |
| 54050 | Maintenance & Repair - Furnitu | \$ 260.85 | \$ 612.00 | \$ (351.15) | -57.38% |
| 55010 | Contract - Audit | \$ - | \$ - | \$ - | #DIV/0! |
| 55020 | Contract - Attorney Fees | \$ 1,700.71 | \$ 1,525.17 | \$ 175.54 | 11.51% |
| 55030 | Contract - Professional Servic | \$ 133,419.13 | \$ 104,080.83 | \$ 29,338.30 | 28.19% |
| 55999 | Contract - Other Services | \$ - | \$ - | \$ - | #DIV/0! |
| 56010 | Software | \$ 25,008.22 | \$ 17,906.46 | \$ 7,101.76 | 39.66% |
| 56020 | Supplies - General Office | \$ 1,349.77 | \$ 3,037.18 | \$ (1,687.41) | -55.56% |
| 56030 | Supplies - Field Supplies | \$ 975.80 | \$ 7,693.67 | \$ (6,717.87) | -87.32% |
| 56040 | Supplies - Furniture/Fixtures/ | \$ (5,869.64) | \$ 2,966.02 | \$ (8,835.66) | -297.90% |
| 56050 | Supplies - Janitorial/Maintena | \$ - | \$ - | \$ - | #DIV/0! |
| 56070 | Supplies - Medical | \$ 2,441.18 | \$ - | \$ 2,441.18 | #DIV/0! |
| 56090 | Supplies - Safety | \$ 435.60 | \$ 417.46 | \$ 18.14 | 4.35% |
| 56110 | Supplies - Uniform/Linen | \$ 980.10 | \$ 500.95 | \$ 479.15 | 95.65% |
| 56120 | Supplies - Vehicle Fuel | \$ 3,313.63 | \$ 3,037.93 | \$ 275.70 | 9.08% |
| 56999 | Supplies - Other | \$ 12,499.54 | \$ 9,333.11 | \$ 3,166.43 | 33.93% |
| 57040 | Election Costs | \$ - | \$ - | \$ - | #DIV/0! |
| 57050 | Employee Training | \$ 963.33 | \$ 5,355.00 | \$ (4,391.67) | -82.01% |
| 57060 | Grants to Sub-recipients | \$ 30,083.34 | \$ 29,583.34 | \$ 500.00 | 1.69% |
| 57070 | Insurance - General Liability/ | \$ 368,142.88 | \$ - | \$ 368,142.88 | #DIV/0! |
| 57080 | Postage | \$ 500.57 | \$ 310.46 | \$ 190.11 | 61.23% |
| 57090 | Printing/Publishing/Advertisin | \$ 221.68 | \$ 998.39 | \$ (776.71) | -77.80% |
| 57130 | Rent of Equipment/Machinery | \$ 19,300.00 | \$ 19,300.00 | \$ - | 0.00% |
| 57140 | Rent of Land/Building | \$ 6,000.00 | \$ 6,210.90 | \$ (210.90) | -3.40% |
| 57150 | Subscriptions & Dues | \$ 4,375.51 | \$ 3,075.00 | \$ 1,300.51 | 42.29% |
| 57160 | Telecommunications | \$ 2,452.37 | \$ 1,870.43 | \$ 581.94 | 31.11% |
| 57170 | Utilities - Electricity | \$ 5,635.08 | \$ 6,574.73 | \$ (939.65) | -14.29% |
| 57171 | Utilities - Natural Gas | \$ 819.27 | \$ 1,286.69 | \$ (467.42) | -36.33% |

Statement of Revenue Expenses
July 25 vs July 24

| | | | | | |
|---------------|--------------------------------|-----------------|---------------|---------------|----------|
| 57172 | Utilities - Propane/Butane | \$ - | \$ - | \$ - | #DIV/0! |
| 57173 | Utilities - Water | \$ - | \$ 872.09 | \$ (872.09) | -100.00% |
| 57999 | Other Operating Costs | \$ 23,648.32 | \$ 2,442.20 | \$ 21,206.12 | 868.32% |
| 58010 | Buildings & Structures | \$ - | \$ - | \$ - | #DIV/0! |
| 58020 | Equipment & Machinery | \$ - | \$ - | \$ - | #DIV/0! |
| 58040 | Infrastructure | \$ 132,022.68 | \$ 22,217.28 | \$ 109,805.40 | 494.23% |
| 58080 | Vehicles | \$ - | \$ - | \$ - | #DIV/0! |
| 58090 | Roadways/Bridges | \$ - | \$ - | \$ - | #DIV/0! |
| 58999 | Other Capital Purchases | \$ 125,000.00 | \$ 12,166.75 | \$ 112,833.25 | 927.39% |
| 59010 | Debt Service - Principal Payme | \$ 13,193.48 | \$ 12,952.72 | \$ 240.76 | 1.86% |
| 59020 | Debt Service - Interest Paymen | \$ 13,281.17 | \$ 13,521.93 | \$ (240.76) | -1.78% |
| Total Expense | | \$ 1,104,764.01 | \$ 429,729.52 | \$ 675,034.49 | 157.08% |

| | | | | | |
|-------|---------------|-----------------|----------------|----------------|--------|
| 61100 | Transfers In | \$ (100,773.62) | \$ (87,363.56) | \$ (13,410.06) | 15.35% |
| 61200 | Transfers Out | \$ 100,773.62 | \$ 87,363.56 | \$ 13,410.06 | 15.35% |
| | | \$ - | \$ - | | |

| | | | | | |
|------------|--|-----------------|--------------|-----------------|--------------|
| net income | | \$ (905,791.62) | \$ 37,039.57 | \$ (942,831.19) | -25.45470128 |
|------------|--|-----------------|--------------|-----------------|--------------|

July 2025

| Fund # | Fund name | mo net rev |
|--------|-------------|--------------|
| 110 | Gen ops | (381,619.44) |
| 111 | LE | 0.00 |
| 112 | Gen Res | 1,142.12 |
| 113 | KC UG | (787.96) |
| 114 | NMFA TML DS | 5,763.47 |
| 206 | EMS | (23,921.45) |
| 209 | FP | (29,237.57) |
| 210 | NMFA FP DS | 0.00 |
| 211 | LE P | 6,157.41 |
| 212 | LE Rctmt | 0.00 |
| 214 | LT | (14,153.20) |
| 216 | Streets | (78,025.70) |
| 217 | Parks | (33.82) |
| 218 | NFL Grant | (17,074.09) |
| 280 | Cannibus | 109.22 |
| 290 | Fire Don | 939.90 |
| 291 | EMD Don | (229.50) |
| 292 | Parks DIF | 0.00 |
| 293 | Water DIF | 0.00 |
| 294 | WW DIF | 0.00 |
| 296 | Safety DIF | 0.00 |
| 297 | Roads DIF | 0.00 |
| 403 | USDA | (3,119.27) |
| 501 | Water Ent | (85,250.69) |
| 502 | SW Ent | (7,258.25) |
| 503 | WW Ent | (164,127.53) |
| 516 | Fire Ent | 8,501.87 |
| 528 | Rental Ent | 3,794.92 |
| 534 | O&M Res | 0.00 |
| 535 | Water Cap | (128,134.55) |
| 536 | WW Cap | 0.00 |
| 537 | CWSRF | 772.49 |

TOTAL NET REV (905,791.62)

