



**VILLAGE COUNCIL REGULAR MEETING AGENDA
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, APRIL 18, 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 MARCH 21, 2025, REGULAR VILLAGE COUNCIL MEETING**

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

B. CITIZEN'S FORUM - Public comment on agenda items. Limit of 5 minutes per person. This is an opportunity for the public to comment on items appearing on the meeting agenda, except for Public Hearing items. Subsequent public comments by persons not directly affected will generally be permitted only at the discretion of the presiding officer during discussion of agenda items by and among the Council members and persons and entities who are directly affected.

6. COMMITTEE REPORTS

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

7. REGIONAL REPORTS

8. MAYOR'S REPORT

9. ADMINISTRATOR AND STAFF REPORT

10. FINANCE REPORT

- 11. 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, or if a citizen so requests, that item will be heard when reached under the regular agenda.

A. Consideration to Approve **Resolution No. 2025-016** requesting a Budget Adjustment (BAR) to the FY2025 Budget, adding revenues and expenses in the Law Enforcement Retention Fund (LERF) to Reflect the LERF awarded to Village of Taos Ski Valley from the NM Department of Public Safety.

B. Council Acceptance of the FY 2025 3rd Quarter Financial Report to be submitted to the NM Dept. of Finance Administration, Local Government Division by 30, 2025.

C. Consideration to approve a **Sublease of Unit 102 In the Neal King Memorial Firehouse**, between Taos Ski Valley, Inc., a New Mexico corporation ("Landlord"), and The Village of Taos Ski Valley, a New Mexico municipal corporation ("Tenant").

12. OLD BUSINESS

(None at this time)

13 . NEW BUSINESS

A. A proclamation by the Village of Taos Ski Valley recognizing and in support of Building Safety Month, presented by Jalmar Bowden, Village of Taos Ski Valley Building Official.

B. Discussion, consideration and possible approval of **RESOLUTION 2025-017** **A Resolution by the Village Council Establishing the Village of Taos Ski Valley Employee Benefits and Repealing Prior Inconsistent Ordinances.**

C. Consideration and possible appointment of Taos Ski Valley resident Janet Ratliff to the Village Parks and Recreation Committee to fill a current vacancy.

14. OTHER BUSINESS

PUBLIC NOTICE: The Village of Taos Ski Valey will conduct a Budget Workshop from 10am to 3pm on April 26th, 2025 at Room 102, 9 Firehouse Rd, Village of Taos Ski Valley. Workshops are informal sessions for presentations, discussion, informational, and planning purposes only and no business will be conducted.

15. 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.

16. Report on closed session by Village Attorney.

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

18. ADJOURNMENT



**VILLAGE COUNCIL REGULAR MEETING MINUTES
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, APRIL 18, 2025 1:00 PM**

1. CALL TO ORDER AND NOTICE OF MEETING

The regular meeting of the Village of Taos Ski Valley Council was called to order by Mayor Pro-Tem Wittman at 1:00 pm. Notice of the meeting was properly posted.

2. ROLL CALL

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

Governing Body Present:

Mayor Pro-Tem Wittman

Councilor Caldwell

Councilor Turner

Councilor Stagg

Not Present: Mayor Chris Stanek

3. APPROVAL OF THE AGENDA

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

4. APPROVAL OF THE MINUTES OF THE MARCH 21, 2025, REGULAR VILLAGE COUNCIL MEETING

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

5. A. CITIZEN'S FORUM –for non-agenda items only. Limit to 5 minutes per person (please email msalazar@vtsv.org to sign up)

Timothy Blevin's (father) of the late Simon Tate (deceased) TSVI employee, spoke in regard to his son's tragic accident that occurred on the mountain on March 28, 2025. Mr. Blevins stated he had been on a quest to find out what happened to his son. Mr. Blevins reported that his son passed away at Mogul Medical due to his injuries from a ski accident. Mr. Blevins stated he spoke with TSVI, and Village employees whom he stated were loving, and kind, and thanked everyone. Mr. Blevins asked the Council members to read the police report about this case and asked that everyone take a moment of silence in his sons' memory.

(Mayor Pro Tem Wittman then proceeded to take a moment of silence to honor Simon Tate, and offered the Mayor and Council's condolences to Mr. Blevins)

B. CITIZEN'S FORUM - Public comment on agenda items. Limit of 5 minutes per person. This is an opportunity for the public to comment on items appearing on the meeting agenda, except for Public Hearing items. Subsequent public comments by persons not directly affected will generally be permitted only at the discretion of the presiding officer during discussion of agenda items by and among the Council members and persons and entities who are directly affected.

6. COMMITTEE REPORTS

A. Planning & Zoning Commission: Board Commission Chair Wittman reported no meeting was held in April 2025. The May meeting is currently being discussed, the next meeting will be tentatively held on May 5, 2025, at 1:00 pm.

B. Public Safety Committee: Committee Chair Caldwell reported a meeting was held on April 7th, 2025 at 10:00 am. Committee Chair Caldwell was unable to attend so had little information.

C. Firewise Community Board: Committee Chair Caldwell reported the committee is working with VTSV to send out a video from the NFPA. The video offers informational tips for residents in regard to hardening and preparing their property and protecting citizens homes from wildfires.

Resident Matthew Hayner suggested the Village use funds left over from the NFL grant in purchasing or renting a chipper. Mr. Hayner suggested the funds be used for a chipper that residents can utilize on their properties, in efforts to help the Village Fire Department with moving some of the flammable wood laying around and chipping it. **Finance Director Griesedieck** stated the funds for the NFL grant are only to be used for purchasing contractors to work. **Village Administrator Rick Bellis** reported two projects are currently underway. Taos County is looking into getting a shredding machine that shreds tires and wood chips. If approved this will be lent to requesting municipalities. The Village is also looking into a Grant to obtain a permanent chipper for use by VTSV staff.

D. Parks & Recreation Committee: No reports, the next meeting of the Parks & Recreation Committee will be held on April 22, 2025, at 10:00 am.

E. Lodger's Tax Advisory Board: Board member Stagg reported a meeting was held on April 2, 2025, at 1:00 pm. The Village Budget was discussed for FY 25-26 and was submitted to Village Administrator Rick Bellis, and Village Finance Director Carroll Griesedieck for processing.

(This item will be discussed further in this meeting below 11.B)

7. REGIONAL REPORTS: Village Administrator Rick Bellis stated this item will be discussed under Administrator and Staff Reports (below)

8. MAYOR'S REPORT: No reports

9. ADMINISTRATOR AND STAFF REPORT: Village Administrator Rick Bellis reported the Village is currently updating the Personnel Policy, particularly benefits, job descriptions, and policy organizational charts. **(Items will be discussed further in this meeting 13.B)**

Contractor Wooldridge has been working on charting workflows, benchmarks and timelines on Village projects.

The new meeting room, located at Unit 103, 9 Firehouse Rd., is up and running and ready to host hybrid meetings.

Ambitions IT group is working on separating Village files and access privileges in accordance with department and individual responsibilities. This was a security concern as all employees were able to access all files. Now employees can only access files according to their specific areas of need and duties.

Eight million dollars was awarded to the Regional Town of Taos Landfill for recycling. The funds should be available by mid-July 2025.

The Village Public Works Department has been transporting sludge to the Town of Taos Landfill on a regular basis. The Town of Taos Landfill board performed a rate analysis on trash utilities, and an increase is underway. This will be an increase in addition to the annual COLA that Waste Management sends out.

VTSV is working with Chaz Rockey and the TIDD Board infrastructure group in generating a report for the May Village Council Meeting. The report is in regard to the second half of the TIDD dedication for route 150 project and underground electric.

The Trails Plus Grant has been signed and the Village has received the contract. The Village will receive the \$94, 000.00 dollars up front and the work will start within the next week or so on Kachina Vista Park improvements.

VTSV IPRA requests have been in abundance lately and are being processed in a timely fashion, in accordance with the state law. The legislation to help reform IPRA did not pass.

Village Administrator Bellis mentioned that the NMML league has continued to fight for the continuation of the carveout tax for the Water Trust Board at 145, 000, 000.

Village Administrator Bellis thanked Councilman Stagg for helping with the Lodgers Tax Board meeting and making needed cuts. VTSV Public Works department will be taking over the Hiker Parking restroom to relieve the Parks & Recreation committee from this duty to save money and Councilor Stagg offered TSVI's help with maintenance and watering the flower baskets on Sutton Place.

Administrator Bellis reported there has been a lot of activity on water rights. There was an early release of water of the San Juan Chama reserves by the Bureau of Reclamation. The big question being asked was if the water was going to be replenished.

Administrator Bellis stated a follow up meeting will be held in June 2025 with USFS. The meeting discussion will include finding solutions to mitigate overuse impacts on USFS and VTSV facilities. He hopes this will help VTSV, TSVI, USFS, the Taos Pueblo and other stakeholders compromise and come to mutual agreements on signage, and public awareness, and overuse etc.

Project Manager Robert Wooldridge reported on the Underground Electric Project. The project will continue next on Bighorn Hill, Twining, Upper Twining and Coyote Lane. Additional contractors are being pursued to work in Amizette. The Village and Kit Carson Electric are working on placing underground transformers where needed. Project Manager Wooldridge will be reaching out to residents that are affected by the construction across the right-of-way. **Village Administrator Bellis** stated a map will be sent out to residents of the houses and locations in regard to the Electrical Underground Project being worked on next. The Village will also schedule time, if possible, for Mr. Reyes (Kit Carson Electric) to speak on the Underground Project at the next Village Council meeting in May 2025.

10. FINANCE REPORT: Village Finance Director Griesedieck reported all the information is in the Council packet. Finance Director Griesedieck recommends the Mayor & Council approve The FY 2025 3rd Qtr. financial report that will be discussed in the meeting today. **(Item 11.B)** Director Griesedieck stated two grants from NMED were approved for a time extension of two additional years. The two grants are the Capital Outlay Grants, H4297-Booster Station Kachina Tank, and F2393-Other Booster Station for the Water Network Infrastructure.

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MOTION: Councilor Turner **SECOND:** Councilor Caldwell **PASSED:** 3-0

1-ABSTAIN-Councilor Stagg

12. OLD BUSINESS

(None at this time)

13. NEW BUSINESS

A. A proclamation by the Village of Taos Ski Valley recognizing and in support of Building Safety Month, presented by Jalmar Bowden, Village of Taos Ski Valley Building Official.

Building Official Jalmar Bowden reported the information is in the Council packet. Official Bowden stated this proclamation is to bring awareness to residents with the importance of hardening and Wildfire ignition information. Official Bowden offered his services and invites all owners to contact him for advice and recommendations.

B. Discussion, consideration and possible approval of **RESOLUTION 2025-017 A Resolution by the Village Council Establishing the Village of Taos Ski Valley Employee Benefits and Repealing Prior Inconsistent Ordinances.**

DISCUSSION: Village Administrator Bellis recommends this items approval as it will simplify the current multiple Villages employee leave categories into one. The Village currently has sick, and or vacation leave and the Village would like to combine them into one category as personal leave. This will alleviate employees calling in sick in order to use their sick leave. All other categories will be condensed under Administrative Leave.

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

C. Consideration and possible appointment of Taos Ski Valley resident Janet Ratliff to the Village Parks and Recreation Committee to fill a current vacancy.

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

14. OTHER BUSINESS

PUBLIC NOTICE: The Village of Taos Ski Valey will conduct a Budget Workshop from 10am to 3pm on April 26th, 2025, at Room 102, 9 Firehouse Rd, Village of Taos Ski Valley. Workshops are informal sessions for presentations, discussion, informational, and planning purposes only and no business will be conducted.

Village Administrator Bellis announced this meeting will not be broadcast; it is an in-person meeting only. Residents are encouraged to attend.

15. 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.

16. Report on closed session by Village Attorney.

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

The next meeting will be the Village Budget Workshop on Saturday April 26, 2025, at 10:00 am in person meeting, followed by the Regular Village Council Meeting on May 16, 2025, at 1:00 pm via Zoom.

18. ADJOURNMENT

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



Mayor Pro-Tem Wittman

Attest:



Acting Village Clerk, Marlene Salazar



VILLAGE ADMINISTRATOR'S REPORT

APRIL 14, 2025

Mayor and Council,

Please find below the Village Manager's December Report on the activities of the office for the prior 30 days.

Reports for the significant activities of all other 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:

TOWN COUNCIL:

- All meeting agendas along with relevant agenda packets continue to be completed, posted, and distributed to the public, and respective Council and/or Committee members on time and complete, on the Monday preceding the Friday Regular Council Meetings, 2 full days ahead of the required 72-hour notice.
- Fielded calls and email inquiries from Council members.
- Worked with consultants, Finance and Council to fix a time/place for a financial presentation and budget hearing for FY 25/26 Budget
- Obtained sub-lease agreement for Room 102, 9 Firehouse Rd. as a public meeting space for the Council and Committees.
- Ordered furniture and equipment for the above and met with IT consultants regarding IT needs for conducting hybrid meetings.
- Fielded constituent situations/concerns.
- Met with Taos Mountain Alliance regarding proposed ordinances and concerns regarding trail access.

ADMINISTRATION:

- Worked with IT consultants and management team to establish a secure file structure with approved permissions for accessing data between programs. Moved files between departments Partitioned hard drive and reset pathways to allow access by copiers, scanners, equipment, etc. and secure remote access. This is a



VILLAGE ADMINISTRATOR'S REPORT

APRIL 14, 2025

first step toward establishing a segregation of duties based on actual responsibilities, creating a realistic organizational chart and updated job descriptions.

- Performed analysis of Lodgers Tax receipts and current budget. Developed multi-scenario options for LTAB for consideration at FY 25/26 LTAB Budget Meeting.
- Continued to preview website, utility and comprehensive software packages to try to integrate all departments into the same system.
- Attended NCEDD and Taos County Economic Stakeholders Meeting regarding development of regional priorities.

UTILITIES:

- Worked with Finance and financial advisors to finalize budget projections for Budget Workshop.
- Reworked utility complaint procedure and worked with Public Works and Utility Clerk to research and handle final remaining water rate complaint.
- AnchorBuilt emergency repair contract finalized.
- Received KCEC list for remaining underground electrical services.
- Work continues on KCEC microgrid project.
- Participated in bi-weekly progress meetings with Dennis Engineering, TSVI, Public Works for water, sewer projects, leakage analysis, etc.
- Participated in engineer/contractor and mediation sessions for resolution of frozen pumps for new Village booster pump.

SOLID WASTE/RECYCLING:

- Governor's Office awarded the \$8,000,000 for the regional recycling proposal.
- Sludge drying out to reduce weight before initializing transfer of surplus WWTP sludge to Taos Regional Landfill.
- Performing rate analysis in anticipation of Taos Regional Landfill Board rate adjustment starting July 1, 2025.



VILLAGE ADMINISTRATOR'S REPORT

APRIL 14, 2025

TIDD:

- Continue exploring with TSVI and TIDD idea of coordinating project funding for extension of Ernie Blake improvements up Twining Rd, with design work already contracted and underway.
- Received package from TSVI for dedication to Village of Rt. 150 corridor utility project (electric). Performed initial review, established project review committee and are meeting weekly to conduct analysis, present report with recommendation to Council for May Council Meeting.
- Meeting by Zoom with TSVI representative and Village review committee on 4/16/25 regarding above project to clarify any questions remaining.

GRANTS/CAPITAL OUTLAY:

- Signed Trails+ Grant received back. Initiating advance payment request. Beginning contract process for 3 grant subcontractors to be approved by Council at May meeting.
- Awaiting technical assistance contract from NCEDD regarding grant assistance on infrastructure priorities.

PERSONNEL:

- Advertising completed for Clerk, Deputy Clerk and Public Works positions.
- Continued "Workgroup Meetings" that are replacing weekly Management Meetings.
- Continue to assist and train Acting Clerk, who is doing an outstanding job.

MISCELLANEOUS

- IPRA requests continue to be handled by the Village promptly and accurately, with most being completed within 24 hours.

