



**VILLAGE COUNCIL REGULAR MEETING AGENDA
MEETING TO BE HELD VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
FRIDAY, MAY 16, 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 APRIL 18, 2025, REGULAR VILLAGE COUNCIL MEETING AND THE MAY 9, 2025 VILLAGE COUNCIL MEETING.

5. PRESENTATIONS

A. A presentation by Kit Carson Electric Cooperative regarding KCEC wildfire prevention efforts, the KCEC/VTSV joint project to place electrical service underground in order to reduce fire risk, and a proposed joint KCEC/TSVI/VTSV project for a micro-grid battery storage project. (Luis Reyes, CEO of KCEC)

B. Introduction of a VTSV wildfire public information and outreach campaign. (VTSV staff)

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

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

7. COMMITTEE REPORTS

- A. Planning & Zoning Commission (Mayor Pro Tem Tom Wittman)
- B. Public Safety Committee (Councilman Henry Caldwell)
- C. Firewise Community Board (Councilman Henry Caldwell)
- D. Parks & Recreation Committee (Joan Woodard)
- E. Lodger's Tax Advisory Board (Councilman Chris Stagg)
- F. TIDD (Mayor Pro Tem Tom Wittman)

8. REGIONAL REPORTS

(Included in the attached Administrator's and department reports)

- A. Enchanted Circle Council of Governments (ECCoG) (No report)
- B. Taos Regional Landfill (TRF) (See report)
- C. North Central Regional Transit District (NCRTD) (No report)
- D. Northern Pueblos Regional Transportation Planning Organization (NPRTPO) (No report)
- E. North Central Economic Development District (NCEDD) (No report)
- F. Rio Hondo Watershed District (RHWD) (See report)
- G. San Juan Chama Water Contractor's Association (SJCCA) (See report)

9. MAYOR'S REPORT (Mayor Chris Stanek)

10. ADMINISTRATOR AND STAFF REPORTS

Attached. (Rick Bellis, Village Administrator)

11. FINANCE REPORT

Attached. (Carroll Griesedieck, Village Finance Officer)

12. CONSENT AGENDA

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

will be heard when reached under the regular agenda.

A. Approval of VTSV Contract 2025-004, a contract between the Village of Taos Ski Valley and the Enchanted Circle Trails Association for the provision of services required by and in fulfillment of the Village's requirements as specified in the FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant, and the attached scope of work for project management (\$5,030.00), GIS and mapping (\$7,115.00), stakeholder and community engagement (\$7,115.00), field work, data collection and reporting (\$4,610.00), draft report and revisions (\$7,875.00), and permitted indirect costs (\$33,057.00), **for a total not to exceed \$33,627.00.**

B. Approval of VTSV Contract 2025-005, a contract between the Village of Taos Ski Valley and Rocky Mountain Youth Corps for the provision of services required by and in fulfillment of the Village's requirements as specified in the FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant and the attached scope of work for the provision of trail-related repairs and improvements within the Village of Taos Ski Valley **in an amount not to exceed \$23,489.00.**

C. Approval of VTSV Contract 2025-006, a contract between the Village of Taos Ski Valley and Gizmo Productions for the provision of services required by and in fulfillment of the Village's requirements as specified in the FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant, and the attached scope of work for the development of a unified branding, style, and signage system for trails and way-finding for the trails and recreation system throughout the Enchanted Circle Region of northern New Mexico, and within the Village of Taos Ski Valley, specifically, and **at a cost not to exceed \$25,000.00.**

13. OLD BUSINESS

A. Approval of the revised FY 2025-26 Village of Taos Ski Valley Budget and permission to submit the budget to NM DFA for consideration and approval. (Carroll Griesedieck, Village Finance Officer)

The full VTSV FY 2025-26 Budget may be viewed here: [Interim-Budget-PDF-for-approval-at-May-16-2025-CM.pdf](#)

14. NEW BUSINESS

A. Discussion, consideration and possible approval of the staff report and recommendation for the TIDD project for phase 2 of the Rt. 150 corridor utilities improvement project and the formal acceptance of the dedication from TSV, Inc. to the Village of Taos Ski Valley.
(Rick Bellis, Village Administrator)

The full Report and all attachments may be viewed here: [TIDD-Dedication-Project-for-Phase-2.pdf](#)

15. OTHER BUSINESS

A. Personnel

Recommendation of the Village Administrator for the appointment of Acting Clerk, Marlene Salazar to the position of Village Clerk based upon applications received, qualifications of the candidate and her performance in the position of Acting Clerk. Further, having successfully completed 6 months in the position of Acting Clerk as of June 16th, while also continuing her duties as Deputy Clerk and Public Works Administrative Assistant, and having completed multiple years of commendable service with the Village as Deputy Clerk, that the 6-month probationary period be considered as having been satisfied. (Rick Bellis, Village Administrator)

16. POSSIBLE CLOSED SESSION

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

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

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

The next regularly scheduled meeting of the Council of the Village of Taos Ski Valley will be held as a hybrid in-person and on-line meeting on Friday, June 20, 2025, at 1:00 pm in Room 102, 9 Firehouse Rd., Taos Ski Valley, NM and the Agenda, Agenda attachments, and Zoom Meeting link will be available to the public on the Village website at <https://www.vtsv.org>.

19. ADJOURNMENT

MINUTES



**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. In 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.

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”).

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

Attest: _____

Mayor Pro-Tem Wittman

Acting Village Clerk, Marlene Salazar



**VILLAGE COUNCIL MEETING
MINUTES
HYBRID/ZOOM MEETING
ROOM 102, 9 FIREHOUSE RD.
TAOS SKI VALLEY, NEW MEXICO
FRIDAY MAY 9, 2025 2:00 pm**

1. CALL TO ORDER AND NOTICE OF MEETING

The Village Council Meeting was called to order by Mayor Chris Stanek at 2:00 pm. The meeting was properly posted.

2. ROLL CALL

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

Governing Body Present:

Mayor Chris Stanek

Councilor Henry Caldwell

Councilor Doug Turner

Councilor Tom Wittman

3. APPROVAL OF THE AGENDA

MOTION: Councilor Caldwell **SECOND:** Councilor Turner **PASSED:** 3-1

4. PRESENTATIONS

Review with Mayor and Council of red-lined post-workshop FY 2025-26 preliminary budget changes. Presented by Carroll Griesedieck, Finance Director

Village Finance Director Griesedieck reported on the changes to the budget since the budget workshop held on April 26, 2025. Only the following funds were changed:

1. **Fund 110** (General Fund) The Workers Compensation amount was increased to adjust to the increasing number of employees in the Fire Department.
2. **Fund 113** (Kit Carson Underground Project) the beginning balance was decreased from \$400, 000 to \$100 to reflect activity that will be taking place this FY compared to next FY. Expenses were reduced from \$470, 000 to \$70, 000 as well.

A temporary loan in FY25-26 was added to cover additional expenses. Until Franchise revenues can catch up.

3. **Fund 206** (EMS) the beginning balance of the fund was increased from \$100,000 to \$170,000. The amount to Rent and Land of Building increased from \$6,000 to \$12,000. Capital Expenses were increased by \$89,000 to reflect expenditure of development impact fee/revenues. Employee Training was adjusted from \$10,000 to \$8,000.

4. **Fund 218** (NFL Grant) was changed from a beginning balance of 0 to a beginning balance of \$500.00, since the PO has been extended.
5. **Fund 296 & 297** (DPS Impact Fee) & (Roads Development Impact Fees) the predicted income of \$15,000 was changed to \$5,000 to match all other funds impact fees in both accounts.
6. **Fund 501 & Fund 503** (Water Enterprise & WW Enterprise) Water Enterprise, Wastewater enterprise and Solid Waste enterprise revenues were increased 20% per instruction from the budget workshop.
7. **Fund 528** (Apartments) a new line was added for Rental Fees as a place holder with \$6,000.

5. NEW BUSINESS

- A. Discussion, consideration and possible approval of **RESOLUTION 2025-018. A RESOLUTION ESTABLISHING THE FEE SCHEDULE FOR THE JOINT UTILITIES FUND, COMMENCING JULY 2025 AND SUPERCEDING AND REPLACING ALL PRIOR RATE AND FEE SCHEDULES AND ALL ASSOCIATED RESOLUTIONS.** Presented by Rick Bellis, Village Administrator

DISCUSSION: Village Administrator Rick Bellis reported to the Council that the resolution before the Council was drafted based on the studies, findings and materials presented at the Village Budget Workshop on April 26, 2025, subsequent discussion by the public and governing body, and resulting direction provided to staff to identify a structural solution.

The resolution identifies the financial and regulatory circumstances requiring the Village to make the adjustments, while the Fee Schedule provides the public with an explanation of how rates are calculated and what the costs of each rate cover, as well as allows the public to see how their individual rates will be affected.

The resolution and fee schedule together constitute the corrective action plan that was recommended by the auditors and financial advisors and sought in the communication provided by the State. The Council was provided with a table showing how the rates were calculated to meet the requirements of the plan.

The rate adjustments are spread across 3 years to minimize their impact over time and will include a 20% increase in July of 2025 against the current 2024 rates, and second rate increase of 20% in July of 2026, also based on the 2024 rates, and an annual 5% COLA increase beginning in July of 2027 to COLA costs we are already aware of by vendors our services rely on.

This is a temporary measure to bring the Village into compliance with the Audit findings, the Villages loan, and other funding sources with the other element of a long-term solution being conducting an independent rate study to do a rate analysis, an identification of areas of potential increased efficiencies for the system, and a multi-year plan to pay off and reduce long-term debt service

Citizen Fernando Frimm spoke in regard to resolution 2025-018. Mr. Frimm stated he had attended a budget meeting a couple of years ago and it was stated that the Joint Utilities Account was in deficit. Mr. Frimm stated that he noticed that there was a significant amount of depreciation impacting the fund balance of the account and that there were no funds dedicated to offset the growing depreciation. Mr. Frimm stated that you will have a growing depreciation amount accumulating year after year due to the fact that there is no fund created to reimburse the depreciation. Mr. Frimm asked if the proposed changes would

begin to address that.

Administrator Bellis answered that Mr. Frimm was correct and, yes, that in calculating the needed increase a depreciation offset, identified as a replacement reserve account, was included to address this structural issue.

MOTION: Councilor Caldwell **SECOND:** Councilor Turner **PASSED:** 3-1
VOTED AGAINST: Councilor Wittman

- B. Discussion, Consideration and possible approval of **RESOLUTION 2025-019. A RESOLUTION REQUESTING A BUDGET ADJUSTMENT TO THE FY 2025 BUDGET (BAR) ADDING REVENUES AND EXPENSES IN THE RECREATION FUND (PARKS AND RECREATION) TO REFLECT THE NMEDD OUTDOOR RECREATION TRAILS+ GRANT AWARDED TO THE VILLAGE OF TAO SKI VALLEY FROM THE STATE OF NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT.**

DISCUSSION: Village Finance Director reported the Village received grant money from the State of NM Economic Development Department for the Trails+ Grant. A line item needs to be added to the FY25-26 budget to accommodate for this revenue.

Presented by Carroll Griesedieck, Finance Director

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

6. EXECUTIVE SESSION

The following matters may be discussed in closed session under the New Mexico Open Public Meetings Act under exemptions 10-15-1(H)(8) meetings for the discussion of the purchase, acquisition, or disposal of real property or water rights by a public body, and 0-15-1(H)(2) for the discussion of limited personnel matters.

Motion to enter Executive Session:

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

- A. Update on appraisals and negotiations for the purchase of 9 Firehouse Rd Unit 101 (Firehouse) and conveyance of 9 Firehouse Rd. Unit 103 (Post Office Annex).

Presented by Rick Bellis, Village Administrator

- B. Discussion of limited personnel matters by the Village Administrator with the Mayor and Council.

Presented by Rick Bellis, Village Administrator

Motion to return to regular session.

MOTION: Councilor Turner **SECOND:** Councilor Staggs

Mayor Stanek reported that only the matters eligible to be discussed under the OPMA exemptions and subjects cited were discussed and that no actions were taken.

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

The next meeting of the Village Council of the Village of Taos Ski Valley will be on Friday, May 16th at 1:00 pm and will be a hybrid meeting held at 9 Firehouse Rd. Unit 103, Village of Taos Ski Valley and on Zoom, available on the Village website at vtsv.org.

8. **ADJOURNMENT**

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

Attest:	
Mayor Chris Stanek	Acting Village Clerk, Marlene Salazar

ADMINISTRATOR & STAFF REPORTS



VILLAGE ADMINISTRATOR'S REPORT

MAY 16, 2025

Mayor and Council,

Please find below the Village Manager's May 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, Committee members and officials of other government entities.
- Fielded constituent situations/concerns.
- **CODE OFFICIAL** - As Code Official, responded to any code enforcement inquiries/concerns.
- **PLANNING DIRECTOR** - As Planning Director, currently reviewing 2 active projects and 1 conceptual proposal, approved 1 Stop Work Order for Building Dept.
- **PROCUREMENT OFFICER** - As Procurement Officer, reviewed and signed off on all Village purchases.
- **APPRAISALS**: Reviewed appraisals for the full ground floor of the new firehouse; to include the fire area (for Capital Outlay request), the proposed post office (per Council directive), and the remaining unused room (to establish fair market leasing and/or purchase value). Completed on schedule and on-budget with the requested information.



