



**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, SEPTEMBER 19, 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 AUGUST 15, 2025, REGULAR VILLAGE COUNCIL MEETING**
- 5. PRESENTATIONS**
  - A. Oath of Office Scott Freeman (New Fire Chief) & Evan Perry (Lt. Fire Fighter)
- 6. A. CITIZEN'S FORUM** –Discussion of non-agenda items only. Limited to 5 minutes per person. (Please email [msalazar@vtsv.org](mailto: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 August, per Village Administrator's Report)
  - C. Taos Regional Landfill (TRF) (Meeting Thursday, per Village Administrator's Report)
  - D. North Central Regional Transit District (NCRTD) (Met in August, 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) (Met in September re: wildfire efforts, no report)
  - H. San Juan Chama Water Contractor's Association (SJCCA) (per Village Administrator's Report)  
Summer Triannual Convention met in Taos, with site visit, meetings in and presentation by 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 2025-36:** A RESOLUTION REQUESTING A BUDGET ADJUSTMENT TO THE FY2026 BUDGET (BAR) INCREASING BUDGETED EXPENSES IN THE CANNABIS REGULATION ACT FUND TO REFLECT ANTICIPATED FY26 CANNABIS ADMINISTRATIVE FEES CHARGED.

**B. VTSV CONTRACT 2026-07:** MUNIBILLING UTILITY BILLING SOLUTIONS SOFTWARE: REQUESTING APPROVAL OF AN AGREEMENT WITH MUNIBILLING UTILITY BILLING SOLUTIONS SOFTWARE SUBSCRIPTION FOR THE PERIOD OF 5 YEARS, AS SPECIFIED PER THE AGREEMENT WITH A SUBSCRIPTION FEE PER INVOICE CYCLE OF \$1278.00 FOR UP TO 275 SERVICE LOCATIONS BILLED, ANY ADDITIONAL SERVICE LOCATIONS WILL BE BILLED AT \$240.00 FOR EACH 50 SERVICE LOCATION INCREMENTS.

**C. VTSV CONTRACT 2026-08:** WATER AND WASTEWATER RATE STUDY; A CONTRACT BETWEEN THE VILLAGE OF TAOS SKI VALLEY (VTSV) AND FCS, A BOWMAN COMPANY IN THE AMOUNT OF \$50,620 FOR A WATER AND WASTEWATER STUDY FOR SERVICES AS IDENTIFIED WITHIN THE CONTRACT, INCLUDING BUT NOT LIMITED TO TO A PROJECT INITIATION MEETING, DATA COLLECTION AND ANALYSIS, REVENUE REQUIREMENT ANALYSIS, COST-OF-SERVICE ANALYSIS, RATE DESIGN AND PROKJECT REVIEW MEETINGS WITH STAFF, COUNCIL AND THE PUBLIC FOR THE PERIOD 9-2-25 THROUGH 6-30-26.

## **13. OLD BUSINESS**

None

## **14 . NEW BUSINESS**

**STAFF REQUESTS THAT THE BELOW ITEM BE REMOVED FROM THE AGENDA AND THAT STAFF BE PERMITTED PREVIOUSLY APPROVED RESOLUTION 2025-035 (INCLUDED BELOW FOR REFERENCE) TO REPUBLISH AT A LATER DATE WHEN THE ORDINANCE IS AVAILABLE FOR PUBLIC INSPECTION.**

**A. ORDINANCE 2025-04:** 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

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:**

Negotiations for RFP 2025-06, Comprehensive Plan update, regarding the issue of scope and price are on-going. Consistent with NM State Procurement, the Village may, at the recommendation of the Chief Procurement Officer, reject all responses and re-RFP or Bid the contract if none of the responses received are within the scope and budget of the original RFP or are otherwise deemed unresponsive or unacceptable.

## **16. LEGAL UPDATE/STATUS REPORT**

## **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**

**OCTOBER 17, 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 meetings on Friday, October 17, 2025, at 1:00 pm in Room 102, 9 Firehouse Rd., Taos Ski Valley, NM

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 DRAFT 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, AUGUST 15, 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 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. APPROVAL OF THE MINUTES OF THE JULY 18<sup>TH</sup>, 2025, REGULAR VILLAGE COUNCIL MEETING AND THE VILLAGE COUNCIL MEETING ON JULY 25, 2025.**

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

**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](mailto:msalazar@vtsv.org) to sign up in advance so that you can be recognized)

**Christoff Brownell** spoke in regard to the road improvement project using millings, starting on Kachina Basin down the length of Twining Rd. He stated that this has been very effective with its smooth surface and help with dust control. Mr. Brownell stated it would be great to have all roads surfaced with the millings. Mr. Brownell also commended staff for running the village well despite leadership challenges.

**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.

**Amanda Straka** spoke regarding Public Hearing item 13.A., the International Maintenance Code. Ms. Straka expressed concerns and had several questions and comments about the adoption of the 2024-ICC IPMC. Specifically, she asked if the proposed maintenance code included references to grandfathering existing structures, felt that the regulations on weeds did

not fit the Ski Valley culture, and suggested that the code incorporate bear safety and trash regulations as well as combining the dark sky ordinance into the document.

## **7. COMMITTEE REPORTS**

**A. Planning & Zoning Commission (Mayor Pro Tem Tom Wittman)** Board Chair Wittman stated no meeting was held in August 2025. The next meeting will be scheduled for September 8, 2025, at 1:00 pm.

**B. Public Safety Committee (Councilman Henry Caldwell)** Committee Chair Caldwell reported a meeting was held in August 2025, but there was not a quorum present. Items discussed were the need to integrate the avalanche ordinance study from three years ago into the zoning ordinance. The next meeting scheduled will be on September 8, 2025, at 1:00 p.m.

**C. Firewise Community Board (Councilman Henry Caldwell)** No reports

**D. Parks & Recreation Committee (Joan Woodard)** Committee Chair Woodard reported on Parks and Recreation Committee's site visit to Kachina Vista Park on July 21, 2025, which included plans for cleanup. Also discussed were trail improvements, and addressing avalanche hazards with proper signage.

**E. Lodger's Tax Advisory Board (Councilman Chris Stagg)** No reports

**F. TIDD (Mayor Pro Tem Tom Wittman)** Board Chair Wittman reported that the TIDD board met with Judge Emilio Chavez in obtaining a summary judgement in regard to the IPRA complaint. Judge Chavez requested additional information. The next court date will be scheduled for October 2025.

## **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.

**Administrator Bellis** stated all reports were included in the Council Packet. Administrator Bellis reported on Regional Report (H). The Village will host the San Juan Chama Water Contractors Association meeting on August 26<sup>th</sup>, 2025.

## **9. MAYOR'S REPORT (Mayor Chris Stanek)** Mayor Stanek highlighted the recent progress on the roads, property issues, and the retirement of the overhead powerlines. Mayor Stanek also complimented Rick and the team for their progress and also praised the Chamber of Commerce for the successful "Up and Over" event which sold out and attracted many out-of-state visitors.

## **10. ADMINISTRATOR AND STAFF REPORTS Attached. (Rick Bellis, Village Administrator)**

Administrator Bellis reported about and complimented the Public Works Department on doing an outstanding job. The mystery of the missing million gallons of water per month has been solved - it was a leak in the fire suppression system at Wheeler Peak Condos, accounting for about 90% of the water loss from the Kachina tank. The Village will continue to monitor the water leak repairs at the Wheeler Peak Condos to confirm the issue is resolved to everyone's satisfaction. The Public Works Department is making progress on road improvements using millings, with plans to apply a mag-chloride mix before snowfall to help anchor the material, which should eventually create a surface similar to the better maintained Forest Service roads. The Kit Carson Electric microgrid project is underway. The Village will be leveling the lot for the microgrid project and has allocated additional space for the project for future expansion and alternative recharging options, such as solar or hydrogen.

## **11. FINANCE REPORT**

Attached. (Carroll Griesedieck, Village Finance Officer)

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

**Finance Director Griesedieck** reported that the gross receipts tax is down 31% from last year due to lack of construction, while lodgers' tax and property tax collections are also slightly down. Director Griesedieck reports that two grants have been reauthorized allowing reimbursement. The reimbursement requests have been filed. Due to the slow start of the fiscal year and large opening balance expenses, including an increased annual insurance payment, it was necessary to move \$400,000 from reserves into operating to support the general fund.

**Councilman Stagg** discussed remaining funds from various water infrastructure grants. Director Griesedieck stated there is approximately \$260,000 left for water line repairs, \$30,000 for Kachina area water lines, \$60,000 for hydrants, and \$200,000 for the booster pump grant, most of which expire in 2026 or 2027.

## **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

**D. 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.

**E. 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.

**F. 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.

**G. 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.

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

### 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.**

**Amanda Straka** previously spoke earlier in the meeting in regard to the Ordinance in the Citizens Forum portion of the meeting.

**Administrator Bellis** explained that the code primarily addresses building exteriors and exterior property and would be enforced by a council-appointed code official. Administrator Bellis clarified that the code would serve as a foundation for enforcement of existing ordinances, with an appeals process through the planning commission and governing body. He emphasized that enforcement would be complaint-driven and focused on encouraging the voluntary addressing of safety concerns rather than being punitive, with the goal of resolving issues as quickly and amicably as possible between neighbors.

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

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

### 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.

**DISCUSSION:** Administrator Bellis reported that the changes are mainly to clean up typos and adjust fee language to reference an annual fee schedule rather than specific amounts.

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

## **15. OTHER BUSINESS**

### **A. PROCUREMENT ANNOUNCEMENTS:**

**Administrator Bellis** reported that 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., 2<sup>nd</sup> Floor.

RFP 2025-08 for utility trenching for underground electrical service received no responses and will be awarded to Anchor Built 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**

**Administrator Bellis** reports that the title issues on Firehouse have been resolved. The Village is now the new owner of the old Firehouse.

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

**Administrator Bellis** reports the Post Office is ready to open. Attorney Appel and Administrator Bellis will be in touch with the Post mistress on the final opening details.

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

**Administrator Bellis** reported negotiations are underway to extend the agreement for the current meeting space.

## **17. POSSIBLE CLOSED SESSION**

### **MOTION TO MOVE INTO CLOSED SESSION:**

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

**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**

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
Mayor Chris Stanek

\_\_\_\_\_  
Village Clerk, Marlene Salazar

# PRESENTATIONS/ OATH OF OFFICE



## **VILLAGE OF TAOS SKI VALLEY**

### **OATH OF OFFICE**

I, Scott Freeman having been appointed to the  
office of Fire Chief of the Village of Taos Ski Valley  
of Taos County, State of New Mexico, do solemnly affirm  
that I will uphold the Constitution of the United States, the  
Constitution and laws of the State of New Mexico, and the laws  
of the Village of Taos Ski Valley and will faithfully and impartially  
discharge the duties of said office to the best of my ability.

(signature)

Administered this 19<sup>th</sup> day of September 20 25.

Mayor Chris Stanek





## VILLAGE OF TAOS SKI VALLEY

### OATH OF OFFICE

I, Evan Perry having been appointed to the  
(name)

office of Lt. Fire Fighter of the Village of Taos Ski Valley  
of Taos County, State of New Mexico, do solemnly affirm

that I will uphold the Constitution of the United States, the  
Constitution and laws of the State of New Mexico, and the laws  
of the Village of Taos Ski Valley and will faithfully and impartially  
discharge the duties of said office to the best of my ability.

\_\_\_\_\_  
(signature)

Administered this 19 day of September 2025

\_\_\_\_\_  
Mayor Chris Stanek

# ADMINISTRATOR & STAFF REPORTS



## VILLAGE ADMINISTRATOR'S REPORT

SEPTEMBER 19, 2025

Mayor and Council,

Please find below the Village Manager's September 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, TSVI, and officials of other government entities, including Town of Taos, USFS, OSE, and others.
- **Site Visits:** Performed multiple site visits, for code inspection violations for parking on roads, constituent complaints, and several development proposals (Certificates of Compatibility)
- **Events Permits:** One (1) new event permit was 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.
- **Long-term Planning:** Working on several inter-jurisdictional plans previously discussed with Council for a Trails Master Plan, Comprehensive Plan Update, debt restructuring, regional recycling facility/program, and a joint recreational management district.
- **Ordinances:** Reviewing the Marijuana Ordinance and several others for language and formatting issues and to remove and update the specified fees into a single consolidated annually approved fee schedule. Staff were unable to complete the required changes in time for hearing this month and will be requesting that the hearing be continued and readvertised.



## **VILLAGE ADMINISTRATOR'S REPORT**

**SEPTEMBER 19, 2025**

### **CODE OFFICIAL:**

- Conducted investigations of two construction sites for possible violations, both corrected without having to issue citations.

### **PLANNING DIRECTOR:**

- As Planning Director, currently reviewing/working with one (1) new home construction and one (1) proposed carport as well as continuing to work with contractors/homeowner's representatives and the municipal Building Official on a proposed 2-story house and a 4-lot subdivision with site related geo-tech and engineering issues.
- 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:**

- Continuing negotiations with vendor(s) for Comp Plan update.
- Finalized multiple contracts for Council approval, including Utility Billing software and Rate Study for Public Works, Civic+ for website and agenda/minutes software for Clerk and Rate
- 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:**

- Submitted 2026 Water Trust Board (WTB) application funding for Water Distribution Line Replacement for \$1,515,500.00
- 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 as well as new state platform for Capital Outlay reporting





## **VILLAGE ADMINISTRATOR'S REPORT**

**SEPTEMBER 19, 2025**

### **POST OFFICE:**

- 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.
- Leveling pad for modular office units for spring delivery of proposed administrative offices.
- 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 held a 70% completion meeting September 5th to build consensus amongst the partners of the proposed solutions. A 90% completion meeting will be held in October to review the final draft. Staff recommend that no ordinance changes be made until spring when the ordinances can be adapted to be consistent with the criteria in the USFS plan and the regional joint management district plan.

### **WEBSITE/SOFTWARE DEVELOPMENT:**

- The development process has begun. Informational exchanges and meetings between staff and the developers are scheduled for some products (utilities and billing software) and already occurring for others (agenda/minutes and website).

### **PERSONNEL:**

- Created job description for Assistant Finance Director, to include/consolidate HR/payroll responsibilities, as well as purchasing/procurement, and we have reviewed candidates and made an offer.



## **VILLAGE ADMINISTRATOR'S REPORT**

**SEPTEMBER 19, 2025**

- Will be working on the updated Personnel Policy Ordinance for presentation to Council, tentatively for January 1.
- 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 but entered into an interim solution of retaining our prior building official in a part-time capacity (8-10 hours/week).
- Completed interviews of finalists for Fire Chief, made offer and hired new Chief, hired full-time Lt./Assistant Fire Chief and Trainer.