CODE ENFORCEMENT:

- Complaints received regarding construction debris blowing around the neighborhood. Sent Building Official to meet with the contractor to ensure that the materials were secured and to clean up site and surrounding area, including removing debris from waterway.



VILLAGE ADMINISTRATOR'S REPORT

APRIL 14, 2025

- Prior subject of complaint regarding signage now fully compliant.

COMMITTEES:

Public Safety/Firewise Committee

- Continue to attend monthly meetings.
- Recommended bi-monthly meetings and that the PS/FW Committee receive copy of Department Report for Council Meetings, with the ability to return to monthly meetings on an as needed basis should issues arise, but most projects under the Committee's oversight are multi-month or multi-year projects with little progress to report on a month-to-month basis.

Parks and Recreation Committee

- Continue to attend monthly meetings.
- Presenting tentative appointment for opening on Committee to Council at April Council Meeting.
- See Grants/Capital Outlay regarding Trails+ Grant.
- Discussion with LTAB and PARC Chair resulted in Village agreeing to assume full responsibility for clean-up and maintenance of toilet and parking lot at Williams Lake Trailhead due to reduction in Lodgers tax allocation to PARC. TSVI will also assume responsibility for flower baskets after PARC's purchase this year.

Planning and Zoning Committee

- No meeting or business to come before the P&Z Commission in April.
- Continue reaching for funding sources for Comprehensive Plan, but have added line item in FY 25/26 Budget for a consultant in case grant search efforts are unsuccessful.

Lodgers Tax Advisory Board

- Attended April in-person meeting regarding FY 25/26 Budget.
- Provided Board with current budget adjusted for actual revenues and 2 scenarios (7% and 14% reductions) to achieve a balanced budget and to begin to rebuild a reserve fund for down years or unplanned projects that might arise.



VILLAGE ADMINISTRATOR'S REPORT

APRIL 14, 2025

- Recommended that a follow-up meeting or interim committee meet to examine cost-benefit of each program funded, develop reporting standards for grantees on service statistics generated/effectiveness in generating new tourism.

ICIP/Infrastructure Committee

- Did not meet in April.
- Full committee membership needs to be replaced as all member's terms have expired. Form to volunteer has been added to the Village website.

Chamber of Commerce

- Asked to participate on Board going forward. Will clear with Council before responding.

Taos Regional Landfill

- Meeting cancelled for Town of Taos RFP, promoted by VTSV with other member support, for solicitation of bids for a consultant to operate the Taos Regional Landfill.
- Rate study indicates that the Taos Regional Landfill needs to increase rates to meet operational and reserve requirements. Consultant will review impact of rate adjustments by municipality/member for next meeting on 4/17/25.

Northern Pueblos Regional Transportation Planning Organization

- Observed April meeting. Robbie attended representing the Village.

San Juan Chama Stakeholders

- Attended the San Juan Chama Stakeholders meeting, held by the Office of the State Engineer.
- Participated in Bureau of Reclamation Annual Stakeholders Meeting regarding San Juan Chama Project and associated water rights, as well as fees to be charged to members by the BoR for managing SJC water.
- Attended multiple other water management and water right meetings, including Rio Hondo Watershed consortium.



VILLAGE ADMINISTRATOR'S REPORT

APRIL 14, 2025

Taos County Soils and Water Conservation District (TCSWCD)

- No activity this month.

US Forest Service (USFS)

Coordinated with USFS Questa Ranger District Filed Office staff regarding Village parking ordinance and agreed to delay of consideration while the entities work on broader solutions. USFS will be holding its second stakeholder between the USFS Visitor Use Management Team and the Taos Ski Valley stakeholders sometime in June.

Respectfully submitted this 14th day of April, 2025

Rick Bellis

Monthly Accomplishments March 2025

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

Police

- Lt. Salazar concluded an 18-page detail report on the fatal ski accident that occurred on the TSV. Mountain ski run. We also handled two battery cases on the mountain and a dog bite at the Inn of Taos Ski Valley involving 6 years child.
- Lt. Salzar and I made a commitment to meet with a Lexipol employee every Thursday for 2 hours to update our policy and procedure. This commitment is expected to take about 6 months. We started this commitment this month.
- Operation plans for the two weeks of Spring Break in March were planned and executed. No major incident to report.
- We continued to initiate the ski season operation plan to include issuing parking citations, combat traffic violations and to have a more visible police presence for businesses that are open later during the ski season.
- 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.

TAOS CENTRAL DISPATCH

Incidents Assigned as Responsible Officer

Officer: HUTTER J

Nature of Incident Total Incidents

Accident-Priv 2

Alarm-Res 1

Animal-Bite 1

Battery 1

Citizen Assist 1

Fingerprints 1

Harassment 1

Motorist Assist 1

Traffic Hazard 1

Traffic Stop 7

Trespassing 1

Utility Problem 1

Total: 19

Officer: SALAZAR R `

Nature of Incident Total Incidents

Accident-No Inj 1

Accident-Priv 1

Burglary-Auto 1

Information 1

Motorist Assist 1

Property-Found 1

Reckless Driver 1

Sex Off-Adult 1

Theft-Larceny 1

Traffic Hazard 1

Traffic Stop 1

Unattend Death 1

Welfare Check 1

Total: 13

Officer: TAFOYA M

Nature of Incident Total Incidents

911 Hang Up 1

Abandoned Veh 2

Accident-No Inj 1

Accident-Priv 1

Alarm-Comm 1

Allergy 1

Battery 1

Fire-Structure 1

Harassment 1

Protection Viol 1

Theft-Vehicle 1

Traffic Hazard 1

Traffic Stop 7

Trespassing 1

Total: 21

Officer: VIGIL V

Nature of Incident **Total Incidents**

Accident-Injury 1

Crim Damage 1

Information 1

Property-Lost 1

Shots Fired 1

Total: 5

Fire/EMS Department

Things slowed down in March

Fire:

Small gutter fire at the new fire house caused by some malfunctioning heat tape. Was extinguished quickly and could have been much worse if it happened during off hours. We had a great turn out of paid and volunteer staff. 10 in total.

E-314 is back from the shop and repaired.

ISO inspection when very well. Public works department really helped out increasing our score. Asst Chief Freedman did excellent on preparing our reports. Should have results in a month or 2.

EMS

Again slowed down with 10 transports to Holy Cross.

Unfortunately had one fatality on hill. EMS staff worked well with all other agencies involved- clinic staff, ski patrol and Careflight crew.

Our quarterly pharmacy inspector went well.

Wildland

Began putting people through red card refresher courses and pack tests.

Had a lot of interest in seasonal workers staffing the wildland engine and new REMS team. REMS team almost totally equipped, just waiting on UTV and trailer. UTV inspection will be 4/23.

Chris Hansen has retooled E-315 back to be a certified type 6 engine.

Thanks,
Matt

Matt Rogers DiMM, EMT-P
Fire & EMS Chief
Taos Ski Valley
C: 203-245-9153

PUBLIC WORKS UPDATE

April 18, 2025

- WATER

- Gabe, Rick, Robbie, are attending Monthly meetings with TSVI, DEC on Phoenix waterline project. File Construction is to come back In May to finish last section of waterline on Phoenix Switch back and do leak detection on Kachine line. There is also discussion on the Missions Scada system (water Loss)
- Kevin Cisneros Collecting the regular monthly water routine samples for the month of March.
- Public Works fixed the PRV Vault on Coyote Rd (break) a 3/8 copper sensing line on the PRV Valve causing the Vault to Flood. The Public Crew came in pumped it out and replaced the line . Special Thanks to Kent Kiehl for reporting the Vault flooding.
- Elaine & Gabe are working on residential billing and meter replacement on non-working and old meters. This has been a great success. In April the Public -Works department is looking to purchase a new Neptune meter reader and that will be compatible to read old meters and still be capable to pull past data (usage and flow)
- Kachina Booster Station: The Village is waiting for two pumps for the unit they were damaged due to them freezing and once the village receives the availability of the pumps they will be installed.

- Wastewater

- DMR Submitted April 10,2025 for the month of March 2025.
- Prodigy is still showing up once a month and will also help enter data and review the DMR before being submitted to EPA.

- The Public works Department switch over to Train Two in the Sewer Plant so they can do their Yearly Maintenance and Cleaning on Train One.
- The Flow where down for spring break. The Village treated 359,000 Gallons for the month of March that gets discharged to the Rio Hondo River.
- Gabe & Kevin is to attend the watershed with JR Logan in Taos in April.

- Roads

- The rental equipment for road grading should arrive in the second week of April so the Public Works can start grading roads and getting them ready for the dust control application in May.

- Staff

- Public works Department is still short staffed.

- Solid waste

- Public works will start transporting sludge to Taos landfill in April.
- The Trash Compactor Schule will change in May to be picked up from 3 days a week back to 2 times per week .

Lab Summary Report

Mar-25

Current Permit Requirements																										
7 day	30 day	max	45.00		35.70		35.70		3.20		5.34		0.75		1.20											
			30.00	23.80	6.6-8.8	45.00	35.70	3.20	5.34	0.50	0.80															
			n/a		n/a		n/a		n/a		n/a		n/a		n/a											
Date	BOD Data		pH		TSS		TKN		NH ₃ (Ammonia)		NO ₃ -(Nitrate)		NO ₂ -(Nitrite)		Total P		Flow, MGD		E.Coli		Fecal		Date			
	mg/L	lb/d			mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	mg/L	lb/d	Daily	Weekly Average	Weekly Total	CFU	CFU					
1			6.77														0.060						1			
2			6.70														0.056						2			
3			6.73														0.055						3			
4			6.67														0.051	0.051	0.359				4			
5	7:50	2.69	6.99														0.043			1.00	1.00		5			
6			6.78														0.035						6			
7			6.87														0.059						7			
8			6.74														0.060						8			
9			6.84														0.060						9			
10			6.91														0.063						10			
11			6.78														0.070	0.162	0.973				11			
12	3:80	2.44	6.88														0.077						12			
13			6.67														0.077						13			
14			6.67														0.094						14			
15			6.78														0.086						15			
16			6.79														0.082						16			
17			6.76														0.050	0.092	0.490				17			
18			6.76														0.070						18			
19	3:30	1.83	6.89														0.086			1.00	1.00		19			
20			6.69														0.086						20			
21			6.81														0.089						21			
22			6.76														0.089						22			
23			6.81														0.071						23			
24			6.79														0.059	0.064	0.384				24			
25			6.82														0.051						25			
26			6.74														0.051						26			
27			6.69														0.053						27			
28			6.69														0.013						28			
29			6.87														0.079						29			
30																							30			
31																							31			
Total																	0.359	2.206		Total Nitrogen						
7 Day Avg (AVG)																	0.090	0.973		7 Day Avg						
Min																	0.013	0.359		Min						
30 Day Avg (AVG)																	0.086	0.551		30 Day Avg						

Removal % 99.33% 99.95%

Frequency	BOD Data	pH	TKN	NH ₃	NO ₃	NO ₂	Total P	Flow MGD	Fecal
45 min	306.67	99.35%	887.00	99.97%					
7 day	306.67	99.32%	887.00	99.95%					
30 day	306.67	99.32%	887.00	99.95%					

FLOW NOTES:

FLOW: 1 DAY AVG (DPS)
FLOW: 30 DAY AVG (DMP)
FLOW: 7 DAY AVG (DMP)
Total Effluent per Water Consumption Report

Influent BOD 260.00 330.00
Influent TSS 529.00 1245.00

DMR Copy of Record

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 [NPDES Reporting 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(i)(4)(vi). 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.

Permit #:	Permittee:	Facility:
NM0022101	TAOS SKI VALLEY, VILLAGE OF	TAOS SKI VALLEY, VILLAGE OF
Major:	Permittee Address:	Facility Location:
Yes	7 FIREHOUSE RD 38 OCEAN BLVD. TAOS SKI VALLEY, NM 87525	7 FIREHOUSE RD 38 OCEAN BLVD. TAOS SKI VALLEY, NM 87525
Permitted Feature:	Discharge:	
001 External Outfall	001-A TREATED MUNICIPAL WASTEWATER TO THE RIO HONDO	
Report Dates & Status	DMR Due Date:	Status:
Monitoring Period:	04/15/25	Not DMR Validated
Considerations for Form Completion		

Principal Executive Officer	Title:
First Name:	Public Works Director
Last Name:	
No Data Indicator (NODI)	
Form NODI:	

Code	Parameter Name	Monitoring Location	Season #	Param NODI	Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 3	Value 3	Units	# of Ex.	Frequency of Analysis	Sample Type
00310	BOD, 5-day, 20 deg. C	1 - Effluent Gross	0	--	Sample	2.35	--	2.69	26 - lb/d	--	4.87	19 - mg/L	19	0230 - Twice Per Month	24 - 24 Hour Composite
				Permit Req. Value NODI	--	23.8 30DA AVG	--	35.7 7 DA AVG	26 - lb/d	--	30.0 30DA AVG	19 - mg/L	3	0230 - Twice Per Month	24 - 24 Hour Composite
00310	BOD, 5-day, 20 deg. C	G - Raw Sewage Influent	0	--	Sample			306.67				19 - mg/L	3	0230 - Twice Per Month	24 - 24 Hour Composite
				Permit Req. Value NODI	--			Req Mon 30DA AVG				19 - mg/L	3	0230 - Twice Per Month	24 - 24 Hour Composite
00400	pH	1 - Effluent Gross	0	--	Sample			6.67				12 - SU	28	05WK - Five Per Week	GR - Grab
				Permit Req. Value NODI	--			6.6 MINIMUM				12 - SU	28	05WK - Five Per Week	GR - Grab
00530	Solids, total suspended	1 - Effluent Gross	0	--	Sample	0.26	--	0.29	26 - lb/d	--	0.6	19 - mg/L	2	0230 - Twice Per Month	24 - 24 Hour Composite
				Permit Req. Value NODI	--	23.8 30DA AVG	--	35.7 7 DA AVG	26 - lb/d	--	30.0 30DA AVG	19 - mg/L	2	0230 - Twice Per Month	24 - 24 Hour Composite
00530	Solids, total suspended	G - Raw Sewage Influent	0	--	Sample			887.0				19 - mg/L	2	0230 - Twice Per Month	24 - 24 Hour Composite
				Permit Req. Value NODI	--			Req Mon 30DA AVG				19 - mg/L	2	0230 - Twice Per Month	24 - 24 Hour Composite
00500	Nitrogen, total [as N]	1 - Effluent Gross	0	--	Sample	2.07	--	3.22	26 - lb/d	--	3.69	19 - mg/L	3	0107 - Weekly	24 - 24 Hour Composite
				Permit Req. Value NODI	--	13.7 30DA AVG	--	20.5 7 DA AVG	26 - lb/d	--	8.2 30DA AVG	19 - mg/L	3	0107 - Weekly	24 - 24 Hour Composite
				Sample	--	0.23	--	0.44	26 - lb/d	--	0.41	19 - mg/L		0230 - Twice Per Month	24 - 24 Hour Composite

00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0		Permit Req. Value NOD	<=	5.34 30DA AVG	<=	5.34 7 DA AVG	26 - lb/d	<=	3.2 30DA AVG	<=	3.2 7 DA AVG	19 - mg/L	3	02/30 - Twice Per Month	24 - 24 Hour Composite
00665	Phosphorus, total [as P]	1 - Effluent Gross	0		Sample = Permit Req. Value NOD	=	0.05	=	0.06	26 - lb/d	=	0.09	=	0.11	19 - mg/L	3	02/30 - Twice Per Month	24 - 24 Hour Composite
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0		Sample = Permit Req. Value NOD	=	0.065	=	0.067	MGD	=	0.5 30DA AVG	=	0.75 7 DA AVG	19 - mg/L	3	01/01 - Daily	TM - Totalizer
50060	Chlorine, total residual	A - Disinfection, Process Complete	0		Sample = Permit Req. Value NOD	=	0.065	=	0.067	MGD	=	0.5 30DA AVG	=	0.75 7 DA AVG	19 - mg/L	3	01/01 - Daily	TM - Totalizer
51040	E. coli	1 - Effluent Gross	0		Sample = Permit Req. Value NOD	=	0.065	=	0.067	MGD	=	0.5 30DA AVG	=	0.75 7 DA AVG	19 - mg/L	3	01/01 - Daily	TM - Totalizer
74055	Coliform, fecal general	1 - Effluent Gross	0		Sample = Permit Req. Value NOD	=	0.065	=	0.067	MGD	=	0.5 30DA AVG	=	0.75 7 DA AVG	19 - mg/L	3	01/01 - Daily	TM - Totalizer
81010	BOD, 5-day, percent removal	1 - Effluent Gross	0		Sample = Permit Req. Value NOD	=	0.065	=	0.067	MGD	=	0.5 30DA AVG	=	0.75 7 DA AVG	19 - mg/L	3	01/01 - Daily	TM - Totalizer
81011	Solids, suspended percent removal	1 - Effluent Gross	0		Sample = Permit Req. Value NOD	=	0.065	=	0.067	MGD	=	0.5 30DA AVG	=	0.75 7 DA AVG	19 - mg/L	3	01/01 - Daily	TM - Totalizer

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: RPADILLAPAK

Name: Robertta Padilla

E-Mail: prodigybuilders@gmail.com

Date/Time: 2025-04-10 15:53 (Time Zone: -05:00)

Report Last Signed By

User: VTSVGABE

Name: Gabriel Vasquez

E-Mail: gvasquez@vtsv.org

Date/Time: 2025-04-10 15:58 (Time Zone: -05:00)

Building Department Council Report March 18, 2025. Jalmar Bowden

Council report from March 15, 2025 to April 11, 2025

Inspections performed residential: 3

Inspection in response to complaint: 1

Enforcement actions: 0

Inspections performed multi-family / commercial: 0

Permits issued since last council report:

0_new residential building.