Statement of Revenue Expenses
July 25 vs July 24

| FY through | | 7/31/2025 | 7/31/2024 | | |
|--------------|--------------------------------|---------------|---------------|-----------------|----------|
| Account | Title | Balance | Balance | Change | % Change |
| 41100 | Franchise Tax | \$ 2,476.89 | \$ 16,428.44 | \$ (13,951.55) | -84.92% |
| 41250 | Gross Receipts Tax - Municipal | \$ 32,172.38 | \$ 41,265.86 | \$ (9,093.48) | -22.04% |
| 41258 | GRT - Municipal Tax HH | \$ 7,590.32 | \$ 14,829.97 | \$ (7,239.65) | -48.82% |
| 41259 | CMP - Compensating Tax | \$ 6,088.86 | \$ 8,308.36 | \$ (2,219.50) | -26.71% |
| 41260 | ITG - Interstate Telecom Gross | \$ 5.68 | \$ 6.86 | \$ (1.18) | -17.20% |
| 41500 | Property Tax - Current | \$ 2,115.40 | \$ 6,675.57 | \$ (4,560.17) | -68.31% |
| 42401 | GRT Shared - Municipal Equival | \$ 18,706.15 | \$ 24,510.90 | \$ (5,804.75) | -23.68% |
| 43300 | Building Permit | \$ 1,179.69 | \$ 99,174.00 | \$ (97,994.31) | -98.81% |
| 43400 | Business Licenses/Registration | \$ 640.00 | \$ 2,600.00 | \$ (1,960.00) | -75.38% |
| 43500 | Liquor Licenses | \$ 250.00 | \$ - | \$ 250.00 | |
| 43800 | Zoning Permits | \$ 102.05 | \$ 64,738.10 | \$ (64,636.05) | -99.84% |
| 43900 | Other Licenses and Permits | \$ 30.00 | \$ - | \$ 30.00 | #DIV/0! |
| 44190 | Rental Fees | \$ 1,200.00 | \$ - | | |
| 44270 | Impact Fees | \$ - | \$ 596.21 | \$ (596.21) | -100.00% |
| 44990 | Other Charges for Services | \$ 97.02 | \$ 4,540.18 | \$ (4,443.16) | -97.86% |
| 45050 | Parking Fines | \$ 25.00 | \$ 75.00 | \$ (50.00) | -66.67% |
| 46030 | Interest Income | \$ 23,180.98 | \$ 28,383.10 | \$ (5,202.12) | -18.33% |
| 46040 | Investment Income | \$ 772.28 | \$ 971.92 | \$ (199.64) | -20.54% |
| 46900 | Miscellaneous - Other | \$ 25,900.75 | \$ 24,597.60 | \$ 1,303.15 | 5.30% |
| 47090 | State - EMS Grant (DOH) | \$ - | \$ - | \$ - | #DIV/0! |
| 47120 | State Law Enforcement Approp | \$ - | \$ - | \$ - | #DIV/0! |
| 47140 | Small Cities Assistance (TRD) | \$ - | \$ - | \$ - | #DIV/0! |
| 47100 | State - Fire Marshall Allotmen | \$ - | \$ - | \$ - | #DIV/0! |
| 47110 | State - Law Enforcement Protec | \$ - | \$ - | \$ - | #DIV/0! |
| 47200 | State Water Trust Board Grants | \$ 17,411.32 | \$ - | \$ 17,411.32 | #DIV/0! |
| 41300 | Lodgers' Tax | \$ 15,930.14 | \$ 18,348.58 | \$ (2,418.44) | -13.18% |
| 42300 | Gas Tax for General Purposes | \$ 417.00 | \$ 417.00 | \$ - | 0.00% |
| 42601 | Motor Vehicle Fees | \$ 2,119.30 | \$ 1,974.76 | \$ 144.54 | 7.32% |
| 47499 | Other State Grants | \$ - | \$ 7,539.20 | \$ (7,539.20) | -100.00% |
| 47300 | Legislative Appropriation | \$ - | \$ 20,150.00 | \$ (20,150.00) | -100.00% |
| 47398 | Other State Distributions | \$ - | \$ - | \$ - | #DIV/0! |
| 47399 | Other State Distributions (res | \$ 12,680.87 | \$ 15,981.36 | \$ (3,300.49) | -20.65% |
| 42700 | Cannabis Excise Tax | \$ 112.60 | \$ - | \$ 112.60 | #DIV/0! |
| 46050 | Joint Powers Agreement Income | \$ 22,017.82 | \$ - | \$ 22,017.82 | #DIV/0! |
| 46010 | Contributions/Donations | \$ 1,083.00 | \$ - | \$ 1,083.00 | #DIV/0! |
| 44220 | Water Use Fees | \$ 1,400.07 | \$ 12,931.23 | \$ (11,531.16) | -89.17% |
| 44230 | Utility Service Fees | \$ 3,266.82 | \$ 51,724.89 | \$ (48,458.07) | -93.68% |
| 44240 | Utility Connectin Fees | \$ - | \$ - | \$ - | #DIV/0! |
| Total Income | | \$ 198,972.39 | \$ 466,769.09 | \$ (267,796.70) | -57.37% |

Lodger's Tax

CURRENT RATE = 5%

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

LODGERS' TAX

| | July | August | September | October | November | December | January | February | March | April | May | June |
|---------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| FY 2015 | \$2,492.93 | \$6,804.83 | \$15,377.68 | \$9,451.74 | \$6,196.45 | \$7,739.68 | \$48,605.50 | \$66,074.56 | \$67,834.16 | \$75,221.00 | \$5,450.60 | \$1,138.28 |
| YTD | \$2,492.93 | \$9,297.76 | \$24,675.44 | \$34,127.18 | \$40,323.63 | \$48,063.31 | \$96,668.81 | \$162,743.37 | \$230,577.53 | \$305,798.53 | \$311,249.13 | \$312,387.41 |
| FY 2016 | \$3,159.70 | \$22,368.20 | \$9,450.74 | \$5,746.17 | \$4,197.87 | \$9,297.58 | \$53,807.00 | \$72,513.85 | \$76,593.23 | \$71,244.05 | \$3,250.86 | \$2,501.47 |
| YTD | \$3,159.70 | \$25,527.90 | \$34,978.64 | \$40,724.81 | \$44,922.68 | \$54,220.26 | \$108,027.26 | \$180,541.11 | \$257,134.34 | \$328,378.39 | \$331,629.25 | \$334,130.72 |
| FY 2017 | \$3,312.79 | \$6,428.45 | \$20,520.20 | \$6,104.38 | \$4,731.31 | \$5,975.60 | \$52,006.45 | \$57,922.20 | \$70,032.91 | \$81,036.07 | \$5,683.84 | \$3,145.21 |
| YTD | \$3,312.79 | \$9,741.24 | \$30,261.44 | \$36,365.82 | \$41,097.13 | \$47,072.73 | \$99,079.18 | \$157,001.38 | \$227,034.29 | \$308,070.36 | \$313,754.20 | \$316,899.41 |
| FY 2018 | \$26,463.06 | \$13,960.76 | \$11,225.88 | \$8,960.06 | \$6,207.19 | \$6,521.15 | \$71,990.70 | \$56,655.53 | \$68,454.45 | \$74,080.27 | \$1,667.88 | \$3,332.25 |
| YTD | \$26,463.06 | \$40,423.82 | \$51,649.70 | \$60,609.76 | \$66,816.95 | \$73,338.10 | \$145,328.80 | \$201,984.33 | \$270,438.78 | \$344,519.05 | \$346,186.93 | \$349,519.18 |
| FY2019 | \$8,692.23 | \$17,791.85 | \$15,936.00 | \$15,977.48 | \$11,905.77 | \$18,255.86 | \$89,403.18 | \$100,794.38 | \$105,205.05 | \$122,892.45 | \$12,426.36 | \$5,097.57 |
| YTD | \$8,692.23 | \$26,484.08 | \$42,420.08 | \$58,397.56 | \$70,303.33 | \$88,559.19 | \$177,962.37 | \$278,756.75 | \$383,961.80 | \$506,854.25 | \$519,280.61 | \$524,378.18 |
| FY2020 | \$9,107.40 | \$23,176.76 | \$18,926.00 | \$18,538.79 | \$15,121.36 | \$16,682.78 | \$100,415.47 | \$111,589.79 | \$111,413.82 | \$68,226.73 | \$472.24 | -\$453.54 |
| YTD | \$9,107.40 | \$32,284.16 | \$51,210.16 | \$69,748.95 | \$84,870.31 | \$101,553.09 | \$201,968.56 | \$313,558.35 | \$424,972.17 | \$493,198.90 | \$493,671.14 | \$493,217.60 |
| FY2021 | \$8,171.37 | \$15,170.58 | \$12,836.91 | \$17,194.52 | \$14,423.38 | \$6,231.96 | \$55,290.11 | \$42,558.56 | \$84,760.20 | \$96,555.93 | \$10,267.66 | \$7,219.30 |
| YTD | \$8,171.37 | \$23,341.95 | \$36,178.86 | \$53,373.38 | \$67,796.76 | \$74,028.72 | \$129,318.83 | \$171,877.39 | \$256,637.59 | \$353,193.52 | \$363,461.18 | \$370,680.48 |
| FY2022 | \$18,245.95 | \$38,815.26 | \$26,765.37 | \$22,996.72 | \$22,728.29 | \$23,037.99 | \$110,392.10 | \$131,470.22 | \$148,781.28 | \$158,043.82 | \$17,101.43 | \$6,264.48 |
| YTD | \$18,245.95 | \$57,061.21 | \$83,826.58 | \$106,823.30 | \$129,551.59 | \$152,589.58 | \$262,981.68 | \$394,451.90 | \$543,233.18 | \$701,277.00 | \$718,378.43 | \$724,642.91 |
| FY2023 | \$17,714.27 | \$29,642.49 | \$26,135.01 | \$29,754.45 | \$25,300.02 | \$22,079.15 | \$117,615.32 | \$133,713.55 | \$136,996.72 | \$135,113.91 | \$24,434.95 | \$7,546.81 |
| YTD | \$17,714.27 | \$47,356.76 | \$73,491.77 | \$103,246.22 | \$128,546.24 | \$150,625.39 | \$268,240.71 | \$401,954.26 | \$538,950.98 | \$674,064.89 | \$698,499.84 | \$706,046.65 |
| FY2024 | \$15,690.29 | \$29,101.64 | \$25,637.57 | \$27,515.65 | \$20,581.13 | \$18,825.49 | \$101,428.16 | \$123,107.15 | \$142,151.41 | \$146,838.89 | \$11,996.85 | \$8,402.25 |
| YTD | \$15,690.29 | \$44,791.93 | \$70,429.50 | \$97,945.15 | \$118,526.28 | \$137,351.77 | \$238,779.93 | \$361,887.08 | \$504,038.49 | \$650,877.38 | \$662,874.23 | \$671,276.48 |
| FY2025 | \$18,348.58 | \$28,047.57 | \$25,091.73 | \$21,772.28 | \$19,834.62 | \$16,553.37 | \$95,534.29 | \$113,692.46 | \$131,370.42 | \$111,947.04 | \$33,128.35 | \$13,102.90 |
| YTD | \$18,348.58 | \$46,396.15 | \$71,487.88 | \$93,260.16 | \$113,094.78 | \$129,648.15 | \$225,182.44 | \$338,874.90 | \$470,245.32 | \$582,192.36 | \$615,320.71 | \$628,423.61 |
| FY2026 | \$15,930.14 | | | | | | | | | | | |
| YTD | \$15,930.14 | \$15,930.14 | \$15,930.14 | \$15,930.14 | \$15,930.14 | \$15,930.14 | \$15,930.14 | \$15,930.14 | \$15,930.14 | \$15,930.14 | \$15,930.14 | \$15,930.14 |