### **UTILITIES:**

- The new meter readers and software have been installed and were used for the August billing with no errors.
- Leak detection – two separate leaks identified and corrected at a condo complex and water and fire service restored.
- Meter replacement - Replacement/upgrading of the last 4 non-conforming meters is being completed this week, allowing for uniform reporting.
- Burying electric lines – Final meeting has occurred between VTSV, KCEC and AnchorBuilt for the undergrounding for lower Amizette and two individual homes that remained from the last round.
- Wrapping up bi-weekly meetings with Dennis Engineering and TSVI on water improvements and final adjustments to water master meters before dedication of improvements under TIDD funding to VTSV, tentatively in November.
- Booster pump project should finally be completed and on-line by the time Council meeting or no later than the following week now that the new replacement pumps have arrived.

### **SOLID WASTE/RECYCLING:**

- I developed the full RFP for the Town of Taos (fiscal agent) for the Governor's Capital Outlay Appropriation of \$8,000,000 and presented the development process for the design criteria to the Town, which will be brought to the Taos Regional Landfill Board at the September 18<sup>th</sup> meeting.



## VILLAGE ADMINISTRATOR'S REPORT

SEPTEMBER 19, 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 Village continues to collect and accept green waste/slash at the VTSV collection point and chipping or burning the waste as the piles accumulate.
- We will NOT be scheduling the fall mobile on-site chipping as the Public Works crews are on an aggressive schedule before the ground freezes/snowfall to complete sewer and drain cleaning, road surface improvements, identification and approval for snow storage areas, roadway improvements to Kachina Vista Park, construction of the kachina Vista parking/picnic area, vehicle maintenance and winterizing, security camera and gate installation, and leveling of pad areas for the microgrid and proposed Village Office complex, which have been set back by the significant and frequent rains of the past few weeks.

### ROADS:

We continue to work on the application of millings to Twinning Road and will be adding a late fall application of mag chloride, improving drainage, as well as constructing berms and placing boulders on dangerous corners where practical.

Respectfully submitted this 15<sup>th</sup> day of September, 2025

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

*Rick Bellis*

Village Administrator

Email: [rbellis@vtsv.org](mailto:rbellis@vtsv.org)

Phone/text: (575) 776-4791

**PAGE BREAK**

## **Monthly Accomplishments August 2025**

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

### **Police**

- Operation plans for the Up and Over Race were executed. This event was held on August 2, 2025, without any incidents
- We attended the Alcohol Awareness event hosted by the Taos DWI Committee (of which I am an active board member). Two VTSV-PD units were on display. This event took place on August 1, 2025. This event was a success, and a lot of people attended it.
- Operation plans and scheduling for the upcoming Bull of the Woods Trail Races were conducted.
- 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.
- Lt. Salazar and I were out from the middle of month for several weeks due to medical conditions/procedures. Officer Hutter and Officer Tafoya, were able to cover the shifts although they had several calls that require a lot of follow-ups. The department should be back to full staff by the middle of August.

## **Fire/EMS & SAR**

Scott Freeman was promoted from Assistant Fire Chief to Fire Chief.

Some credentials were obtained for Fire safety officer, Fire 1-2, Fire inspector, Fire cause determination, Fire instructor 1-2-3.

FF. Evan Perry, Firefighter 1-2, Instructor1.

Evan and Scott Start on 15<sup>th</sup>.

Saving money!

We will not have an assistant Fire Chief Evan and Scott will split those responsibilities.

Saving money

We're writing grant for replacement engine 312, It has aged out.

Move E315 to take the place of engine 312 up at station 2,

Station 2 gives us better insurance rates ISO points.

Scott had a meeting with Jared EMS director and Garrett wildland coordinator.

We are committed to finding new revenue streams for both volunteers and paid staff.

Volunteers could benefit from the safer grant in the amount of \$25,000. This will replenish the funds VTSV used last year's SAFER grant. Garrett is working on that.

Grants are due this Friday.

VTSV has Aidan Giroso going through the County 4-day mini academy

Evan Perry is an instructor at the County Mini Academy.

**Thank you to the administrative staff for making the transition to Fire Chief.**

Assistant Fire Chief

Scott Freeman





# TAOS CENTRAL DISPATCH

## Incidents Assigned as Responsible Officer

---

Officer: GF

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Animal-Wild               | 1                      |
| <b>Total: 1</b>           |                        |

---

Officer: GONZALES A

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Abandoned Veh             | 1                      |
| <b>Total: 1</b>           |                        |

---

Officer: HUTTER J

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Citizen Assist            | 3                      |
| Disturbance               | 1                      |
| ERFPO                     | 1                      |
| Harassment                | 1                      |
| Information               | 1                      |
| Reckless Driver           | 1                      |
| SCI                       | 1                      |
| Traffic Stop              | 3                      |
| <b>Total: 12</b>          |                        |

---

Officer: SALAZAR R

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Shots Fired               | 1                      |
| Traffic Stop              | 1                      |
| <b>Total: 2</b>           |                        |

---

Officer: TAFOYA M

| <u>Nature of Incident</u> | <u>Total Incidents</u> |
|---------------------------|------------------------|
| Alarm-Res                 | 1                      |
| Animal-General            | 1                      |
| Civil Complaint           | 1                      |
| Missing Adult             | 1                      |
| Motorist Assist           | 2                      |
| Welfare Check             | 2                      |
| <b>Total: 8</b>           |                        |

**PAGE BREAK**



## PUBLIC WORKS UPDATE

September 19, 2025

- WATER

- DEC Monthly Meeting: Discussion on the water leak at Wheeler Peak Condos also went over the water loss spread sheet the number's on the water loss is not accurate due to the water line break at Wheeler Peak Condos and the Village doing the switch over to the new meter reader, also the work that needs to be completed to the PRV vaults of the install of the flow meters.
- Kevin Cisneros Collecting the regular monthly water routine samples for the month of August.
- Other Water Testing: On 6/19/25 the State New Mexico (EPA) came in and did a PFAS test on the Village drinking water system the results came back PFAS compounds sampled were NON- DETECT or below regulatory threshold levels.
- Meters: Gabe & Elaine found a new billing software it is called Munibilling there has been a lot of research for a software that would be compatible and that was affordable for the Village. Munibilling has a lot of features here are a few electronic payment, Notification system, Billing print service.
- Kachina Booster Station: Pumps: Arrived 9/3/25 and will be installed 9/15/25 Plummer will assist on installation and A&S will be on site also to do the electric work disconnect and reconnect of the pumps.
- Wheeler Peak Condos: The leak was not on the 6-inch line, it was on the 2-inch service lines that supply the 100 Building and 300 Building.

- Wastewater

- DMR to be Submitted September 11 for the month of August 2025. Also, the yearly Toxicity test was submitted. There were no exceedances to report.
- Prodigy is still showing up once a month and will also help enter data and review the DMR before being submitted to EPA.
- Public Works crew is doing Maintenance on the Sewer collection system that is done by Jett Rodding.

- Roads

- Asphalt Millings: 1,000 tons of millings were delivered and ready to start laying down as soon as the Jett Rodding is completed.

- Solid waste

- Rick has been working hard on the Recycling project.

- Parks & Rec

- Kachina Vista Park: Grading Road and clearing Mudd Slides Areas this get done by renting of a Bull Dozer .
- Public Works Department has been diligently working to clean the restrooms at Hiker Parking .

**Current Permit Requirements VTSV 8-2025**

| 7 day                | 45.00    | 35.70 |         | 45.00          | 35.70          |         | 3.20 | 5.34 |      | 2.25 | 1.60 |      | 235.00 | 200.00         |              | 24.9   | 27.7           | Influent Flow<br>MG |
|----------------------|----------|-------|---------|----------------|----------------|---------|------|------|------|------|------|------|--------|----------------|--------------|--------|----------------|---------------------|
| 30 day               | 30.00    | 23.80 | 6.6-8.8 | 30.00          | 23.80          |         | 3.20 | 5.34 |      | 1.50 | 1.20 |      |        |                |              | 16.6   | 41.6           |                     |
| max                  | n/a      | n/a   | n/a     | n/a            | n/a            |         | n/a  | n/a  |      | n/a  | n/a  |      |        |                |              | n/a    | n/a            |                     |
| Date                 | BOD Data | pH    | TKN     | NO3- (Nitrate) | NO2- (Nitrite) | Total P | mg/L | lb/d | mg/L | lb/d | mg/L | lb/d | Daily  | Weekly Average | Weekly Total | E Coll | Fecal          |                     |
| 1                    |          | 7.14  |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 2                    |          |       |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 3                    |          |       |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 4                    | 4.40     | 1.43  |         |                |                |         |      |      |      |      |      |      | 0.039  | 0.028          | 0.083        |        |                | 0.00                |
| 5                    |          |       |         |                |                |         |      |      |      |      |      |      | 0.002  |                |              | 1.00   | 1.00           | 0.00                |
| 6                    |          | 7.27  | 0.35    | 0.00           | 0.61           | 0.00    | 0.28 | 0.00 | 0.01 | 0.00 | 0.05 | 0.00 |        |                |              |        |                | 0.00                |
| 7                    |          | 7.22  |         |                |                |         |      |      |      |      |      |      | 0.042  |                |              |        |                | 0.00                |
| 8                    |          | 6.98  |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 9                    |          |       |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 10                   |          |       |         |                |                |         |      |      |      |      |      |      | 0.045  |                |              |        |                | 0.00                |
| 11                   |          | 6.84  |         |                |                |         |      |      |      |      |      |      | 0.043  | 0.195          |              |        |                | 0.00                |
| 12                   |          | 6.93  |         |                |                |         |      |      |      |      |      |      | 0.038  |                |              |        |                | 0.00                |
| 13                   |          | 7.05  |         |                |                |         |      |      |      |      |      |      | 0.037  |                |              |        |                | 0.00                |
| 14                   | 2.00     | 0.53  |         |                |                |         | 0.68 | 0.18 | 0.74 | 0.20 | 0.01 | 0.00 | 0.032  |                |              | 1.43   | 0.38           | 0.026               |
| 15                   |          | 7.18  |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 16                   |          |       |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 17                   |          |       |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 18                   |          | 7.31  |         |                |                |         |      |      |      |      |      |      | 0.041  | 0.194          |              | 1.00   | 1.00           | 0.00                |
| 19                   |          | 7.49  |         |                |                |         |      |      |      |      |      |      | 0.036  |                |              |        |                | 0.00                |
| 20                   | 2.00     | 0.60  |         |                |                |         | 0.65 | 0.20 | 0.70 | 0.21 | 0.99 | 0.30 | 0.036  |                |              | 2.0    | 1.65           | 0.029               |
| 21                   |          | 7.50  |         |                |                |         |      |      |      |      |      |      | 0.038  |                |              |        |                | 0.00                |
| 22                   |          | 7.37  |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 23                   |          |       |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 24                   |          |       |         |                |                |         |      |      |      |      |      |      | 0.041  |                |              |        |                | 0.00                |
| 25                   |          | 7.32  |         |                |                |         |      |      |      |      |      |      | 0.040  | 0.193          |              |        |                | 0.00                |
| 26                   |          | 7.36  |         |                |                |         |      |      |      |      |      |      | 0.039  |                |              |        |                | 0.00                |
| 27                   |          | 7.52  |         |                |                |         |      |      |      |      |      |      | 0.037  |                |              |        |                | 0.00                |
| 28                   |          | 7.63  |         |                |                |         |      |      |      |      |      |      | 0.036  |                |              |        |                | 0.00                |
| 29                   |          | 7.33  |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 30                   |          |       |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.00                |
| 31                   |          |       |         |                |                |         |      |      |      |      |      |      | 0.057  | 0.057          |              |        |                | 0.00                |
| Total                | 2.57     |       |         |                |                |         | 0.68 | 0.20 | 0.32 | 0.49 | 0.01 | 0.00 | 0.722  | 0.201          | 0.722        |        | Total Nitrogen | 0.659               |
| 7 Day Avg (MAX)      | 4.40     | 1.43  |         |                |                |         | 0.68 | 0.20 | 0.70 | 0.21 | 0.99 | 0.30 | 0.041  | 0.195          | 0.195        | 1.00   | 1.00           | 1.65                |
| 7 Day Avg (MIN)      | 2.50     | 0.86  |         |                |                |         | 0.61 | 0.13 | 0.47 | 0.11 | 0.78 | 0.16 | 0.038  | 0.14           | 0.14         | 1.00   | 1.00           | mg/L                |
| 30 Day Avg (GEOMEAN) | 0.59     | 0.35  |         |                |                |         | 0.61 | 0.13 | 0.47 | 0.11 | 0.78 | 0.16 | 0.038  | 0.144          | 0.144        | 1.00   | 1.00           | 1.40                |
|                      |          |       |         |                |                |         |      |      |      |      |      |      |        |                |              |        |                | 0.045210526         |

[illegible]

**FLOW NOTES:**

# NEW TITLE: NEW MONTH

FLOW 30 DAY AV (DMR)

FLOW 7 DAY AV (DMR)

Total Effluent for Water Consumption Report

| Influent BOD | 480.00 | 170.00 | 240.00 |
|--------------|--------|--------|--------|
|--------------|--------|--------|--------|

|              |        |        |
|--------------|--------|--------|
| Influent TSS | 152.50 | 246.25 |
|--------------|--------|--------|