0_residential repair/remodel

0_residential demolition

0_new commercial buildings permitted.

0_commercial or multifamily repair/remodel permitted.

0_demolition commercial permitted.

0_Projects currently in application or submission review.

0_Commercial project currently pending submission.

2_Residential projects currently pending submission.

1. Continuing administrative support for NFL Grant.
2. Offer is being advanced to all property owners especially NFL Grant participants for a free consultation providing insight into the wildfire resistance of structures on their property and suggestions for improvement where applicable. Your Building Official highly recommends this opportunity to all. Remember that the actions you take for your residence inches us a bit closer to safety for all properties in our Village.

Finance Report for April 18, 2025 Meeting:

Revenues March 2025:

GRT: This month last year: \$335,800

Last Year YTD: \$1,430,175

This month this Year: \$230,799

This Year YTD: \$1,206,896

Lodgers Tax:

This month last year: \$142,151

YTD Last year: \$504,038

This Month this year: \$131,370

YTD This year YTD: \$470,245

REVENUES:

- We received **\$39,565** in hold harmless GRT revenue in March which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is down 15.6% from last year.
- Fiscal YTD Combined Water and Sewer revenues collected are down 5.8% from last year.
- Fiscal YTD Lodger's tax collections are down 6.7% from last year.
- Fiscal YTD Building/Zoning permits (includes planning fees) are up significantly from last year. This is mostly due to ST B Hotel permit & planning fee paid FY25.
- The Village received **\$8,898** in property tax collections in March 2025. FYTD Property Tax Collections are down 3.5% from last year.
- The TIDD received **\$246,388** in GRT in March 2025.

EXPENSES:

July 24-March 25 vs same period LY are increased mostly due to due to:

- **Firehouse Rent**
- **Field Supplies & Safety Supplies** for FD \$40,000, has or will be reimbursed by grants.
- **Employee Training** FD purchase of Target Solutions learning program. & Secor Pipe Welding training for PW.
- **Advertising** for open positions.
- **Rent of Road Equipment** started sooner than last year, JD loader needed longer.
- **Postage** – increased WWTP shipments for testing
- **Utilities** – Generally higher electricity & Natural Gas and added Firehouse Expense.
- Increased **payroll costs** FY25 YTD Reg Payroll up 10%, OT up 56%. - increased OT in Law Enforcement, EMS, FD, Water, Wastewater esp. for PW-Water line and FD-Battle Mountain & RX burns. Increased Salaries reflect more employees added to Fire and EMS (vs contractors LY), and significant payout for retired employee.
- Added **Software**: Locality Media for Fire Dept. & Mission software for water.
- **Capital purchases/acquisitions** – RMYC Trail work, Materials & contract payments for Phoenix SB water line replacement, equipment for FD Wildland vehicle, New Truck LE, Ambulance & Equipment for New Ambulance including Cardiac Monitor, FD Light Rescue Truck, Firehouse upgrades: work stations & LDG design for alterations, Booster Station payments for infrastructure, WWTP payments for infrastructure.
- Increased **Insurance** premiums for FY25.
- Increased **M&R Vehicles & Safety** – Fire Dept/EMS and Police.

March/April

GRANTS

We are currently tracking 18 active Grants.

5 with DOT

5 with NMED

2 DFA Capital Outlay Grants

3 Fire Grants

1 EMS Grant

1 NFL grant

1 WTB Grant

All 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.

**Preliminary reports show GRT rates for VTSV will remain at 9.4375% for the period of July - December 2025.
This is not final.**

Preliminary Statement of Revenue Expenses
July 24 - March 25 vs July 23 -March 24

FY through		3/31/2025	3/31/2024		
Account	Title	Balance	Balance	Change	% Change
41250	Franchise Tax	\$ 53,601.34	\$ 47,426.30	\$ 6,175.04	13.02%
41258	Gross Receipts Tax - Municipal	\$ 672,093.71	\$ 773,516.83	\$ (101,423.12)	-13.11%
41259	GRT - Municipal Tax HH	\$ 237,972.46	\$ 325,129.23	\$ (87,156.77)	-26.81%
41260	CMP - Compensating Tax	\$ 25,032.11	\$ 13,799.76	\$ 11,232.35	81.40%
41500	ITG - Interstate Telecom Gross	\$ 69.91	\$ 68.39	\$ 1.52	2.22%
42401	Property Tax - Current	\$ 437,606.84	\$ 453,562.15	\$ (15,955.31)	-3.52%
43300	GRT Shared - Municipal Equival	\$ 399,321.21	\$ 439,660.75	\$ (40,339.54)	-9.18%
43400	Building Permit	\$ 107,156.98	\$ 14,708.99	\$ 92,447.99	628.51%
43500	Business Licenses/Registration	\$ 5,910.00	\$ 5,035.00	\$ 875.00	17.38%
43800	Liquor Licenses	\$ -	\$ -	\$ -	
43900	Zoning Permits	\$ 76,383.83	\$ 16,457.16	\$ 59,926.67	364.14%
44270	Other Licenses and Permits	\$ 1,757.50	\$ 482.50	\$ 1,275.00	264.25%
44990	Impact Fees	\$ 32,149.06	\$ 355,185.14	\$ (323,036.08)	-90.95%
45050	Other Charges for Services	\$ 75,639.66	\$ 146,893.75	\$ (71,254.09)	-48.51%
46030	Parking Fines	\$ 1,925.00	\$ 5,875.00	\$ (3,950.00)	-67.23%
46040	Interest Income	\$ 244,597.99	\$ 243,766.07	\$ 831.92	0.34%
46900	Investment Income	\$ 8,844.43	\$ 6,788.25	\$ 2,056.18	30.29%
47090	Miscellaneous - Other	\$ 252,546.08	\$ 196,098.12	\$ 56,447.96	28.79%
47120	State - EMS Grant (DOH)	\$ 7,000.00	\$ -	\$ 7,000.00	#DIV/0!
47140	State Law Enforcement Approp	\$ 37,500.00	\$ 75,000.00	\$ (37,500.00)	-50.00%
47200	Small Cities Assistance (TRD)	\$ 90,000.00	\$ 90,000.00	\$ -	0.00%
47300	State - Fire Marshall Allotmen	\$ 251,933.00	\$ 251,826.00	\$ 107.00	0.04%
47398	State - Law Enforcement Protec	\$ 101,000.00	\$ 101,000.00	\$ -	0.00%
47399	State Water Trust Board Grants	\$ 101,662.58	\$ -	\$ 101,662.58	#DIV/0!
41300	Other State Distributions	\$ -	\$ -	\$ -	#DIV/0!
42300	Lodgers' Tax	\$ 470,245.32	\$ 504,038.49	\$ (33,793.17)	-6.70%
42601	Gas Tax for General Purposes	\$ 3,913.34	\$ 4,085.10	\$ (171.76)	-4.20%
47499	Motor Vehicle Fees	\$ 16,975.83	\$ 16,115.60	\$ 860.23	5.34%
46010	Other State Grants	\$ 149,697.83	\$ 452,820.05	\$ (303,122.22)	-66.94%
44220	Legislative Appropriation	\$ 1,639,500.79	\$ -	\$ 1,639,500.79	#DIV/0!
44230	Other State Distributions	\$ -	\$ -	\$ -	#DIV/0!
44240	Other State Distributions (res	\$ 140,458.84	\$ -	\$ 140,458.84	#DIV/0!
46050	Federal - LG Abatement	\$ -	\$ -	\$ -	#DIV/0!
46010	Cannabis Excise Tax	\$ -	\$ -	\$ -	#DIV/0!
44220	Joint Powers Agreement Income	\$ 77,521.65	\$ -	\$ 77,521.65	#DIV/0!
44230	Contributions/Donations	\$ 555.00	\$ 58,884.00	\$ (58,329.00)	-99.06%
44240	Water Use Fees	\$ 281,080.11	\$ 175,354.96	\$ 105,725.15	60.29%
44240	Utility Service Fees	\$ 545,100.09	\$ 701,419.45	\$ (156,319.36)	-22.29%
44240	Utility Connectin Fees	\$ 5,279.63	\$ -	\$ 5,279.63	#DIV/0!
Total Income		\$ 6,552,032.12	\$ 5,474,997.04	\$ 1,077,035.08	19.67%

Preliminary Statement of Revenue Expenses
July 24 - March 25 vs July 23 -March 24

Account	Title	Balance	Balance	Change	% Change
51010	Salaries - Elected Officials	\$ 26,261.40	\$ 21,046.23	\$ 5,215.17	24.78%
51020	Salaries - Full-Time Positions	\$ 984,559.82	\$ 1,002,150.24	\$ (17,590.42)	-1.76%
51040	Salaries - Part-Time Positions	\$ 120,629.72	\$ -	\$ 120,629.72	#DIV/0!
51060	Salaries - Overtime	\$ 51,118.68	\$ 32,634.20	\$ 18,484.48	56.64%
52010	FICA - Regular	\$ 70,357.84	\$ 63,046.79	\$ 7,311.05	11.60%
52011	FICA - Medicare	\$ 16,372.15	\$ 14,744.96	\$ 1,627.19	11.04%
52020	Retirement	\$ 104,013.53	\$ 99,287.47	\$ 4,726.06	4.76%
52030	Health and Medical Premiums	\$ 175,180.76	\$ 184,359.07	\$ (9,178.31)	-4.98%
52040	Life Insurance Premiums	\$ 1,149.02	\$ 894.00	\$ 255.02	28.53%
52050	Dental Insurance Premiums	\$ 11,476.00	\$ 11,977.73	\$ (501.73)	-4.19%
52060	Vision Insurance Medical Premi	\$ 1,928.81	\$ 2,083.29	\$ (154.48)	-7.42%
52080	Other Insurance Premiums	\$ 2,090.91	\$ 1,578.82	\$ 512.09	32.43%
52100	Workers' Compensation Premium	\$ 369.80	\$ 193.50	\$ 176.30	91.11%
52120	Workers' Compensation (Self In	\$ 9,121.00	\$ 6,629.00	\$ 2,492.00	37.59%
52999	Other Employee Benefits	\$ 1,851.68	\$ 3,266.32	\$ (1,414.64)	-43.31%
53010	Travel - Elected Officials	\$ 633.89	\$ 774.84	\$ (140.95)	-18.19%
53030	Travel - Employees	\$ 7,383.95	\$ 7,596.75	\$ (212.80)	-2.80%
54010	Maintenance & Repairs - Buildi	\$ 5,867.58	\$ 5,881.58	\$ (14.00)	-0.24%
54040	Maintenance & Repairs - Vehicl	\$ 54,846.52	\$ 33,737.68	\$ 21,108.84	62.57%
54050	Maintenance & Repair - Furnitu	\$ 23,078.75	\$ 52,134.17	\$ (29,055.42)	-55.73%
55010	Contract - Audit	\$ 31,450.00	\$ 29,670.00	\$ 1,780.00	6.00%
55020	Contract - Attorney Fees	\$ 17,511.83	\$ 34,793.72	\$ (17,281.89)	-49.67%
55030	Contract - Professional Servic	\$ 735,194.64	\$ 1,550,642.15	\$ (815,447.51)	-52.59%
55099	Contract - Other Services	\$ -	\$ 196.29	\$ (196.29)	-100.00%
56010	Software	\$ 52,051.61	\$ 38,052.89	\$ 13,998.72	36.79%
56020	Supplies - General Office	\$ 33,710.20	\$ 42,371.27	\$ (8,661.07)	-20.44%
56030	Supplies - Field Supplies	\$ 26,670.30	\$ 22,567.92	\$ 4,102.38	18.18%
56040	Supplies - Furniture/Fixtures/	\$ 18,936.43	\$ 52,921.71	\$ (33,985.28)	-64.22%
56050	Supplies - Janitorial/Maintena	\$ 398.82	\$ 1,258.16	\$ (859.34)	-68.30%
56070	Supplies - Medical	\$ 4,743.03	\$ -	\$ 4,743.03	#DIV/0!
56090	Supplies - Safety	\$ 38,555.53	\$ 23,102.30	\$ 15,453.23	66.89%
56110	Supplies - Uniform/Linen	\$ 3,599.87	\$ -	\$ 3,599.87	#DIV/0!
56120	Supplies - Vehicle Fuel	\$ 31,905.03	\$ 31,362.45	\$ 542.58	1.73%
56999	Supplies - Other	\$ 52,206.85	\$ 59,433.90	\$ (7,227.05)	-12.16%
57040	Election Costs	\$ -	\$ -	\$ -	#DIV/0!
57050	Employee Training	\$ 16,917.35	\$ 11,370.77	\$ 5,546.58	48.78%
57060	Grants to Sub-recipients	\$ 526,089.25	\$ 506,750.03	\$ 19,339.22	3.82%
57070	Insurance - General Liability/	\$ 241,381.94	\$ 140,752.23	\$ 100,629.71	71.49%
57080	Postage	\$ 3,568.55	\$ 2,641.51	\$ 927.04	35.10%
57090	Printing/Publishing/Advertisin	\$ 9,077.62	\$ 4,033.62	\$ 5,044.00	125.05%
57130	Rent of Equipment/Machinery	\$ 108,075.01	\$ 98,601.67	\$ 9,473.34	9.61%
57140	Rent of Land/Building	\$ 13,898.10	\$ 5,890.10	\$ 8,008.00	135.96%
57150	Subscriptions & Dues	\$ 7,445.25	\$ 8,136.47	\$ (691.22)	-8.50%
57160	Telecommunications	\$ 21,292.85	\$ 19,901.82	\$ 1,391.03	6.99%
57170	Utilities - Electricity	\$ 57,922.45	\$ 44,005.29	\$ 13,917.16	31.63%
57171	Utilities - Natural Gas	\$ 15,985.31	\$ 12,021.99	\$ 3,963.32	32.97%
57172	Utilities - Propane/Butane	\$ 2,852.06	\$ 8,044.32	\$ (5,192.26)	-64.55%
57173	Utilities - Water	\$ 2,196.84	\$ -	\$ 2,196.84	#DIV/0!