VILLAGE ADMINISTRATOR'S REPORT

MAY 16, 2025

- SURVEY - Pushing for the survey on 7 Firehouse Rd. to be completed, which has been delayed twice due to weather.
- POST OFFICE – With completion of the appraisal of Unit 103, the proposed post office, I am seeking permission/direction from Council as closing on the Post Office.
- MEETING ROOM - Secured a lease at \$300/mo. for Unit 102, 9 Firehouse Rd. and obtained and installed video systems, furniture, etc. for establishing a meeting room for Council, Committee, staff, and community meetings, as well as serving as a training room and incident command center, if needed.
- PARKING/CAMPING ORDINANCE - Attending meetings and negotiations with USF, Taos County and Taos Mountain Alliance to reach a multi-party agreement on multiple inter-connected issues.
- CAPITAL OUTLAY - Negotiated use of \$110,00 2025 Capital Outlay appropriation with NM DFA LGD Deputy Director to be able to be utilized for a lease-purchase option for the firehouse.
- PLAN B - Working with TSVI to create the required agreement to utilize the above funds as downpayment on the firehouse, with payments within the budget of the fire department and EMS allowed funding.
- BUDGET WORKSHOP - Prepared and met with the Mayor, Council, staff and public for the FY 2025-26 Budget Workshop.
- Obtained clarification and extension on NM DFA LGD request regarding providing audit Management Response and corrective action plan.

UTILITIES:

- RATES - Continued work with Finance and financial advisors to perfect rates and rate schedules required to make the joint utilities fund self-sufficient and researched loan obligation requirements required to be satisfied and resolve audit findings.
- RATE STUDY – Developing RFP for Rate Study, with two vendors already interested.
- SOFTWARE - Continued to work with Gabe and Elaine to purge and verify Quik Water database for water, sewer, solid waste, and preview new software options with a goal as follows:



VILLAGE ADMINISTRATOR'S REPORT

MAY 16, 2025

- June 1: clean database, all outstanding water billing issues resolved, all water meter and customer leak issues resolved.
- June 15: select new utility software provider, enter into contract, begin transfer of data, scheduling on-line and on-site training.
- July 1: begin parallel billing period using both old and new system side-by-side to preview for any errors.
- August 1: initiate new software on-line.
- Sept 1: perform 30-day review for errors.
- LEGAL - Participated in negotiations and settlement regarding 2 pumps that appeared damaged by freezing prior to installation on the new Booster Pump.
- KCEC - Confirmed participation of KCEC at May 16 Council Meeting to discuss completion of underground electrical service project and proposed micro-grid project.
- Participated in weekly progress meetings with Dennis Engineering, TSVI, Public Works for water, sewer projects, leakage analysis, completion of hydrant installation and Switchback project, etc.

SOLID WASTE/RECYCLING:

- Reviewed the award from Governor's Office with regards to the \$8,000,000 regional recycling proposal.
- Reviewed the proposed site location for the regional recycling facility with the Regional Landfill Board and Town of Taos.
- SLUDGE - Will have completed transport of stockpiled sludge to Regional Landfill under new permit.
- Calculated new solid waste rates based on Regional Landfill and Waste Management increases, increased support cost, and inserted into proposed rate schedule and Village budget.

TIDD:

- Will continue to explore with TSVI and TIDD the idea of coordinating project funding for the extension of Ernie Blake improvements up Twining Rd. Required engineering and design work has been contracted and is in progress.
- Attended the quarterly TIDD meeting.



VILLAGE ADMINISTRATOR'S REPORT

MAY 16, 2025

GRANTS/CAPITAL OUTLAY:

- TRAILS+ GRANT - Received payment in full in advance for the \$94,000 in funding for the Trails+ Grant.
- Prepared 3-4 contracts for the May 16th Council Meeting for approval for the subgrantees/vendors for the Trails+ Grant.
- NM DFA REQUIREMENTS – Participated in on-line grant/funding training by NMML, required training and testing by NM DFA for CDBG eligibility, and water trust board training. All reflected that the policy of NM DFA is that if the applicant has not completed their audits or has unresolved issues at the time of submission of their applications will not be considered.
- TECHNICAL ASSISTANCE - Still awaiting additional grant identification and assistance from Northern Central New Mexico Economic Development District regarding joint grant development and technical assistance for VTSV 2025-26 ICIP, programmatic priorities, and non-infrastructure priorities.

PERSONNEL:

- HIRING - Advertising completed for Clerk, Deputy Clerk and Public Works positions.
- Hired 1 new Police Officer and 1 new Public Works employee.
- Will be recommending a f/t permanent employee for the Village Clerk position at the May 16th Council Meeting.
- We believe that we have an ideal candidate for Public Works for the administrative position and they will be getting a tour of our Village in the coming week.
- PUBLIC SAFETY PERSONNEL - Fire, Police/EMS/Search and Rescue and Police now at full staffing.
- TRAINING - Continued “Workgroup Meetings” that are replacing weekly Management Meetings. In-person and on-line training sessions have begun in the new Council Chambers.
- I continue to assist/advise the Acting Clerk (who is doing an outstanding job) in her new capacity with regards to minutes, desired records organization, agenda formatting, as she is still having to handle multiple titles.



VILLAGE ADMINISTRATOR'S REPORT

MAY 16, 2025

- LEAVE - New policies condensing leave time into one category have been completed with employees being provided a break-out of all of their accumulated time to date by category, which are then being reviewed and signed by the employees.

MISCELLANEOUS

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

COMMITTEES:

Public Safety/Firewise Committee

- Attended May meeting.
- Continue to work on KCEC microgrid, underground service completion and recycling project for Committee.
- **WILDFIRE PREPAREDNESS** - Working with staff in all departments, partner agencies, neighborhood groups, on a wildfire public information and outreach campaign, including videos, local demonstrations, applications for eligible programs, a Village-wide spring, summer and fall green waste collection day, a live wildfire preparedness exercise, updating the Village's Hazard Mitigation Plan, providing on-line, hard copy map and increased signage for primary and secondary evacuation routes, and the purchase of a mobile industrial wood chipper to pick up and chop waste at each business or residence to assist in clearing on-site combustibles.

Parks and Recreation Committee

- Attended April, PARC Meeting.
- Getting contracts completed for the TRAILS+ Grant and Council approval.
- Continue to coordinate with the Chair on annual work program to coordinate calendars between Committee and Village, and budget and allocate resources on summer project schedule.



VILLAGE ADMINISTRATOR'S REPORT

MAY 16, 2025

- Have assumed responsibilities for repairs, seasonal preparation of Hiker Parking Lot and on-going responsibilities by the Village for bathroom and lot maintenance and security.
- Working with USFS on an overall trails and public lands information, security and maintenance plan, incorporating the Village, USFS, State agencies and volunteer and stakeholder groups.

Planning and Zoning Committee

- No business to conduct and no meeting in May.

Lodgers Tax Advisory Board

- No business to conduct and no meeting in May.

ICIP/Infrastructure Committee

- No business to conduct and no meeting in May.

TIDD

- Attended 1st Quarter Regular Board meeting.
- Continue to assist the new support staff and coordinate, where helpful.

Chamber of Commerce

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

Taos Regional Landfill

- Reviewed the location being proposed for the planned Regional Recycling Center.
- Approved the new rate structure of a 25% increase with a 5% annual COLA.
- Still waiting for the RFP for a contracted operator to be completed.
- Of the 75 violations of the NMED solid waste operators permit, about half have been addressed, according to the Town.

Northern Pueblos Regional Transportation Planning Organization

- Unable to Attend May meeting due to conflict. Robbie attended representing the Village.



VILLAGE ADMINISTRATOR'S REPORT

MAY 16, 2025

San Juan Chama Stakeholders

- Attended the San Juan Chama Stakeholders meeting, held by the Office of the State Engineer.
- Attended multiple other water management and water right meetings, including Rio Hondo Watershed consortium.
- RATES AND COSTS - Operating expenses charged to participating entities for services by the US Bureau of Reclamation and rates offered by the BoR Rates for the use of participant's water were announced and discussed in detail, along with a number of federal water storage and maintenance projects underway for the coming contract year.

Taos County Soils and Water Conservation District

- No activity this month.

US Forest Service

- SAFETY ISSUES - There have been a series of meetings between myself and USFS staff over the past 60 days about the proposed parking/camping ordinance, issues of overuse and misuse in the Hiker Parking Lot and along the Rt. 150 corridor, concerns of Village residents and the Village, and proposed solutions. Some of these meetings have included Taos County and the Taos Mountain Alliance.
- GONDOLA – Several meetings have broadened the discussion to other trails, access, development of and conditions on the gondola proposal as a viable solution and to mitigating these concerns.

Respectfully submitted this 9th day of May, 2025

Rick Bellis

Village Administrator

Please feel free to contact me with any questions.

Monthly Accomplishments April 2025

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

Police

- Lt. Salzar and I continued our commitment to meet with a Lexipol employee every Thursday for 2 hours to update our policy and procedure. Several policies and procedures have been updated and customized to fit our Police Department. Numerous policies still need to be customized and updated and will take several months to complete.
- I was able to update the Department of Public Safety Acadia's portal so that we are complying, and we can receive our Lef fund (law enforcement retention fund) and our Lepf fund (Law Enforcement Protection Fund in the amount of 101,000.)
- Lt. Salzar and I attended a 24-hour course in human trafficking in Ruidoso New Mexico. We were able to get 24 credit hours for our law enforcement certification. We are also being aggressive about attending our required annual and bi-annual training need to keep our officer's Law enforcement certification current and in compliance. Failure to do so would affect any funds we were applying for with the State of New Mexico for 2025.
- We continued to initiate the operation plan to include issuing parking citations, combat traffic violations and to have a more visible police presence for businesses that are open later.
- I attended the Public Safety/Firewise meeting and updated them on the progress of the Fire/Police/ EMS developments, calls. I also attended Lepc, Dwi Council, Taos Crime Stoppers Meetings, JPA meeting, Chief Municipal league Meeting and weekly Fire/EMS Training.

Fire/EMS & SAR

Fire:

Scott Continues to make progress in getting system set up to do inspections. We Will hopefully have something to go in front of Village next month.

The Wildland Engine is available for resource orders Statewide this week. If it does get ordered it will not affect our response in the Village as we will have 3 capable engines and minimum staffing of 2 on weekdays and 3 on weekends

We had a great 4-day rope course with UNM's mountain medicine school. 14 volunteers/staff participated and are now trained at the operations/technician level.

Offered several RT-130 (red card refresher course) last month and have most of the department red carded. Also offered pack tests down at Taos Middle School to complete the red carding process

NFL Grant contractors resumed thinning work

EMS:

Slow month, 2 alarms and 1 rescue at Williams Lake for a broken ankle

Received custom built UTV for REMS team from Siddons-Martin. Continue to equip new light rescue truck and packs for the REMS team.

Passed Quarterly Pharmacy Inspection. Continue to work towards moving storage location over to new fire house.

Matt Rogers EMT-P, DiMM

Fire & EMS Chief

Village of Taos Ski Valley

O: 575-776-8220





TAOS CENTRAL DISPATCH

Incidents Assigned as Responsible Officer

Officer: GALLEGOS C

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

Officer: HUTTER J

<u>Nature of Incident</u>	<u>Total Incidents</u>
Alcohol Off-Adl	1
Harassment	1
Law-Unknown	1
Lockout	2
Motorist Assist	3
Property-Lost	1
Traffic Stop	2
Traumatic Inj	1
Welfare Check	1
Total: 13	

Officer: TAFOYA M

<u>Nature of Incident</u>	<u>Total Incidents</u>
Accident-No Inj	1
Alarm-Res	1
Theft-Larceny	1
Total: 3	

Officer: VIGIL V

<u>Nature of Incident</u>	<u>Total Incidents</u>
Motorist Assist	1
Prowler	1
Suspicious	1
Total: 3	

Report Includes:

All dates reported between '00:00:00 04/01/25' and '00:00:00 05/01/25', All how received, All agencies matching 'SV', All nature of incidents, All location codes, All dispositions, All clearances, All offense as observed, All offense as reported

PUBLIC WORKS UPDATE

May 16, 2025

- WATER

- Gabe, Rick, Robbie, are attending Monthly meetings with TSVI, DEC on Phoenix waterline project. File Construction is to come back In May 13 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) A&S is to come in May and install flow meters in PRV vaults that did not have the Missions System and flow meters.
- Gabe and Robbie attended the Mission System webinar for 4weeks to better understand the Missions System and setup of it and had One and One Training with A&S of the operations of Missions.
- Kevin Cisneros Collecting the regular monthly water routine samples for the month of April.
- Meters: The Village is going to stay with the Neptune meters they currently have. Talking to the Neptune sales rep there is a lot of function on the meter has and that the village is not using.
 - Access to 96 days of stored history
 - Works with Current meters the Village has started to purchase new Neptune Ultra sonic meters for the none working meters.
 - Pinpoint trouble areas quickly with flags that identify leaks.
 - Eliminate the hassle of endpoint programming and wiring don't Have to install a Data Logging System station thought out the Village and not paying service monthly fees.
 - Don't Have to make any holes for install in the residence home for collectors.
 - 20-year battery life
 - Core & Main that's sell the meters are here in Alb, New Mexico and have the State Contract
 - Shut off Valve with be coming out in Year.
- Zenner Meters:
 - Having installed about 3 Data Loggers thought out the Village being costly, Power to run date loggers, internet, Monthly subscription.
 - Battery life on meter is only 12 years.
 - Crew to come and install
 - Zenner is Texas

- Elaine & Gabe is still working on some billing issues and now working on setting up the new 360 Meter reader and looking into change billing software that can do more in the billing.
- Kachina Booster Station: Pump are ordered, and they are 3 to 4 weeks out and the Public Works will Install them as soon as they show up.