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

VILLAGE OF TAOS SKI VALLEY
GROSS RECEIPTS & LODGER'S TAX COLLECTION SUMMARY

Gross Receipts Tax

CURRENT RATE = 9.3125%

GROSS RECEIPTS

| | July | August | September | October | November | December | January | February | March | April | May | June |
|---------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|----------------|----------------|----------------|----------------|
| FY 2015 | \$50,101.37 | \$20,302.81 | \$45,180.40 | \$67,963.83 | \$54,978.94 | \$102,903.79 | \$88,137.83 | \$228,895.80 | \$200,123.07 | \$208,944.00 | \$231,566.84 | \$70,845.96 |
| YTD | \$50,101.37 | \$70,404.18 | \$115,584.58 | \$183,548.41 | \$238,527.35 | \$341,431.14 | \$429,568.97 | \$658,464.77 | \$858,587.84 | \$1,067,531.84 | \$1,299,098.68 | \$1,369,944.64 |
| FY 2016 | \$37,891.82 | \$20,239.04 | \$97,742.38 | \$25,839.07 | \$197,397.64 | \$95,985.99 | \$224,614.99 | \$103,161.00 | \$166,682.00 | \$180,838.00 | \$201,624.53 | \$38,366.93 |
| YTD | \$37,891.82 | \$58,130.86 | \$155,873.24 | \$181,712.31 | \$379,109.95 | \$475,095.94 | \$699,710.93 | \$802,871.93 | \$969,553.93 | \$1,150,391.93 | \$1,352,016.46 | \$1,390,383.39 |
| FY 2017 | \$119,909.94 | \$55,423.48 | \$87,873.13 | \$142,357.47 | \$41,995.22 | \$148,618.10 | \$142,636.32 | \$187,613.18 | \$204,129.97 | \$165,451.68 | \$208,890.93 | \$76,774.96 |
| YTD | \$119,909.94 | \$175,333.42 | \$263,206.55 | \$405,564.02 | \$447,559.24 | \$596,177.34 | \$738,813.66 | \$926,426.84 | \$1,130,556.81 | \$1,296,008.49 | \$1,504,899.42 | \$1,581,674.38 |
| FY 2018 | \$29,864.17 | \$48,702.07 | \$58,630.68 | \$75,354.62 | \$89,599.77 | \$118,550.59 | \$207,717.57 | \$250,972.85 | \$212,959.98 | \$187,022.24 | \$243,419.70 | \$35,925.42 |
| YTD | \$29,864.17 | \$78,566.24 | \$137,196.92 | \$212,551.54 | \$302,151.31 | \$420,701.90 | \$628,419.47 | \$879,392.32 | \$1,092,352.30 | \$1,279,374.54 | \$1,522,794.24 | \$1,558,719.66 |
| FY2019 | \$54,483.94 | \$55,106.22 | \$86,640.50 | \$136,554.40 | \$141,644.03 | \$189,464.82 | \$258,317.57 | \$323,305.93 | \$301,671.26 | \$252,340.78 | \$319,694.92 | \$86,838.09 |
| YTD | \$54,483.94 | \$109,590.16 | \$196,230.66 | \$332,785.06 | \$474,429.09 | \$663,893.91 | \$922,211.48 | \$1,245,517.41 | \$1,547,188.67 | \$1,799,529.45 | \$2,119,224.37 | \$2,206,062.46 |
| FY2020 | \$73,181.77 | \$83,775.61 | | | \$88,409.53 | \$146,106.99 | \$125,934.38 | \$319,335.98 | \$239,931.17 | \$274,561.13 | \$264,594.35 | \$36,980.50 |
| YTD | \$73,181.77 | \$73,181.77 | \$156,957.38 | \$156,957.38 | \$245,366.91 | \$391,473.90 | \$517,408.28 | \$836,744.26 | \$1,076,675.43 | \$1,351,236.56 | \$1,615,830.91 | \$1,652,811.41 |
| FY2021 | \$68,159.90 | \$74,233.88 | \$46,486.94 | \$82,049.26 | \$89,940.38 | \$149,265.06 | \$122,193.28 | \$251,925.28 | \$236,440.15 | \$214,210.24 | \$289,075.34 | \$55,873.27 |
| YTD | \$68,159.90 | \$142,393.78 | \$188,880.72 | \$270,929.98 | \$360,870.36 | \$510,135.42 | \$632,328.70 | \$884,253.98 | \$1,120,694.13 | \$1,334,904.37 | \$1,623,979.71 | \$1,679,852.98 |
| FY2022 | \$68,717.19 | \$41,194.60 | \$84,767.28 | \$114,462.17 | \$87,852.52 | \$130,134.55 | \$101,812.08 | \$288,224.10 | \$264,254.52 | \$288,432.00 | \$387,016.42 | \$60,037.50 |
| YTD | \$68,717.19 | \$109,911.79 | \$194,679.07 | \$309,141.24 | \$396,993.76 | \$527,128.31 | \$628,940.39 | \$917,164.49 | \$1,181,419.01 | \$1,469,851.01 | \$1,856,867.43 | \$1,916,904.93 |
| FY2023 | \$54,648.70 | \$35,075.40 | \$68,454.10 | \$80,723.22 | \$126,212.90 | \$125,573.69 | \$142,615.65 | \$296,312.84 | \$293,244.12 | \$267,784.55 | \$346,834.02 | \$55,904.39 |
| YTD | \$54,648.70 | \$89,724.10 | \$158,178.20 | \$238,901.42 | \$365,114.32 | \$490,688.01 | \$633,303.66 | \$929,616.50 | \$1,222,860.62 | \$1,490,645.17 | \$1,837,479.19 | \$1,893,383.58 |
| FY2024 | \$77,579.64 | \$40,289.61 | \$98,554.84 | \$140,391.56 | \$171,645.23 | \$176,712.83 | \$77,799.85 | \$311,401.34 | \$335,799.64 | \$268,969.17 | \$328,037.21 | \$90,293.01 |
| YTD | \$77,579.64 | \$117,869.25 | \$216,424.09 | \$356,815.65 | \$528,460.88 | \$705,173.71 | \$782,973.56 | \$1,094,374.90 | \$1,430,174.54 | \$1,699,143.71 | \$2,027,180.92 | \$2,117,473.93 |
| FY2025 | \$70,564.27 | \$47,044.25 | \$129,587.46 | \$106,414.29 | \$74,152.37 | \$137,549.12 | \$127,474.28 | \$283,310.29 | \$230,799.30 | \$229,050.49 | \$298,006.65 | \$40,638.53 |
| YTD | \$70,564.27 | \$117,608.52 | \$247,195.98 | \$353,610.27 | \$427,762.64 | \$565,311.76 | \$692,786.04 | \$976,096.33 | \$1,206,895.63 | \$1,435,946.12 | \$1,733,952.77 | \$1,774,591.30 |
| FY2026 | \$48,936.72 | | | | | | | | | | | |
| YTD | \$48,936.72 | \$48,936.72 | \$48,936.72 | \$48,936.72 | \$48,936.72 | \$48,936.72 | \$48,936.72 | \$48,936.72 | \$48,936.72 | \$48,936.72 | \$48,936.72 | \$48,936.72 |

Current month GRT collections reflects money generated 2 months prior.