# DMR Copy of Record

Form Approved OMB No. 2040-0004 expires on 07/31/2026

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

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

|   |  |                                  |  |                                    |  |                           |  |                                    |  |
|---|--|----------------------------------|--|------------------------------------|--|---------------------------|--|------------------------------------|--|
| <b>Permit</b>                             |  | <b>Permittee:</b>                |  | <b>TAOS SKI VALLEY, VILLAGE OF</b> |  | <b>Facility:</b>          |  | <b>TAOS SKI VALLEY, VILLAGE OF</b> |  |
| <b>Permit #:</b>                          |  | <b>Permittee Address:</b>        |  | <b>7 FIREHOUSE RD.</b>             |  | <b>Facility Location:</b> |  | <b>7 FIREHOUSE RD.</b>             |  |
| <b>Major:</b>                             |  | <b>Discharge:</b>                |  | <b>38 OCEAN BLVD.</b>              |  |                           |  | <b>38 OCEAN BLVD.</b>              |  |
| <b>Permitted Feature:</b>                 |  | <b>001-A</b>                     |  | <b>TAOS SKI VALLEY, NM 87525</b>   |  |                           |  | <b>TAOS SKI VALLEY, NM 87525</b>   |  |
| <b>Report Dates &amp; Status</b>          |  | <b>DMR Due Date:</b>             |  | <b>09/15/25</b>                    |  | <b>Status:</b>            |  | <b>NotDMR Validated</b>            |  |
| <b>Monitoring Period:</b>                 |  | <b>From 08/01/25 to 08/31/25</b> |  |                                    |  | <b>Telephone:</b>         |  | <b>575-776-8820</b>                |  |
| <b>Considerations for Form Completion</b> |  |                                  |  |                                    |  |                           |  |                                    |  |

|                                    |  |                |  |                              |  |
|------------------------------------|--|----------------|--|------------------------------|--|
| <b>Principal Executive Officer</b> |  | <b>Title:</b>  |  | <b>Public Works Director</b> |  |
| <b>First Name:</b>                 |  | <b>Gabriel</b> |  |                              |  |
| <b>Last Name:</b>                  |  | <b>Vasquez</b> |  |                              |  |
| <b>No Data Indicator (NODI)</b>    |  |                |  |                              |  |

| Code  | Parameter Name          | Monitoring Location     | Section # | Param. NODI | Sample                 | Permit Req. Value | Permit NODI | Quantity of Loading | Value 1       | Qualifier 1 | Value 2       | Qualifier 2 | Value 3       | Qualifier 3 | Quality or Concentration | Units   | # of Ex. Analyz. | Frequency of Analyz. | Sample Type            |
|-------|-------------------------|-------------------------|-----------|-------------|------------------------|-------------------|-------------|---------------------|---------------|-------------|---------------|-------------|---------------|-------------|--------------------------|---------|------------------|----------------------|------------------------|
| 00310 | BOD, 5-day, 20 deg. C   | 1 - Effluent Gross      | 1         | --          | Sample                 | 0.86              | --          | 23.8 30DA AVG       | 0.86          | --          | 1.43          | --          | 26-lbid       | 4.0         | --                       | 19-mg/L | 3                | 01/30 - Monthly      | 24 - 24 Hour Composite |
|       |                         |                         |           |             | Permit Req. Value NODI | 23.8 30DA AVG     | --          | 35.7 7 DA AVG       | 35.7 7 DA AVG | --          | 30.0 30DA AVG | --          | 45.0 7 DA AVG | --          | --                       | 19-mg/L | 3                | 01/30 - Monthly      | 24 - 24 Hour Composite |
| 00310 | BOD, 5-day, 20 deg. C   | G - Raw Sewage Influent | 1         | --          | Sample                 | 256.67            | --          | Req Mon 30DA AVG    | 256.67        | --          |               | --          |               |             | --                       | 19-mg/L | 3                | 01/30 - Monthly      | 24 - 24 Hour Composite |
|       |                         |                         |           |             | Permit Req. Value NODI | 256.67            | --          |                     |               | --          |               | --          |               |             | --                       | 19-mg/L | 3                | 01/30 - Monthly      | 24 - 24 Hour Composite |
| 00400 | pH                      | 1 - Effluent Gross      | 0         | --          | Sample                 | 6.84              | --          | 6.6 MINIMUM         | 6.84          | --          |               | --          |               | 7.63        | --                       | 12 - SU | 21               | 05WK - Five Per Week | GR - Grab              |
|       |                         |                         |           |             | Permit Req. Value NODI | 6.6 MINIMUM       | --          |                     |               | --          |               | --          |               | 8.9 MAXIMUM | --                       | 12 - SU | 21               | 05WK - Five Per Week | GR - Grab              |
| 00530 | Solids, total suspended | 1 - Effluent Gross      | 1         | --          | Sample                 | 0.04              | --          | 35.7 7 DA AVG       | 0.04          | --          | 35.7 7 DA AVG | --          | 45.0 7 DA AVG | --          | --                       | 19-mg/L | 2                | 01/30 - Monthly      | 24 - 24 Hour Composite |
|       |                         |                         |           |             | Permit Req. Value NODI | 23.8 30DA AVG     | --          | 35.7 7 DA AVG       | 35.7 7 DA AVG | --          | 30.0 30DA AVG | --          | 45.0 7 DA AVG | --          | --                       | 19-mg/L | 2                | 01/30 - Monthly      | 24 - 24 Hour Composite |
| 00530 | Solids, total suspended | G - Raw Sewage Influent | 1         | --          | Sample                 | 199.38            | --          | Req Mon 30DA AVG    | 199.38        | --          |               | --          |               |             | --                       | 19-mg/L | 2                | 01/30 - Monthly      | 24 - 24 Hour Composite |
|       |                         |                         |           |             | Permit Req. Value NODI | 199.38            | --          |                     |               | --          |               | --          |               |             | --                       | 19-mg/L | 2                | 01/30 - Monthly      | 24 - 24 Hour Composite |
| 00600 | Nitrogen, total [as N]  | 1 - Effluent Gross      | 2         | --          | Sample                 | 0.44              | --          | 41.6 7 DA AVG       | 0.44          | --          | 1.4           | --          | 24.9 7 DA AVG | 1.6         | --                       | 19-mg/L | 3                | 01/30 - Monthly      | 24 - 24 Hour Composite |
|       |                         |                         |           |             | Permit Req. Value NODI | 27.7 30DA AVG     | --          | 41.6 7 DA AVG       | 41.6 7 DA AVG | --          | 16.6 30DA AVG | --          | 24.9 7 DA AVG | --          | --                       | 19-mg/L | 3                | 01/30 - Monthly      | 24 - 24 Hour Composite |
|       |                         |                         |           |             | Sample                 | 0.11              | --          | 0.21                | 0.11          | --          | 0.047         | --          | 0.7           | --          | --                       | 19-mg/L |                  | 01/30 - Monthly      | 24 - 24 Hour Composite |

|       |  |                                    |   |  |    |               |                          |              |                                    |              |                |                |    |                      |                         |                           |                        |
|-------|--|------------------------------------|---|--|----|---------------|--------------------------|--------------|------------------------------------|--------------|----------------|----------------|----|----------------------|-------------------------|---------------------------|------------------------|
| 00610 | Nitrogen, ammonia total [as N]           | 1 - Effluent Gross                 | 1 | Permit<br>Req.<br>Value<br>NOD           | <= | 5.34 30DA AVG | <=                       | 3.2 30DA AVG | <=                                 | 3.2 7 DA AVG | 26 - lb/d      | 5.34 7 DA AVG  | <= | 19 - mg/L            | 3                       | 01/30 - Monthly Composite | 24 - 24 Hour Composite |
| 00665 | Phosphorus, total [as P]                 | 1 - Effluent Gross                 | 2 | Permit<br>Req.<br>Value<br>NOD           | <= | 0.01          | <=                       | 0.05         | <=                                 | 0.05         | 26 - lb/d      | 1.8 7 DA AVG   | <= | 19 - mg/L            | 3                       | 01/30 - Monthly Composite | 24 - 24 Hour Composite |
| 50050 | Flow, in conduit or thru treatment plant | 1 - Effluent Gross                 | 0 | Sample<br>Permit<br>Req.<br>Value<br>NOD | <= | 0.038         | *<br>Req Mon 30DA<br>AVG | 0.057        | 03 -<br>MGD<br>Req Mon 7 DA<br>AVG | 0.057        | 03 -<br>MGD    |                |    | 01/01 - Daily        | 01/01 - Daily           | TM - Totalizer            | TM - Totalizer         |
| 50060 | Chlorine, total residual                 | A - Disinfection, Process Complete | 0 | Sample<br>Permit<br>Req.<br>Value<br>NOD |    |               |                          |              |                                    |              |                |                |    | 05WK - Five Per Week |                         | GR - Grab                 | GR - Grab              |
| 51040 | E. coli                                  | 1 - Effluent Gross                 | 0 | Sample<br>Permit<br>Req.<br>Value<br>NOD | <= | 1.0           | <=                       | 1.0          | <=                                 | 1.0          | 28 - ug/L      | 19.0 INST MAX  | <= | 32 -<br>CFU/100mL    | 02/30 - Twice Per Month | GR - Grab                 | GR - Grab              |
| 74055 | Coliform, fecal general                  | 1 - Effluent Gross                 | 0 | Sample<br>Permit<br>Req.<br>Value<br>NOD | <= | 1.0           | <=                       | 1.0          | <=                                 | 1.0          | 235.0 DAILY MX | 235.0 DAILY MX | <= | 32 -<br>CFU/100mL    | 02/30 - Twice Per Month | GR - Grab                 | GR - Grab              |
| 81010 | BOD, 5-day, percent removal              | 1 - Effluent Gross                 | 0 | Sample<br>Permit<br>Req.<br>Value<br>NOD | >= | 99.65         | 85.0 MO AV<br>MN         |              |                                    |              |                |                |    | 23 - %               | 01/30 - Monthly         | CA - Calculated           | CA - Calculated        |
| 81011 | Solids, suspended percent removal        | 1 - Effluent Gross                 | 0 | Sample<br>Permit<br>Req.<br>Value<br>NOD | >= | 99.85         | 85.0 MO AV<br>MN         |              |                                    |              |                |                |    | 23 - %               | 01/30 - Monthly         | CA - Calculated           | CA - Calculated        |

Submission Note

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

Edit Check Errors

No errors

Comments

Attachments

No attachments

Report Last Saved By

TAOS SKI VALLEY, VILLAGE OF

User:

Name:

E-Mail:

Date/Time:

Report Last Signed By

User:

Name:

E-Mail:

Date/Time:

RPADILLAPAK

Roberta Padilla

prodigybuilders@gmail.com

2025-09-11 12:30 (Time Zone: -05:00)

VTSVGABE

Gabriel Vasquez

gvasquez@vtsv.org

2025-09-11 15:34 (Time Zone: -05:00)

**PAGE BREAK**

# DMR Copy of Record

Form Approved OMB No. 2040-0004 expires on 07/31/2026

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

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

|  |  |   |  |  |  |
|--|--|---|--|--|--|
| <b>Permit</b><br>Permit #: <b>NM0022101</b><br>Major: <b>Yes</b>   |  | <b>Permittee:</b><br>Permittee Address:<br>TAOS SKI VALLEY, VILLAGE OF<br>7 FIREHOUSE RD<br>38 OCEAN BLVD.<br>TAOS SKI VALLEY, NM 87525 |  | <b>Facility:</b><br>Facility Location:<br>TAOS SKI VALLEY, VILLAGE OF<br>7 FIREHOUSE RD<br>38 OCEAN BLVD.<br>TAOS SKI VALLEY, NM 87525 |  |
| <b>Permitted Feature:</b><br>TX1<br>External Outfall   |  | <b>Discharge:</b><br>TX1-Y<br>YEARLY 48-HR ACUTE TOXICITY   |  |  |  |
| <b>Report Dates &amp; Status</b><br>Monitoring Period:<br>From 10/01/24 to 09/30/25  |  | <b>DMR Due Date:</b><br>10/15/25  |  | <b>Status:</b><br>NotDMR Validated   |  |
| <b>Considerations for Form Completion</b><br>(PASS = 0 FAIL = 1) REPORT PASS AS '1' IN CONCENTRATION MIN. & AVG. ABOVE. THE DISCHARGE SHALL BE TESTED BETWEEN NOVEMBER 1 AND APRIL 30. |  |   |  |  |  |
| <b>Principal Executive Officer</b><br>First Name: Gabriel<br>Last Name: Vasquez<br>No Data Indicator (NODI)<br>Form NODI: --   |  |   |  |  |  |
| <b>Title:</b><br>Public Works Director<br><b>Telephone:</b><br>575-776-8820  |  |   |  |  |  |

| Code  | Parameter Name   | Monitoring Location | Season | Param. NODI | Quantity or Loading |                        |             | Quality or Concentration |             |         | Units | Frequency of Analysis | Sample Type            |
|-------|--|---------------------|--------|-------------|---------------------|------------------------|-------------|--------------------------|-------------|---------|-------|-----------------------|------------------------|
|       |  |                     |        |             | Qualifier 1         | Value 1                | Qualifier 2 | Value 2                  | Qualifier 3 | Value 3 |       |                       |                        |
| 22415 | Whole effluent toxicity - retest #1                        | 1 - Effluent Gross  | 0      | --          | Sample              | Permit Req. Value NODI |             |                          |             |         |       |                       | 24 - 24 Hour Composite |
| 22416 | Whole effluent toxicity - retest #2                        | 1 - Effluent Gross  | 0      | --          | Sample              | Permit Req. Value NODI |             |                          |             |         |       |                       | 24 - 24 Hour Composite |
| TEM3D | Low Flow Pass/Fail Static Renewal 48Hr Acute Daphnia pulex | 1 - Effluent Gross  | 0      | --          | Sample              | Permit Req. Value NODI |             |                          |             |         |       |                       | 24 - 24 Hour Composite |
| TEM6C | LF Pass/Fail Static Renewal 48Hr Acute Pimephales promelas | 1 - Effluent Gross  | 0      | --          | Sample              | Permit Req. Value NODI |             |                          |             |         |       |                       | 24 - 24 Hour Composite |
| TOM3D | NOAEC Lethal Statics Renewal 48 Hr Acute Daphnia pulex     | 1 - Effluent Gross  | 0      | --          | Sample              | Permit Req. Value NODI |             |                          |             |         |       |                       | 24 - 24 Hour Composite |
| TOM6C | NOAEC Lethal Static Renewal 48Hr acute Pimephales promelas | 1 - Effluent Gross  | 0      | --          | Sample              | Permit Req. Value NODI |             |                          |             |         |       |                       | 24 - 24 Hour Composite |
| TOM3D | Coef Of Var Static Renewal 48Hr Acute D. pulex             | 1 - Effluent Gross  | 0      | --          | Sample              | Permit Req. Value NODI |             |                          |             |         |       |                       | 24 - 24 Hour Composite |
| TOM6C | Coef Of Var Static Renewal 48Hr Acute Pimephales promelas  | 1 - Effluent Gross  | 0      | --          | Sample              | Permit Req. Value NODI |             |                          |             |         |       |                       | 24 - 24 Hour Composite |

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



Comments

Attachments

No attachments.

Report Last Saved By

TAOS SKI VALLEY, VILLAGE OF

User:

Name:

E-Mail:

Date/Time:

Report Last Signed By

User:

Name:

E-Mail:

Date/Time:

RPADILLAPAK

Roberta Padilla

prodgybuilders@gmail.com

2025-09-11 11:28 (Time Zone: -05:00)

VTSVCABE

Gabriel Vasquez

gvasquez@vtstv.org

2025-09-11 15:36 (Time Zone: -05:00)



**PAGE BREAK**



MICHELLE LUJAN GRISHAM  
GOVERNOR

JAMES C. KENNEY  
CABINET SECRETARY

August 28, 2025

Village Of Taos Ski Valley - NM3533329  
PO Box 100  
Taos Ski Valley, NM 87525

Submitted electronically to: msalazar@vtsv.org

RE: Results from PFAS, Lithium, and Manganese tests – SA1

Dear Village Of Taos Ski Valley,

Thank you for participating in the Emerging Contaminants Program (ECP) in the Water Protection Division of the New Mexico Environment Department. ECP, in conjunction with Daniel B. Stephens & Associates, Inc. (DBS&A) sampled and tested the entry point(s) to the distribution system (EPTDS) of NM3533329.

The purpose of ECP sampling is to determine the presence of per- and polyfluoroalkyl substances (PFAS), as well as lithium and manganese, in drinking water. Results are intended to inform participating water system and its users of the quality of water of their system.