- Wastewater

- DMR Submitted May 15,2025 for the month of April 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.
- During the Plant Maintenance of Train One, the Public Works found out that there was a bad Blower it was sent off to manufacturers and the manufacturer is going to replace it under warranty .
- EPA did a surprise visit on the sewer plant in March and received the written report and there were no issue the Village had to fix or report every went good.

- Roads

- Public Works started grading roads for the summer and in May the Dust Application was to show up but due to the weather it had to be cancelled.
- I Gabe want to give Payam Ghoreishi, owner of PG Enterprise special Thanks for donation three loads of Road Material for the Village Roads so it can be tested out on the roads.

- Staff

- Public works Department Hired two employees Andrew Padilla and William Drake

- Solid waste

- Public works Hauled 108 Tons of sludge to Town of Taos Land fill
- The Trash Compactor Schule changed for pick-ups WM will pick it up on Mondays and Fridays.
- The Spring Roll Off was Ordered for the month of May and located in the Public Works Yard.

Building Department Council Report May 18, 2025. Jalmar Bowden

Council report from April 12, 2025 to May 12,, 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.

1_residential repair/remodel

0_ residential demolition

0_ new commercial buildings permitted.

1_ commercial or multifamily repair/remodel permitted.

0_ demolition commercial permitted.

0_ Projects currently in application or submission review

1_ 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.
Questions about specific topics related to your home are always welcome.

FINANCE REPORT

Finance Report for May 16, 2025 Meeting:

Revenues April 2025:

GRT: This month last year: **\$268,969**

Last Year YTD: **\$1,699,143**

This month this Year: **\$229,050**

This Year YTD: **\$1,435,946**

Lodgers Tax:

This month last year: **\$146,839**

YTD Last year: **\$650,877**

This Month this year: **\$111,947**

YTD This year YTD: **\$582,192**

REVENUES:

- We received **\$41,005** in hold harmless GRT revenue in April which has been transferred to the USDA fund for monthly loan payments and reserves for the WWTP.
- Fiscal YTD GRT is down 15.5% from last year.
- Fiscal YTD Combined Water and Sewer revenues collected are down 6.3% from last year.
- Fiscal YTD Lodger's tax collections are down 10.5% 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 **\$8,477** in property tax collections in April 2025.
FYTD Property Tax Collections are down 3.2% from last year.
- The TIDD received **\$273,875** in GRT in April 2025.

EXPENSES:

July 24-April 25 vs same period LY are increased mostly 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 #9 Firehouse Road condo 101 Expense.
- Increased **payroll costs** FY25 YTD Reg Payroll up 8%, OT up 51%. - 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.

April/May

GRANTS

We are currently tracking 19 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

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

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

Hi Local Government Representative,

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

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

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

David Monteith



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

FY through		4/30/2025	4/30/2024		
Account	Title	Balance	Balance	Change	% Change
41100	Franchise Tax	\$ 53,601.34	\$ 75,616.69	\$ (22,015.35)	-29.11%
41250	Gross Receipts Tax - Municipal	\$ 798,420.00	\$ 917,495.12	\$ (119,075.12)	-12.98%
41258	GRT - Municipal Tax HH	\$ 278,977.79	\$ 378,806.84	\$ (99,829.05)	-26.35%
41259	CMP - Compensating Tax	\$ 25,671.99	\$ 13,970.43	\$ 11,701.56	83.76%
41260	ITG - Interstate Telecom Gross	\$ 76.12	\$ 76.20	\$ (0.08)	-0.10%
41500	Property Tax - Current	\$ 446,083.98	\$ 460,633.18	\$ (14,549.20)	-3.16%
42401	GRT Shared - Municipal Equival	\$ 474,401.68	\$ 525,240.06	\$ (50,838.38)	-9.68%
43300	Building Permit	\$ 107,156.98	\$ 14,708.99	\$ 92,447.99	628.51%
43400	Business Licenses/Registration	\$ 5,980.00	\$ 5,035.00	\$ 945.00	18.77%
43500	Liquor Licenses	\$ -	\$ -	\$ -	
43800	Zoning Permits	\$ 76,383.83	\$ 31,475.46	\$ 44,908.37	142.68%
43900	Other Licenses and Permits	\$ 1,757.50	\$ 492.50	\$ 1,265.00	256.85%
44270	Impact Fees	\$ 32,149.06	\$ 386,377.91	\$ (354,228.85)	-91.68%
44990	Other Charges for Services	\$ 81,421.27	\$ 153,784.77	\$ (72,363.50)	-47.06%
45050	Parking Fines	\$ 2,025.00	\$ 6,100.00	\$ (4,075.00)	-66.80%
46030	Interest Income	\$ 268,100.78	\$ 270,858.68	\$ (2,757.90)	-1.02%
46040	Investment Income	\$ 9,848.74	\$ 7,792.56	\$ 2,056.18	26.39%
46900	Miscellaneous - Other	\$ 275,993.18	\$ 220,590.46	\$ 55,402.72	25.12%
47090	State - EMS Grant (DOH)	\$ 7,000.00	\$ -	\$ 7,000.00	#DIV/0!
47120	State Law Enforcement Approp	\$ 37,500.00	\$ 75,000.00	\$ (37,500.00)	-50.00%
47140	Small Cities Assistance (TRD)	\$ 90,000.00	\$ 90,000.00	\$ -	0.00%
47100	State - Fire Marshall Allotmen	\$ 251,933.00	\$ 251,826.00	\$ 107.00	0.04%
47110	State - Law Enforcement Protec	\$ 101,000.00	\$ 101,000.00	\$ -	0.00%
47200	State Water Trust Board Grants	\$ 101,662.58	\$ -	\$ 101,662.58	#DIV/0!
47398	Other State Distributions	\$ -	\$ -	\$ -	#DIV/0!
41300	Lodgers' Tax	\$ 582,192.36	\$ 650,877.38	\$ (68,685.02)	-10.55%
42300	Gas Tax for General Purposes	\$ 4,330.34	\$ 4,557.23	\$ (226.89)	-4.98%
42601	Motor Vehicle Fees	\$ 19,072.94	\$ 17,870.18	\$ 1,202.76	6.73%
47499	Other State Grants	\$ 245,346.25	\$ 475,078.17	\$ (229,731.92)	-48.36%
47300	Legislative Appropriation	\$ 1,718,902.18	\$ -	\$ 1,718,902.18	#DIV/0!
47398	Other State Distributions	\$ -	\$ -	\$ -	#DIV/0!
47399	Other State Distributions (res	\$ 140,458.84	\$ -	\$ 140,458.84	#DIV/0!
47700	Federal - LG Abatement	\$ -	\$ -	\$ -	#DIV/0!
42700	Cannabis Excise Tax	\$ 214.03	\$ 15.50	\$ 198.53	1280.84%
46050	Joint Powers Agreement Income	\$ 77,521.65	\$ -	\$ 77,521.65	#DIV/0!
46010	Contributions/Donations	\$ 555.00	\$ 58,884.00	\$ (58,329.00)	-99.06%
44220	Water Use Fees	\$ 328,733.19	\$ 201,783.76	\$ 126,949.43	62.91%
44230	Utility Service Fees	\$ 616,579.70	\$ 807,134.62	\$ (190,554.92)	-23.61%
44240	Utility Connectin Fees	\$ 5,279.63	\$ -	\$ 5,279.63	#DIV/0!
Total Income		\$ 7,266,330.93	\$ 6,203,081.69	\$ 1,063,249.24	17.14%

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

Account	Title	Balance	Balance	Change	% Change
51010	Salaries - Elected Officials	\$ 28,887.54	\$ 23,672.37	\$ 5,215.17	22.03%
51020	Salaries - Full-Time Positions	\$ 1,081,042.16	\$ 1,124,671.17	\$ (43,629.01)	-3.88%
51040	Salaries - Part-Time Positions	\$ 124,688.35	\$ -	\$ 124,688.35	#DIV/0!
51050	Salaries - Temporary Positions	\$ -	\$ -		
51060	Salaries - Overtime	\$ 52,164.84	\$ 34,491.52	\$ 17,673.32	51.24%
52010	FICA - Regular	\$ 76,774.13	\$ 70,356.18	\$ 6,417.95	9.12%
52011	FICA - Medicare	\$ 17,872.74	\$ 16,454.44	\$ 1,418.30	8.62%
52020	Retirement	\$ 114,209.33	\$ 108,598.78	\$ 5,610.55	5.17%
52030	Health and Medical Premiums	\$ 175,207.16	\$ 199,497.01	\$ (24,289.85)	-12.18%
52040	Life Insurance Premiums	\$ 1,149.02	\$ 971.76	\$ 177.26	18.24%
52050	Dental Insurance Premiums	\$ 11,476.00	\$ 12,983.67	\$ (1,507.67)	-11.61%
52060	Vision Insurance Medical Premi	\$ 1,928.81	\$ 2,254.60	\$ (325.79)	-14.45%
52080	Other Insurance Premiums	\$ 2,392.88	\$ 1,881.33	\$ 511.55	27.19%
52100	Workers' Compensation Premium	\$ 520.30	\$ 296.70	\$ 223.60	75.36%
52120	Workers' Compensation (Self In	\$ 9,121.00	\$ 6,629.00	\$ 2,492.00	37.59%
52999	Other Employee Benefits	\$ 2,401.68	\$ 4,501.32	\$ (2,099.64)	-46.64%
53010	Travel - Elected Officials	\$ 633.89	\$ 774.84	\$ (140.95)	-18.19%
53030	Travel - Employees	\$ 8,085.84	\$ 7,665.82	\$ 420.02	5.48%
54010	Maintenance & Repairs - Buildi	\$ 5,867.58	\$ 5,881.58	\$ (14.00)	-0.24%
54040	Maintenance & Repairs - Vehicl	\$ 66,702.46	\$ 36,330.40	\$ 30,372.06	83.60%
54050	Maintenance & Repair - Furnitu	\$ 25,753.75	\$ 52,134.17	\$ (26,380.42)	-50.60%
55010	Contract - Audit	\$ 31,450.00	\$ 34,233.00	\$ (2,783.00)	-8.13%
55020	Contract - Attorney Fees	\$ 20,960.86	\$ 42,886.69	\$ (21,925.83)	-51.13%
55030	Contract - Professional Servic	\$ 782,812.32	\$ 1,917,814.35	\$ (1,135,002.03)	-59.18%
55999	Contract - Other Services	\$ -	\$ 196.29	\$ (196.29)	-100.00%
56010	Software	\$ 54,038.18	\$ 42,875.06	\$ 11,163.12	26.04%
56020	Supplies - General Office	\$ 35,287.77	\$ 45,195.24	\$ (9,907.47)	-21.92%
56030	Supplies - Field Supplies	\$ 42,383.66	\$ 22,567.92	\$ 19,815.74	87.80%
56040	Supplies - Furniture/Fixtures/	\$ 20,333.01	\$ 61,006.37	\$ (40,673.36)	-66.67%
56050	Supplies - Janitorial/Maintena	\$ 398.82	\$ 1,373.23	\$ (974.41)	-70.96%
56070	Supplies - Medical	\$ 4,743.03	\$ -	\$ 4,743.03	#DIV/0!
56090	Supplies - Safety	\$ 39,272.28	\$ 24,246.32	\$ 15,025.96	61.97%
56110	Supplies - Uniform/Linen	\$ 3,599.87	\$ -	\$ 3,599.87	#DIV/0!
56120	Supplies - Vehicle Fuel	\$ 34,800.71	\$ 34,397.88	\$ 402.83	1.17%
56999	Supplies - Other	\$ 53,802.31	\$ 61,651.50	\$ (7,849.19)	-12.73%
57040	Election Costs	\$ -	\$ -	\$ -	#DIV/0!
57050	Employee Training	\$ 19,346.89	\$ 14,404.61	\$ 4,942.28	34.31%
57060	Grants to Sub-recipients	\$ 604,672.58	\$ 539,666.70	\$ 65,005.88	12.05%
57070	Insurance - General Liability/	\$ 241,381.94	\$ 140,752.23	\$ 100,629.71	71.49%
57080	Postage	\$ 3,974.34	\$ 2,641.51	\$ 1,332.83	50.46%
57090	Printing/Publishing/Advertisin	\$ 9,077.62	\$ 4,126.00	\$ 4,951.62	120.01%
57130	Rent of Equipment/Machinery	\$ 127,975.01	\$ 98,601.67	\$ 29,373.34	29.79%
57140	Rent of Land/Building	\$ 13,898.10	\$ 6,101.00	\$ 7,797.10	127.80%
57150	Subscriptions & Dues	\$ 8,247.33	\$ 8,348.01	\$ (100.68)	-1.21%
57160	Telecommunications	\$ 22,720.56	\$ 21,883.98	\$ 836.58	3.82%
57170	Utilities - Electricity	\$ 64,172.39	\$ 48,549.52	\$ 15,622.87	32.18%
57171	Utilities - Natural Gas	\$ 18,261.94	\$ 13,219.60	\$ 5,042.34	38.14%
57172	Utilities - Propane/Butane	\$ 3,796.42	\$ 8,044.32	\$ (4,247.90)	-52.81%