*Funds in this sheet are recorded as cash received

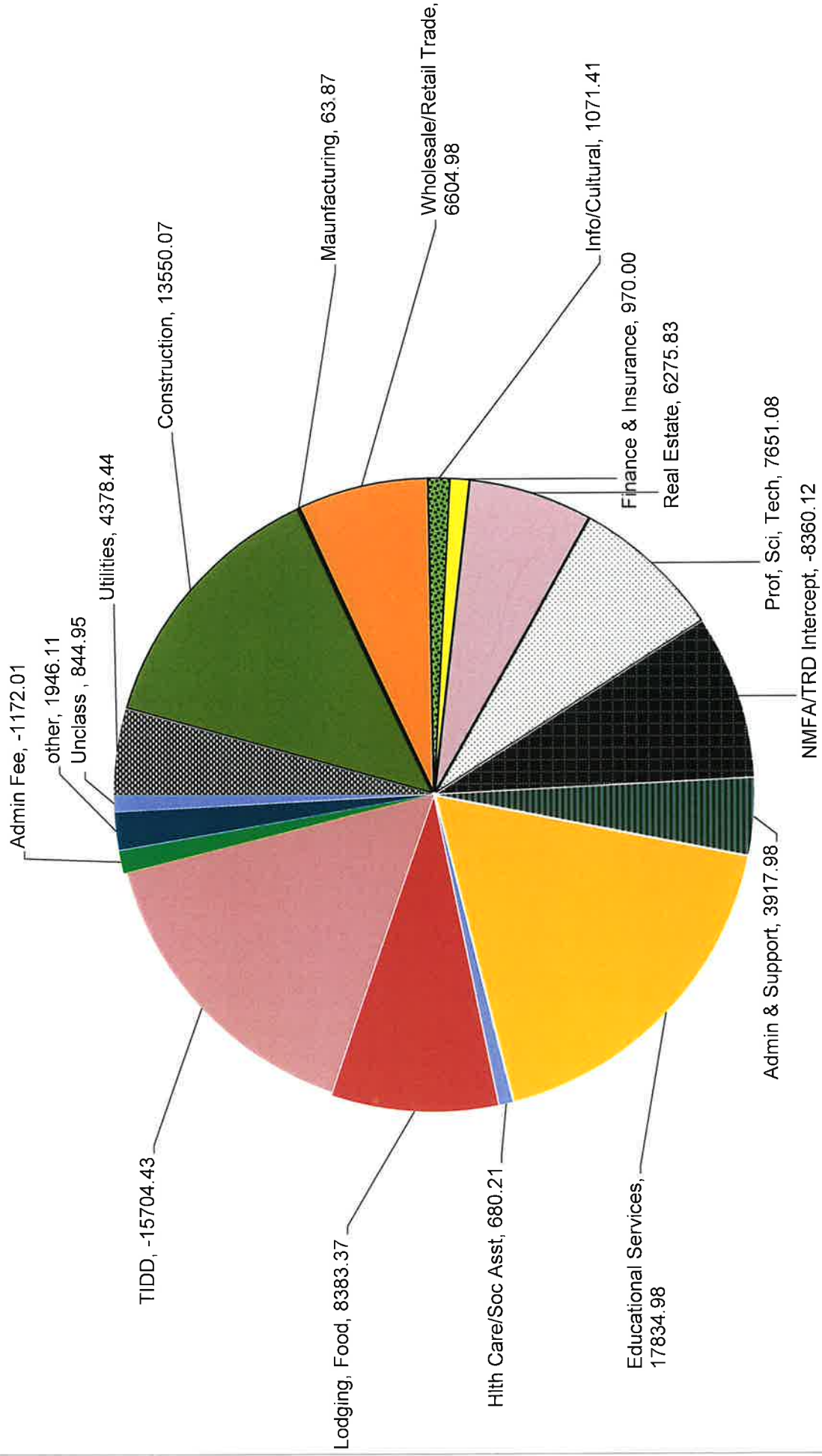
FY2025 & FYTD2026 TIDD GRT Distribution

| Date | TIDD | | TIDD | | TIDD | | TIDD | | VTSV | | Hold Harmless | | VTSV net cash |
|------------|----------------|-----------------|-------------|-----------|--------------|-----------|------------|--|------|--|---------------|--------------|---------------|
| | VTSV Increment | State Increment | Admin Fees | Pay Backs | Total TIDD | Offsets | GRT | | | | | | |
| 7/18/2024 | 64,262.72 | 47,566.30 | (1,209.51) | | 110,619.51 | 8,360.12 | 14,829.97 | | | | | 70,564.27 | |
| 8/22/2024 | 72,423.92 | 53,606.76 | (1,363.11) | | 124,667.57 | 8,360.12 | 13,204.43 | | | | | 47,044.25 | |
| 9/18/2024 | 191,801.51 | 141,971.22 | (3,609.95) | | 330,162.78 | 8,360.12 | 34,036.94 | | | | | 129,587.46 | |
| 10/28/2024 | 94,325.03 | 69,819.16 | (1,775.32) | | 162,368.87 | 8,360.12 | 21,629.97 | | | | | 106,414.29 | |
| 11/22/2024 | 55,069.19 | 40,761.98 | (1,036.47) | | 94,794.70 | 8,306.12 | 14,241.64 | | | | | 74,152.37 | |
| 12/18/2024 | 83,749.24 | 62,010.66 | (1,576.27) | | 144,183.63 | 8,306.12 | 23,816.10 | | | | | 137,549.12 | |
| 1/17/2025 | 95,545.35 | 70,720.91 | (1,798.29) | | 164,467.97 | 8,306.12 | 23,975.66 | | | | | 127,474.28 | |
| 2/18/2024 | 217,354.32 | 160,883.52 | (4,090.88) | | 374,146.96 | 8,306.12 | 52,673.04 | | | | | 283,310.29 | |
| 3/20/2025 | 143,145.84 | 105,936.68 | (2,694.18) | | 246,388.34 | 8,306.12 | 39,564.71 | | | | | 230,799.30 | |
| 4/17/2025 | 159,104.48 | 117,765.52 | (2,994.55) | | 273,875.45 | 8,306.12 | 41,005.33 | | | | | 229,050.49 | |
| 5/16/2025 | 171,685.87 | 127,268.52 | (3,228.76) | | 295,725.63 | 8,306.12 | 49,494.40 | | | | | 298,006.65 | |
| 6/16/2025 | 33,724.57 | 24,962.80 | (634.74) | | 58,052.63 | 8,306.12 | 8,567.07 | | | | | 40,638.53 | |
| TOTAL FY25 | 1,382,192.04 | 1,023,274.03 | (26,012.03) | - | 2,379,454.04 | 99,889.44 | 337,039.26 | | | | | 1,774,591.30 | |
| 7/17/2025 | 15,704.43 | 12,285.80 | (287.97) | | 27,702.26 | 8,360.12 | 7,590.32 | | | | | 48,936.72 | |

| | | | | | | | | | | | | | |
|----------------------------|---------------------|---------------------|--|---------------------|--|--|----------------------|--|-------------------|--|---------------------|--|----------------------|
| TOTAL FY2016-FY2025 | 9,637,115.40 | 8,244,785.24 | | (163,530.00) | | | 17,538,142.11 | | 776,235.06 | | 2,318,056.67 | | 17,123,125.59 |
|----------------------------|---------------------|---------------------|--|---------------------|--|--|----------------------|--|-------------------|--|---------------------|--|----------------------|

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

Village of Taos Ski Valley Gross Receipts Distribution collected for May 2025 received in July 2025



CONSENT AGENDA ITEMS

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2025-33**

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL
ASSISTANCE AND PROJECT APPROVAL TO THE
WATER TRUST BOARD AND NEW MEXICO FINANCE AUTHORITY**

WHEREAS, the Village Council of the Village of Taos Ski Valley ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the Village of Taos Ski Valley ("Governing Body") is authorized to apply for financing of public projects for the benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financial assistance of projects through the Water Trust Board, Water Project Fund NMSA 1978, 72-4A-5 and NMSR 1978 72-4A-9 created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Water Trust Board Authority for public projects; and

WHEREAS, the Governing Body intends to prepare final design drawings, bid, award and construct water system improvements (Water Distribution Line Replacement – Phase I, "Project") for the benefit of the Governmental unit and its citizens; and

WHEREAS, the Water Trust Board application in the amount of \$1,710,000 requires a 20% match based on the Village's MHI being equal to or greater than the States MHI. For this application, the anticipated match component is \$280,000 (\$1,425,000 in WTB Loan & Grant funds, \$280,000 in matching funds).