ECP has received the laboratory results for the sample(s) collected from your system on 06/19/2025. These results have been reviewed by DBS&A and NMED and compiled in a summary table. Also included are the analytical lab results for all the EPTDS that were sampled. **PFAS compounds sampled were non-detect or are below regulatory threshold levels.** Although EPA has not regulated lithium and manganese in drinking water, it has established a health-based screening levels for lithium and a non-enforceable secondary maximum contaminant level for manganese; these are included in the results. ECP will reach out to your system to discuss these results and schedule additional follow-up if needed.

In April 2024, the U.S. Environmental Protection Agency (EPA) published legally enforceable limits for six different PFAS chemicals in public drinking water systems. Although enforcement of the rule does not begin until April 26, 2027, public water systems (PWSs) are required to complete initial monitoring by that date. ECP is supporting the data collection process, and PWS must include those analytical results in their 2027 Consumer Confidence Reports.

Although more sampling is needed to complete the initial monitoring requirement, ECP is sharing with you the results of this first sampling event. The table below provides two sets of data: maximum contaminant levels established by EPA for PFAS as well as health-based screening levels for the two metals tested, and results for all analytes for each entry point to the distribution system (EPTDS).

Sincerely,

Claudia Trueblood, Ph.D., Manager  
Emerging Contaminants Program  
Water Protection Division

SCIENCE | INNOVATION | COLLABORATION | COMPLIANCE

1190 Saint Francis Drive, PO Box 5469, Santa Fe, New Mexico 87502-5469 | (505) 827-2855 | [www.env.nm.gov](http://www.env.nm.gov)



# ANALYTICAL REPORT

## PREPARED FOR

Attn: Claudia Trueblood  
Emerging Contaminants Program  
121 Tijeras Ave NE  
Suite 1000  
Albuquerque, New Mexico 87102

Generated 6/25/2025 12:38:21 AM

## JOB DESCRIPTION

NMED ECP Sampling  
NM3533329 - Village of Taos Ski Valley

## JOB NUMBER

885-27238-1



# Table of Contents

|                                  |    |
|----------------------------------|----|
| Cover Page . . . . .             | 1  |
| Table of Contents . . . . .      | 3  |
| Definitions/Glossary . . . . .   | 4  |
| Case Narrative . . . . .         | 5  |
| Client Sample Results . . . . .  | 6  |
| QC Sample Results . . . . .      | 7  |
| QC Association Summary . . . . . | 10 |
| Lab Chronicle . . . . .          | 11 |
| Certification Summary . . . . .  | 12 |
| Chain of Custody . . . . .       | 13 |
| Receipt Checklists . . . . .     | 15 |

## Case Narrative

Client: Emerging Contaminants Program  
Project: NMED ECP Sampling

Job ID: 885-27238-1

**Job ID: 885-27238-1**

**Eurofins Albuquerque**

### Job Narrative 885-27238-1

Analytical test results meet all requirements of the associated regulatory program listed on the Accreditation/Certification Summary Page unless otherwise noted under the individual analysis. Data qualifiers and/or narrative comments are included to explain any exceptions, if applicable.

- Matrix QC may not be reported if insufficient sample is provided or site-specific QC samples were not submitted. In these situations, to demonstrate precision and accuracy at a batch level, a LCS/LCSD may be performed, unless otherwise specified in the method.
- Surrogate and/or isotope dilution analyte recoveries (if applicable) which are outside of the QC window are confirmed unless attributed to a dilution or otherwise noted in the narrative.

Regulated compliance samples (e.g. SDWA, NPDES) must comply with the associated agency requirements/permits.

#### Receipt

The samples were received on 6/20/2025 8:30 AM. Unless otherwise noted below, the samples arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 3.4°C.

#### PFAS

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

#### Metals

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Eurofins Albuquerque

## Lab Chronicle

Client: Emerging Contaminants Program  
Project/Site: NMED ECP Sampling

Job ID: 885-27238-1  
SDG: NM3533329 - Village of Taos Ski Valley

**Client Sample ID: NM3533329-33329002-SA1**

**Lab Sample ID: 885-27238-1**

**Date Collected: 06/19/25 13:31**

**Matrix: Drinking Water**

**Date Received: 06/20/25 08:30**

| Prep Type | Batch Type | Batch Method | Run | Dilution Factor | Batch Number | Analyst | Lab    | Prepared or Analyzed |
|-----------|------------|--------------|-----|-----------------|--------------|---------|--------|----------------------|
| Total/NA  | Prep       | 537.1 DW     |     |                 | 159278       | G9MN    | EA POM | 06/23/25 03:39       |
| Total/NA  | Analysis   | EPA 537.1 V2 |     | 1               | 159410       | Y5FM    | EA POM | 06/24/25 04:25       |
| Total/NA  | Analysis   | 200.7        |     | 1               | 159468       | MF7S    | EA POM | 06/23/25 17:44       |

### Laboratory References:

EA POM = Eurofins Eaton Analytical Pomona, 941 Corporate Center Drive, Pomona, CA 91768-2642, TEL (626)386-1100

## Building Department Council Report September 19, 2025 Jalmar Bowden

---

Council report from August 12, 2025 to September 16, 2025

Inspections performed:

Residential: 7

Complaint response: 0

Enforcement actions: 0

Multi-family commercial: 1

Permits issued since last council report:

0\_new residential building.

1\_residential repair/remodel

0\_residential demolition

0\_new commercial buildings permitted.

0\_commercial remodel permitted

0\_demolition commercial permitted.

1\_Projects in application or submission review

\_ Commercial project currently pending submission.

1\_Residential projects currently pending submission

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

# FINANCE REPORT



## Finance Report for September 19, 2025 Meeting:

### Revenues August 2025:

GRT: This month last year: \$47,044

This month this Year: \$46,262

Last Year YTD: \$117,609

This Year YTD: \$95,199

### Lodgers Tax:

This month last year: \$28,048

This Month this year: \$28,624

YTD Last year: \$46,396

YTD This year YTD: \$44,554

### REVENUES:

July-August 25 vs same period LY decreased 16%:

- We received **\$12,939** in hold harmless GRT revenue in **August** which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is down 19% from last year.
- Fiscal YTD Combined Water and Sewer revenues collected are down 4% from last year.
- Fiscal YTD Lodger's tax collections are down 4% 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 **\$4,603** in property tax collections in **August** 2025. FYTD Property Tax Collections are down 36% from last year.
- The TIDD received **\$121,776** in GRT in **August** 2025.

### EXPENSES:

July-August 25 vs same period LY are increased 16% mostly due to due to:

- **Payroll costs:** wages including OT up 7%. Employee Benefits are up 17%. (20% Health Insurance increase FY26.)
- Increased **M&R Vehicles** – Fire Dept/EMS and Police.
- **Contract – Professional Services** – additional is DEC payments (to be reimbursed WTB grant) & KC Undergrounding contractor payment.
- Added **Software:** Civic Plus for Website & Quikwater upgrade necessary for new meter reader.
- **Rent of Road Equipment** JD loader 3 extra months, 2 in arrears LFY and timing one extra August.
- **Rent of Land/Building** #9 FH 101,102, #103 closing costs & impact fee pmt.
- **Capital purchases/Infrastructure** –contract payments for Phoenix SB water line replacement, Booster Station payments. Reimbursements from NMED from grants.
- **Capital purchases/Other** - Reversionary clause removal #7 FH Rd agreement cost, & Meter Reader replacement
- Increased **Insurance** premiums (LE Insurance cost shows in "Other Operating Costs) for FY26 (total paid \$399,000) paid in July, LY paid in August.

### *August/September*

#### **GRANTS**

*We are currently tracking 17 active Grants.*

*4 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*

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

#### **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 2025 - June 2026.**

**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 1<sup>st</sup>. The deadline to make changes to the local rates is March 31<sup>st</sup> 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 1<sup>st</sup>, 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](mailto:tax.localgov@tax.nm.gov)

David Monteith



Statement of Revenue Expenses  
July - August 25 vs July - August 24

| FY through   |                                | 8/31/2025     | 8/31/2024       |                 |          |
|--------------|--------------------------------|---------------|-----------------|-----------------|----------|
| Account      | Title                          | Balance       | Balance         | Change          | % Change |
| 41100        | Franchise Tax                  | \$ 17,580.96  | \$ 16,428.44    | \$ 1,152.52     | 7.02%    |
| 41250        | Gross Receipts Tax - Municipal | \$ 59,065.79  | \$ 68,499.07    | \$ (9,433.28)   | -13.77%  |
| 41258        | GRT - Municipal Tax HH         | \$ 20,528.94  | \$ 28,034.40    | \$ (7,505.46)   | -26.77%  |
| 41259        | CMP - Compensating Tax         | \$ 8,512.48   | \$ 11,840.97    | \$ (3,328.49)   | -28.11%  |
| 41260        | ITG - Interstate Telecom Gross | \$ 12.57      | \$ 14.33        | \$ (1.76)       | -12.28%  |
| 41500        | Property Tax - Current         | \$ 6,718.00   | \$ 10,444.63    | \$ (3,726.63)   | -35.68%  |
| 42401        | GRT Shared - Municipal Equival | \$ 34,688.32  | \$ 40,689.40    | \$ (6,001.08)   | -14.75%  |
| 43300        | Building Permit                | \$ 1,875.12   | \$ 102,362.00   | \$ (100,486.88) | -98.17%  |
| 43400        | Business Licenses/Registration | \$ 935.00     | \$ 5,180.00     | \$ (4,245.00)   | -81.95%  |
| 43500        | Liquor Licenses                | \$ 750.00     | \$ -            | \$ 750.00       |          |
| 43800        | Zoning Permits                 | \$ 579.08     | \$ 66,885.29    | \$ (66,306.21)  | -99.13%  |
| 43900        | Other Licenses and Permits     | \$ 307.50     | \$ -            | \$ 307.50       | #DIV/0!  |
| 44190        | Rental Fees                    | \$ 1,900.00   | \$ -            |                 |          |
| 44270        | Impact Fees                    | \$ 11,843.70  | \$ 18,764.50    | \$ (6,920.80)   | -36.88%  |
| 44990        | Other Charges for Services     | \$ 5,750.15   | \$ 23,592.62    | \$ (17,842.47)  | -75.63%  |
| 45050        | Parking Fines                  | \$ 75.00      | \$ 225.00       | \$ (150.00)     | -66.67%  |
| 46030        | Interest Income                | \$ 47,605.48  | \$ 57,782.57    | \$ (10,177.09)  | -17.61%  |
| 46040        | Investment Income              | \$ 1,570.29   | \$ 1,976.23     | \$ (405.94)     | -20.54%  |
| 46900        | Miscellaneous - Other          | \$ 53,332.60  | \$ 60,484.81    | \$ (7,152.21)   | -11.82%  |
| 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 | \$ 319,371.00 | \$ 251,933.00   | \$ 67,438.00    | 26.77%   |
| 47110        | State - Law Enforcement Protec | \$ -          | \$ 101,000.00   | \$ (101,000.00) | -100.00% |
| 47200        | State Water Trust Board Grants | \$ 17,411.32  | \$ -            | \$ 17,411.32    | #DIV/0!  |
| 41300        | Lodgers' Tax                   | \$ 44,554.40  | \$ 46,396.15    | \$ (1,841.75)   | -3.97%   |
| 42300        | Gas Tax for General Purposes   | \$ 834.00     | \$ 887.97       | \$ (53.97)      | -6.08%   |
| 42601        | Motor Vehicle Fees             | \$ 4,489.89   | \$ 3,937.24     | \$ 552.65       | 14.04%   |
| 47499        | Other State Grants             | \$ 7,397.84   | \$ 7,539.20     | \$ (141.36)     | -1.88%   |
| 47300        | Legislative Appropriation      | \$ 55,559.17  | \$ 20,150.00    | \$ 35,409.17    | 175.73%  |
| 47398        | Other State Distributions      | \$ -          | \$ -            | \$ -            | #DIV/0!  |
| 47399        | Other State Distributions (res | \$ 41,981.74  | \$ 15,981.36    | \$ 26,000.38    | 162.69%  |
| 42700        | Cannabis Excise Tax            | \$ 449.11     | \$ -            | \$ 449.11       | #DIV/0!  |
| 46050        | Joint Powers Agreement Income  | \$ 22,017.82  | \$ -            | \$ 22,017.82    | #DIV/0!  |
| 46010        | Contributions/Donations        | \$ 1,083.00   | \$ 555.00       | \$ 528.00       | 95.14%   |
| 44220        | Water Use Fees                 | \$ 49,417.45  | \$ 34,401.63    | \$ 15,015.82    | 43.65%   |
| 44230        | Utility Service Fees           | \$ 115,307.37 | \$ 137,606.49   | \$ (22,299.12)  | -16.20%  |
| 44240        | Utility Connectin Fees         | \$ -          | \$ -            | \$ -            | #DIV/0!  |
| Total Income |                                | \$ 953,505.09 | \$ 1,133,592.30 | \$ (180,087.21) | -15.89%  |