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

57173	Utilities - Water	\$ 2,196.84	\$ -	\$ 2,196.84	#DIV/0!
57999	Other Operating Costs	\$ 47,885.79	\$ 50,117.78	\$ (2,231.99)	-4.45%
58010	Buildings & Structures	\$ -	\$ -	\$ -	#DIV/0!
58020	Equipment & Machinery	\$ 123,605.53	\$ 285,175.86	\$ (161,570.33)	-56.66%
58040	Infrastructure	\$ 1,706,293.00	\$ 24,589.65	\$ 1,681,703.35	6839.07%
58080	Vehicles	\$ 528,016.03	\$ 106,081.00	\$ 421,935.03	397.75%
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	\$ 226,353.44	\$ 222,790.54	\$ 3,562.90	1.60%
59020	Debt Service - Interest Paymen	\$ 159,107.22	\$ 163,130.45	\$ (4,023.23)	-2.47%
Total Expense		\$ 6,998,912.00	\$ 5,886,325.36	\$ 1,112,586.64	18.90%

61100	Transfers In	\$ (1,971,885.80)	\$ (2,404,784.08)	\$ 432,898.28	-18.00%
61200	Transfers Out	\$ 1,971,885.80	\$ 2,404,784.08	\$ (432,898.28)	-18.00%
		\$ -			

net income		\$ 267,418.93	\$ 316,756.33	\$ (49,337.40)	-0.155758213
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April 2025 from P&L 5, not final

Fund #	Fund name	mo net rev		revs	exp	net trans
110	Gen ops	427,349.26	110			
111	LE	0.00	111			
112	Gen Res	1,718.47	112			
113	KC UG	(25,405.06)	113			
114	NMFA TML DS	136,214.75	114			
206	EMS	(65,212.15)	206			
209	FP	58,013.92	209			
210	NMFA FP DS	(125,221.26)	210			
211	LE P	19,116.95	211			
212	LE Rctmt	0.00	212			
213	LE Retention	0.00	213			
214	LT	(67,610.05)	214			
216	Streets	(103,846.58)	216			
217	Parks	94,642.33	217			
218	NFL Grant	13,031.46	218			
260	ARPA	(12,609.00)	260			
280	Cannibus	207.61	280			
290	Fire Don	555.00	290			
291	EMD Don	(2,008.90)	291			
292	Parks DIF	(8,270.25)	292			
293	Water DIF	2,671.54	293			
294	WW DIF	(27,331.07)	294			
296	Safety DIF	(358,777.65)	296			
297	Roads DIF	16,764.20	297			
403	USDA	171,805.76	403			
501	Water Ent	100,794.01	501			
502	SW Ent	7,532.17	502			
503	WW Ent	(26,352.17)	503			
516	Fire Ent	12,927.25	516			
528	Rental Ent	29,453.03	528			
534	O&M Res	0.00	534			
535	Water Cap	(12,605.21)	535			
536	WW Cap	0.87	536			
537	CWSRF	9,869.70	537			
TOTAL NET REV		267,418.93		0.00	0.00	0.00

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		\$88,409.53	\$146,106.99	\$125,934.38	\$319,335.98	\$239,931.17	\$274,561.13	\$264,594.35	\$36,980.50
YTD	\$73,181.77	\$73,181.77	\$156,957.38	\$156,957.38	\$245,366.91	\$391,473.90	\$517,408.28	\$836,744.26	\$1,076,675.43	\$1,351,236.56	\$1,615,830.91	\$1,662,811.41
FY2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06	\$122,193.28	\$251,925.28	\$236,440.15	\$214,210.24	\$289,075.34	\$55,873.27
YTD	\$68,159.90	\$142,393.78	\$188,880.72	\$270,929.98	\$360,870.36	\$510,135.42	\$632,328.70	\$884,253.98	\$1,120,694.13	\$1,334,904.37	\$1,623,979.71	\$1,679,852.98
FY2022	\$68,717.19	\$41,194.60	\$84,767.28	\$114,462.17	\$87,852.52	\$130,134.55	\$101,812.08	\$288,224.10	\$264,254.52	\$288,432.00	\$387,016.42	\$60,037.50
YTD	\$68,717.19	\$109,911.79	\$194,679.07	\$309,141.24	\$396,993.76	\$527,128.31	\$628,940.39	\$917,164.49	\$1,181,419.01	\$1,469,851.01	\$1,856,867.43	\$1,916,904.93
FY2023	\$54,648.70	\$35,075.40	\$68,454.10	\$80,723.22	\$126,212.90	\$125,573.69	\$142,615.65	\$296,312.84	\$293,244.12	\$267,784.55	\$346,834.02	\$55,904.39
YTD	\$54,648.70	\$89,724.10	\$158,178.20	\$238,901.42	\$365,114.32	\$490,688.01	\$633,303.66	\$929,616.50	\$1,222,860.62	\$1,490,645.17	\$1,837,479.19	\$1,893,383.58
FY2024	\$77,579.64	\$40,289.61	\$98,554.84	\$140,391.56	\$171,645.23	\$176,712.83	\$77,799.85	\$311,401.34	\$335,799.64	\$268,969.17	\$328,037.21	\$90,293.01
YTD	\$77,579.64	\$117,869.25	\$216,424.09	\$356,815.65	\$528,460.88	\$705,173.71	\$782,973.56	\$1,094,374.90	\$1,430,174.54	\$1,699,143.71	\$2,027,180.92	\$2,117,473.93
FY2025	\$70,564.27	\$47,044.25	\$129,587.46	\$106,414.29	\$74,152.37	\$137,549.12	\$127,474.28	\$283,310.29	\$230,799.30			
YTD	\$70,564.27	\$117,608.52	\$247,195.98	\$353,610.27	\$427,762.64	\$565,311.76	\$692,786.04	\$976,096.33	\$1,206,895.63	\$1,435,946.12	\$1,435,946.12	\$1,435,946.12

Current month GRT collections reflects money generated 2 months prior.

*Funds in this sheet are recorded as cash received

CURRENT RATE = 5%

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

	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	\$111,947.04		
YTD	\$18,348.58	\$46,396.15	\$71,487.88	\$93,260.16	\$113,094.78	\$129,648.15	\$225,182.44	\$338,874.90	\$470,245.32	\$582,192.36	\$582,192.36	\$582,192.36

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

FY2024 & FYTD2025 TIDD GRT Distribution

Date	TIDD		TIDD		TIDD		Pay Backs	Total TIDD	VTSV		Hold Harmless	VTSV net cash
	VTSV Increment	State Increment	Admin Fees	Admin Fees	Offsets	GRT						
7/19/2023	59,144.68	45,297.26	(1,113.17)	(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)	(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)	(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)	(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)	(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)	(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)	(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)	(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)	(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)	(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)	(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)	(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)	(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)	(1,209.51)	110,619.51			8,360.12	8,360.12	14,829.97	70,564.27
8/22/2024	72,423.92	53,606.76	(1,363.11)	(1,363.11)	124,667.57			8,360.12	8,360.12	13,204.43	47,044.25
9/18/2024	191,801.51	141,971.22	(3,609.95)	(3,609.95)	330,162.78			8,360.12	8,360.12	34,036.94	129,587.46
10/28/2024	94,325.03	69,819.16	(1,775.32)	(1,775.32)	162,368.87			8,360.12	8,360.12	21,629.97	106,414.29
11/22/2024	55,069.19	40,761.98	(1,036.47)	(1,036.47)	94,794.70			8,306.12	8,306.12	14,241.64	74,152.37
12/18/2024	83,749.24	62,010.66	(1,576.27)	(1,576.27)	144,183.63			8,306.12	8,306.12	23,816.10	137,549.12
1/17/2025	95,545.35	70,720.91	(1,798.29)	(1,798.29)	164,467.97			8,306.12	8,306.12	23,975.66	127,474.28
2/18/2024	217,354.32	160,883.52	(4,090.88)	(4,090.88)	374,146.96			8,306.12	8,306.12	52,673.04	283,310.29
3/20/2025	143,145.84	105,936.68	(2,694.18)	(2,694.18)	246,388.34			8,306.12	8,306.12	39,564.71	230,799.30
4/17/2025	159,104.48	117,765.52	(2,994.55)	(2,994.55)	273,875.45			8,306.12	8,306.12	41,005.33	229,050.49

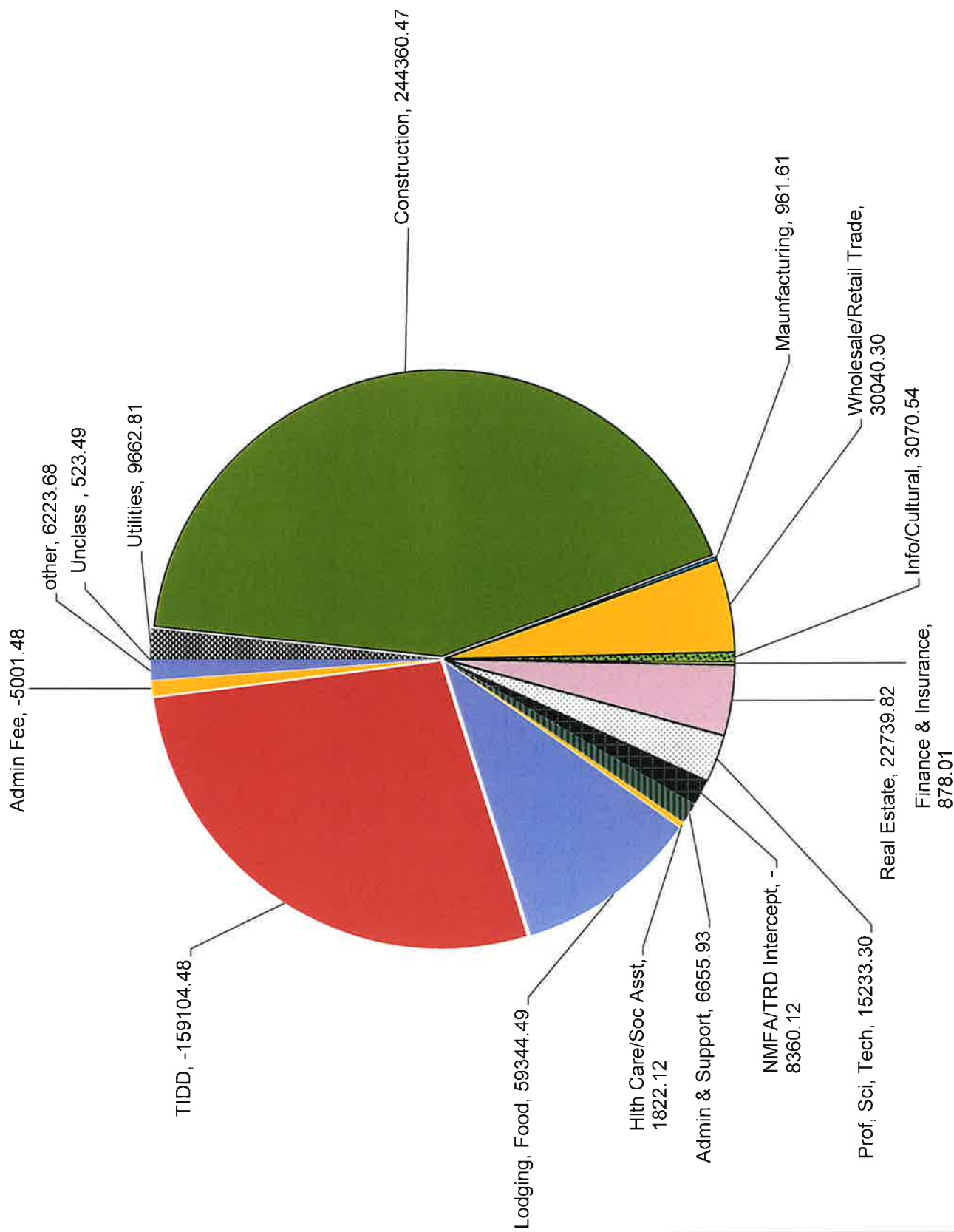
TOTAL FY25	1,176,781.60	871,042.71	(22,148.53)	(22,148.53)	2,025,675.78	-		83,277.20	83,277.20	278,977.79	1,435,946.12
TOTAL FY2016-FY2025	9,431,704.96	8,092,553.92	(159,666.50)	(159,666.50)	17,184,363.85	(180,961.17)		759,622.82	759,622.82	2,259,995.20	16,784,480.41

Village Baseline						Village	
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			2,349,811.54	1,275,028.17	1,074,783.36		

Village of Taos Ski Valley

Gross Receipts Distribution collected for February 2025

recieved in April 2025



CONSENT AGENDA ITEMS

Contract

2025-004

Enchanted Circle Trails Association

**VILLAGE OF TAOS SKI VALLEY
AND ENCHANTED CIRCLE TRAILS ASSOCIATION
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into effective May 16, 2025, by and between the Village of Taos Ski Valley, a New Mexico municipal corporation (hereinafter referred to as the "Village") and Enchanted Circle Trails Association, a non-profit corporation (hereinafter referred to as the "Contractor").