WHEREAS, the application process prescribed by the Authority will be completed and submitted by the Governing Body before September 11, 2025. This resolution approving submission of the completed Application to the Authority for its consideration and review is a required part of the Application process.

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

Section 1. That all action (not inconsistent with the provision hereof) therefore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the governing Body, be and the same is hereby approved and confirmed.

Section 3. That the Taos Ski Valley is committed to, and the Mayor is hereby authorized and directed to pursue obtaining the match funding needed for the project and will exhaust all options to successfully complete the funding package, including investigating waiver options provided through the Water Project Fund – Project Management Policies, latest edition.

Section 4. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangement for financing the Project.

Section 5. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 6. This resolution shall take affected immediately upon its adoption.

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF AUGUST 2025

VOTED: For _____ Against _____ Abstain _____



VILLAGE OF TAOS SKI VALLEY


Chris Stanek, Mayor

ATTEST:



Marlene Salazar
Village Clerk

NOTICE OF INTENT TO APPLY FOR 2026 WATER TRUST BOARD FUNDING

This Notice of Intent (“NOI”) serves as i) notification of the Applicant’s desire to apply for Water Trust Board (“WTB”) funding for the 2026 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority’s (“NMFA”) online application and account system, EnABLE™ (“EnABLE”) for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application.

Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants as well as the submission of the completed NOI must be sent through WTBAdmin@nmfa.net.

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned Username and temporary Password. To access EnABLE, a user will be asked to submit a correct Username and Password, as well as acknowledge certain terms of use.

I. APPLICANT INFORMATION:

| | |
|-----------------------------------|----------------------------|
| Applicant Name: | Village of Taso Ski Valley |
| Applicant Mailing Address: | PO Box 100 |
| Applicant Street Address: | 7 Firehouse Road |
| City: Taos Ski Valley | State: NM |
| County: Taos | Zip: 87525 |
| Email: rbellis@vtsv.org | Phone: 575-576-8220 |

APPLICANT LEGAL ENTITY TYPE (Check One):

| | |
|-------------------------------------|---|
| | Authority (specify): |
| <input checked="" type="checkbox"/> | Municipal or County Government Municipality |
| <input type="checkbox"/> | Mutual Domestic/Sanitary Projects Act Entity |
| | Special District (specify): |
| <input type="checkbox"/> | Tribe or Pueblo |
| <input type="checkbox"/> | Other (specify): |

| | | |
|--|---------------------|----------------------|
| APPLICANT PRIMARY CONTACT (Authorized to Submit Application and Request Access for EnABLE users) | | |
| Name: Rick Bellis | | Title: Administrator |
| Mailing Address: PO Box 100 | | |
| City: Taos Ski Valley | State: NM | Zip: 87525 |
| Email: rbellis@vtsv.org | Phone: 575-776-8220 | |

| | | |
|--|---------------------|-------------------------|
| APPLICANT SECONDARY CONTACT (Authorized to Access EnABLE Application System) | | |
| Name: Carroll Griesedieck | | Title: Finance Director |
| Mailing Address: PO Box 100 | | |
| City: Taos Ski Valley | State: NM | Zip: 87525 |
| *Email: carroll@vtsv.org | Phone: 575-776-8220 | |

**email must not duplicate primary*

| | | |
|--|---------------------|------------------------------|
| Consultant Authorized to Access EnABLE Application System | | |
| Name: Richard Runyon | | Title: Grants Administration |
| Firm: Dennis Engineering Company | | |
| Mailing Address: 6020 Indian School Road NE | | |
| City: Albuquerque | State: NM | Zip: 87110 |
| Email: richard@decnm.com | Phone: 505-281-2880 | |

| | | |
|--|---------------------|------------------|
| Consultant Authorized to Access EnABLE Application System | | |
| Name: Tappan Mahoney, PE | | Title: President |
| Firm: Dennis Engineering Company | | |
| Mailing Address: 6020 Indian School Road NE | | |
| City: Albuquerque | State: NM | Zip: 87110 |
| Email: tappan@decnm.com | Phone: 505-281-2880 | |

II. PROJECT INFORMATION

Project Name: Water Distribution Line Replacement - Phase I

Amount Requested: \$ 1,425,000

Note: Per WTB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2026 cycle is estimated to be \$162.1 million (\$24.3 million 15% CAP); requests exceeding the 15% will need to be revised at time of application submittal.

Project Type – Check One That Applies

- ☒ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Wastewater Collection, Conveyance and Treatment
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

III. PROJECT DESCRIPTION

Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.

Project Location: Taos Ski Valley

Scope of work: ☐ Planning ☒ Design ☒ Construction (Check all that apply)

Phase or Phases to be Funded:

Project Goal (35 words or less):

Replace aging water distribution infrastructure, expand distribution system to an unserved area, and provide residents/users safe & potable water.

IV. DECLARATION OF PROJECT URGENCY

| | | |
|---|------------------------------|--|
| Section 1.3 of the Water Trust Board Project Management Policies provides additional consideration to projects that are deemed Urgent. Does your project meet any of the following definitions of Urgent (check all that are applicable) and <u>attach evidence of the determination from a Cabinet Secretary or designee.</u> | | |
| Public Health Threats: Projects that address existing and imminent public health threats resulting from waterborne disease outbreak and inadequate water supply. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Safe Drinking Water Act Compliance: Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Clean Water Act Compliance: Projects that address existing and imminent public health threats from acute and chronic risk contaminants. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Wildfire Public Safety: Watershed projects that modify or break up fuels in such a way as to lessen catastrophic fire and its threat to public safety and damage to property? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Dam Safety: Projects that correct safety deficiencies identified by the Office of the State Engineer and restore dams to a satisfactory condition. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Other: Does your project address other conditions declared an emergency by the Governor of New Mexico or by a Cabinet Secretary of a state agency? If yes, briefly describe the emergency conditions: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

V. REGULATORY COMPLIANCE CHECKLIST

| | |
|---|---|
| Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations as part of the Readiness Application. Check all that are applicable for the proposed project. | |
| Water Rights (OSE): Verification of sufficient water rights as required for proposed project. | X |
| Safe Drinking Water Act Compliance (NMED-DWB): Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i> | X |
| Clean Water Act Compliance: Full compliance with Clean Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i> | |

| | |
|---|--|
| Dam Safety (OSE): Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding. | |
| Water conservation plan/drought management plan (OSE): Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan. | |

VI. APPLICATION RESOLUTION ADOPTION DATE: August 15, 2025

PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board. *Please note that the resolution is due with the application on September 11, 2025.* Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 17, 2025.

VII. ACKNOWLEDGEMENT: I have reviewed a copy of the **Water Trust Board Project Management Policies Revised and Restated as of June 25, 2025.**

I CERTIFY THAT:

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature:  _____

Highest Elected Official/Board Officer

Print Title: Mayor

Print Name: Christopher Stanek

Date: 8/15/2025

PAGE BREAK

VILLAGE OF TAOS SKI VALLEY

RESOLUTION 2025-34

**A RESOLUTION AMENDING RESOLUTION 2025-34, EXTENDING THE TERM OF
RENEWAL FOR A CONTRACT FOR SOLID WASTE SERVICES WITH WASTE
MANAGEMENT OF NEW MEXICO FOR FIVE (5) YEARS.**

WHEREAS, The Village of Taos Ski Valley is required to maintain solid waste disposal service for the Village and its residents, and

WHEREAS, the Village contract with Waste Management, Inc. expires on July 1, 2025, and was previously extended by the Village for a period of one (1) year to June 30, 2026, and

WHEREAS, the current contract/bid permits the renewal of the contract for up to an additional five (5) years, and

WHEREAS, the Village wishes to renew the contract under the current terms, which allow for an annual CPI adjusted COLA and the Village finds it advantageous at this time to extend the term for the full five (5) years,

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

The Council, by this Resolution, does hereby amend Resolution 2025-34 to reflect agreement to a renewal period of five (5) years, per the attached.

