



**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



**VILLAGE COUNCIL REGULAR MEETING DRAFT MINUTES
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

The regular meeting of the Village of Taos Ski Valley Council was called to order by Mayor Chris Stanek 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 Stanek

Councilor Caldwell

Councilor Turner

Councilor Stagg

Councilor Wittman

3. APPROVAL OF THE AGENDA

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

4. APPROVAL OF THE MINUTES OF THE APRIL 18, 2025, REGULAR VILLAGE COUNCIL MEETING AND THE MAY 9, 2025 VILLAGE COUNCIL MEETING WITH AMENDMENT TO ADD A DISCUSSION FROM COUNILMAN WITTMAN AND CORRECTION OF VOTE REGARDING APPROVAL OF THE AGENDA.

DISCUSSION: Deputy Clerk, Marlene Salazar requested the May 9th, 2025, minutes be amended to add a discussion regarding the utility rates from Councilor Wittman, and the correction of a vote on agenda item #3. (Approval of the agenda) also on the May 9th, 2025, meeting.

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

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)

Mr. Luis Reyes (Kit Carson Electric CEO) presented and discussed wildfire prevention efforts, the VTSV underground electric project and the Battery Microgrid Project.

Mr. Reyes stated the Village is on Phase II of the underground electrical project. This phase will help continue to mitigate the fire risk as electrical lines are being buried underground. There are a total of 26 residents that need to be connected to underground electricity. The remaining areas include Amizette, Snowshoe Rd, and Zap's Rd.

Project Manager Wooldridge stated the Village is planning on utilizing franchise fees to fund some of the project costs. The cost will be split between the homeowner and the Village. The Village will be responsible for all the work on the right-of-way, and the homeowner will be responsible to complete the rest of the line hookup from the right-of-way to their home.

Mr. Reyes reported on the Battery Microgrid project. The microgrid project is another project that can be used to mitigate wildfires and reduce resiliency and provide backup power for the long term. The microgrid will consist of 4 megawatts of power storage, which equals to about 6 hours of battery storage. Utilization of the battery microgrid will ensure that critical infrastructure (sewer), (water) etc in the Village will continue to have power when power outages occur.

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

VTSV Wildland Coordinator Garrett Hanson and Fire Chief Matt Rogers presented a PowerPoint presentation that discussed The Wildfire Mitigation progression in VTSV. The presentation included Village Firewise status, Fire Department updates, cooperative agreements, continued commitments and community engagement. The presentation provided residents with VTSV Forestry Initiatives and Community Services that VTSV offers residents and what homeowners can do to prevent fires. A map of the 2 VTSV fire districts, and the hydrant distribution locations was also presented and provided in the council packet.

Village Administrator Bellis provided a fire prevention and response summary identifying public information and outreach and hands-on fire prevention and education services the Village will undertake this summer to improve public safety and awareness. The items listed include a portable commercial woodchipper for Village Public Works and public use, scheduling green waste collection days, a list of heavy equipment operators that can be mobilized during emergencies, summer outreach campaigns via E-blast/Text, an updated EVAC plan, site specific fire and property inspections, and information on eligibility and how to apply for the NFL grant.

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).

Resident Michael Chandler spoke in regard to the Underground Electric Project, and stated this project is a high priority. Mr. Chandler stated there is big problem that the Village needs to solve, and that's getting residents hooked up to the underground electric. Mr. Chandler stated the Village talks about all these problems but does not provide solutions to the problems. Mr. Chandler expressed the Village is radically vulnerable to wildfires and more needs to be done. Mr. Chandler feels the universal issue with all of the Village needs is identifying and setting aside the money required for the projects.

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

No speakers.

7. COMMITTEE REPORTS

A. Planning & Zoning Commission (Mayor Pro Tem Tom Wittman) Commission Chair Wittman stated no meeting was held in May 2025. The next meeting of the P&Z Commission will be on June 2, 2025, at 1:00 pm.

B. Public Safety Committee (Councilman Henry Caldwell) Board Chair Caldwell stated there are no reports to share, the next meeting of the Public Safety/Firewise will be on June 2, 2025, at 10:00/11:00 am.

C. Firewise Community Board (Councilman Henry Caldwell) see above.

D. Parks & Recreation Committee (Joan Woodard) Board Chair Woodard stated a meeting was held on April 22, 2025. Items discussed were the Trails + grant, activities that will be held this summer in 2025, and Spring Clean Up Day which will be held on May 27, 2025. Everyone is invited and we will meet at the upper plaza at 9:00 am.

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

F. TIDD (Mayor Pro Tem Tom Wittman) Mayor Pro Tem Wittman stated a meeting was held on the 28th, of April 2025. Budget items discussed included expenditures, and revenues.