Statement of Revenue Expenses  
July - August 25 vs July - August 24

| Account | Title                          | Balance       | Balance       | Change         | % Change |
|---------|--------------------------------|---------------|---------------|----------------|----------|
| 51010   | Salaries - Elected Officials   | \$ 6,565.35   | \$ 6,565.35   | \$ -           | 0.00%    |
| 51020   | Salaries - Full-Time Positions | \$ 259,440.19 | \$ 259,178.14 | \$ 262.05      | 0.10%    |
| 51040   | Salaries - Part-Time Positions | \$ 40,912.92  | \$ -          | \$ 40,912.92   | #DIV/0!  |
| 51050   | Salaries - Tempory Positions   | \$ -          | \$ -          |                |          |
| 51060   | Salaries - Overtime            | \$ 3,593.94   | \$ 24,906.13  | \$ (21,312.19) | -85.57%  |
| 52010   | FICA - Regular                 | \$ 19,008.79  | \$ 16,877.99  | \$ 2,130.80    | 12.62%   |
| 52011   | FICA - Medicare                | \$ 4,445.63   | \$ 3,947.28   | \$ 498.35      | 12.63%   |
| 52020   | Retirement                     | \$ 28,555.86  | \$ 26,484.01  | \$ 2,071.85    | 7.82%    |
| 52030   | Health and Medical Premiums    | \$ 65,571.57  | \$ 51,879.12  | \$ 13,692.45   | 26.39%   |
| 52040   | Life Insurance Premiums        | \$ 370.65     | \$ 348.84     | \$ 21.81       | 6.25%    |
| 52050   | Dental Insurance Premiums      | \$ 3,214.47   | \$ 3,397.95   | \$ (183.48)    | -5.40%   |
| 52060   | Vision Insurance Medical Premi | \$ 533.01     | \$ 579.78     | \$ (46.77)     | -8.07%   |
| 52080   | Other Insurance Premiums       | \$ 300.93     | \$ 350.92     | \$ (49.99)     | -14.25%  |
| 52100   | Workers' Compensation Premium  | \$ 137.60     | \$ 98.90      | \$ 38.70       | 39.13%   |
| 52120   | Workers' Compensation (Self In | \$ 8,905.00   | \$ 9,121.00   | \$ (216.00)    | -2.37%   |
| 52999   | Other Employee Benefits        | \$ 100.00     | \$ 489.04     | \$ (389.04)    | -79.55%  |
| 53010   | Travel - Elected Officials     | \$ -          | \$ -          | \$ -           | #DIV/0!  |
| 53030   | Travel - Employees             | \$ 1,530.43   | \$ 1,258.13   | \$ 272.30      | 21.64%   |
| 54010   | Maintenance & Repairs - Buildi | \$ 591.59     | \$ -          | \$ 591.59      | #DIV/0!  |
| 54040   | Maintenance & Repairs - Vehicl | \$ 4,835.06   | \$ 2,819.52   | \$ 2,015.54    | 71.49%   |
| 54050   | Maintenance & Repair - Furnitu | \$ 2,126.97   | \$ 11,846.96  | \$ (9,719.99)  | -82.05%  |
| 55010   | Contract - Audit               | \$ -          | \$ -          | \$ -           | #DIV/0!  |
| 55020   | Contract - Attorney Fees       | \$ 3,307.30   | \$ 2,390.67   | \$ 916.63      | 38.34%   |
| 55030   | Contract - Professional Servic | \$ 312,124.19 | \$ 182,072.41 | \$ 130,051.78  | 71.43%   |
| 55999   | Contract - Other Services      | \$ -          | \$ -          | \$ -           | #DIV/0!  |
| 56010   | Software                       | \$ 30,440.20  | \$ 21,774.01  | \$ 8,666.19    | 39.80%   |
| 56020   | Supplies - General Office      | \$ 3,731.95   | \$ 9,240.69   | \$ (5,508.74)  | -59.61%  |
| 56030   | Supplies - Field Supplies      | \$ 11,475.80  | \$ 21,024.68  | \$ (9,548.88)  | -45.42%  |
| 56040   | Supplies - Furniture/Fixtures/ | \$ 4,381.28   | \$ 3,825.16   | \$ 556.12      | 14.54%   |
| 56050   | Supplies - Janitorial/Maintena | \$ 147.29     | \$ -          | \$ 147.29      | #DIV/0!  |
| 56070   | Supplies - Medical             | \$ 2,477.40   | \$ -          | \$ 2,477.40    | #DIV/0!  |
| 56090   | Supplies - Safety              | \$ 612.80     | \$ 1,589.87   | \$ (977.07)    | -61.46%  |
| 56110   | Supplies - Uniform/Linen       | \$ 980.10     | \$ 500.95     | \$ 479.15      | 95.65%   |
| 56120   | Supplies - Vehicle Fuel        | \$ 8,093.70   | \$ 6,784.63   | \$ 1,309.07    | 19.29%   |
| 56999   | Supplies - Other               | \$ 17,813.77  | \$ 22,912.94  | \$ (5,099.17)  | -22.25%  |
| 57040   | Election Costs                 | \$ -          | \$ -          | \$ -           | #DIV/0!  |
| 57050   | Employee Training              | \$ 6,212.58   | \$ 10,239.95  | \$ (4,027.37)  | -39.33%  |
| 57060   | Grants to Sub-recipients       | \$ 57,166.68  | \$ 62,666.68  | \$ (5,500.00)  | -8.78%   |
| 57070   | Insurance - General Liability/ | \$ 368,142.88 | \$ 241,381.94 | \$ 126,760.94  | 52.51%   |
| 57080   | Postage                        | \$ 790.61     | \$ 1,176.30   | \$ (385.69)    | -32.79%  |
| 57090   | Printing/Publishing/Advertisin | \$ 469.02     | \$ 1,039.50   | \$ (570.48)    | -54.88%  |
| 57130   | Rent of Equipment/Machinery    | \$ 69,100.00  | \$ 47,100.00  | \$ 22,000.00   | 46.71%   |
| 57140   | Rent of Land/Building          | \$ 22,267.96  | \$ 6,421.80   | \$ 15,846.16   | 246.76%  |
| 57150   | Subscriptions & Dues           | \$ 4,435.59   | \$ 3,287.91   | \$ 1,147.68    | 34.91%   |
| 57160   | Telecommunications             | \$ 4,392.31   | \$ 4,765.70   | \$ (373.39)    | -7.83%   |
| 57170   | Utilities - Electricity        | \$ 11,476.21  | \$ 11,967.27  | \$ (491.06)    | -4.10%   |
| 57171   | Utilities - Natural Gas        | \$ 819.27     | \$ 1,508.33   | \$ (689.06)    | -45.68%  |

Statement of Revenue Expenses  
July - August 25 vs July - August 24

|               |                                |                 |                 |                 |          |
|---------------|--------------------------------|-----------------|-----------------|-----------------|----------|
| 57172         | Utilities - Propane/Butane     | \$ -            | \$ -            | \$ -            | #DIV/0!  |
| 57173         | Utilities - Water              | \$ -            | \$ 872.09       | \$ (872.09)     | -100.00% |
| 57999         | Other Operating Costs          | \$ 25,246.91    | \$ 14,612.25    | \$ 10,634.66    | 72.78%   |
| 58010         | Buildings & Structures         | \$ -            | \$ -            | \$ -            | #DIV/0!  |
| 58020         | Equipment & Machinery          | \$ -            | \$ 6,240.00     | \$ (6,240.00)   | -100.00% |
| 58040         | Infrastructure                 | \$ 163,688.42   | \$ 307,353.74   | \$ (143,665.32) | -46.74%  |
| 58080         | Vehicles                       | \$ -            | \$ 52,410.00    | \$ (52,410.00)  | -100.00% |
| 58090         | Roadways/Bridges               | \$ -            | \$ -            | \$ -            | #DIV/0!  |
| 58999         | Other Capital Purchases        | \$ 141,030.86   | \$ 12,166.75    | \$ 128,864.11   | 1059.15% |
| 59010         | Debt Service - Principal Payme | \$ 25,965.67    | \$ 25,475.59    | \$ 490.08       | 1.92%    |
| 59020         | Debt Service - Interest Paymen | \$ 26,983.67    | \$ 27,473.71    | \$ (490.04)     | -1.78%   |
| Total Expense |                                | \$ 1,774,514.38 | \$ 1,530,424.58 | \$ 244,089.80   | 15.95%   |

|       |               |                 |                 |                |        |
|-------|---------------|-----------------|-----------------|----------------|--------|
| 61100 | Transfers In  | \$ (246,622.61) | \$ (184,066.21) | \$ (62,556.40) | 33.99% |
| 61200 | Transfers Out | \$ 246,622.61   | \$ 184,066.21   | \$ 62,556.40   | 33.99% |
|       |               | \$ -            |                 |                |        |

|            |  |                 |                 |                 |         |
|------------|--|-----------------|-----------------|-----------------|---------|
| net income |  | \$ (821,009.29) | \$ (396,832.28) | \$ (424,177.01) | 106.89% |
|------------|--|-----------------|-----------------|-----------------|---------|

**August                      2025**

| Fund # | Fund name   | mo net rev   |
|--------|-------------|--------------|
| 110    | Gen ops     | (470,867.09) |
| 111    | LE          | (12,371.51)  |
| 112    | Gen Res     | 1,142.12     |
| 113    | KC UG       | (9,125.40)   |
| 114    | NMFA TML DS | 11,827.81    |
| 206    | EMS         | (41,388.90)  |
| 209    | FP          | 215,710.16   |
| 210    | NMFA FP DS  | 56,245.24    |
| 211    | LE P        | (3,470.24)   |
| 212    | LE Rctmt    | 0.00         |
| 214    | LT          | (12,612.28)  |
| 216    | Streets     | (175,377.72) |
| 217    | Parks       | (937.03)     |
| 218    | NFL Grant   | 5,428.52     |
| 280    | Cannibus    | 435.63       |
| 290    | Fire Don    | 939.90       |
| 291    | EMD Don     | (229.50)     |
| 292    | Parks DIF   | 0.00         |
| 293    | Water DIF   | 2,272.70     |
| 294    | WW DIF      | 4,198.65     |
| 296    | Safety DIF  | 2,198.02     |
| 297    | Roads DIF   | 3,174.33     |
| 403    | USDA        | (890.32)     |
| 501    | Water Ent   | (60,856.44)  |
| 502    | SW Ent      | (5,639.98)   |
| 503    | WW Ent      | (115,750.20) |
| 516    | Fire Ent    | 3,649.77     |
| 528    | Rental Ent  | 7,973.46     |
| 534    | O&M Res     | 0.00         |
| 535    | Water Cap   | (228,259.77) |
| 536    | WW Cap      | 0.00         |
| 537    | CWSRF       | 1,570.78     |

**TOTAL NET REV                      (821,009.29)**



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  | \$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 | \$1,490,945.17 | \$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  | \$46,262.46  |              |              |              |              |              |                |                |                |                |                |
| YTD     | \$48,936.72  | \$95,199.18  | \$95,199.18  | \$95,199.18  | \$95,199.18  | \$95,199.18  | \$95,199.18  | \$95,199.18    | \$95,199.18    | \$95,199.18    | \$95,199.18    | \$95,199.18    |

Current month GRT collections reflects money generated 2 months prior.

\*Funds in this sheet are recorded as cash received



Lodger's Tax

CURRENT RATE = 5%

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

LODGERS' TAX

|         | July        | August      | September   | October      | November     | December     | January      | February     | March        | April        | May          | June         |
|---------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| FY 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  | \$8,428.45  | \$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 | \$28,624.26 |             |              |              |              |              |              |              |              |              |              |
| YTD     | \$15,930.14 | \$44,554.40 | \$44,554.40 | \$44,554.40  | \$44,554.40  | \$44,554.40  | \$44,554.40  | \$44,554.40  | \$44,554.40  | \$44,554.40  | \$44,554.40  | \$44,554.40  |

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

FY2025 & FYTD2026 TIDD GRT Distribution

| Date              | TIDD<br>VTSV Increment | TIDD<br>State Increment | TIDD<br>Admin Fees | Pay Backs | Total TIDD          | VTSV<br>Offsets  | Hold Harmless<br>GRT | VTSV net cash       |
|-------------------|------------------------|-------------------------|--------------------|-----------|---------------------|------------------|----------------------|---------------------|
| 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           |
| <b>TOTAL FY25</b> | <b>1,382,192.04</b>    | <b>1,023,274.03</b>     | <b>(26,012.03)</b> | <b>-</b>  | <b>2,379,454.04</b> | <b>99,889.44</b> | <b>337,039.26</b>    | <b>1,774,591.30</b> |
| 7/17/2025         | 15,704.43              | 12,285.80               | (287.97)           |           | 27,702.26           | 8,360.12         | 7,590.32             | 48,936.72           |
| <b>8/19/2025</b>  | <b>70,742.66</b>       | <b>52,364.75</b>        | <b>(1,331.47)</b>  |           | <b>121,775.94</b>   | <b>8,360.16</b>  | <b>12,938.62</b>     | <b>46,262.46</b>    |

|                            |                     |                     |                     |                     |                      |                   |                     |                      |
|----------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|-------------------|---------------------|----------------------|
| <b>TOTAL FY2016-FY2025</b> | <b>9,637,115.40</b> | <b>8,244,785.24</b> | <b>(163,530.00)</b> | <b>(180,961.17)</b> | <b>17,538,142.11</b> | <b>776,235.06</b> | <b>2,318,056.67</b> | <b>17,123,125.59</b> |
|----------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|-------------------|---------------------|----------------------|

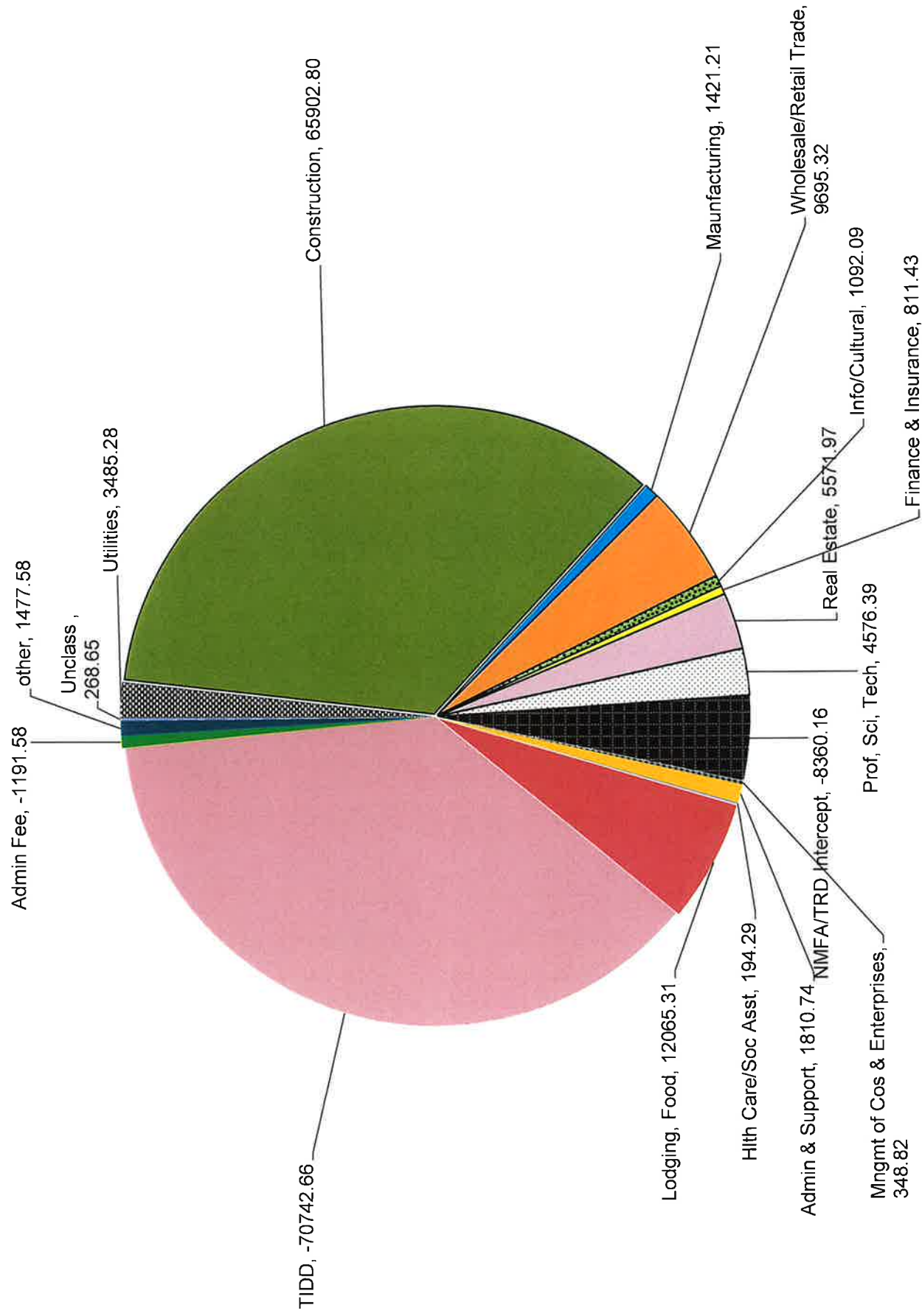
Village Baseline @ January 2025 to present

| Month GRT is<br>Generated |           | Month GRT is<br>Reported to State |           | Mth GRT is distributed<br>fr State to Entities |           | Total               | State               | Village             |
|---------------------------|-----------|-----------------------------------|-----------|--|-----------|---------------------|---------------------|---------------------|
| December                  | January   | January                           | February  | February                                       | March     | 371,622.37          | 195,520.24          | 176,102.13          |
| January                   | February  | February                          | March     | March  | April     | 328,741.64          | 172,959.57          | 155,782.07          |
| February                  | March     | March                             | April     | April  | May       | 310,404.18          | 163,311.75          | 147,092.43          |
| March                     | April     | April                             | May       | May  | June      | 429,910.95          | 226,187.38          | 203,723.57          |
| April                     | May       | May                               | June      | June   | July      | 64,234.89           | 33,795.65           | 30,439.24           |
| May                       | June      | June                              | July      | July   | August    | 93,353.53           | 49,115.73           | 44,237.80           |
| June                      | July      | July                              | August    | August   | September | 40,142.02           | 21,119.76           | 19,022.25           |
| July                      | August    | August                            | September | September                                      | October   | 89,560.14           | 47,119.93           | 42,440.21           |
| August                    | September | September                         | October   | October  | November  | 134,697.23          | 70,867.73           | 63,829.50           |
| September                 | October   | October                           | November  | November                                       | December  | 108,590.92          | 57,132.52           | 51,458.40           |
| October                   | November  | November                          | December  | December                                       | January   | 204,035.98          | 107,348.66          | 96,687.32           |
| November                  | December  | December                          | January   | January  |           | 174,517.70          | 91,818.32           | 82,699.38           |
| <b>Total</b>              |           | <b>Total</b>                      |           | <b>Total</b>                                   |           | <b>2,349,811.54</b> | <b>1,236,297.24</b> | <b>1,113,514.30</b> |