Preliminary Statement of Revenue Expenses
July 24 - March 25 vs July 23 -March 24

57999	Other Operating Costs	\$ 42,263.53	\$ 43,743.26	\$ (1,479.73)	-3.38%
58010	Buildings & Structures	\$ -	\$ -	\$ -	#DIV/0!
58020	Equipment & Machinery	\$ 123,605.53	\$ 285,175.86	\$ (161,570.33)	-56.66%
58040	Infrastructure	\$ 1,701,845.40	\$ 24,589.65	\$ 1,677,255.75	6820.98%
58080	Vehicles	\$ 522,885.81	\$ 106,081.00	\$ 416,804.81	392.91%
58090	Roadways/Bridges	\$ -	\$ 79,656.62	\$ (79,656.62)	-100.00%
58999	Other Capital Purchases	\$ 137,166.75	\$ 49,953.80	\$ 87,212.95	174.59%
59010	Debt Service - Principal Payme	\$ 213,664.81	\$ 210,349.24	\$ 3,315.57	1.58%
59020	Debt Service - Interest Paymen	\$ 145,321.20	\$ 149,097.10	\$ (3,775.90)	-2.53%
Total Expense		\$ 6,628,681.56	\$ 5,241,185.75	\$ 1,387,495.81	26.47%

61100	Transfers In	\$ (1,844,049.61)	\$ (1,996,901.68)	\$ 152,852.07	-7.65%
61200	Transfers Out	\$ 1,844,049.61	\$ 1,996,901.68	\$ (152,852.07)	-7.65%
		\$ -			

net income		\$ (76,649.44)	\$ 233,811.29	\$ (310,460.73)	-1.327826086
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March 2025

Fund #	Fund name	mo net rev
110	Gen ops	329,960.08
111	LE	0.00
112	Gen Res	1,718.47
113	KC UG	(25,405.06)
114	NMFA TML DS	130,451.28
206	EMS	(64,654.21)
209	FP	79,726.43
210	NMFA FP DS	(125,221.26)
211	LE P	19,737.97
212	LE Rctmt	0.00
213	LE Retention	0.00
214	LT	(100,973.76)
216	Streets	(90,365.13)
217	Parks	52.11
218	NFL Grant	13,031.46
260	ARPA	(12,609.00)
280	Cannibus	0.00
290	Fire Don	555.00
291	EMD Don	(2,008.90)
292	Parks DIF	(8,270.25)
293	Water DIF	2,671.54
294	WW DIF	(27,331.07)
296	Safety DIF	(358,777.65)
297	Roads DIF	16,764.20
403	USDA	141,514.24
501	Water Ent	64,921.52
502	SW Ent	7,069.44
503	WW Ent	(41,288.91)
516	Fire Ent	28,558.15
528	Rental Ent	25,652.98
534	O&M Res	0.00
535	Water Cap	(90,993.95)
536	WW Cap	0.87
537	CWSRF	8,863.97

TOTAL NET REV (76,649.44)

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 2014	\$32,785.51	\$20,399.76	\$33,382.63	\$32,521.83	\$42,153.17	\$47,625.85	\$41,859.55	\$187,697.06	\$165,940.26	\$157,119.60	\$217,538.39	\$33,070.40
YTD	\$32,785.51	\$53,185.27	\$86,567.90	\$119,089.73	\$161,242.90	\$208,868.75	\$250,728.30	\$438,425.36	\$604,365.62	\$761,485.22	\$979,023.61	\$1,012,094.01
FY 2015	\$50,101.37	\$20,302.81	\$45,180.40	\$67,963.83	\$54,978.94	\$102,903.79	\$88,137.83	\$228,895.80	\$200,123.07	\$208,944.00	\$231,566.84	\$70,845.96
YTD	\$50,101.37	\$70,404.18	\$115,584.58	\$183,548.41	\$238,527.35	\$341,431.14	\$429,568.97	\$658,464.77	\$858,587.84	\$1,067,531.84	\$1,299,098.68	\$1,369,944.64
FY 2016	\$37,891.82	\$20,239.04	\$97,742.38	\$25,839.07	\$197,397.64	\$95,985.99	\$224,614.99	\$103,161.00	\$166,682.00	\$180,838.00	\$201,624.53	\$38,366.93
YTD	\$37,891.82	\$58,130.86	\$155,873.24	\$181,712.31	\$379,109.95	\$475,095.94	\$699,710.93	\$802,871.93	\$969,553.93	\$1,150,391.93	\$1,352,016.46	\$1,390,383.39
FY 2017	\$119,909.94	\$55,423.48	\$87,873.13	\$142,357.47	\$41,995.22	\$148,618.10	\$142,636.32	\$187,613.18	\$204,129.97	\$165,451.68	\$208,890.93	\$76,774.96
YTD	\$119,909.94	\$175,333.42	\$263,206.55	\$405,564.02	\$447,559.24	\$596,177.34	\$738,813.66	\$926,426.84	\$1,130,556.81	\$1,296,008.49	\$1,504,899.42	\$1,581,674.38
FY 2018	\$29,864.17	\$48,702.07	\$58,630.68	\$75,354.62	\$89,599.77	\$118,550.59	\$207,717.57	\$250,972.85	\$212,959.98	\$187,022.24	\$243,419.70	\$35,925.42
YTD	\$29,864.17	\$78,566.24	\$137,196.92	\$212,551.54	\$302,151.31	\$420,701.90	\$628,419.47	\$879,392.32	\$1,092,352.30	\$1,279,374.54	\$1,522,794.24	\$1,558,719.66
FY2019	\$54,483.94	\$55,106.22	\$86,640.50	\$136,554.40	\$141,644.03	\$189,464.82	\$258,317.57	\$323,305.93	\$301,671.26	\$252,340.78	\$319,694.92	\$86,838.09
YTD	\$54,483.94	\$109,590.16	\$196,230.66	\$332,785.06	\$474,429.09	\$663,893.91	\$922,211.48	\$1,245,517.41	\$1,547,188.67	\$1,799,529.45	\$2,119,224.37	\$2,206,062.46
FY2020	\$73,181.77	\$83,775.61	\$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
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	\$284,254.52	\$288,432.00	\$387,016.42	\$60,037.50
YTD	\$68,717.19	\$109,911.79	\$194,679.07	\$309,141.24	\$396,993.76	\$527,128.31	\$628,940.39	\$917,164.49	\$1,181,419.01	\$1,469,851.01	\$1,856,867.43	\$1,916,904.93
FY2023	\$54,648.70	\$35,075.40	\$68,454.10	\$80,723.22	\$126,212.90	\$125,573.69	\$142,615.65	\$296,312.84	\$293,244.12	\$267,784.55	\$346,834.02	\$55,904.39
YTD	\$54,648.70	\$89,724.10	\$158,178.20	\$238,901.42	\$365,114.32	\$490,688.01	\$633,303.66	\$929,616.50	\$1,222,860.62	\$1,490,645.17	\$1,837,479.19	\$1,893,383.58
FY2024	\$77,579.64	\$40,289.61	\$98,554.84	\$140,391.56	\$171,645.23	\$176,712.83	\$77,799.85	\$311,401.34	\$335,799.64	\$268,969.17	\$328,037.21	\$90,293.01
YTD	\$77,579.64	\$117,869.25	\$216,424.09	\$356,815.65	\$528,460.88	\$705,173.71	\$782,973.56	\$1,094,374.90	\$1,430,174.54	\$1,699,143.71	\$2,027,180.92	\$2,117,473.93
FY2025	\$70,564.27	\$47,044.25	\$129,587.46	\$106,414.29	\$74,152.37	\$137,549.12	\$127,474.28	\$283,310.29	\$230,799.30			
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	\$1,206,895.63	\$1,206,895.63	\$1,206,895.63

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 2014	\$2,832.98	\$7,754.90	\$7,045.56	\$19,777.25	\$4,319.60	\$4,888.83	\$54,643.19	\$58,342.34	\$68,032.70	\$67,580.97	\$4,688.03	\$1,953.28
YTD	\$2,832.98	\$10,587.88	\$17,633.44	\$37,410.69	\$41,730.29	\$46,619.12	\$101,262.31	\$159,604.65	\$227,637.35	\$295,218.32	\$299,906.35	\$301,859.63
FY 2015	\$2,492.93	\$6,804.83	\$15,377.68	\$9,451.74	\$6,196.45	\$7,739.68	\$48,605.50	\$66,074.56	\$67,834.16	\$75,221.00	\$5,450.60	\$1,138.28
YTD	\$2,492.93	\$9,297.76	\$24,675.44	\$34,127.18	\$40,323.63	\$48,063.31	\$96,668.81	\$162,743.37	\$230,577.53	\$305,798.53	\$311,249.13	\$312,387.41
FY 2016	\$3,159.70	\$22,368.20	\$9,450.74	\$5,746.17	\$4,197.87	\$9,297.58	\$53,807.00	\$72,513.85	\$76,593.23	\$71,244.05	\$3,250.86	\$2,501.47
YTD	\$3,159.70	\$25,527.90	\$34,978.64	\$40,724.81	\$44,922.68	\$54,220.26	\$108,027.26	\$180,541.11	\$257,134.34	\$328,378.39	\$331,629.25	\$334,130.72
FY 2017	\$3,312.79	\$6,428.45	\$20,520.20	\$6,104.38	\$4,731.31	\$5,975.60	\$52,006.45	\$57,922.20	\$70,032.91	\$81,036.07	\$5,683.84	\$3,145.21
YTD	\$3,312.79	\$9,741.24	\$30,261.44	\$36,365.82	\$41,097.13	\$47,072.73	\$99,079.18	\$157,001.38	\$227,034.29	\$308,070.36	\$313,754.20	\$316,899.41
FY 2018	\$26,463.06	\$13,960.76	\$11,225.88	\$8,960.06	\$6,207.19	\$6,521.15	\$71,990.70	\$56,655.53	\$68,454.45	\$74,080.27	\$1,667.88	\$3,332.25
YTD	\$26,463.06	\$40,423.82	\$51,649.70	\$60,609.76	\$66,816.95	\$73,338.10	\$145,328.80	\$201,984.33	\$270,438.78	\$344,519.05	\$346,186.93	\$349,519.18
FY2019	\$8,692.23	\$17,791.85	\$15,936.00	\$15,977.48	\$11,905.77	\$18,255.86	\$89,403.18	\$100,794.38	\$105,205.05	\$122,892.45	\$12,426.36	\$5,097.57
YTD	\$8,692.23	\$26,484.08	\$42,420.08	\$58,397.56	\$70,303.33	\$88,559.19	\$177,962.37	\$278,756.75	\$383,961.80	\$506,854.25	\$519,280.61	\$524,378.18
FY2020	\$9,107.40	\$23,176.76	\$18,926.00	\$18,538.79	\$15,121.36	\$16,682.78	\$100,415.47	\$111,589.79	\$111,413.82	\$68,226.73	\$472.24	-\$453.54
YTD	\$9,107.40	\$32,284.16	\$51,210.16	\$69,748.95	\$84,870.31	\$101,553.09	\$201,968.56	\$313,558.35	\$424,972.17	\$493,198.90	\$493,671.14	\$493,217.60
FY2021	\$8,171.37	\$15,170.58	\$12,836.91	\$17,194.52	\$14,423.38	\$6,231.96	\$55,290.11	\$42,558.56	\$84,760.20	\$96,555.93	\$10,267.66	\$7,219.30
YTD	\$8,171.37	\$23,341.95	\$36,178.86	\$53,373.38	\$67,796.76	\$74,028.72	\$129,318.83	\$171,877.39	\$256,637.59	\$353,193.52	\$363,461.18	\$370,680.48
FY2022	\$18,245.95	\$38,815.26	\$26,765.37	\$22,996.72	\$22,728.29	\$23,037.99	\$110,392.10	\$131,470.22	\$148,781.28	\$158,043.82	\$17,101.43	\$6,264.48
YTD	\$18,245.95	\$57,061.21	\$83,826.58	\$106,823.30	\$129,551.59	\$152,589.58	\$262,981.68	\$394,451.90	\$543,233.18	\$701,277.00	\$718,378.43	\$724,642.91
FY2023	\$17,714.27	\$29,642.49	\$26,135.01	\$29,754.45	\$25,300.02	\$22,079.15	\$117,615.32	\$133,713.55	\$136,996.72	\$135,113.91	\$24,434.95	\$7,546.81
YTD	\$17,714.27	\$47,356.76	\$73,491.77	\$103,246.22	\$128,546.24	\$150,625.39	\$268,240.71	\$401,954.26	\$538,950.98	\$674,064.89	\$698,499.84	\$706,046.65
FY2024	\$15,690.29	\$29,101.64	\$25,637.57	\$27,515.65	\$20,581.13	\$18,825.49	\$101,428.16	\$123,107.15	\$142,151.41	\$146,838.89	\$11,996.85	\$8,402.25
YTD	\$15,690.29	\$44,791.93	\$70,429.50	\$97,945.15	\$118,526.28	\$137,351.77	\$238,779.93	\$361,887.08	\$504,038.49	\$650,877.38	\$662,874.23	\$671,276.48
FY2025	\$18,348.58	\$28,047.57	\$25,091.73	\$21,772.28	\$19,834.62	\$16,553.37	\$95,534.29	\$113,692.46	\$131,370.42			
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	\$470,245.32	\$470,245.32	\$470,245.32

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

Aug FY2016 includes \$15K late LT
 Sept 2016-Approx \$3,261 is for Late Lodgers Tax
 Sept 2016 includes \$10,172 in Late LT for FY2016
 July FY2018 includes \$17,455 Late lodgers tax For FY2017

FY2024 & FYTD2025 TIDD GRT Distribution

Date	TIDD VTSV Increment	TIDD State Increment	TIDD Admin Fees	Pay Backs	Total TIDD	VTSV Offsets	Hold Harmless GRT	VTSV net cash
7/19/2023	59,144.68	45,297.26	(1,113.17)		103,328.77	8,360.12	15,007.83	77,579.64
8/18/2023	49,806.66	37,991.42	(937.43)		86,860.65	8,360.12	10,162.59	40,289.61
9/15/2023	125,819.34	93,155.52	(2,368.05)		216,606.81	8,360.12	24,021.78	98,554.84
10/11/2178	166,630.17	123,349.88	(3,136.19)		286,843.86	8,360.12	32,585.13	140,391.56
11/17/2023	260,634.78	192,760.38	(4,907.41)		448,487.75	8,360.12	45,495.58	171,645.23
12/15/2023	259,839.36	219,659.75	(4,518.36)		474,980.75	8,360.12	45,998.79	176,712.83
1/18/2024	38,423.14	28,902.54	(720.91)		66,604.77	8,360.12	12,929.55	77,799.85
2/15/2024	316,487.60	235,051.32	(5,953.75)		545,585.17	8,360.12	65,754.86	311,401.34
3/14/2024	364,230.59	269,595.46	(6,855.29)		626,970.76	8,360.12	73,173.12	335,799.64
4/18/2024	242,344.66	179,379.12	(4,561.24)		417,162.54	8,360.12	53,677.61	268,969.17
5/20/2024	235,207.46	174,103.92	(4,426.91)		404,884.47	8,360.12	59,010.14	328,037.21
6/18/2024	146,277.19	108,274.51	(2,753.13)		251,798.57	8,360.12	25,284.29	90,293.01
TOTAL FY24	2,264,845.63	1,707,521.08	(42,251.84)	-	3,930,114.87	100,321.44	463,101.27	2,117,473.93
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

TOTAL FY25	1,017,677.12	753,277.19	(19,153.98)	-	1,751,800.33	74,971.08	237,972.46	1,206,895.63
TOTAL FY2016-FY2025	9,272,600.48	7,974,788.40	(156,671.95)	(180,961.17)	16,910,488.40	751,316.70	2,218,989.87	16,555,429.92