PASSED, ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY, THIS ____ DAY OF AUGUST, 2025.

Vote For: ____ Against ____ Abstain ____

VILLAGE OF TAOS SKI VALLEY

Chris Stanek, Mayor

ATTEST:

(Seal)

Marlene Salazar
Village Clerk



WM
222 S. Mill Ave., Suite 301
Tempe, AZ 85281
T: 505.891.6978
C: 505.382.3274

June 6, 2025

Rick Bellis, Administrator
Village of Taos Ski Valley
PO Box 100
Taos Ski Valley, NM 87525

Re: Contract extension and 2025 rate adjustment review

Dear Rick,

Let me say that it has been a pleasure serving you and the citizens of Taos Ski Valley during the past year. We will continue to focus on providing a high quality of service in as cost effective a manner as possible, and we appreciate your partnership.

Our current Contract with the Village is due to expire July 31, 2025, but according to Section 2. TERM OF CONTRACT the Village has the right to extend the Contract for additional five (5) year terms. We would like to mutually agree to extend the contract through July 31, 2030, and would appreciate your confirmation that this is your desire as well. The terms of this extension would remain unchanged unless you would like to propose any changes. If you have no changes to the Contract terms the signatures of both parties on this document would act as confirmation of the Contract extension.

Pursuant to Exhibit C, subsection f. we would be implementing a 2.7% Consumer Price Index (CPI) increase effective August 1, 2025. Attached is documentation from the United States Department of Labor, Bureau of Labor Statistics reflecting the March 2024 to April 2025 CPI, and I have attached an updated Exhibit C.

If you have any questions, please feel free to call me at 505-382-3274.

Sincerely,

A handwritten signature in black ink that reads "Dan Darnell".

Rick Bellis
Village Administrator
The Village of Taos Ski Valley

Dan Darnell
New Mexico Public Sector Manager
Waste Management of New Mexico

EXHIBIT "C"

COST FOR SERVICES EFFECTIVE AUGUST 1, 2025

The cost per haul shall include the total costs of providing the collection services for the collection station. This cost includes all operational, equipment transportation, and personnel costs.

VTSV Collection System. The VTSV serves an estimated population of 60 permanent residents and a large tourist population. The estimated solid waste volume from the VTSV is 10,425 loose cubic yards per year. Because of a problem with bears being attracted to dumpsters, limited space for dumpsters and steep mountain roads, the VTSV proposes to provide a 2.5 cubic yard compactor with a 40 cubic yard receiver box adjacent to its wastewater treatment plant. When a full receiver box is transported to the landfill, it shall immediately be replaced with an empty receiver box, so the compactor remains operational at all times. Also, to be included at the site is two MOR recycling roll off containers. The VTSV will provide a site with power, a concrete pad for compactor, and operating personnel as required. Power available is 230 volt, 3 phase. The VTSV will bill its customers using the compactor and remit payment to the contractor on a monthly basis.

- | | |
|---|--------------------|
| a. Cost per haul from this facility to the landfill | \$303.68 |
| Deliver fee per roll off container | \$132.01 |
| b. Cost per haul from this facility to recycling center | \$301.61 |
| c. Monthly rental charge for compactor, receiving Boxes & MOR containers | \$303.68 per month |

Note: Because of the volume of solid waste generated and remote location, the Contractor shall provide and service a 30 cy roll off container for the duration of any malfunction of the compactor.

- | | |
|---|----------|
| d. Cost per haul for the 30 cy roll off container to the landfill | \$303.68 |
|---|----------|
- e. All charges are subject to New Mexico Gross Receipts Tax or the VTSV will provide the contractor with a Type 5 NTTC certificate.
- f. The above fees are authorized to increase annually on the anniversary date of this agreement based on the Consumer Price Index (CPI).

For Taos Ski Valley

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SA0.CUUS0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not
seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2014 to 2024

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 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 | 283.716 | 287.504 | 289.109 | 292.296 | 296.311 | 296.276 | 296.171 | 296.808 | 298.012 | 297.711 | 296.797 |
| 2023 | 299.170 | 300.840 | 301.836 | 303.363 | 304.127 | 305.109 | 305.691 | 307.026 | 307.789 | 307.671 | 307.051 | 306.746 |
| 2024 | 308.417 | 310.326 | 312.332 | 313.548 | 314.069 | 314.175 | 314.540 | 314.796 | 315.301 | 315.664 | 315.493 | 315.605 |
| 2025 | 317.671 | 319.082 | 319.799 | 320.795 | | | | | | | | |

| | |
|-------------------------------------|----------|
| May - 2024 through April 2025 Total | 3796.990 |
| May - 2023 through April 2024 Total | 3695.833 |
| Change in 12-Month CPI Measure | 101.157 |
| Percent Change in 12-Month CPI | 2.7% |

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**VILLAGE OF TAOS SKI VALLEY
PROFESSIONAL SERVICE CONTRACT
No. 2026-01**

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, 2025.

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, 2025, and terminate at 5:00 p.m. on June 30, 2026, 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 \$325,000.00 for Fiscal Year 2025-26 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**



DAN VAUGHAN, EXECUTIVE DIRECTOR

02-937006-00-0

CONTRACTOR'S GRT/CRS NUMBER or

74-2812036

CONTRACTOR'S FED. TAX ID NO. or SSN

VOTE FOR: _____ AGAINST _____ ABSTAIN _____

VILLAGE OF TAOS SKI VALLEY

CHRISTOPHER STANEK, MAYOR

(SEAL)

ATTEST:

MARLENE SALAZAR, VILLAGE CLERK

Lodgers Tax Expenditure Application Form Fiscal Year 2023-2024

1. Amount of 2024-25 Funding Requested: \$325,000

Special Projects Request \$0

Total: \$325,000

Taos Ski Valley Chamber of Commerce

Attn: Erika Northrop President of the Board; Daniel Vaughan, Chamber Executive 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 2025-2026 include:

- Advertising programs for Chamber members, video production, Summer Music Series, Content Development & Distribution
- Website Marketing & Maintenance: AI Search Engine Optimization & Marketing
- Digital Visitor Guide software licensing and content creation
- Enhance Runner experience & add races to Up & Over Trail Run Weekend
- NMTD Co-Op advertising with managed search
- Summer Ambassador program
- Date of Project: 2025-2026 fiscal year, July 1, 2025 - June 30, 2026

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

Daniel Vaughan, Chamber Executive Director

Erika Northrop, Kent Forte, Garrett Cottam, Kaela Hawari – Board Members

| | FY 2024-2025 | FY 2025-2026 |
|------------------------------|------------------------|------------------|
| Marketing Grant Disbursement | \$355,000 | \$325,000 |
| Special Projects | \$23,565 | \$0 |
| Totals | \$378,565 | \$325,000 |
| | Approved 6/1/24 | |

| | | | |
|--|---------------------|--|-----------------|
| CHAMBER MARKETING & STAFFING | | | |
| 6101 Graphic Design | \$0 | | |
| 6102 Photoshoots & Image acquisition | \$0 | | |
| 6104 Printing | \$500 | | |
| 6105 Advertising | \$7,150 | | |
| 6120 Member Services & Events Contractor | 0 | Moved to staff GL 6137 | 6137 = \$55,008 |
| 6127 Social Content development | \$1,000 | Content prod. For DVG; jackie moved to staff GL 6136 | 6136 = \$55,008 |
| 6128 Web Site Programming / Maintenance | \$6852.00 | | |
| 6129 Website Maintenance / Web Data /SEO | \$25,980.00 | Contractor | |
| 6132 Ambassadors Summer/Chamber Admin | \$46,040.00 | | |
| 6135 Marketing Director 100% | \$59,000 | | |
| 6138 Grant Payroll Tax Expense | \$51,600.00 | | |
| 6151 Postage + VG Distribution | \$500.00 | | |
| 6152 Dues, Memberships | \$500.00 | | |
| 6153 Meetings, Conventions | \$999.96 | | |
| 6154 Entertainment, Meals | \$1,464.00 | | |
| 6601 NM MMP & FLEX FUNDS GRANT | \$0.00 | | |
| Total 6100 MARKETING | \$321,501.84 | | |
| | | | |
| TRADE SHOW EXPENSES | | | |
| 6201 Entry Fees TSV Inc. | \$0 | | |
| Total 6200 TRADE SHOW EXPENSES | \$0 | | |
| | | | |
| EVENT EXPENSES | | | |
| 6301 Up & Over 10K Trail Run | \$11,000.00 | | |
| 6302 July 4th Expense | \$400.00 | | |
| 6309 Miscellaneous Music/ Event Expense | \$5,900 | | |
| Total 6300 EVENT EXPENSES | \$17,400.00 | | |