# Village of Taos Ski Valley

## Gross Receipts Distribution collected for June 2025

### received in August 2025



# CONSENT AGENDA ITEMS

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2025-36**

**A RESOLUTION REQUESTING A BUDGET ADJUSTMENT TO THE  
FY2026 BUDGET (BAR) INCREASING BUDGETED EXPENSES IN THE CANNABIS  
REGULATION ACT FUND TO REFLECT ANTICIPATED FY26 CANNABIS  
ADMINISTRATIVE FEES CHARGED.**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on September 19, 2025, proposes to make an adjustment/addition to the Fiscal Year 2025-2026 budget as follows:

| <b>FUND</b>                   | <b>ACCOUNT</b>              | <b>AMOUNT</b> | <b>TYPE</b> |
|-------------------------------|-----------------------------|---------------|-------------|
| 28000 Cannabis Regulation Act | 57999 Other Operating Costs | \$3000.00     | Expense     |

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on September 19, 2025, it considered adjustments/additions to its budget for the Fiscal Year 2025-2026; and

**WHEREAS**, said budget was developed based on need and through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the official meetings for the review of said documents were duly advertised and posted in compliance with the State of New Mexico Open Meetings Act; and

**WHEREAS**, it is the majority opinion of this Council that the proposed budget adjustments meet the requirements as currently determined for Fiscal Year 2025-2026.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2025-2026 be amended accordingly.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025

THE VILLAGE OF TAOS SKI VALLEY

By: \_\_\_\_\_  
Christopher Stanek, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Marlene Salazar, Village Clerk

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

**PAGE BREAK**

# MUNIBILLING

## UTILITY BILLING SOLUTIONS

### SOFTWARE SUBSCRIPTION AGREEMENT

This Agreement shall become effective as of the date last signed by each party (the "Effective Date") and is made by and between Crestline Software LLC d/b/a MuniBilling, a limited liability company with a mailing address of 3300 Battleground Avenue, Suite 402, Greensboro, NC 27410 ("MuniBilling", "we", "us") and the Village of Taos Ski Valley, NM, a New Mexico municipality with its main offices located at 7 Firehouse Road, Taos Ski Valley, NM 87525 ("Customer", "you").

#### 1. DEFINITIONS

"Agreement" means this Software Subscription Agreement, including the attached Schedule A and Schedule B. Any discrepancies between the attached schedules and this Agreement shall be resolved using the following order of precedence: this Agreement, Schedule A, and then Schedule B.

"BNaaS" means Broadcast Notification as a Service. This optional service enables you to send notifications via email, text messages, and pre-recorded voice calls to your customers. Currently, BNaaS can be used to notify your customers of pending disconnects, boil water notices, service outages, late charge notices, and bill available notices, but we are working to expand these capabilities and will add the future functionality as it becomes available.

"BPaaS" means Bill Printing as a Service. This optional service enables you to print seamlessly, fold, package and mail your customer bills utilizing our integrated, preferred printing vendor.

"Content" means the visual information, documents, software, products, and services contained or made available to you through the System.

"Confidential Information" means all non-public, proprietary, or confidential information of a disclosing party, in oral, visual, written, electronic, or other tangible or intangible form, that is either marked or designated as "confidential", or which should reasonably be understood to be confidential given the nature of the information and the circumstances of the disclosure. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the recipient prior to its disclosure by the disclosing party without breach of any obligation owed to the

disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the recipient.

“Customer Data” means any electronic data and information you or any of your users provides or submits through MuniBilling, including the results of your initial data conversion. Customer Data does not include any Content.

“EPaaS” means Electronic Payments as a Service. This optional service enables you to seamlessly process your customers’ electronic payments via credit and debit cards, echecks and IVR phone payments utilizing our integrated, preferred merchant account vendor. Your customer balances are updated in real time.

“Go Live” means the System has been configured for your use, your customer data has been imported into the System, your rates have been added to the System, a parallel bill run has been completed and accepted by you, and the System is available for your use.

“LaaS” means Lockbox as a Service. With this optional service, MuniBilling will manage a bank lockbox for receiving customer checks and load payments into the System. Any paper check payments submitted by your customers that are not processed via lockbox must be processed and entered into MuniBilling’s system manually by you.

“System” means MuniBilling’s cloud-based utility billing software licensed to you, as including our portal made available for your customers’ use.

## **2. LICENSE GRANT AND RESTRICTIONS**

**2.1 Grant.** Subject to the terms of this Agreement, MuniBilling hereby grants you a non-exclusive, non-transferable, non-sublicense-able right to use our System for the Term set forth in Schedule A, solely for your own internal business purposes. All rights not expressly granted to you in this Agreement are reserved by us.

### **2.2 Restrictions**

- (a) You shall not license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the System or the Content in any way, or include the System or Content in any outsourcing offering.
- (b) You shall not modify, copy, or make derivative works based upon the System or the Content.
- (c) You shall not disassemble, reverse engineer, or decompile the System and/or any MuniBilling technology or intellectual property.



(d) You shall not build a competitive product or service, build a product using similar ideas, features, functions, or graphics of MuniBilling or copy any idea, feature, function or graphic of the System.

(e) You shall not use the System or any Content or MuniBilling intellectual property in any manner except as permitted in this Agreement.

**2.3 Violation.** Your intentional violation of any restrictions set forth in Section 2.2 that, in MuniBilling's discretion, imminently threatens the security, integrity or availability of the System, may result in our immediate suspension of your use of the System.

MuniBilling shall use commercially reasonable efforts to provide you with an opportunity to cure such violation prior to any such suspension.

**2.4 System Use.** This license cannot be shared with anyone else or used by anyone other than you. You may use the System for your internal business purposes only, and you shall not: (a) send or store material with any virus, worm, or other harmful computer code; (b) interfere with or disrupt the integrity of performance of the System in whole or in part; or (c) attempt to gain unauthorized access to the System or any related system or network.

**2.5 Future Functionality.** You acknowledge that your license of the System is not (i) contingent on the delivery of any future functionality or features other than (a) the contracted deliverables specified in Schedule A, and (b) any functionality enhancements as may be separately agreed to in writing between the parties pursuant to section 2.6 of this Agreement, or (ii) dependent on any oral or written public comments by MuniBilling regarding future functionality or features.

**2.6 Additional Work.** Any services requested by Customer in addition to the use of the System and Content shall be outside the scope of this Agreement. MuniBilling, in its sole discretion, may agree to provide any additional services pursuant to an amendment in accordance with the terms of Section 15.9. Notwithstanding, MuniBilling shall have no obligation to provide any additional services requested hereunder.

### **3. YOUR RESPONSIBILITIES**

In addition to your other obligations, you are solely responsible for; (a) determining whether the System will meet your needs; (b) using reasonable efforts to prevent unauthorized access to the System, any Content, or any Confidential Information, in whole or in part; (c) notifying us promptly of any actual or suspected unauthorized access/use; (d) abiding by all applicable local, state, and national laws and regulations, including those related to data privacy, communications, and the transmission of

technical or personal data; (e) the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (f) complying with our policies to obtain support and other services under this Agreement; (g) establishing adequate alternate and backup plans if there is any disruption of service or other malfunction; and (h) ensuring that your use of the System is in compliance with the terms contained herein.

#### **4. OUR RESPONSIBILITIES**

We shall use commercially reasonable efforts to make the System generally available 99% of each calendar month, except for:

- (a) Planned downtime with at least 48 hours of advance notice and scheduled to the extent reasonably practicable after 10:30PM ET on Wednesdays; and
- (b) Downtime caused by circumstances beyond our reasonable control, including acts of nature, acts of employees, telecommunications or computer failures or delays, and network intrusions or denial of service attacks. We shall use reasonable efforts to maintain the confidentiality of Customer Data, the security and integrity of the System, and to promptly respond to and attempt to fix problems that interfere with the smooth and effective operation of the System and/or your use thereof.

#### **5. CHANGES**

We reserve the right to:

- (a) Upgrade, modify, replace, or reconfigure the System at any time, provided that the System functions remain comparable to those existing at the time of the Agreement's execution; and
- (b) Notwithstanding anything contained in Section 15.9 to the contrary, modify the terms of this Agreement, including our fee schedule, support terms, and service level standards, in response to any market changes, regulatory change or change in law having an adverse impact on MuniBilling. We will provide you with thirty (30) days advance notice of any such change either by an email to your representative or by a posting on the System. If you do not reject these changes within such thirty (30) day period, the modifications will be deemed accepted by you. If you decline to accept the change and notify us of this rejection in writing, we will continue to provide service for you for a period of ninety (90) days under the unmodified terms contained herein, after which the Agreement will be

deemed to be cancelled. You shall not be responsible for any early termination payments pursuant to Section 8.2 for a termination pursuant to this Section.

## **6. PROPRIETARY RIGHTS AND CONFIDENTIALITY**

**6.1 MuniBilling Proprietary Rights.** We own all rights, title, and interest, including all related intellectual property rights, in and to the System, including its content, design, technology, interface and application, and any suggestion, idea, or enhancement request, feedback, recommendation, or other information provided by you or anyone else relating to any of the foregoing except Customer Data. The terms of this Agreement are not a sale of any software and do not convey any ownership rights. MuniBilling names and logos are registered trademarks of ours. The product names associated with the System are trademarks of ours, and you have no right or license to use them without our written permission. You agree not to challenge any ownership or other right of ours with respect to the System or any intellectual property claimed by us. No rights are granted to you hereunder other than as expressly set forth in this Agreement.

**6.2 MuniBilling Confidential Information.** Our Confidential Information includes, but is not limited to, our System, pricing, proposals, and the terms of this Agreement.

**6.3 Use of Confidential Information.** All Confidential Information shall remain the property of the disclosing party. A party receiving Confidential Information shall: (i) use or reproduce such information only when necessary to perform this Agreement; (ii) provide at least the same care to avoid disclosure or unauthorized use of such information as it provides to protect its own Confidential Information but in no event less than a reasonable degree of care; (iii) limit access to such Confidential Information to its employees or agents who need such information to perform this Agreement; and (iv) return or destroy all such information, including copies, after the need for it has expired, upon request of the disclosing party, or upon termination of this Agreement.

**6.4 Compelled Disclosure.** The receiving party may disclose Confidential Information of the disclosing party to the extent compelled by law to do so, provided the receiving party gives the disclosing party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

**6.5 License to Customer Feedback.** You grant us a paid-up, irrevocable license to use or incorporate into the System any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or your users.

## 7. FEES AND PAYMENTS

**7.1 Payment Terms.** MuniBilling will invoice you in accordance with the terms specified in Schedule A. You shall pay all amounts invoiced when they are due.

**7.2 Past Due Amounts.** Past due invoices will be subject to a late charge equal to 1.5% of the outstanding balance per month from the date due until paid, or the maximum rate allowed by law, whichever is less. Customer is also responsible for any applicable expenses incurred with collection efforts, including, but not limited to, reasonable attorney's fees.

**7.3 Suspension.** If your account has balances which are past due, we reserve the right to suspend your use of the System until such accounts are paid in full, including all accrued liabilities and obligations. You will continue to be charged during any period of suspension. MuniBilling reserves the right to impose a reconnection fee if your access to the System is suspended and you thereafter request access to the System.

**7.4 Taxes.** MuniBilling fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Except to the extent prohibited by law, you are responsible for paying all Taxes associated with your purchases hereunder. If MuniBilling has the legal obligation to pay or collect Taxes for which you are responsible under this section, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, MuniBilling is solely responsible for taxes assessable against it based on its income, property, and employees.

## 8. TERM AND TERMINATION

**8.1 Initial Term and Renewal.** The term and termination provisions of this Agreement are specified in this Section 8 and Schedule A. Upon expiration of the initial Agreement term or any renewed term, this Agreement will renew automatically for an additional term equal in length unless either of us notifies the other in writing at least 90 days prior to the end of the current term of our intent to cancel. Customer will not be refunded any money paid prior to the effective date of any termination. For purposes of this Agreement, the initial term and any renewal term shall be individually and collectively referenced as the "**Term**".

**8.2 Termination for Cause.** If you breach the terms of this Agreement, including, but not limited to, not paying on time, or any unauthorized use of the System, and do not cure such breach within 10 days after notice of such breach, we may, in our sole discretion, suspend or terminate your use of the System and/or terminate this Agreement. If MuniBilling terminates your access to the System and terminates this Agreement due to your breach, or if you provide us with notification of your intent to terminate for convenience, you are still responsible to pay any balance due for your use of the System prior to such date of termination, and (except in the case of a termination pursuant to Section 5(b)) all unpaid fees which would be payable for the remainder of the current Term.

If we breach the terms of this Agreement, including, but not limited to, bugs in the System, unavailability of the System for more than 24 hours not caused by Force Majeure, or the failure to deliver contracted services specified in Schedule A, and we do not cure such breach within 10 days after written notice of such breach, you may terminate your use of the System and this Agreement. If you terminate this Agreement due to our breach, our liability for damages is as set forth in section 14.1 of this Agreement.