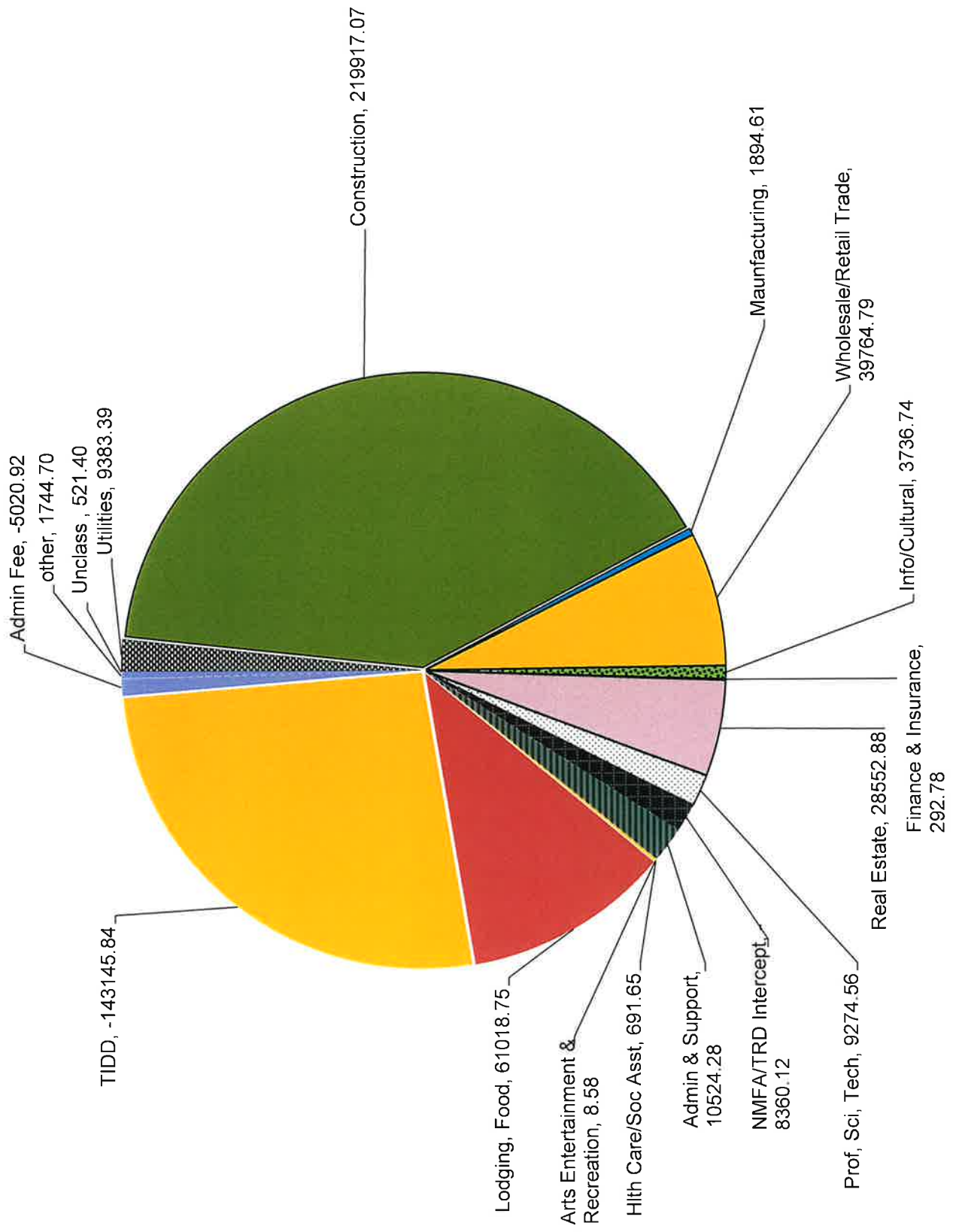
Village Baseline

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

Village of Taos Ski Valley

Gross Receipts Distribution collected for January 2025

recieved in March 2025



VILLAGE OF TAOS SKI VALLEY

Village Council

Agenda Item

AGENDA ITEM TITLE: Consideration to Approve **Resolution No. 2025-016** requesting a Budget Adjustment (BAR) to the FY2025 Budget, adding revenues and expenses in the Law Enforcement Retention Fund (LERF) to Reflect the LERF awarded to Village of Taos Ski Valley from the NM Department of Public Safety.

DATE: April 18, 2025

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not recommended.

BACKGROUND INFORMATION: The Village of Taos Ski Valley Department of Public Safety has qualified for funding from the NM DPS Law Enforcement Retention Fund for FY25. See attached letter from NM DPS with details.

The approved funding requires the appropriate DFA fund & account line items to be added to the FY25 budget for correct reporting once the funds are received and paid out.

A budget adjustment is requested to add this revenue, and related expenses, to the FY25 budget to reflect this funding for the LERF awarded to Village of Taos Ski Valley.

FUND	ACCOUNT	AMOUNT	TYPE
21211 Law Enforcement Rcrtmnt/Retention (Year 3)	47120 Law Enforcement Appropriation	\$4,468	Revenue
21211 Law Enforcement Rcrtmnt/Retention (Year 3)	51020 Salaries – Full Time Positions	\$4,468	Expense

RECOMMENDATION: Staff recommends approval of **Resolution No. 2025-016** requesting a Budget Adjustment (BAR) to the FY2025 Budget, adding revenues and expenses in the Law Enforcement Retention Fund (LERF) to Reflect the LERF awarded to Village of Taos Ski Valley from the NM Department of Public Safety.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO. 2025-016**

**A RESOLUTION REQUESTING A BUDGET ADJUSTMENT TO THE
FY2025 BUDGET (BAR) ADDING REVENUES AND EXPENSES IN THE LAW
ENFORCEMENT RETENTION FUND (LERF) TO REFLECT THE LERF AWARDED TO
VILLAGE OF TAOS SKI VALLEY FROM THE NM DEPARTMENT OF PUBLIC SAFETY.**

WHEREAS, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on April 18, 2025 proposes to make an adjustment/addition to the Fiscal Year 2024-2025 budget as follows:

<u>FUND</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>TYPE</u>
21211 Law Enforcement Rcrtnmt/Retention (Year 3)	47120 Law Enforcement Appropriation	\$4,468	Revenue
21211 Law Enforcement Rcrtnmt/Retention (Year 3)	51020 Salaries – Full Time Positions	\$4,468	Expense

WHEREAS, at the regular meeting of the Village of Taos Ski Valley Governing body on April 18, 2025, it considered adjustments/additions to its budget for the Fiscal Year 2024-2025; and

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

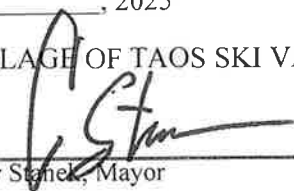
WHEREAS, the official meetings for the review of said documents were duly advertised and posted in compliance with the State of New Mexico Open Meetings Act; and

WHEREAS, it is the majority opinion of this Council that the proposed budget adjustments meet the requirements as currently determined for Fiscal Year 2024-2025.

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 2024-2025 be amended accordingly.

PASSED, APPROVED AND ADOPTED this 18th day of April, 2025

THE VILLAGE OF TAOS SKI VALLEY

By: 
Christopher Stanek, Mayor

(Seal)

ATTEST:


Marlene Salazar, Village Clerk

VOTE: For 3 Against 0

ABSTAIN 1



New Mexico
Department of Public Safety

MICHELLE LUJAN GRISHAM
GOVERNOR

JASON R. BOWIE
CABINET SECRETARY

W. TROY WEISLER
CHIEF / DEPUTY SECRETARY

SYLVIA M. SERNA
DEPUTY SECRETARY

March 24, 2025

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

Attn: Virgil Teddy Vigil

Re: Law Enforcement Retention Fund – Notice of Intent to Disburse

Dear Valued Law Enforcement Partner:

DPS is in receipt of the Village of Taos Ski Valley request for a disbursement of funds from the Law Enforcement Retention Fund ["LERF"] for the purpose of providing law enforcement retention differential disbursements to the Taos Ski Valley Department of Public Safety officers listed on **Exhibit A** and paying the employer tax liability (consisting of payroll taxes outlined in the Federal Insurance Contribution Act for Social Security and Medicare but not any employer contribution for retirement or other benefit plans) related to each law enforcement retention differential disbursement to be paid.

DPS has reviewed the information the Taos Ski Valley Department of Public Safety submitted to the DPS as required by NMSA 1978 Section 9-19-14 and the then extant permanent rule NMAC 10.2.4.9 in order to be an agency eligible to receive monies from the LERF. The information submitted appears to substantially comply with that required to be submitted by the statute and the rule.

Based on the information provided by the Village of Taos Ski Valley for each officer for whom a request was made, DPS has asked the Secretary of the Department of Finance and Administration ["DFA"] to issue a warrant to the Village of Taos Ski Valley in the amount of **\$4,467.48**. Of the \$4,467.48, \$4,150.00 is attributable to the projected retention differential disbursement ["PRDD"] and \$ 317.48 if applicable, is attributable to the employer tax liability for Federal Insurance Contribution Act ["FICA"] and/or Medicare.

Since the balance in the LERF is sufficient to pay all PRDDs requested by all eligible law enforcement agencies as well as the employer tax liability for FICA and/or Medicare, attributable to each PRDD requested, no pro rata deduction was applied to the amounts requested.

1. **Acknowledgement:** If you believe the amount that DPS (Department of Public Safety) is advising DFA (Department of Finance and Administration) will be disbursed to your agency for the purpose of paying retention differentials and employer tax liabilities is **correct**, you should:
 - Sign the acknowledgement form.
 - Return the signed form to the provided email address DPS.LERF@dps.nm.gov within **15 calendar days** from the date of the notice.
2. **Objections:** If you believe the disbursement amount is **incorrect**, your agency has **15 calendar days** from the date of receiving the notice to submit any objections. You would need to send these objections to the same email: DPS.LERF@dps.nm.gov

DPS will review your objections and respond as soon as possible.

Please be advised that disbursement of LERF funds to Village of Taos Ski Valley, obligates the Village of Taos Ski Valley to the following:

- 1) Any monies disbursed to for the purpose of paying PRDDs and related tax liability may not be paid to an eligible officer until the date the officer attains eligibility⁹;
- 2) Once an officer attains eligibility, the PRDD should be paid to the officer no later than thirty (30) days following the date the officer attains eligibility. If an officer has attained eligibility, but departs from the agency prior to the disbursement of LERF funds to your agency, the officer shall remain eligible for payment;
- 3) Tax liability for FICA and Medicare related to the PRDD must be paid in accordance with applicable law;
- 4) Monies disbursed for the purpose of providing PRDDs to those officers who are projected to, but who have not yet attained eligibility therefore, should be placed in an interest-bearing account;
- 5) Monthly reporting to DPS on or before the tenth (10th) day of the month following the disbursement of funds to an eligible officer or the non-disbursement of funds to an officer projected to be but ultimately found to be ineligible for a disbursement. The monthly reporting will include the name of the officer, the amount paid or not paid and, if not paid, the reason therefore;
- 6) Monies disbursed from the LERF which are not paid out as PRDD or taxes by your agency, shall be reported to DPS as not having been paid out, **no later than July 21, 2025**. DPS will provide a reporting template for your use. All funds shall be returned to DPS for redeposit into the LERF **no later than August 21, 2025**.

If you are a **state agency** and have not been contacted by DPS with respect to the detailed SHARE accounting information needed to disburse funds to your agency via operating transfer, please contact Christina Tyson, State Projects Staff Manager, at christina.tyson@dps.nm.gov or 505-629-8865. Disbursement will not occur until DPS has been provided with the detailed account information and financial point-of-contact required.

⁹ The officer attains eligibility to receive the PRDD the day following the date on which the officer completes one year more than four, nine, fourteen, nineteen or twenty-plus years of eligible employment.

If you are **not a state agency**, a manual warrant will be issued for the monies to be disbursed to you from the LERF. If you have not already done so, please contact Christina Tyson, State Projects Staff Manager, at christina.tyson@dps.nm.gov or 505-629-8865 to advise her of:

- 1) The legal name of the entity entitled to receive the LERF funds, e.g., the City of _____, etc.; and
- 2) The name or job title and preferably, both, and the address of the individual to whose attention the warrant should be addressed for delivery by certified mail, return receipt requested.

Should you have any questions regarding this Notice of Intent to Disburse, please do not hesitate to contact Christina Tyson, State Projects Staff Manager at DPS.LERF@dps.nm.gov.

Very truly yours,



Jason R. Bowie
Cabinet Secretary

Cc: Richard P. Bellis
John Avila Village Administrator

ACKNOWLEDGEMENT

I hereby swear or affirm under penalty of perjury that I, Richard P. Bellis on behalf of the Village of Taos Ski Valley have received this Notice of Intent to Disburse to the Village of Taos Ski Valley from the LERF the sum of **\$4,467.48**. I understand that of \$4,467.48, disbursed, \$4,150.00 is attributable to the PRDD and \$ 317.48 is attributable to the employer tax liability for Federal Insurance Contribution Act ["FICA"] and/or Medicare. I further acknowledge the obligations placed on the Village of Taos Ski Valley as set forth in the Notice of Intent to Disburse with respect to the receipt, handling, further disbursement and return of the monies disbursed from the LERF.

Date: 2/26/25

Richard P. Bellis, Administrator
Printed name and job title of
individual legally authorized to bind the
agency

[Signature]
Signature of individual legally authorized
to bind the agency

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

AGENDA ITEM TITLE: Council Approval of the FY2025 3rd Quarter Financial data due to the Department of Finance, Local Government Division by April 30, 2025.

DATE: April 18, 2025

PRESENTED BY: Carroll Griesedieck, Finance Director

STATUS OF AGENDA ITEM: New Business

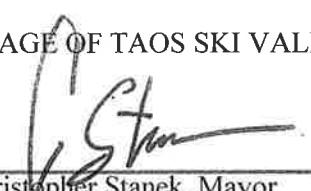
CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: As per the Department of Finance (DFA), Local Government Division, it is required to have the quarterly financial information submitted no later than 30 days after the close of each quarter. Attached are the summary reports for the 3rd Quarter FY25 for Council for their acknowledgement of the financial status of the Village as of March 25, 2025 requested in order to submit this information to DFA by April 30, 2025.

RECOMMENDATION: A motion from the Council is requested to approve the FY2025 3rd quarter financial data.