WHEREAS, the Village has a need for an experienced consultant familiar with the unique geographical, topographical, cultural and weather features of the Village and Enchanted Circle to provide services for the design of a Trails and Greenspace Masterplan for the Village, as set forth in the Village's FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant and in the attached scope of work and budget provided by the Contractor in response to the Village's solicitation; and

WHEREAS, Contractor submitted a Proposal to provide Trails and Greenspace Masterplan design services, as requested in in the Village's FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant; and

WHEREAS, the Contractor was specifically approved and named by the NM EDD Division of Outdoor Recreation Trails+ Grant in their grant to the Village as the contractor for this element of the grant; and

WHEREAS, the Contractor is willing to provide Trails and Greenspace Masterplan design services in accordance with the Village's FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant, the attached scope of services, and this Agreement; and

WHEREAS, the Village Council has approved this Agreement.

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

1. Scope of Services: Contractor shall perform Comprehensive Trails Masterplan design services for the Village, as requested by and under the general supervision of the Village Administrator and with the advice and support of the Village's Parks and Recreation Committee, including but not necessarily limited to the following specific services:

- Project Management
- GIS and Mapping
- Stakeholder and Community Engagement
- Field Work, Data Collection, and Reporting
- Draft Report and Revision
- Administration/Indirect Costs (capped at 10% of allowed contracted costs)

Contractor recognizes and understands that Contractor is employed as a consultant for and by the Village. Contractor will provide services as specified in this agreement and invoiced to and approved by the Village Administrator but should expect to be working closely throughout the process with the Village's Parks and Recreation Committee on a day-to-day basis.

2. Contractor Availability: Contractor shall be available by video or in person, as agreed to by the parties, and upon an agreed to and reasonable schedule to work with the Village, Parks and Recreation Committee, impacted stakeholders, and the public in order to gather meaningful public input, coordinate with and keep the Village updated, and in accordance with an agreed upon schedule at the time of contracting that is consistent with completion of all tasks at least forty five (45) days prior to the expiration of the grant.

3. Compensation. Compensation to the Contractor for services approved under this Agreement shall not exceed the approved line items for each component of the above specified budget.

- Project Management (\$5,030.00)
- GIS and Mapping (\$5,940.00)
- Stakeholder and Community Engagement (\$7,115.00)
- Field Work, Data Collection, and Reporting (\$4,610.00)
- Draft Report and Revision (\$7,875.00)
- Administration/Indirect Costs (capped at 10% of allowed contracted costs) (\$3,057.00)

For a total cost, not to exceed \$33,627.00.

Payment by the Village shall be made to the Contractor upon the satisfactory completion of the contracted services, as evidenced by presentation to and acceptance by the Village Council upon the advice and recommendation of the VTSV Parks and Recreation Committee of a completed Trails and Greenspace Masterplan for the Village. The Contractor may submit progress billings to the Village Administrator based upon agreed to significant project benchmarks toward completion of the project.

4. Invoices. Contractor shall submit invoices to the Village. All invoices shall describe the specific tasks performed and shall be detailed enough for the Village to verify costs to the granting agency, its auditors and meet its accounting requirements. The Village shall review Contractor invoices and either approve payment or promptly contact Contractor to address any concerns about the amounts or tasks invoiced. The Village Administrator shall provide for payment by the Village upon the Village Administrator and Finance Officer's approval of each invoice.

5. Term: This Agreement shall be effective on the date first written above, and shall terminate not later than forty-five (45) days from the termination date of the FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended, upon the mutual agreement of the

Contractor, Village and NM EDD Division of Outdoor Recreation, should the state agree to extend the grant for any reason.

6. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Such notice may be delivered to the other party by email, by telephone, or by United States mail or other reliable delivery method. This Agreement is contingent upon the provision of adequate financial resources to support the services provided for herein. This Agreement shall terminate automatically and without recourse in the event that the aforementioned identified available funding is insufficient or terminated.

7. Insurance and Indemnification: Contractor shall maintain and keep in effect general liability insurance in a form and amount acceptable to the Village, subject to Section 8 of this Agreement, and on request shall provide a copy of the policy to the Village. The extent of liability under this Agreement shall be limited to Contractor's general liability insurance coverages then in effect at the time of an occurrence that may give rise to liability.

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

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

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

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

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

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

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

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

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

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

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

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

Village of Taos Ski Valley
Attn.: Rick Bellis, Village Administrator
7 Firehouse Rd.
P.O. Box 100
Taos Ski Valley, New Mexico 87525

To Contractor by email to lbell@enchantedcircletrails.org or by United States mail or courier to:

Enchanted Circle Trails Association
Attn. Loren Bell, Director

PO Box 1634
Taos, New Mexico 87505

Either party may by written notice to the other party amend its notice address as stated above at any time during the term of this Agreement.

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

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

VILLAGE OF TAOS SKI VALLEY

By: Chris Stanek, Mayor

Enchanted Circle Trails Association

By: Loren Bell, Director

**Outdoor Recreation Division
Outdoor Recreation Trails+ Grant**

STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the State of New Mexico **Economic Development Department**, hereinafter referred to as the DEPARTMENT, acting through its Cabinet Secretary or designee, hereinafter referred to as the SECRETARY, and **Village of Taos Ski Valley** hereinafter referred to as the GRANTEE.

WHEREAS, the New Mexico Economic Development Department has established the Outdoor Recreation Trails+ Grant to invest in projects that enhance and protect communities' outdoor recreation opportunities. The Outdoor Recreation Trails+ Grant will award grants of up to either \$99,999 or \$500,000 or \$1,000,000, depending on the Tier of award, to nonprofits, tribal, local, and regional governments, and other eligible entities with the purpose of improving access to outdoor recreation within a community, while simultaneously bolstering the outdoor recreation economy in New Mexico.

WHEREAS, the Outdoor Recreation Trails+ Grant encourages and supports New Mexico nonprofits, tribal, local, and regional governments, and other eligible entities to create and/or expand outdoor recreation access and economies throughout the state.

WHEREAS, the assistance provided by this initiative will enhance and protect communities' outdoor recreation opportunities and grow the outdoor economy as a result. The DEPARTMENT has allocated **\$94,600.00** to the GRANTEE.

NOW, THEREFORE:

ARTICLE I – SCOPE OF WORK

- A. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal, as outlined in the Submittable grant application, as approved and awarded by the DEPARTMENT, and noted in Attachment A. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein, other than those acquired with funds from this grant.
- B. The GRANTEE agrees to make no material change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.
- C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Submittable grant application. Any funds found to be expended for non-permitted

purposes shall be repaid to the DEPARTMENT. Unauthorized use of grant funds may also subject the Grantee to penalties as permitted by state or federal law.

ARTICLE II- LENGTH OF AGREEMENT

- A. This Agreement shall not become effective until approved by the Department of Finance and Administration, and shall terminate on or before **24 months after signing of the grant agreement.**
- B. In the event that, due to unforeseen circumstances, it becomes apparent that the work under this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least thirty (30) days prior to the termination date of this Agreement. GRANTEE and the DEPARTMENT shall review the work accomplished and shall determine whether to amend this Grant Agreement to provide additional time for completion.

ARTICLE III – PROJECT DELIVERABLES

- A. **Due Date for GRANTEE to Sign/Return Grant Agreement Copies** – The GRANTEE will receive a copy of grant agreement electronically and shall be required to sign, and return electronically document to the DEPARTMENT by the date specified. Failure by the GRANTEE to sign and return the grant agreement copies by the required due date may result in forfeiture of the grant award.
- B. **Due Date for GRANTEE to Submit Invoice for Payment to DEPARTMENT** The DEPARTMENT will notify the GRANTEE when the grant agreement has been fully executed which shall not be unreasonably delayed. The executed Grant Agreement will be sent to GRANTEE with an invitation to invoice for the full amount of the award. The invoice should be submitted to the DEPARTMENT by the date specified. The funds must be expended in accordance with the budget breakdown specified on the attached Exhibit A. Failure by the GRANTEE to submit the invoice by the required due date may result in forfeiture of the grant award.
- C. **Status Updates**
The GRANTEE will provide the DEPARTMENT with a status update at the halfway point (Progress Report). The DEPARTMENT will provide a template for this report. These updates will include information about progress on deliverables, financial reporting and other information as requested.

The GRANTEE is expected to accommodate in-person site visits by the DEPARTMENT throughout the length of the grant.

D. Final Report

Upon completion of the Scope of Work, GRANTEE will submit a final report to the DEPARTMENT. Final reports must be received within 30 days of 24 months after signing of the grant agreement. A template for this report and specifics about the information to be included will be sent to all grantees electronically. Failure to submit this report by the requested deadline may make the Grantee ineligible for future funding from this program. Final Report will include documentation to support the costs and outcomes identified in the scope of work.

ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE'S award, 100 percent the total awarded funds will be paid upon the start date of the grant. The DEPARTMENT shall pay to the GRANTEE a sum not to exceed **\$94,600.00**. The funds are to be expended in accordance with the budget breakdown as specified in the Submittable grant application. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate materially from the line items of said budget without the prior written approval of the DEPARTMENT.
- B. It is understood and agreed that should any portion of the funds approved and paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein that remain unexpended after all conditions of this Agreement have been satisfied shall revert to the DEPARTMENT for disposition.

ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

- A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or terminate this Grant Agreement at any time in the judgment of the DEPARTMENT, which judgment shall be final and shall be accepted by Grantee, if the terms of this Agreement have been materially violated or the activities described in the project description have not progressed satisfactorily in the Department's reasonable discretion. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.
- B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.

ARTICLE VI – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

- A. It will comply with the procedures, requirements and deadlines outlined in the Outdoor Recreation Division Outdoor Recreation Trails+ Grant for FY25, and it understands that failure to do so may result in forfeiture of the grant award and permanent disqualification from the Outdoor Recreation Trails+ Grant program.
- B. It possesses legal authority to accept funds and execute this Grant Agreement;
- C. Its chief executive officer or other officer of the GRANTEE is authorized to approve this Agreement and further consents on behalf of the GRANTEE that any disputes which arise hereunder are subject to the exclusive jurisdiction of New Mexico state district courts. Venue for any such dispute will lie in the First Judicial District court.
- D. Grantee will give an authorized representative of the DEPARTMENT access to and the right to examine all records, books, papers, or documents of the Grantee related to this Grant Agreement. The DEPARTMENT agrees to keep and maintain all such information strictly confidential. All records connected with this Agreement will be maintained in a central location by the DEPARTMENT and will be maintained for a period of seven (7) years from the official date of close-out of this Agreement.
- E. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement. The GRANTEE shall require certifying language prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.
- F. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- G. It will finance its share (if any) of the costs of the project, including all project overruns.

ARTICLE VII – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than seven (7) years subsequent to the date of project close-out.

ARTICLE VIII – SPECIAL TERMS AND CONDITIONS

The GRANTEE and DEPARTMENT hereby designate the persons listed below as the official DEPARTMENT Representative responsible for overall supervision of the approved project.

Name: Carl Colonius

Entity: New Mexico Economic Development Department,
Outdoor Recreation Division

Phone: 505.570.7846

Email: Carl.Colonius@edd.nm.gov

ARTICLE IX – OTHER SPECIAL TERMS AND CONDITIONS

- A. GRANTEE is aware of all limitations on the use of this Grant and agrees to abide by those Grant restrictions without deviation therefrom.
- B. If deliverables include the creation of jobs; GRANTEE shall provide the DEPARTMENT with a copy of all information reported to the New Mexico Department of Workforce Solutions which proves such job creation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: Karina Armijo
Department Cabinet Secretary / Designee

Date: 3/7/2025

ACCEPTED AND AGREED:

GRANTEE

By: [Signature]
GRANTEE Mayor

Date: 3/6/25

ATTACHMENT A

SCOPE OF WORK AND BUDGET FROM SUBMITTABLE

A comprehensive trail and green space plan for the Village of Taos Ski Valley will ensure that development effectively supports our community, while promoting health and economic growth. Funds will be used to assess current conditions and solicit extensive public feedback to create a trail and green space plan, as well as a regional sign design plan. Additional funds will support deferred maintenance on existing trails and green spaces, which are to be incorporated into the master plan.

Village of Taos Ski Valley			
Outdoor Recreation Trails+ Grant Request Budget			
Category	Item/ Description/ Source	Trails+ Grant	Match (cash and in-kind)
Planning	Trail and Greenspace Plan (In kind match PARC Leadership)	\$ 35,000.00	\$ 3,482.96
Planning	Sign design plan (In kind match ECTA Leadership)	\$ 25,000.00	\$ 2,500.00
Construction	Kachina Vista Park to Porcupine Trail (In kind match PARC Leadership)	\$ 25,000.00	\$ 267.92
Maintenance	Ramming Trail Benches (In kind match VTSV Public Works)	\$ 1,000.00	\$ 2,750.00
Maintenance	Kachina Vista Park Cleanup (In kind match VTSV Public Works)	\$ -	\$ 30,000.00
Maintenance	Community Cleanup Day (In kind match PARC Leadership and Volunteers)	\$ -	\$ 10,047.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Administrative	VTSV Overhead 10%	\$ 8,600.00	\$ -
	TOTAL	\$ 94,600.00	\$ 49,047.88



Enchanted Circle Trails Association

Developing, maintaining and promoting trails in northern New Mexico
info@enchantedcircletrails.org

Village of Taos Ski Valley Trail and Green Space Plan Project Estimate

Overview: This proposal is to develop a comprehensive trail and green space plan for the Village of Taos Ski valley that incorporates extensive community feedback, existing conditions on the ground, as well as coordination with land managers and stakeholders.