**8.3 Effects of Termination.**

- (a) Upon termination of the Agreement, you must submit a written and signed letter to MuniBilling within thirty (30) days certifying that you:
  - (i) Have deleted or destroyed ALL printed and electronic materials related to the System and all quotes or ideas derived from the System, except as required by law, in whole or in part, from any other publication, form, method, system, or filed documents you may have.
  - (ii) Have not given, sold, rented, or lent any copy or any part of the information in any shape or form to any third party, including any user login credentials.
  - (iii) Release us from all claims related to this Agreement and the System.
- (b) Upon termination of this Agreement for any reason, we will provide you a copy of your Customer Data in a standardized electronic csv data format within five (5) business days of receipt of your written request. We have no obligation to retain a copy of your Customer Data longer than thirty (30) days after termination or expiration of this Agreement.

**8.4 Costs of Termination.** In the event this Agreement is terminated or cancelled in accordance with its terms, each party will bear the cost of unwinding its participation in the Agreement, and any ancillary agreements, shall also be terminated automatically.

## **9. CUSTOMER DATA**

As between MuniBilling and yourself, you shall own all Customer Data, which shall be considered your Confidential Information. Notwithstanding, MuniBilling may access your Customer Data to provide the services, to respond to, access, or resolve service or technical problems, and in doing so will maintain its confidentiality. Customer can request a complete copy of its data in a standardized electronic format at any time at MuniBilling's standard rate (currently \$200 per request). Notwithstanding, you can run reports on the system yourself to print out customer information or to export customer information in a standard comma separated list format.

## **10. REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants that it has the legal authority to enter into this Agreement. We warrant that we will provide the System in a manner consistent with industry standards and that the System will perform substantially in accordance with what was presented and demonstrated to you.

## **11. INDEMNIFICATION**

Except to the extent prohibited by law, you shall indemnify, defend, and hold MuniBilling, its affiliates, officers, directors, and employees harmless from and against all claims resulting from, arising out of or relating to:

- (a) A breach of this Agreement by Customer; or
- (b) Any negligent act or omission, or intentional misconduct, of Customer.

You will indemnify MuniBilling for any damages, attorney fees and costs finally awarded against, or settled upon by, MuniBilling because of such claim.

## **12. DISCLAIMER**

**EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MUNIBILLING MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,**

**OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

Without limiting the foregoing, we make no promise:

- (a) As to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the System or any content, all of which are provided strictly on an “as is” basis.
- (b) As to any third-party provider or any of its products or services, regardless of whether we may have designated it or its products or services as “certified”, “validated”, or otherwise.
- (c) That the use of the System will be secure, uninterrupted, or error-free or operate in combination with any other hardware, software, system, or data.
- (d) That the System will meet your requirements or expectations.
- (e) That any Customer Data will be accurately or reliably stored.
- (f) That errors or defects will be corrected.
- (g) The service will be free of any virus or other harmful component, although we will not knowingly insert any such harmful code.

### **13. INTERNET DELAYS**

The System may be subject to limitations, delays, and other problems inherent in the use of Internet and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.

### **14. LIMITATION OF LIABILITY**

**14.1 Limitation of Liability.** In no event shall our aggregate liability to you exceed the amounts actually paid by you in the 3-month period immediately preceding the event giving rise to your first claim, regardless of the number of claims arising out of or related to this Agreement.

**14.2 Disclaimer of Damages.** In no event shall we be liable to you for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or

kind (including loss of data, revenue, profits, use or other economic advantage) arising out of or in any way connected with the System, Content, your use of the same, or any interruption, inaccuracy, error or omission, regardless of cause, even if we have been previously advised of the possibility of such damages, and regardless of the basis of any claim, e.g. warranty, tort, contract, or strict liability.

You acknowledge that; (i) this Section 14 is reasonable given the cost of the System; (ii) this Section applies even if a remedy fails in its essential purpose; and (iii) all your claims are subject to the damages limitation in this Section. Nothing contained herein is intended to limit a party's liability for gross negligence or willful misconduct.

## 15. GENERAL

**15.1 Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior express written consent. Any attempted assignment in violation of this Section shall be void. The terms of this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

**15.2 Relationship.** No joint venture, partnership, employment, or agency relationship exists between you and us. Neither party has any authority to enter into agreements of any kind on behalf of the other party and neither party will attempt to or create any warranty or other obligation, express or implied, on behalf of the other party. You agree that we can reference your name and/or logo for purposes of acknowledging you as one of our customers.

**15.3 Notice.** We may notify you by means of general notice on the System, by email, or by written mailed communication, as per your contact information in Schedule A. Notice shall be deemed to have been given three (3) business days after mailing, the next business day if delivered via a nationally recognized overnight carrier, or 12 hours after sending an email or posting a change of the System. You may notify us (and such notice shall be deemed given when received) at any time by electronic means or written mailed communication as per our contact information in Schedule A.

**15.4 Force Majeure.** MuniBilling shall not be liable to you for any damages, delay, or failure to perform its obligations set forth in this Agreement if caused by circumstances beyond its reasonable control. This includes but is not limited to hardware failures, telecommunications and Internet failures, act of nature, fire, casualty, riot, pandemic, terrorist act or threat thereof, war, labor dispute, material change in applicable law or regulation, or decree of any court. Upon the occurrence of such a force majeure event,



within a commercially reasonable amount of time, MuniBilling shall notify you of the delay and the cause thereof, take reasonable steps to avoid or remove the cause, and resume performance whenever the cause is removed. MuniBilling shall not be liable for costs associated with such delay.

**15.5 Waiver.** The failure of either party to require performance of any terms of this Agreement shall in no way affect the full right to require such performance at any time thereafter or the performance of all the other provisions, nor shall the waiver of any succeeding breach of such provision or any other provision operate as a waiver of the provision itself. No failure or delay in exercising a right shall constitute a waiver of that right. Except as expressly provided herein, all the parties' rights and remedies shall be cumulative, and none of them shall be in limitation of any other right or remedy in law or equity.

**15.6 Severability.** If any terms of this Agreement are held to be invalid or unenforceable, such terms shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable terms, with all other terms remaining in full force and effect.

**15.7 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina without regard to choice of law provisions or the United Nations Convention on the International Sale of Goods.

**15.8 Arbitration.** Except to the extent prohibited by law, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be referred to and finally resolved by arbitration in Guilford County, North Carolina, in accordance with Chapter 1, Article 45 of the North Carolina General Statutes (the NC Revised Arbitration Act, the "Act"), which arbitration rules are deemed to be incorporated by reference in this section. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The tribunal will consist of a sole arbitrator appointed by the parties or, failing agreement within one month of the demand for arbitration, as specified by the Act. Any arbitrator shall have substantial familiarity with and at least seven years professional experience with U.S. commercial law and resolution of disputes involving such law, which familiarity may have been obtained by study of, participation in transactions involving, or litigating, adjudicating or resolving disputes involving, such laws. The arbitrator shall be free in addition to consult independent technical or legal experts of his own choosing in resolving any dispute. We mutually agree to try and take advantage of video conferencing and other technology to reduce the need for travel in the unlikely event a proceeding occurs.

**15.9 Entire Agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements or negotiations between the parties on the subject. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing dated after this Agreement and signed by the duly authorized officers of the parties. No course of dealing or usage of trade may be invoked to modify the terms and conditions of this Agreement.

**15.10 Miscellaneous.** The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. If executed in counterparts, this Agreement will be as effective as if simultaneously executed. For purposes of this section, a "signature" shall include, but is not limited to, an electronic signature. The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

- Continued on next page -

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative. The parties acknowledge and agree that this Agreement may be executed in counterparts and signed and transmitted electronically.

**CRESTLINE SOFTWARE LLC dba/MUNIBILLING**

By: \_\_\_\_\_  
Kevin S. Kennedy, Chief Executive Officer

Date: \_\_\_\_\_

**CUSTOMER: Village of Taos Ski Valley, NM**

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


Name: \_\_\_\_\_  
Richard Bellis

Title: \_\_\_\_\_  
Administrator

Date: \_\_\_\_\_  


**Schedule A****CUSTOMER INFORMATION**

|                                   |                                       |
|-----------------------------------|---------------------------------------|
| 1. Name (Entity):                 | <u>Village of Taos Ski Valley, NM</u> |
| 2. Physical Address:              | <u>7 Firehouse Road</u>               |
|                                   | <u>Taos Ski Valley, NM 87525</u>      |
| Mailing Address:                  | <u>PO Box 100</u>                     |
|                                   | <u>Taos Ski Valley, NM 87525</u>      |
| 3. Federal Identification Number: | <u>85-0443021</u>                     |
| 4. Phone #:                       | <u>575-776-8220</u>                   |
| 5. Fax #:                         | <u></u>                               |
| 6. Management Contact:            | <u>Richard Bellis</u>                 |
| 7. Title:                         | <u>Administrator</u>                  |
| 8. Phone #:                       | <u>575-776-4791</u>                   |
| 9. Email Address:                 | <u>rbellis@vtsv.org</u>               |
| 10. Operations Contact:           | <u>Elaine Miera</u>                   |
| 11. Title:                        | <u>Administrative Assistant</u>       |
| 12. Phone #:                      | <u>575-776-8220</u>                   |
| 13. Email Address:                | <u>emiera@vtsv.org</u>                |
| 14. Customer Accounts Payable:    | <u>Carroll Griesedieck</u>            |
| 15. Title:                        | <u>Finance Director</u>               |
| 16. Phone #:                      | <u>575-776-8220</u>                   |
| 17. Email Address:                | <u>carroll@vtsv.org</u>               |

**BILLING INFORMATION**

|                             |   |
|-----------------------------|---|
| 18. Application:            | Utility Billing Software Subscription   |
| 19. Estimated Go Live Date: | Approximately 90 days from receipt of all necessary information (e.g., your customer data, rates, and business processes) |
| 20. Agreement Term:         | 5 Years from the date you go live in our System   |
| 21. Agreement Renewal:      | Automatic   |
| 22. Termination:            | The Agreement can be cancelled with 90 days advance   |

|  |  |
|--|--|
|  | written notice prior to the end of each term.  |
| 23. # of Active Service Locations:       | Approximately <u>260</u> as of the Effective Date  |
| 24. Service Types:                       | Water, sewer, trash  |
| 25. Customer Billing Frequency:          | Monthly  |
| 26. Training Fees (3 users, 12 hours):   | \$1,850.00 payable at start of training  |
| 27. Implementation & Configuration Fees: | \$1,850.00 payable at start of Implementation  |
| 28. Billing History Fees (2 years):      | Included in Implementation Fee   |
| 29. MuniBilling Invoice Cycle:           | Quarterly – billed in advance  |
| 30. Subscription Fee per Invoice Cycle:  | \$1,278.00 for up to 275 service locations billed<br>Any additional service locations will be billed at \$240.00<br>for each 50 service location increments. |
| 31. Payment Terms:                       | Payment due thirty (30) days from invoice date   |

## MUNIBILLING CONTACT INFORMATION

|                                     |   |
|-------------------------------------|---|
| 32. Company Name and Address:       | Crestline Software LLC, dba/MuniBilling<br>3300 Battleground Avenue<br>Greensboro, NC 27410 |
| 33. Phone:                          | (800) 259-7020  |
| 34. Website:                        | www.munibilling.com   |
| 35. Management Contact              | <u>Larry Foster</u>   |
| 36. Title:                          | <u>President</u>  |
| 37. Phone #:                        | <u>585-615-6629</u>   |
| 38. Email Address:                  | <u>Larry.Foster@MuniBilling.com</u>   |
| 39. Customer Support Email Address: | <u>Support@MuniBilling.com</u>  |
| 40. Implementation Contact:         | <u>Heidi Frazier</u>  |
| 41. Title:                          | <u>Implementation Program Mgr.</u>  |
| 42. Phone #:                        | <u>(800) 259-7020</u>   |
| 43. Email Address:                  | <u>Heidi@MuniBilling.com</u>  |

## ADDITIONAL BILLING INFORMATION – If applicable

|                                       |  |
|---------------------------------------|--|
| 44. BPaaS Fee:                        | \$90.00 per Invoice Cycle plus \$0.31/page plus postage<br><br>Includes printing standard 8.5 x 11 statement with tear off stub, a customer return envelope,<br>and CASS certification. A minimum fee may apply if printing less than 200 pages. |
| 45. Bill Postage:                     | Actual cost to be reimbursed by Customer   |
| 46. Bill Inserts:                     | Will be quoted per job   |
| 47. BNaaS Fee per Invoice Cycle:      | \$10.00 per event plus \$0.03 per notification sent  |
| 48. EPaaS On-line payment processing: | \$38.00/month merchant fee plus 2.99% of the amount  |

of all credit card transactions processed each month

The above fees will be billed to Customer if Customer elects to absorb these fees. Otherwise, In lieu of the 2.99%, Convenience Fees will be charged to your end use customers at the following tiered rates:

| <u>Bill Amount</u>  | <u>Fee</u> |
|---------------------|------------|
| \$0.1 - \$50.0      | \$1.49     |
| \$50.01 - \$100.00  | \$2.94     |
| \$100.01 - \$150.00 | \$4.39     |
| \$150.01 - \$200.00 | \$5.84     |
| \$200.00 and up     | 2.99%      |

E-checks or ACH payments by your end use customers will be charged \$1.00/transaction, regardless of the amount paid.

49. LaaS:

N/A – not utilized

50. Bank and Merchant Account Fees:

Any additional fees incurred, e.g., processing fees, returned check fees, lockbox fees, etc. will be passed through to Customer

51. Fee Increases:

Upon each Agreement anniversary date, any of the fees specified above may be increased by the change in the U.S. Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, for the most recent preceding 12-month period for which the index is available.

52. Retroactive Fee Adjustment:

If a review of System usage reveals that the actual number of active service locations billed exceeds the pricing tier invoiced, MuniBilling may make a retroactive adjustment to correct for the amount undercharged.

**Schedule B**

MuniBilling's quote dated July 24, 2025 for Customer is incorporated herein by this reference.

**PAGE BREAK**



**CONTRACT AGREEMENT**

**BETWEEN**

**FCS, a Bowman company**  
Redmond Town Center  
7525 - 166<sup>th</sup> Ave. NE Suite D-215  
Redmond, Washington 98052

**AND**

**Village of Taos Ski Valley (VTSV)**  
PO box 100  
7 Firehouse Road  
Taos Ski Valley, NM 87525

**PROJECT: Water and Wastewater Rates Study**

**THIS AGREEMENT** combines all understandings between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements or understandings, whether written or oral.