PASSED, AND APPROVED this 18th day of April, 2025

THE VILLAGE OF TAOS SKI VALLEY

By: 
Christopher Stanek, Mayor

VOTE: For 3 Against 0 Abstain: 1

(Seal)



ATTEST:


Mariene Salazar, Acting Municipal Clerk

FY25

3RD QUARTER FINANCIAL DATA

Fund	Transfers in	Transfers out	Net	cash beg bal	revs	net trans	exp	balance
206 EMS	365,962.35	0.00	365,962.35	249,188.33	279,116.92	365,962.35	709,733.48	184,534.12
211 LE Prot	0.00	0.00	0.00	0.00	101,000.00	0.00	81,262.03	19,737.97
212 LE Recruitment	0.00	0.00	0.00	0.00	37,500.00	0.00	37,500.00	0.00
213 LE Retention	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214 Lodgers Tax	0.00	(45,000.00)	(45,000.00)	303,774.87	470,245.32	(45,000.00)	526,219.08	202,801.11
216 Streets	119,482.70	0.00	119,482.70	151,215.66	125,592.37	119,482.70	335,440.20	60,850.53
217 Parks/Rec	23,416.75	0.00	23,416.75	20,767.71	0.00	23,416.75	23,364.64	20,819.82
218 NFL Grant	0.00	0.00	0.00	1,882.35	140,458.84	0.00	127,427.38	14,913.81
260 American Rescue	0.00	0.00	0.00	12,609.00	0.00	0.00	12,609.00	0.00
280 Canibus	0.00	0.00	0.00	34.11	0.00	0.00	0.00	34.11
403 Debt Service & Reserves	355,953.46	0.00	355,953.46	1,197,096.44	462.78	355,953.46	214,902.00	1,338,610.68
501 Water Ent	5,000.00	(23,607.00)	(18,607.00)	64,025.87	301,735.99	(18,607.00)	218,207.47	128,947.39
502 Solid Waste Enterprise	0.00	0.00	0.00	153,376.27	54,627.93	0.00	47,558.49	160,445.71
503 Wastewater Ent	0.00	(195,662.00)	(195,662.00)	299,993.94	547,226.78	(195,662.00)	392,853.69	258,705.03
516 Fire Enterprise	0.00	(50,000.00)	(50,000.00)	32,089.05	122,517.23	(50,000.00)	43,959.08	60,647.20
528 Village Apartments	39,750.00	0.00	39,750.00	114,745.04	0.00	39,750.00	14,097.02	140,398.02
209 Fire Protection Fund	125,795.61	(9,000.00)	116,795.61	332,203.13	251,933.00	116,795.61	289,002.18	411,929.56
210 Fire NMFA DS	0.00	(125,795.61)	(125,795.61)	184,758.46	1,634.56	(125,795.61)	1,060.21	59,537.20
110 General Op	83,750.00	(958,166.63)	(874,416.63)	2,294,238.52	2,306,449.70	(874,416.63)	1,102,072.99	2,624,198.60
111 Law Enforcement	362,065.47	(21,750.00)	340,315.47	0.00	0.00	340,315.47	340,315.47	0.00
112 General Reserves	0.00	0.00	0.00	1,246,257.47	1,718.47	0.00	0.00	1,247,975.94
113 KC Undergrounding	0.00	0.00	0.00	406,226.79	48,325.53	0.00	73,730.59	380,821.73
114 NMFA TML DS	145,891.00	0.00	145,891.00	0.00	2,927.10	145,891.00	18,366.82	130,451.28
535 Water Dep	84,482.70	0.00	84,482.70	747,559.69	1,709,015.49	84,482.70	1,884,492.14	656,565.74
536 Sewer Dep	132,499.57	0.00	132,499.57	267,360.62	0.00	132,499.57	132,498.70	267,361.49
534 O&M Reserve	0.00	0.00	0.00	477,349.67	0.00	0.00	0.00	477,349.67
537 CWSRF Loan CD Accounts	0.00	0.00	0.00	222,853.95	8,863.97	0.00	0.00	231,717.92
290 Vol Fire Donations	0.00	0.00	0.00	10,080.48	555.00	0.00	0.00	10,635.48
291 Vol EMS Donations	0.00	0.00	0.00	38,354.24	0.00	0.00	2,008.90	36,345.34
292 Parks Rc DIF	0.00	(12,166.75)	(12,166.75)	201,125.65	3,896.50	(12,166.75)	0.00	192,855.40
293 Water Sys Dev DIF	0.00	0.00	0.00	290,281.97	2,671.54	0.00	0.00	292,953.51
294 Wastewater Sys Dev DIF	0.00	(31,211.57)	(31,211.57)	342,175.60	3,880.50	(31,211.57)	0.00	314,844.53
296 Public Safety (LE/EMS) DIF	0.00	(371,690.05)	(371,690.05)	555,999.31	12,912.40	(371,690.05)	0.00	197,221.66
297 Roads DIF	0.00	0.00	0.00	354,455.75	16,764.20	0.00	0.00	371,219.95
Totals	1,844,049.61	(1,844,049.61)	0.00	10,572,079.94	6,552,032.12	0.00	6,628,681.56	10,495,430.50
				CDs				(76,649.44)
				cash				net income
				215,000.00				
				10,357,078.94				

	A	B	C	D	E	F	G	H
1	SUMMARY Fund Balance FY2025							
2								
3	FUND NAME	FUND #	Ending Fund BAL FY2024	FY2025 REVENUE + TRANSFERS IN	FY2025 YTD @ 3rd Quarter ACTUAL REVENUE & TRANSFER IN	FY2025 BUDGETED EXPENSE + TRANSFERS OUT	FY2025 YTD @ 3rd Quarter ACTUAL EXPENSE & TRANSFER OUT	ENDING FUND BALANCE
4								Fund Bal 3rd Q FY 2025
5								
6	Water Enterprise	501	64,025.87	568,600.00	306,735.99	524,217.00	241,814.47	128,947.39
7	Sewer Enterprise	503	299,993.94	1,369,500.00	547,226.78	1,260,857.00	588,515.69	258,705.03
8	Solid Waste Enterprise	502	153,376.27	70,000.00	54,627.93	186,129.00	47,558.49	160,445.71
9	Fire Enterprise	516	32,089.05	225,000.00	122,517.23	236,000.00	93,959.08	60,647.20
10	O&M Reserves	534	477,349.67	50,000.00	0.00	100,000.00	0.00	477,349.67
11	Water Cap Improvements Reserve	535	747,559.69	3,540,998.19	1,793,498.19	5,540,064.00	1,884,492.14	656,565.74
12	Sewer Cap Imp Reserve	536	267,360.62	701,308.00	132,499.57	716,388.00	132,498.70	267,361.49
13	Reserve for CWSRF	537	222,853.95	12,060.00	8,863.97	60.00	0.00	231,717.92
14	USDA Debt Service and Reserve	403	1,197,096.44	757,808.00	356,416.24	287,000.00	214,902.00	1,338,610.68
15	General/Administration	110	2,294,238.52	4,811,292.00	2,390,199.70	5,951,840.41	2,060,239.62	2,624,198.60
16	UG Electric-General Res	113	406,226.79	80,000.00	48,325.53	430,000.00	73,730.59	380,821.73
17	General Reserve	112	1,246,257.47	254,000.00	1,718.47	800,100.00	0.00	1,247,975.94
18	NMFA TML DS	114	0.00	166,781.41	148,818.10	69,427.00	18,366.82	130,451.28
19	Law Enforcement Operating	111	0.00	609,406.00	362,065.47	609,406.00	362,065.47	0.00
20	Law Enforcement Protection	211	0.00	101,000.00	101,000.00	101,000.00	81,262.03	19,737.97
21	Law Enforcement Recruitment	212	0.00	37,500.00	37,500.00	37,500.00	37,500.00	0.00
22	Law Enforcement Retention	213	0.00	4,468.00	0.00	4,468.00	0.00	0.00
23	Roads/Streets	216	151,215.66	1,519,483.00	245,075.07	1,449,022.00	335,440.20	60,850.53
24	Fire Protection	209	332,203.13	375,796.00	377,728.61	666,100.00	298,002.18	411,929.56
25	Fire Protection NMFA DS	210	184,758.46	2,500.00	1,634.56	184,217.00	126,855.82	59,537.20
26	Volunteer Fire Donation	290	10,080.48	200.00	555.00	8,510.00	0.00	10,635.48
27	EMS	206	249,188.33	916,000.00	645,079.27	1,078,924.00	709,733.48	184,534.12
28	Volunteer EMS Donation	291	38,354.24	4,000.00	0.00	30,500.00	2,008.90	36,345.34
29	Parks and Recreation	217	20,767.71	235,400.00	23,416.75	240,400.00	23,364.64	20,819.82
30	Lodgers' Tax	214	303,774.87	650,000.00	470,245.32	879,500.00	571,219.08	202,801.11
31	Cannabis Regulation Act	280	34.11	25,000.00	0.00	15.00	0.00	34.11
32	TOTAL:		8,698,805.27	17,013,100.41	8,175,747.75	21,391,644.41	7,903,529.40	8,971,023.62
33	Village Apartments	528	114,745.04	67,000.00	39,750.00	169,000.00	14,097.02	140,398.02
34	Grants/(separate funds)							
35	FRF Grant/American Rescue	260	12,609.00	0.00	0.00	12,609.00	12,609.00	0.00
36	NFL Grant/NEW FY2022	218	1,882.35	348,000.00	140,458.84	347,994.00	127,427.38	14,913.81
37								
38	IMPACT FEES							
39	Parks & Rec	292	201,125.65	31,200.00	3,896.50	220,400.00	12,166.75	192,855.40
40	Water	293	290,281.97	32,000.00	2,671.54	300,000.00	0.00	292,953.51
41	Wastewater	294	342,175.60	33,600.00	3,880.50	300,000.00	31,211.57	314,844.53
42	Safety Impact	296	555,999.31	33,600.00	12,912.40	578,000.00	371,690.05	197,221.66
43	Roads Impact	297	354,455.75	32,400.00	16,764.20	350,000.00	0.00	371,219.95
44	Total Impact Fees		1,744,038.28	162,800.00	40,125.14	1,748,400.00	415,068.37	1,369,095.05
45								
46	TOTAL ALL		10,572,079.94	17,590,900.41	8,396,081.73	23,669,647.41	8,472,731.17	10,495,430.50
62								
68							ytd net op loss	-76,649.44

	A	B	C	D	E	F	G	H
69	At 3/31/25							
70			OPERATIONAL FUNDS				RESERVES & RESTRICTED	
71		501	128,947.39			535	656,565.74	
72		503	258,705.03			536	267,361.49	
73		516	60,647.20			534	477,349.67	
74		216	60,850.53			utility reserves	1,401,276.90	
75		110	2,624,198.60					
76		111	0.00			112	1,247,975.94	
77		114	130,451.28			General Reserves	1,247,975.94	
78		502	160,445.71					
79		206	184,534.12			DIFs	1,369,095.05	reserves
80		280	34.11					4,018,347.89
81		528	140,398.02					
82		total	3,749,211.99		encumbered/dedicated			
83								
84								
85								
86								
87		TOTAL ALL	10,495,430.50					restricted
88								
89		110	trans plus exp					
90		111	\$ 5,951,840.41			209	411,929.56	
91		112	609,406.00			210	59,537.20	
92		113	800,100.00			Fire Reserves	471,466.76	restricted
93								
94						211	19,737.97	
95						212	0.00	restricted
96						213	0.00	
97						LE Reserves	19,737.97	restricted
98								
99						113	380,821.73	
100						KC Undergnd reserve	380,821.73	
101								
102						290	10,635.48	restricted
103						291	36,345.34	
104						Volunteer EMS/Fire	46,980.82	restricted
105								
106						217	20,819.82	
107						Parks	20,819.82	restricted
108								
109						214	202,801.11	
110						Lodgers tax	202,801.11	restricted
111								
112						260	0.00	restricted
113						218	14,913.81	
114						ARP & NFL Grants	14,913.81	
115								

VILLAGE OF TAOS SKI VALLEY

Village Council

Agenda Item

AGENDA ITEM TITLE: Consideration to approve a Sublease of Unit 102 In the Neal King Memorial Firehouse, between Taos Ski Valley Inc., a New Mexico Corporation ("Landlord"), and the Village of Taos Ski Valley, a New Mexico Municipal Corporation ("Tenant").

DATE: April 18, 2025

PRESENTED BY: Rick Bellis, Administrator

STATUS OF AGENDA ITEM: Consent Agenda Item

CAN THIS ITEM BE RESCHEDULED: Not recommended. This matter is of a time sensitive nature and is required to hold the upcoming Council FY 25/26 Budget Workshop.

BACKGROUND INFORMATION: The Village desires a to have a central location to conduct in-person public meetings of the Council and its Commissions, Boards, and Committees regarding Village matters.

RECOMMENDATION: Staff recommends approval of the Sublease of Unit 102 In the Neal King Memorial Firehouse contract per the terms, as outlined.

**SUBLEASE OF UNIT 102 IN
THE NEAL KING MEMORIAL FIREHOUSE
[Condominium Unit 102 of TSV Firehouse, a Condominium
9 Firehouse Road, Village of Taos Ski Valley, Taos County, New Mexico]**

This Sublease of Unit 102 in the Neal King Memorial Firehouse ("Lease") is made by and between **Taos Ski Valley, Inc.**, a New Mexico corporation ("Landlord"), and **The Village of Taos Ski Valley**, a New Mexico municipal corporation ("Tenant" or the "Village"), effective as of the April 1, 2025 Commencement Date stated below.

Recitals

A. Unit 102 in TSV Firehouse, a Condominium ("Condominium"), located at 9 Firehouse Road, Village of Taos Ski Valley, Taos County, New Mexico, is centrally located and a well-known public location: the Village presently operates a fire department in the adjacent Unit 101 of the first floor of the Condominium, and the adjacent Unit 103 in the Condominium is space planned for a post office for the public.

B. The Village desires a central location to conduct public meetings on Village matters.

C. Taos Ski Valley, Inc., the Landlord herein, leases Unit 102 from the fee title owner of the Unit, Firehouse Development (TSV), LLC, and this Sublease is subject to the terms and conditions of that lease.

D. The Village and Landlord desire to enter into this Lease to allow the Village to conduct public meetings in Unit 102 between April 1 and September 30 of 2025, on the terms and provisions of this Lease.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Basic Lease Provisions.

Commencement Date	April 1, 2025
Landlord	Taos Ski Valley, Inc. 116 Sutton Place, Taos Ski Valley, New Mexico 87525 P.O. Box 90, Taos Ski Valley, New Mexico 87525 Attention: Charles E. Rockey, Jr., Treasurer Email: chaz.rockey@bllc.com Telephone: (770) 874-9109
Tenant	Village of Taos Ski Valley 7 Firehouse Road, Taos Ski Valley, New Mexico 87525 P.O. Box 100, Taos Ski Valley, New Mexico 87525 Attention: Richard Bellis, Village Administrator

	Email: rbellis@vtsv.org For Monthly Lease Rent Invoices (to be sent by email only): Attention: Carroll Griesedieck, Finance Director Email: carroll@vtsv.org Telephone: (575) 776-1145
Property	Real property located at 9 Firehouse Road, Taos Ski Valley, New Mexico, and described as TSV Firehouse, a Condominium, in that certain Condominium Declaration for TSV Firehouse, a Condominium, filed for record on January 4, 2024, in Book 1187, page 113, as Instrument Number 000475528, records of Taos County, New Mexico ("Condominium Declaration").
Premises or "Unit 102"	Unit 102 of the condominium Property, together with a nonexclusive right to use common elements and other portions of the Property in common with others. The Premises is <u>subject to</u> the right of the condominium association to access the common element mechanical room and fire protection room on the north side of the Premises, as shown on <u>Exhibit A</u> and described in Section 7. The Premises consist of approximately 1,582 interior square feet, as shown on <u>Exhibit A</u> and as described in the Condominium Declaration.
Term	Six (6) months, beginning on the Commencement Date (April 1, 2025) and expiring at 11:59 p.m. on September 30, 2025.
Rent	\$300.00 monthly, plus all sums required to be paid by Tenant pursuant to this Lease, as may be incurred by Tenant from time to time. <u>No security deposit is required.</u>
Landlord Payments; Utilities; Condo Assessments; Trash and Snow Removal	Landlord shall pay all costs for trash and condominium association assessments, plus all costs of electricity, gas, water and sewer service, and other utilities serving the Premises. If not accomplished by the condominium association governing the Property to be known as "TSV Firehouse Association (the "Association"), Landlord shall be responsible for snow removal on the Property and will ensure that the road leading to the Property is regularly plowed until dedication to the Village.

2. **Grant of Lease.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, commencing on the Commencement Date and ending on the last day of the Lease Term unless sooner terminated as herein provided. This Lease shall be subject to all matters of record concerning the Premises, now or hereafter created.

3. **Acceptance of the Premises.** Tenant has inspected the Premises and accepts the Premises in their "as is" condition. By occupying the Premises, Tenant shall be deemed to have accepted the same as suitable for Tenant's purpose and to have acknowledged that Tenant will comply with Tenant's obligations under this Lease. Except as expressly provided in this Lease, Landlord shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises or any improvements, furnishings, fixtures, trade fixtures or equipment constructed, installed or used on or in the Premises.

4. **Rent.** Tenant covenants and agrees to pay Rent to Landlord, without demand, deduction or set-off of any kind, for each month of the entire Lease Term. Such monthly installments shall be payable by Tenant to Landlord beginning on the Commencement Date and on the first day of each calendar month thereafter. Landlord hereby waives any "Security Deposit" from Tenant.

5. **Term.** The Term of this Lease shall begin on the Commencement Date and expire as stated in Section 1. Provided that this Lease is in full force and effect and Tenant is not in default hereunder. On expiration of the Term, Tenant will peaceably surrender possession of the Premises including all improvements broom clean in good condition, reasonable wear and tear excepted, and Landlord shall have the right to take possession of the Premises. Should Tenant hold over the Premises after the expiration of the Lease Term, such holding over shall constitute and be construed as a tenancy at will only, at a daily rental equal to the daily Rent payable during the Lease Term plus fifty percent (50%) of such amount. The preceding sentence shall not be construed as Landlord's consent for Tenant to hold over.