Project Management - \$5,030.00

- Establish project goals and objectives
- Monitor budget and invoicing
- Coordinate Sign Design Subcontractor

GIS and Mapping - \$5,940.00

- Obtain and review existing data
- Conduct desktop exercise to determine potential routes and plans
- Create base maps for public meetings
- Create final maps and shapefiles for client

Stakeholder & Community Engagement - \$7,115.00

- Compile contact list of stakeholders and project partners
- Develop online survey for data collection
- Coordinate individual meetings with key stakeholders
- 5 Public Meetings - Project need, and initial brainstorm (VTSV, Online and Taos)
- 2 Public Meeting - Draft design feedback (VTSV, Online)
- Public Meeting - Final design presentation (VTSV)

Field Work, Data Collection, and Reporting - \$4,610.00

- Site visit with VTSV - current conditions
- Cataloging and assessing existing trails, and user-created trails
- Develop sign plan and location map
- Field verify feasibility of conceptual routes

Draft Report and Revision - \$7,875.00

- Develop draft report, including project history, justification, vision
- Estimates for construction and development + personnel / partnerships / crews
- Identify potential funding for development
- Revise draft report based on community and stakeholder feedback

Estimated Subtotal - \$30,570.00

ECTA Indirect Costs (10%) - \$3,057.00

Estimated Total - \$33,627.00



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Economic Development Dept.

1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Dispatched

Purchase Order 41900-0000013203	Date 03-12-2025	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer CHRIS.ROMERO	Phone	Currency USD

Dispatch Via Print

Supplier: 0000052151
VILLAGE OF TAOS SKI VALLEY
PO BOX 100
TAOS SKI VALLEY NM 87525-0000
United States

Ship To: 1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Bill To: 1100 St. Francis Drive
Joseph Montoya Bldg
Santa Fe NM 87505-4147
United States

Origin:	ENC	ExclExcl#:						
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date		
1 - 1	Create a trail and green space plan, 41900-21140-ZI5075-547400- - - -92424-I5075	1.00	EA	\$94,600.00	\$94,600.00	03/12/2025		
Schedule Total					\$94,600.00			
Item Total					\$94,600.00			
Total PO Amount					\$94,600.00			

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.
In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-1-158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

Contract

2025-005

Rocky Mountain Youth Corps

**VILLAGE OF TAOS SKI VALLEY
AND ROCKY MOUNTAIN YOUTH CORPS SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into effective May 16, 2025, by and between the **Village of Taos Ski Valley**, a New Mexico municipal corporation (hereinafter referred to as the "Village") and **Rocky Mountain Youth Corps**, a New Mexico non-profit corporation (hereinafter referred to as the "Contractor").

WHEREAS, the Village has a need for an experienced contractor familiar with the unique geographical, topographical, cultural, and weather features of the Village and Enchanted Circle to provide services and labor for **Trail and Trail Associated Infrastructure Repair, Reconstruction and Improvement** for the Village of Taos Ski Valley, as set forth in the Village's FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant and in the attached scope of work and budget provided by the Contractor in response to the Village's solicitation; and

WHEREAS, Contractor submitted a Proposal to provide services for **Trail and Trail Associated Infrastructure Repair, Reconstruction and Improvement**, as required in in the Village's FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant; and

WHEREAS, the Contractor was identified by, approved by, and specifically named by the NM EDD Division of Outdoor Recreation in their grant to the Village as the contractor to be used for this element of the FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant; and

WHEREAS, the Contractor is willing to provide services for **Trail and Trail Associated Infrastructure Repair, Reconstruction and Improvement** for the Village in accordance with the Village's FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant, the attached proposal/scope of services, and this Agreement; and

WHEREAS, the Village Council has approved this Agreement.

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

1. Scope of Services: Contractor shall perform services and labor for **Trail and Trail Associated Infrastructure Repair, Reconstruction and Improvement** for the Village, as requested by and under the general supervision of the Village Administrator with the advice of the Village's Parks and Recreation Committee, as provided in the attached Scope of Work hereby incorporated by reference as a part of this Agreement.

Contractor recognizes and understands that Contractor is employed as a consultant for and by the Village. Contractor will provide services as specified in this agreement and invoiced to and approved by the Village Administrator but should expect to be working closely throughout the process with the Village's Parks and Recreation Committee on a day-to-day basis.

2. Contractor Availability: Contractor shall be available as agreed to by the parties, and upon an agreed to and reasonable schedule to work with the Village, Parks and Recreation Committee, impacted stakeholders, and the public in order to perform the required services in accordance with an agreed upon schedule at the time of contracting that is consistent with completion of all tasks at least forty five (45) days prior to the expiration of the grant.

3. Compensation. Compensation to the Contractor for services approved under this Agreement shall not exceed the approved line items for each component of the project in accordance with the following specified budget limitations.

- Salary, Labor, Benefits (\$21,237)
- Transportation, Food, Per Diem (\$2,296.00)
- Supplies, Tools, Project Materials (\$462,00)
- Other (\$136.00)
- Administration/Indirect Costs (\$4,378.00)
(capped at 27.29% of allowed contracted costs)

For a total cost, not to exceed \$28,683.00.

Payment by the Village shall be made to the Contractor upon the satisfactory completion of the contracted services, as evidenced by presentation to and acceptance by the Village Council and VTSV Parks and Recreation Committee of a summary of work completed under the Agreement. The Contractor may submit progress billings to the Village Administrator based upon agreed to significant project benchmarks toward completion of the project.

4. Invoices. Contractor shall submit invoices to the Village no more frequently than monthly. All invoices shall describe the specific tasks performed and shall be detailed enough for the Village to verify costs to the granting agency, its auditors and meet its accounting requirements. The Village shall review Contractor invoices and either approve payment or promptly contact Contractor to address any concerns about the amounts or tasks invoiced. The Village Administrator shall provide for payment by the Village upon the Village Administrator and Finance Officer's approval of each invoice.

5. Term: This Agreement shall be effective on the date first written above and shall terminate not later than forty-five (45) days from the termination date of the FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended, upon the mutual agreement of the Contractor, Village and NM EDD Division of Outdoor Recreation, should the state agree to extend the grant for any reason.

6. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Such notice may be delivered to the other party by email, by telephone, or by United States mail or other reliable delivery method. This Agreement is contingent upon the provision of adequate financial resources to support the services provided for herein. This Agreement shall terminate automatically and without recourse in the event that the aforementioned identified available funding is insufficient or terminated.

7. Insurance and Indemnification: Contractor shall maintain and keep in effect general liability insurance in a form and amount acceptable to the Village, subject to Section 8 of this Agreement, and on request shall provide a copy of the policy to the Village. The extent of liability under this Agreement shall be limited to Contractor's general liability insurance coverages then in effect at the time of an occurrence that may give rise to liability.

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

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

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

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

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

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

14. Bribes, Gratuities and Kickbacks Prohibited: Pursuant to New Mexico law, it is a crime to engage in bribery or provide gratuities or kickbacks in relation to public contracts. The parties hereto, their agents, officers and employees state affirmatively that no such activities have been engaged in, or will be engaged in, in connection with this Agreement. Any person, firm or

corporation that knowingly violates any provisions of the New Mexico Procurement Code is subject to a civil penalty of not more than one thousand (\$1,000.00) for each procurement violation of any provision of the Procurement Code. The attorney general or district attorney of the first jurisdiction in which the violation occurs is empowered to bring a civil action for enforcement of any provision of the Procurement Code.

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

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

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

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

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

Village of Taos Ski Valley
Attn.: Rick Bellis, Village Administrator
7 Firehouse Rd.
P.O. Box 100
Taos Ski Valley, New Mexico 87525

To Contractor by email to or by United States mail or courier to:

Rocky Mountain Youth Corps
Attn. Conservation Program Coordinator
PO Box 1960
Ranchos de Taos, New Mexico 87557

Either party may by written notice to the other party amend its notice address as stated above at any time during the term of this Agreement.

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

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

VILLAGE OF TAOS SKI VALLEY

By: Chris Stanek, Mayor

Rocky Mountain Youth Corps

By: Conservation Program Coordinator

**Outdoor Recreation Division
Outdoor Recreation Trails+ Grant**

STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the State of New Mexico **Economic Development Department**, hereinafter referred to as the DEPARTMENT, acting through its Cabinet Secretary or designee, hereinafter referred to as the SECRETARY, and **Village of Taos Ski Valley** hereinafter referred to as the GRANTEE.

WHEREAS, the New Mexico Economic Development Department has established the Outdoor Recreation Trails+ Grant to invest in projects that enhance and protect communities' outdoor recreation opportunities. The Outdoor Recreation Trails+ Grant will award grants of up to either \$99,999 or \$500,000 or \$1,000,000, depending on the Tier of award, to nonprofits, tribal, local, and regional governments, and other eligible entities with the purpose of improving access to outdoor recreation within a community, while simultaneously bolstering the outdoor recreation economy in New Mexico.

WHEREAS, the Outdoor Recreation Trails+ Grant encourages and supports New Mexico nonprofits, tribal, local, and regional governments, and other eligible entities to create and/or expand outdoor recreation access and economies throughout the state.

WHEREAS, the assistance provided by this initiative will enhance and protect communities' outdoor recreation opportunities and grow the outdoor economy as a result. The DEPARTMENT has allocated **\$94,600.00** to the GRANTEE.

NOW, THEREFORE:

ARTICLE I – SCOPE OF WORK

- A. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal, as outlined in the Submittable grant application, as approved and awarded by the DEPARTMENT, and noted in Attachment A. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein, other than those acquired with funds from this grant.
- B. The GRANTEE agrees to make no material change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.
- C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Submittable grant application. Any funds found to be expended for non-permitted

purposes shall be repaid to the DEPARTMENT. Unauthorized use of grant funds may also subject the Grantee to penalties as permitted by state or federal law.

ARTICLE II- LENGTH OF AGREEMENT

- A. This Agreement shall not become effective until approved by the Department of Finance and Administration, and shall terminate on or before **24 months after signing of the grant agreement.**
- B. In the event that, due to unforeseen circumstances, it becomes apparent that the work under this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least thirty (30) days prior to the termination date of this Agreement. GRANTEE and the DEPARTMENT shall review the work accomplished and shall determine whether to amend this Grant Agreement to provide additional time for completion.

ARTICLE III – PROJECT DELIVERABLES

- A. **Due Date for GRANTEE to Sign/Return Grant Agreement Copies** – The GRANTEE will receive a copy of grant agreement electronically and shall be required to sign, and return electronically document to the DEPARTMENT by the date specified. Failure by the GRANTEE to sign and return the grant agreement copies by the required due date may result in forfeiture of the grant award.
- B. **Due Date for GRANTEE to Submit Invoice for Payment to DEPARTMENT** The DEPARTMENT will notify the GRANTEE when the grant agreement has been fully executed which shall not be unreasonably delayed. The executed Grant Agreement will be sent to GRANTEE with an invitation to invoice for the full amount of the award. The invoice should be submitted to the DEPARTMENT by the date specified. The funds must be expended in accordance with the budget breakdown specified on the attached Exhibit A. Failure by the GRANTEE to submit the invoice by the required due date may result in forfeiture of the grant award.
- C. **Status Updates**
The GRANTEE will provide the DEPARTMENT with a status update at the halfway point (Progress Report). The DEPARTMENT will provide a template for this report. These updates will include information about progress on deliverables, financial reporting and other information as requested.

The GRANTEE is expected to accommodate in-person site visits by the DEPARTMENT throughout the length of the grant.

D. Final Report

Upon completion of the Scope of Work, GRANTEE will submit a final report to the DEPARTMENT. Final reports must be received within 30 days of **24 months after signing of the grant agreement.** A template for this report and specifics about the information to be included will be sent to all grantees electronically. Failure to submit this report by the requested deadline may make the Grantee ineligible for future funding from this program. Final Report will include documentation to support the costs and outcomes identified in the scope of work.

ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE'S award, 100 percent the total awarded funds will be paid upon the start date of the grant. The DEPARTMENT shall pay to the GRANTEE a sum not to exceed **\$94,600.00**. The funds are to be expended in accordance with the budget breakdown as specified in the Submittable grant application. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate materially from the line items of said budget without the prior written approval of the DEPARTMENT.
- B. It is understood and agreed that should any portion of the funds approved and paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein that remain unexpended after all conditions of this Agreement have been satisfied shall revert to the DEPARTMENT for disposition.

ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

- A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or terminate this Grant Agreement at any time in the judgment of the DEPARTMENT, which judgment shall be final and shall be accepted by Grantee, if the terms of this Agreement have been materially violated or the activities described in the project description have not progressed satisfactorily in the Department's reasonable discretion. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.
- B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.