The performance of the professional services herein described and authorized by **Village of Taos Ski Valley (VTSV)**, as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Sections and Exhibits which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section I - Relationship of the Parties**
- Section II - Contract Provisions**
- Exhibit A - Scope of Work and Task Plan**
- Exhibit B - Fee Schedule**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

of September 2025

**APPROVED:**

**FCS, a Bowman company**

**APPROVED:**

**Village of Taos Ski Valley**

  
**Angie Virnoche**

Principal

Date: September 25, 2025

Date: \_\_\_\_\_

## **SECTION I: RELATIONSHIP OF THE PARTIES**

The **Village of Taos Ski Valley** ("Client"), desires a **Water and Wastewater Rates Study** ("Project"). In furtherance of the Project, the Client hereby contracts with **FCS, a Bowman company** ("FCS") to perform the professional services described in Exhibit A of this Agreement. All services shall be performed under the joint supervision of the Client's Representative, **Rick Bellis**, or a designee or designees identified in writing to FCS by the Client's Representative.

This Agreement shall inure to the benefit of and be binding upon successors, assigns, and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

## **SECTION II: CONTRACT PROVISIONS**

**1. Scope of Work:** FCS shall perform the service for the Client which as defined in Exhibit A of this Agreement.

**2. Contract Term:** The Scope of Work for the conduct of the study as set forth above is anticipated to be completed by FCS within the time frame specified below:

**Notice to Proceed:** On or before **September 2, 2025**

**Contract Term:** Contract shall expire on **June 30, 2026**.

FCS agrees to perform the work described in the Scope of Work according to the contract schedule. Any delays shall be agreed upon by FCS and Client prior to the due date. Changes in the schedule caused by Client delays may require additional compensation and a change order.

If FCS is delayed in the performance of services by conditions which are beyond their control, or by a change in the scope of work, the schedule showing time of performance may be revised. Any revision thereto shall be submitted in writing to the Client for review and approval by the Client Representative. If FCS's services are temporarily suspended by the Client in the interest of the Project and with written notice to FCS, and the suspensions last longer than 90 consecutive days, FCS shall be compensated for any additional labor and direct expenses incurred due to the interruption and resumption of services.

**3. Payment:** FCS will be paid by Client on a time and materials basis in accordance with the standard billing rates attached here to as Exhibit B. Direct expenses will be charged as identified in Exhibit B. FCS agrees to perform the services as set forth in Exhibit A at a cost not to exceed **\$50,620**. It is understood that FCS will not exceed this amount without Client's prior written authorization. Payment to FCS for services set forth in Exhibit A shall be: an amount equal to FCS's standard billing rates as set forth in Exhibit B multiplied by the actual hours worked in the period.

Should any unforeseen project delays, not caused by FCS, and/or any requested amendments to the original scope of work, cause this contract to extend more than 90 days past the original contracted schedule date, any work and/or amendments to the work shall be billed at the standard billing rates in effect for the period of time the work is being performed. If said

change in billing rates will cause the project to exceed the amount stated in the preceding paragraph, a change order will be prepared and signed by both parties.

FCS will invoice Client monthly and payment shall be made within 30 days of receipt of invoice.

**4. Supplemental Agreements:** Supplemental Agreements may be entered into upon mutual written agreement that would increase or decrease the scope and associated costs and payment.

**5. Work to be Accomplished:** All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

**6. Termination:** This contract may be terminated by the Client by giving FCS written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. FCS shall be entitled to terminate this agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice. In the event that the contract is terminated before completion, FCS shall be paid for the services to date on the basis set forth in Paragraph 3, plus 10% of the total compensation earned to time of termination to compensate for FCS's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination. The Client shall notify FCS of termination or abandonment in writing.

**7. Indemnity:** FCS shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

FCS hereby agrees to hold the Client harmless from and shall process and defend at its own expense, specific claims, demands or suits at law or equity, arising from FCS's negligent performance of the provisions of this Agreement; provided that if the Client and FCS are concurrently negligent, FCS shall be required to indemnify and defend only in proportion to negligence of FCS. These indemnity provisions shall not require FCS to defend or indemnify the Client against any action based solely on the alleged negligence of the Client.

If the Client makes changes to FCS work product without authorization of FCS the indemnity provisions shall not require FCS to defend or indemnify the Client against any action that arises from the unauthorized changes to FCS work product.

**8. All Work Produced is Joint Property of FCS and the Client:** The materials, computer programs, reports, calculations, analyses, etc., generated by FCS under this contract including the final report shall be the joint property of the Client and FCS. FCS may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the Client as to use.

Computer models use generally available software, such as Microsoft Excel (TM), and FCS does not intend or imply any warranty of those programs.

**9. Intended Use and Users of the Work Product:** The work products provided under this Agreement are intended for the use of the Clients for the purposes described in the Scope of Services at Exhibit A. No other users or uses are intended or implied. FCS is not a Municipal Advisor as defined by the US Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). Clients will not represent the work products provided

under this Agreement as Municipal Advice within the legal definitions represented by the SEC and the MSRB.

The information used in developing the forecast assumptions will be derived from published information and other sources FCS considers appropriate. However, FCS cannot assume responsibility for the accuracy of such material. Moreover, forecasts are subject to many uncertainties as to the future; therefore, FCS cannot represent that the projected financial statements will be representative of the results that actually occur. FCS will endeavor to include appropriate comments drawing the readers' attention to these matters.

**10. Integrated Agreement:** This agreement together with attachments or addenda, represents the entire and integrated agreement between the Client and FCS and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended by written instrument signed by both the Client and FCS.

**11. Independent Contractor:** The parties intend that an independent Contractor/Client relationship will be created by this agreement. No agent, employee, or representative of FCS shall be deemed to be an agent, employee, or representative of the Client for any purpose. FCS shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this contract.

**12. Equal Opportunity:** FCS is committed to the principles of providing equal employment opportunities for all employees. The performance and diversity of our employees will help us meet the challenges of the present and the future in serving our clients. This policy statement is a reaffirmation of our long-standing commitment to provide equal opportunity on the basis of individual merit and personal qualifications to employees and applicants for employment without regard to race, color, religious creed, sex, sexual orientation or preference, gender identity, genetic characteristics or information of employee or family, age, national origin, ancestry, marital status, citizenship, the presence of sensory, mental, or physical disability, pregnancy/childbirth or related condition, medical condition, membership in the military service, veteran's status, political ideology or any other basis protected by applicable federal, state, or local laws.

**13. Notices:** Notices to the Client shall be sent to the following address:

**Village of Taos Ski Valley**

Attention: Rick Bellis

PO Box 100

7 Firehouse Road

Taos Ski Valley, NM 87525

Notices to FCS shall be sent to the following address:

**FCS, a Bowman company**

Attention: Angie Virnoche, Principal

Redmond Town Center

7525 – 166<sup>th</sup> Ave. NE, Suite D-215

Redmond, Washington 98052

**EXHIBIT A: SCOPE OF WORK AND TASK PLAN****Task 1 | Project Initiation Meeting & Data Collection**

A project initiation meeting will be held remotely at the commencement of the project with the FCS team and the Village project team. This meeting will establish the goals and objectives of the overall project and focus the efforts of the project team. The items to be covered at the meeting include review of the scope of work, identifying project objectives, expectations, and deliverables, outlining the project schedule and key milestone review points, and discussing appropriate lines of communication.

At the initiation meeting, FCS will provide a data needs list encompassing historical and projected revenue, expenses, fiscal policies, capital plans, fund balances, and system planning data. The data will be reviewed, analyzed, and validated for inclusion in the study process.

**Task 2 | Revenue Requirement Analyses**

Task 2 determines the overall revenue needs of the water and wastewater systems over the planning period using the Village's budgets, actual financial information, debt service schedules, capital improvement plans, established financial policies, and agreed-upon escalation rates.

This task establishes a sustainable, multi-year separate financial management plan for each (water and wastewater) system, projecting financial needs by generating sufficient and sustainable revenue. In developing the financial plans, we determine the annual cash flow needs by identifying expenses incurred to operate and manage the water and wastewater systems. Alternative rate implementation scenarios will be developed to balance the timing and magnitude of differing costs and capital funding mechanisms. Capital prioritization and overall asset management funding approaches can be used to optimize proposed rate strategies.

**Task 3 | Cost-of-Service Analysis**

The cost-of-service analysis (COSA) task involves allocating water and wastewater system costs to customer classes based on a methodology consistent with industry-accepted ratemaking principles. This analysis establishes a defensible basis for assigning cost shares and defining "cost equity" among the Village's customer classes in a way tailored to the unique characteristics of the Village's water and wastewater systems and customers. The COSA must account for differences in the character and nature of service provided to various customer classes when defining "equitable" cost recovery. The COSA develops a series of functional allocations that distribute cost pools to classes of customers linked to a proportionate share of costs required to serve their demand.

This analytical exercise will identify the cost to serve each customer classification within the system. The results will identify any warranted shifts in cost burden that could improve equity between customers from the existing rate structure. It also identifies the unit cost for each cost category, which helps to inform the rate design process.

**Task 4 | Rate Design**

Rate design enables innovative approaches to cost recovery and can be a tool for sending the appropriate price signals to meet the Village's priorities and objectives. The priority of this task will be to evaluate the current rate structures of the Village to ensure they are achieving the identified policy goals and propose any additional changes to best align with the Village's priorities. During this task, a tiered-rate structure will be evaluated. A rate structure prioritization exercise can be completed to prioritize the rate structure attributes, such as revenue stability, affordability, conservation, administrative ease, and equity, to determine how current rate structure(s) align with prioritized attributes and identify where improvements in existing rate structures may be made. After completing this task, the Village will be confident that the preliminary rate structures are highly supportable from the facts and evidence built from the foundations of the revenue requirements and cost-of-service.

### **Task 5 | Council Engagement**

The success of a rate study relies on an open and involved process for engaging the Village Council on the rate study process and clearly defining the cost basis for the fees imposed on customers by linking the financial requirements to costs.

We propose three (3) presentations to the Village Council throughout the rate study. The first presentation is at the onset, and will be an introduction to rate studies. This will set the stage for Council to understand the steps and decisions within the rate study process. The second presentation will summarize the results of the revenue requirement analyses (Task 2). The third presentation will be at the end of the study, summarizing the cost-of-service and rate design components (Tasks 3 and 4).

The presentations will serve as official documentation of the rate study process, assumptions, decisions and results.

### **Task 6 | Project Review Meetings**

Regular engagement with the project team throughout the project will be crucial to ensure that the work products accurately reflect the Village's needs and goals. We have budgeted six one-hour review meetings, one for each stage of the analysis (Tasks 2, 3, and 4) for each utility.

**EXHIBIT B: FCS, A BOWMAN COMPANY. FEE SCHEDULE**

The budget to complete the Study is provided below.

| Task Detail                                       | A Virnoche | M Hobart | C Hansen   | Hours            | Budget          |
|---|------------|----------|------------|------------------|-----------------|
|   | Principal  | PM       | Sr Analyst |                  |                 |
| <b>Task 1 Project Kickoff and Data Collection</b> | 1          | 2        | 4          | 7                | \$1,545         |
| <b>Task 2 Revenue Requirement Analyses</b>        | 4          | 24       | 40         | 68               | \$14,460        |
| <b>Task 3 Cost of Service Analyses</b>            | 4          | 24       | 40         | 68               | \$14,460        |
| <b>Task 4 Rate Design</b>                         | 4          | 16       | 24         | 44               | \$9,580         |
| <b>Task 5 Council Engagement</b>                  | 3          | 12       | 12         | 27               | \$6,075         |
| <b>Task 6 Project Review Meetings</b>             | 6          | 6        | 6          | 18               | \$4,500         |
| <b>Budget Estimate</b>                            |            |          |            | <b>232 hours</b> | <b>\$50,620</b> |

**BILLING RATES – effective February 10, 2025**

| <b>Position/Title</b>                |                | <b>Billing Rate</b> |
|--------------------------------------|----------------|---------------------|
| Principals                           | Standard Rates | \$295-\$325         |
| Project Managers                     | Standard Rates | \$220-\$250         |
| Consultants                          | Standard Rates | \$170-\$205         |
| Administrative and Technical Support |                |                     |
| Public Relations                     |                | \$185               |
| Technical Writer/Graphic Artist      |                | \$160               |
| Administrative Support               |                | \$110               |

**DIRECT EXPENSES**

Direct Expenses will not be charged for ordinary project-related expenses. For any client-requested extraordinary expenses, specific terms will be established prior to expenditure and billing.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2025

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

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

PRODUCER  
Foundation Risk Partners, Corp.  
P.O. Box 219  
Timonium MD 21094

|                               |  |
|-------------------------------|--|
| CONTACT NAME:                 | Certificate Team                                     |
| PHONE (A/C, No, Ext):         | 410-832-7600   |
| FAX (A/C, No):                | 410-832-1849   |
| E-MAIL ADDRESS:               | certsprisk@foundationrp.com                          |
| INSURER(S) AFFORDING COVERAGE | NAIC #   |
| INSURER A:                    | The Charter Oak Fire Insurance Company 25615         |
| INSURER B:                    | Travelers Property Casualty Company of America 25674 |
| INSURER C:                    | Berkshire Hathaway Specialty Insurance Company 22276 |
| INSURER D:                    | Beazley Insurance Company, Inc. 37540                |
| INSURER E:                    |  |
| INSURER F:                    |  |

INSURED  
Bowman Consulting Group Ltd.  
12355 Sunrise Valley Drive,  
Suite 520  
Reston VA 20191

BOWMCON-03

**COVERAGES****CERTIFICATE NUMBER:** 1874734119**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD  | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|---|---------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |   | 630A3238719         | 8/31/2025               | 8/31/2026               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPIOP AGG \$ 2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |   | 810-5880B353-TCT-24 | 8/31/2025               | 8/31/2026               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0  |   | CUP6J395074         | 8/31/2025               | 8/31/2026               | EACH OCCURRENCE \$ 25,000,000<br>AGGREGATE \$ 25,000,000<br>\$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input checked="" type="checkbox"/> N <input type="checkbox"/> A | UB6J317115          | 8/31/2025               | 8/31/2026               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| C        | Primary Professional & Poll. Liab   |   | 47-EPP-330666-03    | 8/31/2025               | 8/31/2026               | Each Claim/Aggregate \$5M/\$5M  |
| D        | Excess Professional Liability   |   | V3349C250401        | 8/31/2025               | 8/31/2026               | Each Claim/Aggregate \$5M/\$5M  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 25-06 2025 - Water and WasteWater Rates Study. If required by an insured written contract, executed prior to any loss, the certificate holder is an Additional Insured on a primary and non-contributory basis under the General Liability and Auto Liability Policies subject to all policy terms and conditions. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General Liability, Auto Liability, and Workers Compensation Policies subject to all policy terms and conditions. Umbrella Policy follows form over General Liability, Auto Liability, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

**CERTIFICATE HOLDER**

The Village of Taos Ski Valley  
7 Firehouse Road  
Taos Ski Valley NM 87525

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



# **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 15<sup>th</sup> DAY OF AUGUST, 2025.

VOTE FOR: 4 AGAINST 0 ABSTAIN 0

(SEAL)



VILLAGE OF TAOS SKI VALLEY

Chris Stanek, Mayor

ATTEST:

Marlene Salazar  
Village Clerk