| | | | |
|---|-------------------|----------------------------------|---------------------|
| | | | |
| | | | |
| CHAMBER ADMINISTRATION EXPENSES | | 6410 Storage | \$1,392.00 |
| 6401 Supplies + Materials | \$500.00 | 6412 Rent | \$750.00 |
| 6403 Telephone | \$3,948.00 | 6415 Accounting | \$8,100.00 |
| 6404 Computer Software | \$7,981.00 | 6416 Insurance | \$1,249.92 |
| \$06405 Bank + Credit Card fees | \$700.00 | Total Admin | \$26,204.84 |
| 6406 Mileage | \$999.96 | | |
| 6408 Equipment Maintenance + Repairs | \$583.00 | MARKETING GRANT TOTAL | \$325,000.00 |
| | | Plus Special Projects | \$000.00 |

| | | | |
|--|--|--|---------------------|
| | | | \$325,000.00 |
|--|--|--|---------------------|

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**VILLAGE TAOS SKI VALLEY
PROFESSIONAL SERVICES CONTRACT
Contract #2026-02**

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 2025.

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, 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, as assigned.
 - Monthly budget transfers, as assigned.
 - Department of Finance LGBMS budget management system. Enter budgets, quarterly reporting, and adjustments, as assigned.
 - Work with new hires and Employees on PERA, health insurance, and other employee benefits.
 - Process weekly deposits for utilities and miscellaneous deposits, as assigned.
 - Weekly check run, based on Purchase Orders/Check Requisitions.
 - Reconcile the utilities revenues on a monthly and annual basis, as assigned.
 - Pay Gross Receipts Tax and State Withholding monthly (before 25th).
 - Train as backup to Finance Director.
 - Create and maintain standard operating procedures.
 - Other tasks as identified, defined, and mutually agreed upon by both parties.
 - Assist Finance Director with annual audit.
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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 relevant and required financial records and related information available to CONTRACTOR and provide supporting documentation, where needed.

Village Financial Procedures and Processes will be documented and provided to CONTRACTOR by the VILLAGE Finance Director. CONTRACTOR will be trained and supervised in-house on Village systems, software and processes until the Finance Director determines that CONTRACTOR can independently complete tasks and work remotely or is not effective. The VILLAGE will set up remote file sharing for CONTRACTOR so that CONTRACTOR may work remotely and shall provide remote support as needed.

CONTRACTOR shall install and maintain a secure internet and computer system with firewall, VPN and anti-virus software either provided by or acceptable to the VILLAGE and its IT contractor and shall provide the VILLAGE a description of the on-line security used by the CONTRACTOR.

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. 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, 2025 and terminate at 5:00 p.m. on June 30, 2026, 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 \$53.50/hour. CONTRACTOR will submit a monthly invoice to VILLAGE. CONTRACTOR will include a \$50.00 per month
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administrative fee for incidentals, phone, and e-mail support. 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 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.
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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.
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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

LISA OLSEN, Bookkeeper

CONTRACTOR'S GRT/CRS NUMBER or

CONTRACTOR'S FED. TAX ID NO. or SSN

VILLAGE OF TAOS SKI VALLEY

CHRISTOPHER STANEK, MAYOR

ATTEST:

MARLENE SALAZAR, VILLAGE CLERK

PAGE BREAK



SERVICES CONTRACT #2026-03

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 1st day of July 2025.

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. and Village Offices including first floor engine bays and office at 7 Firehouse Rd. 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 7/1/2025 and terminate at 5:00 p.m. on 6/30/2026 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 .085625% using the TIDD CRS code #20-222 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

CHRISTOPHER STANEK, VILLAGE MAYOR

ATTEST:

MARLENE SALAZAR, VILLAGE CLERK

PAGE BREAK



SERVICES CONTRACT # 2026-04

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Del Ray Baca DBA Ray's Septic Service (hereinafter CONTRACTOR") on this 30th day of June 2025.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide septic tank pumping and disposal for the 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:

There are (4) 1500 gallon tanks. The tanks are plumbed in series. The first tank has a baffle to intercept the solids. The third tank has a float switch which triggers an alarm when the tank is 80% full. The fourth tank has a float switch which triggers an alarm when the tank is 50% full. See Attachment A.

OWNER is responsible for notifying CONTRACTOR on the day that the alarm on the third tank goes off.

CONTRACTOR shall pump the tanks within 48 hours.

Per 4,000 gallon truck load, the cost will be \$900.00 per each load. If more than three services are needed per month, each additional load will be \$775.00 per load.

The CONTRACTOR shall maintain a pump log acceptable to the New Mexico Environmental Department.

The OWNER will remove the bolts from all of the manhole covers.

The OWNER will remove snow and sand the drive surfaces shown in Exhibits A & B (attached)

2. Address, email & Phone Contact. The address, email and phone number of Contractor is:
- Del Ray Baca
DBA Ray's Septic Service
PO Box 1966
El Prado, NM 87529 (575-770-2510)
sonymsw@yahoo.com
3. Term. This contract shall be effective from 7/01/2025 and terminate at 5:00 p.m. on 06/30/2026 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. 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 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 \$60,300.00 plus applicable sales of 09.4375% 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

CHRISTOPHER STANEK, MAYOR

ATTEST:

MARLENE SALAZAR, VILLAGE CLERK

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**SERVICES CONTRACT
#2026-05**

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Linda Lynch, MD., (hereinafter CONTRACTOR") on this 1st day of July, 2025.

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:

Linda Lynch, MD
P. O. Box 1408
El Prado, NM 87529
(575) 770-2439
- 3) Term. This contract shall be effective from July 1, 2025 and terminate at 5:00 p.m. on June 30, 2026 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 \$800.00 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 \$125.00 per hour. Monthly statements documenting the time spent shall be submitted to the VILLAGE for payment.

[Type here]

- 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-

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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

Linda Lynch MD
DR. LINDA LYNCH, MD
02-938238-00-6

CONTRACTOR'S GRT/CRS NUMBER or

008-34-1936
CONTRACTOR'S FED. TAX ID NO. or SSN

VILLAGE OF TAOS SKI VALLEY

CHRIS STANEK, MAYOR

ATTEST:

MARLENE SALAZAR, VILLAGE CLERK

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SERVICES CONTRACT# 2026-06

This Contract is hereby made and entered into by and between **Village of Taos Ski Valley**, a political subdivision of the State of New Mexico (hereinafter "**Village**") and **Enso Wildfire Services LLC.**, (hereinafter "**Contractor**"). For good and valuable consideration and in consideration of the provisions set forth below, the parties agree as follows:

1. **Scope of Work.** Contractor shall provide services as the Wildland Urban Interface (WUI) Coordinator for Village of Taos Ski Valley. Work will include coordinating with federal, state, and local government agencies responsible for fire management, awareness, and updating the Village Wildfire Protection Plan (CWPP) as set out in greater detail in Exhibit I, attached hereto and incorporated herein for all purposes. Contractor shall provide services as the Wildland Fire Specialist for Village. Work will include coordinating wildland fire training and response capabilities of volunteer fire departments as set out in greater detail in Exhibit I, attached hereto and incorporated herein for all purposes. This position aligns with the 2016 Village Community Wildfire Protection Plan (CWPP).

2. **Compensation.** Contractor shall provide all labor and materials to perform the scope of work described in this Contract for an amount not to exceed \$44,999.00 exclusive of New Mexico gross receipts tax (GRT). Village shall pay applicable GRT. The contractor shall be reimbursed for office supplies and education materials not to exceed One Thousand, Five Hundred dollars (\$1,500.00).

After providing services, Contractor shall direct each invoice, for hours worked, monthly to Matthew Rogers, Taos Ski Valley Fire Chief at 9 Firehouse Road, Taos Ski Valley, NM 87525. Within 7 days of receipt of an invoice, shall either certify the invoice to the Village Finance Department for payment, or notify Contractor of any defect in the invoice or the work. Within 14 days of receipt of certification for payment the Village Finance Department shall tender payment to Contractor. If payment is by mail, the date of tender shall be the postmark date.