ARTICLE VI – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

- A. It will comply with the procedures, requirements and deadlines outlined in the Outdoor Recreation Division Outdoor Recreation Trails+ Grant for FY25, and it understands that failure to do so may result in forfeiture of the grant award and permanent disqualification from the Outdoor Recreation Trails+ Grant program.
- B. It possesses legal authority to accept funds and execute this Grant Agreement;
- C. Its chief executive officer or other officer of the GRANTEE is authorized to approve this Agreement and further consents on behalf of the GRANTEE that any disputes which arise hereunder are subject to the exclusive jurisdiction of New Mexico state district courts. Venue for any such dispute will lie in the First Judicial District court.
- D. Grantee will give an authorized representative of the DEPARTMENT access to and the right to examine all records, books, papers, or documents of the Grantee related to this Grant Agreement. The DEPARTMENT agrees to keep and maintain all such information strictly confidential. All records connected with this Agreement will be maintained in a central location by the DEPARTMENT and will be maintained for a period of seven (7) years from the official date of close-out of this Agreement.
- E. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement. The GRANTEE shall require certifying language prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.
- F. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- G. It will finance its share (if any) of the costs of the project, including all project overruns.

ARTICLE VII – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than seven (7) years subsequent to the date of project close-out.

ARTICLE VIII – SPECIAL TERMS AND CONDITIONS

The GRANTEE and DEPARTMENT hereby designate the persons listed below as the official DEPARTMENT Representative responsible for overall supervision of the approved project.

Name: Carl Colonius

Entity: New Mexico Economic Development Department,
Outdoor Recreation Division

Phone: 505.570.7846

Email: Carl.Colonius@edd.nm.gov

ARTICLE IX – OTHER SPECIAL TERMS AND CONDITIONS

- A. GRANTEE is aware of all limitations on the use of this Grant and agrees to abide by those Grant restrictions without deviation therefrom.
- B. If deliverables include the creation of jobs; GRANTEE shall provide the DEPARTMENT with a copy of all information reported to the New Mexico Department of Workforce Solutions which proves such job creation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: Karina Armijo
Department Cabinet Secretary / Designee

Date: 3/7/2025

ACCEPTED AND AGREED:

GRANTEE

By: [Signature]
GRANTEE Mayor

Date: 3/6/25

ATTACHMENT A

SCOPE OF WORK AND BUDGET
FROM SUBMITTABLE

A comprehensive trail and green space plan for the Village of Taos Ski Valley will ensure that development effectively supports our community, while promoting health and economic growth. Funds will be used to assess current conditions and solicit extensive public feedback to create a trail and green space plan, as well as a regional sign design plan. Additional funds will support deferred maintenance on existing trails and green spaces, which are to be incorporated into the master plan.

Village of Taos Ski Valley Outdoor Recreation Trails+ Grant Request Budget			
Category	Item/ Description/ Source	Trails+ Grant	Match (cash and in-kind)
Planning	Trail and Greenspace Plan (In kind match: PARC Leadership)	\$ 35,000.00	\$ 3,482.96
Planning	Sign design plan (In kind match: ECTA Leadership)	\$ 25,000.00	\$ 2,500.00
Construction	Kachina Vista Park to Porcupine Trail (In kind match: PARC Leadership)	\$ 25,000.00	\$ 267.92
Maintenance	Ramming Trail Benches (In kind match: VTSV Public Works)	\$ 1,000.00	\$ 2,750.00
Maintenance	Kachina Vista Park Cleanup (In kind match: VTSV Public Works)	\$ -	\$ 30,000.00
Maintenance	Community Cleanup Day (In kind match: PARC Leadership and Volunteers)	\$ -	\$ 10,047.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Administrative	VTSV Overhead 10%	\$ 8,600.00	\$ -
TOTAL		\$ 94,600.00	\$ 49,047.88



Rocky Mountain Youth Corps
PO Box 1960
Ranchos de Taos, NM 87557

12/19/2024

Village of Taos Ski Valley

VTSV Trails

2025

VTSV Trails

	RMYC In Kind	Village of Taos Ski Valley	Total
Salary / Labor / Benefits	Match	Costs	Est. Value
Crew Wages (Supervisor, Asst. Crew Leader, Members)	\$5,194	\$ 10,435	\$ 15,629
Support Staff		\$ 3,034	\$ 3,034
Crew and Staff Taxes / Benefits		\$ 2,574	\$ 2,574
Subtotal Salary/Labor/Benefits	\$ 5,194	\$ 16,043	\$ 21,237
Travel/Transportation			
Food/Per Diem		\$ 576	\$ 576
RENTAL Crew Vehicle		\$ 1,680	\$ 1,680
Gasoline/insurance/repairs		\$ 40	\$ 40
Travel/Transportation		\$ 2,296	\$ 2,296
Supplies/Tools/Gear			
GPS/Comm. Devices		\$ 61	\$ 61
Supplies/Materials (PPE, consumables, gear, tools)		\$ 401	\$ 401
Project Materials (materials that stay on site)		\$ -	\$ -
Supplies/Tools/Gear		\$ 462	\$ 462
Other			
ASL Intepreter		\$ -	\$ -
Training (Corpsmembers and Staff)		\$ 310	\$ 136
Other		\$ 310	\$ 136
Total Direct Charges	\$ 5,194	\$ 19,111	\$ 24,305
Indirect Cost Rate: 27.29% of direct salaries/wages and fringe benefits		\$ 4,378	\$ 4,378
Total Charges	\$ 5,194	\$ 23,489	\$ 28,683

ADDITIONAL NOTES

* RMYC Crew work schedule:

2 Week(s) of crew work will be scheduled for a crew of 8 people (1 Crew Leader, 1 Assistant Crew Leader, and 6 Corpsmembers).

*Crews will travel to work site on a daily basis, working 8-10 hours/day, including travel to/from the work site.

*CAMPING (or "Spike") crews typically work 8 straight days, 10 hours per day, followed by 6 days off.

*DAY crews typically work 8- or 9-hour days, 4 or 5 days per week, with weekends off; exact schedule can vary by season.

*Crews participate in weekly "Life Skills" trainings as part of their normal work week. These are led by the RMYC Training Department.

*RMYC risk management protocol includes a stretch/safety circle before beginning work.

*Crews will take one 30-minute lunch break and two 15-minute breaks; all breaks will be taken on project site.

* RMYC supplies all labor and general hand tools for project, including all camping gear.

* Explanation of matching funds: Since RMYC crews are made up of AmeriCorps members, defined as volunteers, RMYC can offer the difference in member stipends and the value of a volunteer up to the partner match expectation.

* Project Partner will provide all project materials that will remain on site.

* All activities are compliant with non-supplantation, non-duplication and non-displacement policies.

AGREEMENT SIGNATURES

Project Partner: Print:_____ Sign:_____ Date_____

RMYC: Print:_____ Sign:_____ Date_____



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Economic Development Dept.

1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Dispatched

Purchase Order 41900-0000013203	Date 03-12-2025	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer CHRIS.ROMERO	Phone	Currency USD

Dispatch Via Print

Supplier: 0000052151
VILLAGE OF TAOS SKI VALLEY
PO BOX 100
TAOS SKI VALLEY NM 87525-0000
United States

Ship To: 1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Bill To: 1100 St. Francis Drive
Joseph Montoya Bldg
Santa Fe NM 87505-4147
United States

Origin:	ENC	ExclExcl#:					
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date	
1 - 1	Create a trail and green space plan. 41900-21140-ZI5075-547400- - - -92424-I5075	1.00	EA	\$94,600.00	\$94,600.00	03/12/2025	
Schedule Total					\$94,600.00		
Item Total					\$94,600.00		
Total PO Amount					\$94,600.00		

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.
In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-1-158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

Contract

2025-006

Gizmo Productions

**VILLAGE OF TAOS SKI VALLEY
AND GIZMO PRODUCTIONS
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into effective May 16, 2025, by and between the **Village of Taos Ski Valley**, a New Mexico municipal corporation (hereinafter referred to as the "Village") and **Gizmo Productions, LLC**, a New Mexico limited liability company (hereinafter referred to as the "Contractor").

WHEREAS, the Village has a need for the professional services of an experienced design and marketing contractor familiar with the unique cultural, historical, and geographic nature of the Village and Enchanted Circle, as well as the inter-governmental relationships of the region and NM Tourism and USFS branding and design requirements to provide services for the following for the Village and the Enchanted Circle, as set forth in the Village’s FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant and in the attached proposal/scope of work and budget provided by the Contractor in response to the Village’s solicitation;

“The development of a unified branding, style, and signage system for trails and way-finding in the Enchanted Circle Region of northern New Mexico. The objective is to create a cohesive visual identity that improves the visitor experience, enhances navigation, and promotes environmental stewardship, while celebrating the region’s natural beauty and cultural heritage.”

,and

WHEREAS, Contractor submitted a Proposal to provide professional **Trail Signage and Waypoint Design, Branding and Marketing** services, as required in the Village’s FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant; and

WHEREAS, the Contractor was specifically approved and named by the NM EDD Division of Outdoor Recreation Trails+ Grant in their grant to the Village as the contractor for this element of the grant; and

WHEREAS, the Contractor is capable and willing to provide the specific **Trail Signage and Waypoint Design, Branding and Marketing** services required by the Village in accordance with fulfilling the terms of the Village’s FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant, the attached scope of services, and this Agreement; and

WHEREAS, the Village Council has approved this Agreement.

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

1. Scope of Services: Contractor shall perform professional **Trail Signage and Waypoint Design, Branding and Marketing** services for the Village, as requested by and under the

general supervision of the Village Administrator or the Village designated Project Manager, with the advice of the Village's Parks and Recreation Committee, including but not necessarily limited to the following specific services:

- **Trail Signage and Waypoint Design, Branding and Marketing**

Contractor recognizes and understands that Contractor is employed as a consultant for and by the Village. The Contractor will provide services as specified in this agreement and invoiced to and approved by the Village Administrator but should expect to be working closely throughout the process with the Village's Parks and Recreation Committee on a day-to-day basis.

2. Contractor Availability: Contractor shall be available as agreed to by the parties, and upon an agreed to and reasonable schedule to work with the Village, Parks and Recreation Committee, impacted stakeholders, and the public in order to perform the required services in accordance with an agreed upon schedule at the time of contracting that is consistent with completion of all tasks at least forty five (45) days prior to the expiration of the grant.

3. Compensation. Compensation to the Contractor for services approved under this Agreement shall be made for services actually rendered in a total amount not to exceed the total sum of twenty-five thousand dollars (\$25,000), exclusive of gross receipts tax. Payment by the Village shall be made to the Contractor upon the satisfactory completion of the contracted services, as evidenced by presentation to and acceptance by the Village Council on the recommendation of the VTSV Parks and Recreation Committee of a summary of work completed under the Agreement. The Contractor may submit progress billings to the Village Administrator based upon agreed to significant project benchmarks toward completion of the project.

4. Invoices. Contractor shall submit invoices to the Village. All invoices shall describe the specific tasks performed and shall be detailed enough for the Village to verify costs to the granting agency, its auditors and meet its accounting requirements. The Village shall review Contractor invoices and either approve payment or promptly contact Contractor to address any concerns about the amounts or tasks invoiced. The Village Administrator shall provide for payment by the Village upon the Village Administrator and Finance Officer's approval of each invoice.

5. Term: This Agreement shall be effective on the date first written above, and shall terminate not later than forty-five (45) days from the termination date of the FY 2024-25 NM EDD Division of Outdoor Recreation Trails+ Grant, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended, upon the mutual agreement of the Contractor, Village and NM EDD Division of Outdoor Recreation, should the state agree to extend the grant for any reason.

6. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Such notice may be delivered to the other party by email, by telephone, or by United States mail or other reliable delivery method. This Agreement is contingent upon the provision of adequate financial resources to support the services provided

for herein. This Agreement shall terminate automatically and without recourse in the event that the aforementioned identified available funding is insufficient or terminated.

7. Insurance and Indemnification: Contractor shall maintain and keep in effect general liability insurance in a form and amount acceptable to the Village, subject to Section 8 of this Agreement, and on request shall provide a copy of the policy to the Village. The extent of liability under this Agreement shall be limited to Contractor's general liability insurance coverages then in effect at the time of an occurrence that may give rise to liability.

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

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

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

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

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

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

14. Bribes, Gratuities and Kickbacks Prohibited: Pursuant to New Mexico law, it is a crime to engage in bribery or provide gratuities or kickbacks in relation to public contracts. The parties

hereto, their agents, officers and employees state affirmatively that no such activities have been engaged in, or will be engaged in, in connection with this Agreement. Any person, firm or corporation that knowingly violates any provisions of the New Mexico Procurement Code is subject to a civil penalty of not more than one thousand (\$1,000.00) for each procurement violation of any provision of the Procurement Code. The attorney general or district attorney of the first jurisdiction in which the violation occurs is empowered to bring a civil action for enforcement of any provision of the Procurement Code.

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

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

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

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

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

Village of Taos Ski Valley
Attn.: Rick Bellis, Village Administrator
7 Firehouse Rd.
P.O. Box 100
Taos Ski Valley, New Mexico 87525

To Contractor by email to WEBGUYS@GIZMOPRODUCTIONS.COM or by United States mail or courier to:

Gizmo Productions
Attn: Owner
15 Cascabel Rd.
Ranchos de Taos, New Mexico 87557

Either party may by written notice to the other party amend its notice address as stated above at any time during the term of this Agreement.