6. **Title.** Tenant acknowledges that the Premises is or shall be a unit in a condominium, pursuant to the Condominium Declaration to be recorded by Landlord, and agrees that Landlord and/or the Association may take actions that affect title to the Premises, grant easements and dedicate rights and/or interests in or to the Property during the Lease Term and prior to conveyance of the Premises to Tenant. Tenant consents to such acts for all purposes and agrees that no such act by or on behalf of Landlord shall give rise to grounds to abate Rent, or constitute or be construed as any diminution of value of the Premises, or otherwise modify this Lease. Tenant further agrees to execute, deliver and record such documents and agreements as may be reasonably reflected to complete or amend the Condominium.

7. **Use.** Tenant shall use the Premises for a public meeting space, as needed, for Village matters and operations, in compliance with this Lease and all applicable laws, ordinances, rules and regulations. Tenant will not occupy or use the Premises, or permit any portion of the Premises to be occupied or used, for any purpose other than the Permitted Use, or for any use which is unlawful or deemed to be disreputable in any manner or extra hazardous, nor permit anything to be done which will in any way increase the rate of insurance on the Property or contents.

7.1. Tenant shall provide a key to the Premises to Landlord and otherwise accommodate all access needed by Landlord and the Association to the mechanical room and fire protection room on the north side of the Premises, as shown on Exhibit A. Tenant's use is further subject to the terms of Landlord's lease of the Premises, which permits the subleasing of Unit 102, subject to access to the mechanical room and fire protection room by Landlord and the Association.

7.2. Tenant will conduct its business and control its agents, employees, customers, invitees and other Tenant Parties, including without limitation members of the public attending Village meetings, in such a manner so as not to create any nuisance, or interfere with, annoy or disturb others on or about the Property. As used herein, a "Tenant Party" means each of Tenant and its officers, officials, employees, contractors, agents, invitees, visitors, licensees, guests, customers, members of the public and Village government, and their respective heirs, successors and assigns.

7.3. Tenant will maintain the Premises in a clean, healthful and safe condition, and will comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction) with reference to the use, condition or occupancy of the Premises.

8. Environmental Matters.

8.1. Tenant shall not cause nor permit, nor allow any Tenant Party to cause or permit, any Hazardous Substance to be brought upon, stored, manufactured, generated, handled, recycled, treated, disposed or used on, under or about the Premises or the Property. Tenant and Tenant Parties shall comply with all Environmental Laws at all times. Tenant shall neither create or suffer to exist, nor permit any Tenant Party to create or suffer to exist any lien, security interest, charge or encumbrance of any kind with respect to the Property, including without limitation those arising pursuant to Environmental Laws. The provisions of this paragraph shall not be deemed to prohibit or limit the use of motor fuels, lubricants, potentially hazardous medications, and similar substances used or stored by the Fire Department of the Village in Condominium Unit 101 of the Property, in accordance with the separate lease agreement governing the lease of those premises by the Village.

8.2. As used herein: (i) "Environmental Laws" shall be interpreted in the broadest sense and means any and all federal, state, local statutes, ordinances, regulations, rules or guidelines now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances or relate to the protection of human health, safety or the environment and include but are not limited to: the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act/Pesticide Act, 7 U.S.C. § 13 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300(f) *et seq.*; the Oil Pollution Control Act of 1990, 33 U.S.C. § 2761 *et seq.*; Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resources Conservation Act, 42 U.S.C. § 6901 *et seq.*; and laws of New Mexico that define substances as hazardous waste or as hazardous substances and regulate their use or disposal, and regulations promulgated pursuant to such laws, all as amended from time to time; and (ii) "Hazardous Substances" shall be interpreted in the broadest sense and means substances, materials, wastes, pollutants, oils or governmentally regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, PFAs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored handled, treated, discharged, distributed, disposed, or released, including hazardous materials, hazardous wastes, toxic substances, or regulated substances under any Environmental Laws.

8.3. Tenant agrees that Tenant shall be solely responsible for any fines, suits, claims, demands, losses, actions, attorneys' fees, damages, costs, expenses, disbursements, judgments, executions, liabilities, payments in settlement of any action, payments on any judgment, and interest, for any injury to person or damage to or loss of property on or about the Premises, caused by the negligence, misconduct or omission of, or breach of this Lease by Tenant, any Tenant Party, or by any other person entering the Premises or Property under express or implied invitation of Tenant, or arising out of the use of the Premises or Property by Tenant. No Landlord Party shall be liable or responsible for any loss or damage to any property or death or injury to any person occasioned by theft, fire, conduct of third parties, injunction, Force Majeure event, or any other matter

beyond the control of Landlord, or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the Property, or failure to make repairs, or from any cause whatsoever except Landlord's gross negligence or willful misconduct. As used herein, a "Landlord Party" means Landlord, its affiliates, and their respective owners, members, managers, directors, officers, shareholders, employees, contractors, agents, invitees, visitors, licensees, guests, customers, the Association and its members, and their respective heirs, successors and assigns.

8.4. Tenant shall not be liable for any injury to person or damage to or loss of property on or about the Premises caused by the gross negligence or intentional misconduct of Landlord.

9. **Environmental Performance.** Landlord and Tenant agree it is in their mutual best interest that the Premises be operated and maintained in a manner that is environmentally responsible and provides a safe and productive work environment (the "Environmental Performance Objective") consistent with the approved use of Unit 102 by the Village for public meetings. Tenant acknowledges and agrees that compliance with the Environmental Performance Objective is material consideration for Landlord to enter into this Lease.

9.1. Tenant shall conduct its operations in the Premises in a manner consistent with the Environmental Performance Objective, including to minimize: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) material entering the waste stream; and (iv) negative impacts on the indoor air quality of the Premises.

9.2. Tenant agrees to participate in any measurement, monitoring, evaluation and remediation programs from time to time established by Landlord in connection with the Environmental Performance Objective. Without limiting the foregoing, Tenant agrees that any activities in respect of the Environmental Performance Objective by any Landlord Party shall not constitute a breach by Landlord of any obligation under this Lease or provided in or implied at law, nor shall compliance with the Environmental Performance Objective be considered an eviction, actual or constructive, and such compliance shall not entitle Tenant to terminate this Lease or to an abatement or reduction of Rent.

9.3. Tenant agrees to limit the use of single-use plastics in its operations to the extent feasible and to work with Landlord to align with its waste management practices.

10. **Parking.** Tenant may use the access and driveway areas immediately adjacent to the Premises and may use the parking spaces on the Property in common with others. During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as may be prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas in reasonable proximity thereto for Tenant and Tenant's agents and employees at a later date in consultation with Tenant.

11. **Signs.** Other than temporary signs directing members of the public to the location of public Village meetings in Unit 102, which may be placed on the Property, Tenant shall not place additional signs on or about the Property or Premises without the prior written consent of Landlord and the condominium association governing the Property, which consent shall not be unreasonably withheld. If necessary or convenient for operations on the Property and upon Tenant's request, Landlord, Tenant and the condominium association will cooperate on the design and installation of

signage on the Property to direct traffic and ensure access to the Premises for Fire Department and emergency vehicles. Tenant shall obtain all permits necessary for any approved signage and be responsible for all costs associated with the installation and maintenance of approved signs.

12. **Rules.** Tenant and each Tenant Party will comply fully with all rules and restrictions applicable to the Premises that Landlord and the Association may impose, amend and/or revoke from time to time, provided that such rules and restrictions are consistent with the Village's intended use of the Premises as a temporary and occasional public meeting space.

13. **Utilities; Taxes; Condominium Assessments.** Landlord shall pay the cost of all utilities serving the Premises. Landlord shall pay the cost of all real property taxes levied against the Premises and all assessments imposed by the Association. Tenant shall cooperate with Landlord in applying for property tax exemptions for the Premises, to the extent applicable. Landlord shall pay all personal property taxes with respect to Landlord's own personal property, if any, on the Premises. Tenant shall be responsible for payment of all personal property taxes with respect to Tenant's personal property on the Premises, if any apply to Tenant as a public, governmental entity.

14. **Inspection.** Landlord and its officers, agents and representatives shall have the right to enter and upon any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to (i) inspect same or clean or make repairs or alterations as Landlord may deem necessary (but without any obligation to do so, except as expressly provided for herein) or (ii) show the Premises to prospective tenants, purchasers or lenders, but in the case of prospective tenants, such showings shall not occur until the last ninety (90) days of the Lease Term or any extensions thereof. Tenant shall not be entitled to any abatement or reduction of Rent by reason of such inspections, repairs or alternations, nor shall such be deemed to be an actual or constructive eviction.

15. **Maintenance, Repairs and Alterations.** Tenant may make minor improvements and repairs to the Premises with prior approval of Landlord and the Association, if required. All proposed changes to the Premises must be described in a detailed written description provided to and approved by Landlord, which approval will not be unreasonably withheld. All Tenant improvements shall be performed by licensed contractors. Tenant will provide to Landlord evidence of licensure and adequate liability insurance listing Landlord and the Association as a named insured and adequate worker's compensation coverage. Tenant shall not otherwise alter or improve the Premises. Tenant shall take good care of the Premises and all fixtures, furniture and equipment thereon throughout the Lease Term and keep them free from waste and nuisance of any kind. Tenant will not in any manner deface, damage or injure the Premises and will pay the cost of repairing any damage or injury done to the Premises. Tenant shall store all trash and garbage in approved containers on the Premises and the Property so as not to create a nuisance on or about the Property or to interfere neighboring premises, and so as not to create or permit any wildlife, health or fire hazard. Landlord agrees, to the extent the same is not accomplished by the Association, to keep the roof, foundations, structural systems, walls, doors and windows and utility systems and equipment serving the Premises in good condition and repair, but Landlord shall not be liable to Tenant for any damage caused by the same being out of repair until it has had reasonable opportunity to have the same repaired after being notified in writing of the need of same by Tenant.

16. **Insurance.**

16.1. At all times during the Lease Term, Tenant shall maintain liability coverage for the acts of its employees under the New Mexico Public Liability Fund (the New Mexico Self-

Insurer Fund) as reflected in the Certificate of Coverage delivered to Landlord concurrently herewith. The Tenant shall also have and keep in force at all times during the term of Lease property insurance through the New Mexico Self-Insurer Fund. The Certificate of Coverage will be applied giving full effect to the intent of the Tort Claims Act, NMSA 1978, § 41-4-1 *et seq.* Tenant shall further maintain coverage for its employees in compliance with the New Mexico Workers' Compensation Act and the New Mexico Unemployment Compensation Act.

16.2. At all times during the Lease Term, Landlord shall maintain property insurance in a form and amount acceptable to Landlord.

16.3. Landlord and Tenant shall each provide the other with certificates of insurance or other acceptable evidence that such insurance is in force at all times. Tenant shall notify Landlord within twenty-four (24) hours after the occurrence of any accidents or incidents on the Premises that could give rise to a claim for bodily injury or death under any of the insurance policies required under this Section. Tenant shall notify Landlord within seven (7) calendar days after the occurrence of any accidents or incidents related to property damage on the Premises that could give rise to a claim under the property insurance policies required under this Section. If the Premises should be damaged or destroyed by fire or other casualty, Tenant shall give immediate written notice to Landlord. Tenant acknowledges that Tenant's obligations remain in full force and effect, notwithstanding that insurance applicable to the Property or Premises may be carried by others. Landlord's obligations with respect to insurance under this Lease shall apply only to the extent that Landlord carries such insurance.

17. **Assignment and Subletting.** Tenant shall not (i) assign, mortgage, pledge, encumber, or in any manner transfer this Lease or any estate or interest herein, (ii) permit any assignment of this Lease or any estate or interest herein by operation of law, (iii) sublet the Premises or any part thereof, or (iv) permit the use of the Premises by any parties other than Tenant, its agents and employees for the permitted use hereunder and any such act shall be void and of no effect. Landlord shall have the right to transfer, assign or convey, in whole or in part, the Premises and any and all rights under this Lease, and in the event Landlord assigns its rights under this Lease, Landlord shall thereby be released from any further obligations hereunder arising after the date of the assignment, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations.

18. **Condemnation.** No dedication, grant of easement, or other conveyance or encumbrance affecting any portion of the Property shall constitute a taking or condemnation, or otherwise entitle Tenant to any modification or reduction of Rent or other obligation or amount owed to Landlord or any Landlord Party. The dedication or grant of any road or easement serving or encumbering the Property shall not constitute or be construed as a condemnation as between Landlord and Tenant. Tenant waives all rights to pursue condemnation of the Property. If all or any portion of the Premises is appropriated or taken, or threatened to be appropriated or taken, under the power of eminent domain by any public or quasi-public authority, then Landlord shall have the option of either (a) terminating this Lease upon thirty (30) days prior written notice to Tenant, or (b) proposing an amendment to the Lease to accommodate such taking. Whether or not this Lease is terminated, Landlord shall be entitled to the entire award or compensation in such proceedings. If this Lease is terminated as provided above, all items of Rent and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord agrees to refund to Tenant any Rent or other charges paid in advance. A voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

19. **Casualty.** Except for any casualty caused by the negligence or intentional misconduct of Tenant or any Tenant Party, if the Premises are wholly or partially damaged or destroyed in a manner that prevents the conducting of Tenant's business and if the damage is reasonably repairable, Landlord may elect either (i) to repair the Premises and Rent shall abate during the period of the repair as to the portion of the Premises unavailable for use by the Tenant, or (ii) to terminate this Lease upon thirty (30) days' prior written notice to Tenant, which event the Rent shall be abated effective on the date of termination. Any insurance carried by Landlord, Tenant, or any other party against loss or damage to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

20. **Events of Default.** The following events shall be "Events of Default" by Tenant:

20.1. Tenant shall fail to pay, when due, any amount of Rent, reimbursement, or other sum payable by Tenant hereunder.

20.2. Tenant shall fail to comply with or observe any other provision of this Lease, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant.

20.3. Tenant (i) makes an assignment for the benefit of creditors; or (ii) becomes insolvent or unable to pay its debts as they become due or notifies Landlord that it anticipates either such condition; or (iii) has a receiver or trustee appointed for Tenant's leasehold interest in the Premises or all or substantially all of the assets of Tenant; or (iv) to the extent permitted by law, has any petition filed against Tenant under any provision or chapter of the Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or (v) shall be adjudged bankrupt or insolvent.

21. **Remedies.** Upon any Event of Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder upon written notice. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant, as damages, an amount equal to the sum of (a) the amount of rent due and unpaid as of the date of termination; (b) the cost of repairing any damage to the Premises and Property and removing and storing any of Tenant's property remaining on the Premises and Property as of the date of termination; and (c) a liquidated amount for remaining damages incurred by Landlord of \$5,000.00. Landlord and Tenant agree that Landlord's actual damages under item (c) of the preceding sentence would be difficult or impossible to determine and that this amount has been agreed upon by Landlord and Tenant as their best estimate of Landlord's damages and not as a penalty. The parties have freely negotiated the foregoing liquidated damages provision in good faith and agree and acknowledge that such damages are a reasonable estimate of the damages that would be realized by Landlord.

21.1. In any Event of Default, regardless of the extent to which Landlord's remedies are exercised, Tenant shall be responsible for all costs and attorneys' fees incurred by Landlord in the enforcement of this Lease. All rights and remedies of Landlord herein created or otherwise extending at law are cumulative, and more than one right or remedy may be exercised and enforced concurrently and whenever and as often as deemed desirable.

22. **Dispute Resolution.** In the event of a breach, disagreement, or dispute arising out of or related to this Lease for which Landlord may reasonably seek or require prompt or emergency relief or assistance, Landlord may seek an injunction, protective order, or similar remedy available.