3. **Warranty.** Contractor warrants that all materials and services supplied pursuant to this Contract shall meet the specifications contained in the Contract and exhibits and in addition shall comply with industry standards and be of merchantable quality and suitable for the purposes for which they are intended.

4. **Appropriations.** This Contract is contingent upon there being sufficient funds available for Village to appropriate funds to make payments pursuant to this Contract. Village shall be the sole and final determiner, in its sole discretion, of whether sufficient funds are available to appropriate funds for this Contract.

5. **Term.** This Contract shall be effective from the date last signed by all parties through June 30, 2026, unless terminated earlier pursuant to its terms.

6. **Termination.**

If either party fails to fulfill its obligations under this Contract in a timely and proper manner, or if either party violates any material covenant, agreement or stipulation of this Contract, the other party shall have the right to terminate the Contract by giving written notice to the party of termination which shall occur no less than 30 calendar days after the date of notice, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior the effective date of termination. The notice shall specify the effective date of the termination and the reasons therefore.

17. Records and Audit. Contractor shall keep, maintain and make available, to Village, all records, invoices, bills, etc. related to performance of this Contract for a period of no less than 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 Village or its authorized representative or agent, including federal and/or state auditors.

18. Conflict of Interest and Governmental Conduct Act. Contractor warrants that Contractor presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with Contractor's performance of services under this contract. Contractor certifies that the requirements of the

Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, public employee or former public employee have been followed.

19. Non-Discrimination. Contractor agrees that Contractor, Contractor's employees, independent contractors, agents and representatives 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. Assignment and 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 Village.

Independent contractors may only be hired by Contractor pursuant to a written contract that incorporates this Contract by reference and by which such independent contractors agree to be bound by the terms of this Contract. Executed copies of such contracts shall be provided to Village by Contractor before such independent contractors commence work.

21. Remedies for Default or Breach by Contractor. In the event that Contractor defaults on any provision of this Contract or otherwise breaches this Contract, Village, in its sole discretion, shall be entitled but not obligated to pursue any or all of the following remedies:

A. File suit and seek all damages or other remedies including injunctive relief allowed by law or equity. In the event that Village files suit, prepares to file suit, or threatens to file suit and ultimately prevails by judgment or settlement, Village shall be entitled to recover reasonable attorney fees and expenses including the reasonable value of the services provided by the Village legal department as though such services had been provided by outside counsel.

8. Terminate this Contract as provided for in the termination section above.

C. Provide Contractor with written notice of the default or breach including a period of time in which to cure the default or breach. If the default or breach is not cured within the allowed time, Village may, in its sole discretion, grant additional time in writing, or pursue any other remedy or remedies provided for in this section.

D. Withhold any payments to Contractor provided for in this Contract until the default or breach is cured and Village has received from Contractor the dollar amount necessary to compensate Village for all damages and attorney fees and expenses allowed pursuant to this Contract or by law or equity.

E. The failure of Village to pursue any remedy provided for in this section shall never be the ratification of or acquiescence in by Village of Contractor's default or breach. The remedies in this section are intended to be cumulative. None shall be in lieu of any other. Village may pursue none, one, all or any combination of the remedies provided for in this section.

22. Severability. In the event that a court of competent jurisdiction rules that any provision of this Contract is void, voidable or otherwise unenforceable, all other provisions shall remain in full force and effect that are not inconsistent with the court's ruling.

PASSED, ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS
SKI VALLEY, THIS ____ DAY OF AUGUST, 2025

VOTE FOR: ____ AGAINST: ____ ABSTAIN: ____ VILLAGE OF TAOS SKI VALLEY

(SEAL)

Chris Stanek, Mayor

ATTEST: _____
Marlene Salazar, Village Clerk

CONTRACTOR

03-SS3201-00-7

CONTRACTOR'S GRT/CRS NUMBER or

86-3934234

CONTRACTOR'S FED. TAX ID NO. or SSN

**OLD
BUSINESS**

**PUBLIC
HEARING**

VILLAGE OF TAOS SKI VALLEY
ORDINANCE 2025-03

**AN ORDINANCE ADOPTING THE ICC INTERNATIONAL PROPERTY
MAINTENANCE CODE**

WHEREAS, the Village of Taos Ski Valley, as a recognized municipal corporation in the State of New Mexico, is empowered under NMAC 1978 Chapter 3 with the authority and responsibility to oversee the health and safety of its residents, and

WHEREAS, it has come to the attention of the Village and its advisory committees and commissions that issues of the maintenance of property and existing structures within the Village at times present health, safety, and aesthetic issues that are not covered within the state recognized and Village adopted building codes, and

WHEREAS, it is the desire of the Village to be able to legally, impartially and uniformly address these issues, and

WHEREAS, the International Code Council, which develops such industry-wide codes and standards, and the State of New Mexico have promulgated and adopted for use by New Mexico municipalities and counties the ICC Property Maintenance Code (herein after, the IPMC) for said purposes, and

WHEREAS, the adoption of such an industry proven code, as opposed to the development of a local stand-alone code, provides legal and financial advantages, and

WHEREAS, both Village staff and the Planning and Zoning Commission have reviewed the IPMC and are recommending to the governing body that it be adopted by the Village, with the provision that the Village's existing appeals process be substituted for that suggested within the ICC incorporated into the adoption,

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

The Governing Body does hereby adopt the 2024 and succeeding annual updates of the ICC International Property Maintenance Code for use within the Village, and, at the recommendation of the VTSV Planning and Zoning Commission, does designate the existing VTSV appeals procedure, as specified in Ordinance 17-030 Amended Zoning Regulations and Zoning Map for the Village of Taos Ski Valley as the applicable appeals process.

The IPMC shall be implemented by the designated VTSV Code Official, who shall have experience in and be qualified in construction and code enforcement.

PASSED, ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS
SKI VALLEY, THIS ____ DAY OF AUGUST, 2025

VOTE FOR: ____ AGAINST: ____ ABSTAIN: ____

(SEAL)

VILLAGE OF TAOS SKI VALLEY

Chris Stanek, Mayor

ATTEST:

Marlene Salazar
Village Clerk

NEW BUSINESS

VILLAGE OF TAOS SKI VALLEY

RESOLUTION 2025-035

A RESOLUTION APPROVING THE PUBLICATION OF AND SCHEDULING OF A PUBLIC HEARING FOR AN ORDINANCE TO AMEND, CORRECT AND CLARIFY LANGUAGE IN ORDINANCE 2022-17: AN ORDINANCE OF THE VILLAGE OF TAOS SKI VALLEY ESTABLISHING A LOCAL CANNABIS BUSINESS LICENSE; CREATING RULES REGARDING THE ISSUANCE OF A LOCAL LICENSE; ESTABLISHING REGULATIONS FOR THE USE OF CANNABIS ON PUBLIC PROPERTY AND IN PUBLIC PLACES; LIMITING THE SALE, PRODUCTION, MANUFACTURE AND CULTIVATION OF CANNABIS AND CANNABIS INFUSED PRODUCTS TO CERTAIN ZONE DISTRICTS; LIMITING GROWING AND CULTIVATION IN RESIDENTIAL AREAS TO PERSONAL USE ONLY

WHEREAS, the Village of Taos Ski Valley, as a recognized municipal corporation in the State of New Mexico, is empowered under NMAC 1978 Chapter 3 with the authority and responsibility to oversee the health and safety of its residents, and

WHEREAS, the Village has passed Ordinance 2022-71 to regulate the licensing, sale, growing, production, and use of cannabis products within the Village, consistent with said authority, and

WHEREAS, it has come to the attention of the Village that the current ordinance contains certain formatting, language and typing errors of an administrative nature, as well as language, once implemented, that it has become clear could benefit from clarification, and

WHEREAS, staff have recommended to the Mayor and Council that the updating and cleaning-up of the language of the ordinance would make it legally clearer and easier to implement for the Village, public and the licensees,

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

The Governing Body does hereby approve and directs staff to publish, schedule a public hearing for and provide notice of said hearing before the Village Council, and make available on-line and at the Village offices the full text of both the existing cannabis ordinance and the proposed changes as recommended by staff, the community, licensees and reviewed by legal counsel. Such notice and publication shall meet the requirements of the New Mexico Open Public Meetings Act, as applicable.

PASSED, ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF TAOS SKI VALLEY, THIS ____ DAY OF AUGUST, 2025.

VOTE FOR: _____AGAINST _____ABSTAIN _____

VILLAGE OF TAOS SKI VALLEY

(SEAL)

Chris Stanek, Mayor

ATTEST:

Marlene Salazar
Village Clerk