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

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

VILLAGE OF TAOS SKI VALLEY

By: Chris Stanek, Mayor

Gizmo Productions

By: Owner

**Outdoor Recreation Division
Outdoor Recreation Trails+ Grant**

**STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
GRANT AGREEMENT**

THIS GRANT AGREEMENT is made and entered into by and between the State of New Mexico **Economic Development Department**, hereinafter referred to as the DEPARTMENT, acting through its Cabinet Secretary or designee, hereinafter referred to as the SECRETARY, and **Village of Taos Ski Valley** hereinafter referred to as the GRANTEE.

WHEREAS, the New Mexico Economic Development Department has established the Outdoor Recreation Trails+ Grant to invest in projects that enhance and protect communities' outdoor recreation opportunities. The Outdoor Recreation Trails+ Grant will award grants of up to either \$99,999 or \$500,000 or \$1,000,000, depending on the Tier of award, to nonprofits, tribal, local, and regional governments, and other eligible entities with the purpose of improving access to outdoor recreation within a community, while simultaneously bolstering the outdoor recreation economy in New Mexico.

WHEREAS, the Outdoor Recreation Trails+ Grant encourages and supports New Mexico nonprofits, tribal, local, and regional governments, and other eligible entities to create and/or expand outdoor recreation access and economies throughout the state.

WHEREAS, the assistance provided by this initiative will enhance and protect communities' outdoor recreation opportunities and grow the outdoor economy as a result. The DEPARTMENT has allocated **\$94,600.00** to the GRANTEE.

NOW, THEREFORE:

ARTICLE I – SCOPE OF WORK

- A. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal, as outlined in the Submittable grant application, as approved and awarded by the DEPARTMENT, and noted in Attachment A. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein, other than those acquired with funds from this grant.
- B. The GRANTEE agrees to make no material change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.
- C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Submittable grant application. Any funds found to be expended for non-permitted

purposes shall be repaid to the DEPARTMENT. Unauthorized use of grant funds may also subject the Grantee to penalties as permitted by state or federal law.

ARTICLE II- LENGTH OF AGREEMENT

- A. This Agreement shall not become effective until approved by the Department of Finance and Administration, and shall terminate on or before **24 months after signing of the grant agreement.**
- B. In the event that, due to unforeseen circumstances, it becomes apparent that the work under this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least thirty (30) days prior to the termination date of this Agreement. GRANTEE and the DEPARTMENT shall review the work accomplished and shall determine whether to amend this Grant Agreement to provide additional time for completion.

ARTICLE III – PROJECT DELIVERABLES

- A. **Due Date for GRANTEE to Sign/Return Grant Agreement Copies** – The GRANTEE will receive a copy of grant agreement electronically and shall be required to sign, and return electronically document to the DEPARTMENT by the date specified. Failure by the GRANTEE to sign and return the grant agreement copies by the required due date may result in forfeiture of the grant award.
- B. **Due Date for GRANTEE to Submit Invoice for Payment to DEPARTMENT** The DEPARTMENT will notify the GRANTEE when the grant agreement has been fully executed which shall not be unreasonably delayed. The executed Grant Agreement will be sent to GRANTEE with an invitation to invoice for the full amount of the award. The invoice should be submitted to the DEPARTMENT by the date specified. The funds must be expended in accordance with the budget breakdown specified on the attached Exhibit A. Failure by the GRANTEE to submit the invoice by the required due date may result in forfeiture of the grant award.
- C. **Status Updates**
The GRANTEE will provide the DEPARTMENT with a status update at the halfway point (Progress Report). The DEPARTMENT will provide a template for this report. These updates will include information about progress on deliverables, financial reporting and other information as requested.

The GRANTEE is expected to accommodate in-person site visits by the DEPARTMENT throughout the length of the grant.

D. Final Report

Upon completion of the Scope of Work, GRANTEE will submit a final report to the DEPARTMENT. Final reports must be received within 30 days of **24 months after signing of the grant agreement**. A template for this report and specifics about the information to be included will be sent to all grantees electronically. Failure to submit this report by the requested deadline may make the Grantee ineligible for future funding from this program. Final Report will include documentation to support the costs and outcomes identified in the scope of work.

ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE'S award, 100 percent the total awarded funds will be paid upon the start date of the grant. The DEPARTMENT shall pay to the GRANTEE a sum not to exceed **\$94,600.00**. The funds are to be expended in accordance with the budget breakdown as specified in the Submittable grant application. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate materially from the line items of said budget without the prior written approval of the DEPARTMENT.
- B. It is understood and agreed that should any portion of the funds approved and paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein that remain unexpended after all conditions of this Agreement have been satisfied shall revert to the DEPARTMENT for disposition.

ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

- A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or terminate this Grant Agreement at any time in the judgment of the DEPARTMENT, which judgment shall be final and shall be accepted by Grantee, if the terms of this Agreement have been materially violated or the activities described in the project description have not progressed satisfactorily in the Department's reasonable discretion. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.
- B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.

ARTICLE VI – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

- A. It will comply with the procedures, requirements and deadlines outlined in the Outdoor Recreation Division Outdoor Recreation Trails+ Grant for FY25, and it understands that failure to do so may result in forfeiture of the grant award and permanent disqualification from the Outdoor Recreation Trails+ Grant program.
- B. It possesses legal authority to accept funds and execute this Grant Agreement;
- C. Its chief executive officer or other officer of the GRANTEE is authorized to approve this Agreement and further consents on behalf of the GRANTEE that any disputes which arise hereunder are subject to the exclusive jurisdiction of New Mexico state district courts. Venue for any such dispute will lie in the First Judicial District court.
- D. Grantee will give an authorized representative of the DEPARTMENT access to and the right to examine all records, books, papers, or documents of the Grantee related to this Grant Agreement. The DEPARTMENT agrees to keep and maintain all such information strictly confidential. All records connected with this Agreement will be maintained in a central location by the DEPARTMENT and will be maintained for a period of seven (7) years from the official date of close-out of this Agreement.
- E. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement. The GRANTEE shall require certifying language prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.
- F. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- G. It will finance its share (if any) of the costs of the project, including all project overruns.

ARTICLE VII – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than seven (7) years subsequent to the date of project close-out.

ARTICLE VIII – SPECIAL TERMS AND CONDITIONS

The GRANTEE and DEPARTMENT hereby designate the persons listed below as the official DEPARTMENT Representative responsible for overall supervision of the approved project.

Name: Carl Colonius
Entity: New Mexico Economic Development Department,
Outdoor Recreation Division
Phone: 505.570.7846
Email: Carl.Colonius@edd.nm.gov

ARTICLE IX – OTHER SPECIAL TERMS AND CONDITIONS

- A. GRANTEE is aware of all limitations on the use of this Grant and agrees to abide by those Grant restrictions without deviation therefrom.
- B. If deliverables include the creation of jobs; GRANTEE shall provide the DEPARTMENT with a copy of all information reported to the New Mexico Department of Workforce Solutions which proves such job creation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: Karina Armijo
Department Cabinet Secretary / Designee

Date: 3/7/2025

ACCEPTED AND AGREED:

GRANTEE

By: [Signature]
GRANTEE Mayor

Date: 3/6/25

ATTACHMENT A

SCOPE OF WORK AND BUDGET FROM SUBMITTABLE

A comprehensive trail and green space plan for the Village of Taos Ski Valley will ensure that development effectively supports our community, while promoting health and economic growth. Funds will be used to assess current conditions and solicit extensive public feedback to create a trail and green space plan, as well as a regional sign design plan. Additional funds will support deferred maintenance on existing trails and green spaces, which are to be incorporated into the master plan.

Village of Taos Ski Valley			
Outdoor Recreation Trails+ Grant Request Budget			
Category	Item/ Description/ Source	Trails+ Grant	Match (cash and in-kind)
Planning	Trail and Greenspace Plan (In kind match: PARC Leadership)	\$ 35,000.00	\$ 3,482.96
Planning	Sign design plan (In kind match: ECTA Leadership)	\$ 25,000.00	\$ 2,500.00
Construction	Kachina Vista Park to Porcupine Trail (In kind match: PARC Leadership)	\$ 25,000.00	\$ 267.92
Maintenance	Ramming Trail Benches (In kind match: VTSV Public Works)	\$ 1,000.00	\$ 2,750.00
Maintenance	Kachina Vista Park Cleanup (In kind match: VTSV Public Works)	\$ -	\$ 30,000.00
Maintenance	Community Cleanup Day (In kind match: PARC Leadership and Volunteers)	\$ -	\$ 10,047.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Administrative	VTSV Overhead 10%	\$ 8,600.00	\$ -
TOTAL		\$ 94,600.00	\$ 49,047.88



GIZMO
PRODUCTIONS

15 Cascabel Rd.
Ranchos De Taos, 87557
575.758.9522
WEBGUYS@GIZMOPRODUCTIONS.COM

Date	Estimate #
12/19/2024	921

Client
Village of Taos Ski Valley

Overview: This proposal outlines the development of a unified branding, style, and signage system for trails and way finding in the Enchanted Circle Region of northern New Mexico. The objective is to create a cohesive visual identity that improves the visitor experience, enhances navigation, and promotes environmental stewardship, while celebrating the region's natural beauty and cultural heritage.

Branding and Style Elements:

- Color Palette:**
 - A natural and earthy color scheme inspired by the landscapes of the region, incorporating tones that reflect the desert, forest, and mountain environments.
- Typography:**
 - Clear and legible fonts for key trail information, with a secondary typeface that reflects the region's rustic and outdoor character.
- Iconography:**
 - Simple, recognizable icons for common trail and wayfinding elements (e.g., trailheads, directional signs, distance markers, and points of interest), reflecting the region's wildlife, flora, and landmarks.
- Materials and Durability:**
 - Weather-resistant materials designed for long-lasting performance will be identified, ensuring that the signage remains functional and visually appealing throughout varying environmental conditions.

Design Guidelines and Templates: The proposed signage system will be guided by a thoughtful design and brand plan, which will include templates for signage applications across the Enchanted Circle. This document will provide consistent guidelines on color usage, typography, iconography, materials, and layout, ensuring all signs maintain a unified and professional appearance while allowing for flexibility across different communities and trail systems. These guidelines will include:

- Standardized Design Templates:** A set of templates for different types of signs to be used across the region, ensuring consistency in visual presentation while allowing for customization by each community or entity.
- Implementation Guidelines:** Clear instructions on how to apply the design elements to various sign types, including trail markers, interpretive signs, and safety information, ensuring that all signage is cohesive and supports the overall branding.

This signage system will help establish a distinctive visual identity for the Enchanted Circle Region, providing clear and consistent wayfinding for visitors while enhancing their connection to the area's natural and cultural heritage. The comprehensive design guidelines and templates will ensure that all communities and organizations in the region can implement the system effectively, creating a seamless experience for both locals and visitors exploring the area's trails.

	Total Estimated Cost: \$25,000
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State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Economic Development Dept.

1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Dispatched

Purchase Order
41900-0000013203

Date
03-12-2025

Dispatch Via Print

Revision

Payment Terms
Pay Now

Freight Terms
FOB Destination

Ship Via
Best Way

Buyer
CHRIS.ROMERO

Phone

Currency
USD

Supplier: 0000052151
VILLAGE OF TAOS SKI VALLEY
PO BOX 100
TAOS SKI VALLEY NM 87525-0000
United States

Ship To: 1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Bill To: 1100 St. Francis Drive
Joseph Montoya Bldg
Santa Fe NM 87505-4147
United States

Origin:	ENC	ExclExcl#:					
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date	
1 - 1	Create a trail and green space plan. 41900-21140-ZI5075-547400- - - -92424-I5075	1.00	EA	\$94,600.00	\$94,600.00	03/12/2025	
Schedule Total					\$94,600.00		
Item Total					\$94,600.00		
Total PO Amount					\$94,600.00		

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.
In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-1-158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

OLD BUSINESS

**OLD BUSINESS-Copy the link below and paste in the web browser to
view item 13.A Or visit the Village Website www.vtsv.org**

A. Approval of the revised FY 2025-26 Village of Taos Ski Valley Budget and permission to submit the budget to NM DFA for consideration and approval.

(Carroll Griesedieck, Village Finance Officer)

The full VTSV FY 2025-26 Budget may be viewed here:

[Interim-Budget-PDF-for-approval-at-May-16-2025-CM.pdf](#)

New Business

NEW BUSINESS-Copy the link below and paste in the web browser to view item 14.A Or visit the Village Website www.vtsv.org

A. Discussion, consideration and possible approval of the staff report and recommendation for the TIDD project for phase 2 of the Rt. 150 corridor utilities improvement project and the formal acceptance of the dedication from TSV, Inc. to the Village of Taos Ski Valley.

(Rick Bellis, Village Administrator)

The full Report and all attachments may be viewed here: [TIDD-Dedication-Project-for-Phase-2.pdf](#)

OTHER BUSINESS



VILLAGE OF TAOS SKI VALLEY

OATH OF OFFICE

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

(signature)

Administered this 16th day of May 2025.

Mayor Chris Stanek