In the event of any other breach, disagreement, or dispute between the parties arising out of or related to this Lease, prior to filing any lawsuit against the other the parties shall participate in mandatory mediation in Taos or Santa Fe, New Mexico, utilizing the services of a professionally trained attorney-mediator. The identity of the mediator shall be jointly determined by the parties or, if the parties are unable to agree, by any judge of the Eighth Judicial District Court. Any such mediation shall be held within thirty (30) days of a demand by either party, and the parties shall equally share the cost of any such mediation. If the parties are unable to resolve their dispute or claim in mediation, then the parties agree to jurisdiction and venue in the Eighth Judicial District Court, Taos County, New Mexico for any legal action brought in connection with this Lease. The prevailing party in any action for the breach or enforcement of this Lease or rights or obligations hereunder shall be entitled to recover from the non-prevailing party all costs and expenses, including reasonable attorneys' fees, incurred in such legal action.

23. **Waiver of Jury Trial.** LANDLORD AND TENANT EACH IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE AND THE TRANSACTIONS CONTEMPLATED HEREUNDER.

24. **Surrender of Premises.** Tenant shall, upon termination of the Lease Term, or any earlier termination of this Lease for any cause, surrender the Premises to Landlord, including, without limitation, all building apparatus and equipment then upon the Premises; and all alterations, improvements and other additions in, upon or about the Premises, shall be surrendered to Landlord by Tenant without any damage, injury or disturbance thereto, or payment therefor, and Tenant shall assign any remaining warranties to Landlord. All furniture, movable trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects and shall be so removed if required by Landlord or if not so removed, at the option of Landlord, shall become the property of Landlord. All such installations, removals and restoration shall be accomplished in a good, workmanlike manner, or if not so removed, at the option of the Landlord, shall become the property of Landlord. All such installations, removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the Premises or the primary structure or structural qualities of the building or the plumbing, electrical lines or other utilities.

25. **Mechanics' Liens.** Tenant will not permit any mechanic's lien to be placed upon the Property. Landlord shall have the right at Tenant's expense to remove any such lien and may post notices of nonresponsibility for payment pursuant to NMSA 1978, §§ 48-2-9 and -11.

26. **Notices.** All Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth in Section 1 or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered (a) if hand-delivered or sent by courier, on the day of receipt or (b) if mailed, on the fifth (5th) business day after deposit, postage prepaid, in the U.S. mail. If forwarded as an attachment to or part of an electronic message, the date of receipt of the notice is the date the message is acknowledged by the addressee.

27. **Force Majeure.** Delay or failure of performance due to Force Majeure will not be deemed a breach of this Lease. "Force Majeure" means any circumstance, including but not limited to acts of God or the elements, riots or civil disturbances, strikes or other labor disputes, governmental action, acts of war – declared or undeclared, military action, national emergency, acts of terrorism,

threatened acts of terrorism, epidemic, pandemic, quarantine, or the inability to obtain insurance (or at a prescribed excessive cost), which is beyond the reasonable control of either party, and which proximately causes the delay or failure of performance by either party. The foregoing provision shall not limit, and shall be construed consistent with, the doctrines of impossibility, impracticability and frustration of purpose recognized under New Mexico law. In no event will any failure by Tenant to timely make any payment or deposit of money contemplated hereunder, in full, as and when due, be excused by a Force Majeure event.

28. **Quiet Enjoyment.** Provided Tenant has performed all of the terms and conditions of this Lease, including the payment of Rent, to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord, subject to the terms and conditions of this Lease.

29. **Landlord's Liability.** Tenant acknowledges that the Premises are located in a rural area adjacent to undeveloped forest lands, and assumes all risks of interaction, damage and loss related to natural causes, including without limitation wildlife, fire, snow, avalanche and the elements. Landlord and the Association shall not be liable to Tenant for (i) any failure or interruption of utility services or the consequences therefrom, or (ii) any interruption of operations or damage to furniture, furnishings, equipment, appliances, trade fixtures, floor coverings, walls, ceilings, lighting or any other personal property of Tenant in the Premises caused by the elements, the melting of snow or ice, or water leakage from water lines, roofs, sanitary sewage, storm drain, sprinkler, or cooled air equipment. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Premises. No Landlord Party shall be liable for any deficiency, loss, damage, or any special, consequential, punitive, speculative or indirect damages, which Tenant expressly waives. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord or any Landlord Party.

30. **Liability of Tenant/Village.** Any liability of the Tenant Village of Taos Ski Valley, a New Mexico municipal corporation, incurred in connection with this Lease is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1, *et seq.*, as amended. The Village of Taos Ski Valley and its public employees as defined by the New Mexico Tort Claims Act do not waive sovereign immunity, do not waive any defense, and do not waive any limitations on liability pursuant to said law. No provision of this Lease modifies or waives any provision of the New Mexico Tort Claims Act.

31. **Government Entity Status of Tenant.** In the event that Tenant loses its status as a Government Entity or ceases to conduct the activities related to its purposes in Unit 102, this Lease shall terminate upon the revocation of said status and Tenant shall vacate the Leased Premises as soon as possible. Notwithstanding the foregoing, Tenant's obligations to continue insurance shall survive until all uses and activities of Tenant on the Leased Premises have ceased.

32. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease Term, the remainder of this Lease shall not be affected thereby, and that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

33. **Amendment; No Waiver.** This Lease may not be altered, changed or amended, except by instrument in writing signed by the parties. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord and addressed to Tenant, nor shall any custom or practice which might evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof.

34. **Miscellaneous.** This Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged herein. Each and every consent and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement. There shall be no merger of this Lease or of the leasehold estate hereby created with the ground lease estate in the leasehold premises or any interest in such fee estate. Tenant shall not record this Lease. The parties agree that they intend to create only the relationship of landlord and tenant, and no provision hereof or act of either party shall ever be construed as creating the relationship of principal and agent, partnership, joint venture or enterprise between the parties.

35. **Interpretation.** Captions contained in this Lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Lease. This Lease may be executed and delivered electronically and/or in counterparts. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The Recitals set forth herein and the Exhibits attached hereto are incorporated herein by this reference.

36. **Choice of Law; Successors and Assigns.** This Lease shall be governed by and construed in accordance with the laws of the State of New Mexico. All covenants, promises, conditions, representations and agreement herein contained shall be binding upon, apply and inure to the parties and their respective heirs, executors, administrators, successors and assigns.

37. **No Recording.** Due to the limited term of this Sublease, Landlord and Tenant agree that neither this Sublease nor any memorandum hereof shall be filed for record.

38. **Notice.** This Lease may be signed electronically and communications may be delivered by email or other electronic communication agreed to by Landlord and Tenant. All notices and communications required or permitted under this Lease shall be in writing and shall be deemed given and delivered to, and received by, the receiving party when: (a) hand-delivered; (b) sent by electronic mail or facsimile; (c) one day after deposit with a national overnight courier; or (d) three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid. Any party may change the contact information set forth below upon giving notice thereof to the other party in accordance herewith. Electronic notice shall be deemed received at the time the party sending the electronic notice receives verification of receipt by the receiving party. The parties' contact information for notices is set forth in Section 1.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Commencement Date.

Landlord:

Taos Ski Valley, Inc., a New Mexico corporation

Signed by:
By: Charles E. Rockey
Charles E. Rockey, Jr.
Its: Treasurer

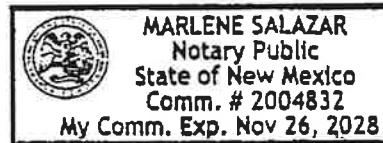
Tenant:

VILLAGE OF TAOS SKI VALLEY, a New Mexico Municipal Corporation

DATED: 04/09/2025

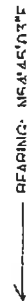
By: [Signature]
Christopher Stanek
Its: Mayor

Attest:
Marlene M Salazar, Village Clerk



Approved by Action of the Village Council
on April 18th 2025

Exhibit A to Lease





Proclamation

Building Safety Month — May 2025

Whereas The Village of Taos Ski Valley is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas “Game On!,” the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, _____, (Mayor, Supervisor, Commissioner, Governor) of _____, do hereby proclaim the month of May 2025 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Signature



May is Recognized Annually by The International Code Council as, Building Safety Month

Yes, it is still April but as the saying goes “safety is no accident”! Unfortunately, the converse is also true, without safety planning accidents happen with greater frequency. Let’s not forget that building the lovely residences we enjoy in our Village a great deal of planning was undertaken. High levels of forethought, experience and expertise went in to each one resulting in a time stamp of the particular year and qualities representing that time. Your Building Official strives to see that each new project in the Village continues that legacy.

It has been a great pleasure to be part of the effort to harden properties in the Village against wildfire along with others supporting the NFL Grant process from beginning to the latest phase. During the early stage of the grant administration a review of the actual structures on each property was inserted into the assessment process. Thereby gaining insight into the buildings’ wildfire resistance attributes. Although much has been done to improve vegetative wildfire resistance of participating properties in the Village, attention to structures has not been addressed.

This May’s Building Safety Month is an ideal time to change the dynamic. The Village Building Department is inviting all participants in the NFL Grant to contact us to obtain results of your structure review. When you do, actionable suggestions will be made that can harden ignition characteristics of your residences. Building codes have advanced since Village incorporation, resulting in lesser risk to newer residences and increasingly higher risk to older. Regardless of your residence age it is recommended that all property owners in the Village take advantage of this valuable service.

Please email jbowden@vtsv.org or call 575-776-8220 X4 to initiate dialogue about your residence.

VILLAGE OF TAOS SKI VALLEY

Agenda Item

AGENDA ITEM TITLE: A RESOLUTION ESTABLISHING EMPLOYEE BENEFITS FOR THE VILLAGE OF TAOS SKI VALLEY EMPLOYEES AND REPEALING ALL EARLIER INCONSISTENT RESOLUTIONS OR ORDINANCES

DATE: April 18, 2025

PRESENTED BY: Village Administrator Rick Bellis

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended.

BACKGROUND INFORMATION: There currently is no current or approved policy in place with regards to the subject matter.

RECOMMENDATION: Staff recommends approval of Resolution 2025-017, a Resolution establishing employee benefits for the Village of Taos Ski Valley employees and repealing all earlier inconsistent Resolution or Ordinances.

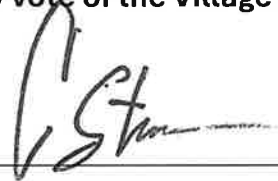
**RESOLUTION 2025-017: A RESOLUTION ESTABLISHING EMPLOYEE BENEFITS FOR THE
VILLAGE OF TAOS SKI VALLEY EMPLOYEES AND REPEALING ALL EARLIER
INCONSISTENT RESOLUTIONS OR ORDINANCES**

WHEREAS, The Governing Body of the Village of Taos Ski Valley, in order to recruit and retain the most qualified employees, to ensure the highest quality of service to the residents and businesses of the community, to remain competitive with other communities, and to update its policies to be consistent with New Mexico State law and PERA eligibility requirements wishes to update its employee benefits policy,

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL FOR THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:

1. The Village of Taos Ski Valley does hereby declare that the following, as attached in Exhibit 1, are the employee benefits available to all current and prospective employees, and that this Resolution shall real and replace all prior resolutions, ordinances and policies of the Village:

Adopted by vote of the Village Council this 18th day of April, 2025,



Mayor Chris Stanek

Attest:



Montene Salazar, Acting Village Clerk



Voted For 4
Voted Against 0
Abstain N/A

ATTACHMENT 1.

VILLAGE OF TAOS SKI VALLEY EMPLOYEE BENEFITS (Effective 4/18/25)

1. PERSONAL LEAVE

All employees, other than seasonal and temporary employees, shall accrue Personal Leave during their employment, as follows:

<u>Year of Service</u>	<u>Rate of Accrual</u>	<u>Accrued Per Year</u>
Year 1-5	16.00 hrs./month	192 hrs./year
Year 6	17.33 hrs./month	208 hrs./year
Year 7	18.667 hrs./month	224 hrs./year
Year 8 and after	21.33 hrs./month	256 hrs./year

All unused accumulated leave shall be paid out in full upon separation in full consistent with NMSA 1978 Chapter 50, but not later than the next regularly scheduled payroll.

2. ADMINISTRATIVE LEAVE

When in the best interests of the Village, work or weather conditions, personnel matters, or employee health and safety the Village Administrator may grant Administrative Leave, not to exceed 14 days without the approval of the Mayor. Conditions may include Jury Duty, voting, medical or family emergencies, weather or power-related delayed openings or closures, paid leave pending investigations, compensation for worked holidays, employee rest or recognition, and other emergency situations or administrative purposes.

3. EDUCATIONAL LEAVE

Employees approved by their Department Director for special training or education directly related to their job duties or as a prerequisite for transfer or advancement

within the Village are eligible for Paid Educational Leave at their normal salary but shall not earn overtime.

4. MILITARY LEAVE

Service members required to serve on active duty or to participate in reserve training shall receive full pay, up to 15 days per federal fiscal year.

5. BEREAVEMENT LEAVE

IN the event of the death of an immediate family member, employees are eligible for up to 3 days paid Bereavement Leave, if in-state, or 5 days if out-of-state. Additional time may be granted as Personal or Unpaid Leave.

6. INJURY LEAVE

The employee may be granted 7 days paid leave as Administrative Leave or Personal Leave, at the discretion of the Village Administrator and Department Director, depending on the work-related cause or aggravation of the injury, until Workman's Compensation provide disability or compensation.

7. TEMPORARY DISABILITY LEAVE

Approved Leave Without Pay or the employee may use earned paid Personal Leave, when available.

8. HOLIDAYS

The Village provides paid time off for all federal and state holidays, and such other additional days as are approved annually each December by the Mayor and Village Council. (ATTACHMENT A)

9. PERSONAL DAY

Each employee shall receive on paid Personal Day, equivalent to the number of hours of your normal work day, depending on your department and job title.

10. GROUP HEALTH INSURANCE

The Village offers voluntary participation in a variety of state plans for medical, prescription, dental, vision, life, and disability insurance options, with the Village paying 100% of the premium for eligible employees and 85% of the cost for eligible employee's dependents. (ATTACHMENT B)

11. PUBLIC RETIREMENT

The Village will contribute an amount equal to 9.4% of the employee's annual salary to the NM PERA public employee's retirement plan. Eligibility shall be determined by NM PERA requirements and is mandatory for full-time, non-seasonal employees.
(ATTACHMENT C)

12. OVERTIME PAY

Overtime, when approved in advance by the employee's Department Director or subsequently authorized by the Village Administrator in emergency situations, shall be paid at the rate of 1.5 times the employee's basic hourly rate, consistent with FLSA.

13. VEHICLE USE

At the discretion of the Village Administrator and the applicable Department Director, certain positions, due to the on-call nature of their job responsibilities, are provided with a Village vehicle, which they may take home with them.

14. FLEXIBLE HOURS/WORKWEEK

At the discretion of the Village Administrator, Department Director and dependent on the scheduling and work needs of the Village, certain departments and staff may be approved for flexible hours and/or flexible work weeks schedules, including 4-day work weeks.

PLEASE PROVIDE THE FOLLOWING INFORMATION (Attach a separate sheet if necessary.)

Educational background: BS Computer Information Systems, MBA

Current Occupation: **Current Employer:** Retired
Retired Quality & Systems Engineering & Assessment

Previous Community Service:
Current

SPCE HOA Safety & Security Committee, SPCE Wild Horse Advocacy team, Voices for Wild Horses Advocacy team, Wild Horses Observation Association (WHOA), Popejoy Benefactors, Santa Fe Opera Donors

Please describe any special knowledge, interest or experience you have, that would be of value to the committee.

I am an advocate for health, fitness & facilitating fun in the great outdoors along with promoting conservation & environmental stewardship. I believe in respecting & coexisting with nature. We hike, bike, ski, travel (sometimes rollerblade)

What is your interest in serving on this committee?

Meet TSV neighbors, participate in planning, designing & experiencing fun activities & everything that TSV environs has to offer year round

Signed:  

***Please return your completed application and any attachments to the Taos Ski Valley clerk, Marlene Salazar msalazar@vtsv.org**