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) Village Administrator Bellis reported the Taos Regional landfill approved a 25% rate increase along with a 5% COLA. The Village has already budgeted for these increases.

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) (report provided in the council packet)

G. San Juan Chama Water Contractor's Association (SJCCA) (report provided in the council packet)

9. MAYOR'S REPORT (Mayor Chris Stanek) Mayor Stanek acknowledged VTSV Fire Chief Matt Rogers and staff of the Fire Department for their efforts in clearing and cleaning up the Rio Pueblo below the Slide Trail. The collaboration consisted of help between VTSV, Taos County, BLM and Community members. Their efforts were greatly appreciated.

10. ADMINISTRATOR AND STAFF REPORTS: All reports were provided in the council packet (Rick Bellis, Village Administrator)

11. FINANCE REPORT

(Carroll Griesedieck, Village Finance Officer) All reports were provided in the council Packet

12. CONSENT AGENDA

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

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) **All reports were provided in the council packet**

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

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

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](#)

DISCUSSION: Councilor Caldwell expressed his concerns about this major dedication. Councilor Caldwell stated there were no checks and balances regarding this dedication, no physical dedication, no audit of the interest that's being charged, and no justification as to what the costs are, and it's not understood why this practice continues.

MOTION: Councilor Wittman **SECOND:** Councilor Turner **PASSED:** 2-1

VOTING NAY: 1 Councilor Caldwell

ABSTAINED: 1 Councilor Stagg

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)

Mayor Stanek made a recommendation to Village Council to appoint Marlene Salazar as the Village Clerk, once approved Marlene Salazar was sworn in by Mayor Stanek.

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

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.

No session was held.

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

No report was required.

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

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



Mayor Chris Stanek

Attest:



Village Clerk, Marlene Salazar



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 Lerf 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**

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

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

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

Lodgers Tax:

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

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

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

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
41200	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
5100	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	\$1,652,811.41
FY2021	\$68,159.90	\$74,233.88	\$46,486.94	\$82,049.26	\$89,940.38	\$149,265.06	\$122,193.28	\$251,925.28	\$236,440.15	\$214,210.24	\$289,075.34	\$55,873.27
YTD	\$68,159.90	\$142,393.78	\$188,880.72	\$270,929.98	\$360,870.36	\$510,135.42	\$632,328.70	\$884,253.98	\$1,120,694.13	\$1,334,904.37	\$1,623,979.71	\$1,679,852.98
FY2022	\$68,717.19	\$41,194.60	\$84,767.28	\$114,462.17	\$87,852.52	\$130,134.55	\$101,812.08	\$288,224.10	\$264,254.52	\$288,432.00	\$387,016.42	\$60,037.50
YTD	\$68,717.19	\$109,911.79	\$194,679.07	\$309,141.24	\$396,993.76	\$527,128.31	\$628,940.39	\$917,164.49	\$1,181,419.01	\$1,469,851.01	\$1,856,867.43	\$1,916,904.93
FY2023	\$54,648.70	\$35,075.40	\$68,454.10	\$80,723.22	\$126,212.90	\$125,573.69	\$142,615.65	\$296,312.84	\$293,244.12	\$267,784.55	\$346,834.02	\$55,904.39
YTD	\$54,648.70	\$89,724.10	\$158,178.20	\$238,901.42	\$365,114.32	\$490,688.01	\$633,303.66	\$929,616.50	\$1,222,860.62	\$1,490,645.17	\$1,837,479.19	\$1,893,383.58
FY2024	\$77,579.64	\$40,289.61	\$88,554.84	\$140,391.56	\$171,645.23	\$176,712.83	\$77,799.85	\$311,401.34	\$335,799.64	\$268,969.17	\$328,037.21	\$90,293.01
YTD	\$77,579.64	\$117,869.25	\$216,424.09	\$356,815.65	\$528,460.88	\$705,173.71	\$782,973.56	\$1,094,374.90	\$1,430,174.54	\$1,699,143.71	\$2,027,180.92	\$2,117,473.93
FY2025	\$70,564.27	\$47,044.25	\$129,587.46	\$106,414.29	\$74,152.37	\$137,549.12	\$127,474.28	\$283,310.29	\$230,799.30	\$229,050.49		
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

Lodger's Tax

LODGERS' TAX

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

CURRENT RATE = 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		

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

FY2024 & FYTD2025 TIDD GRT Distribution

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

7/18/2024	64,262.72	47,566.30	(1,209.51)		110,619.51	8,360.12	14,829.97	70,564.27
8/22/2024	72,423.92	53,606.76	(1,363.11)		124,667.57	8,360.12	13,204.43	47,044.25
9/18/2024	191,801.51	141,971.22	(3,609.95)		330,162.78	8,360.12	34,036.94	129,587.46
10/28/2024	94,325.03	69,819.16	(1,775.32)		162,368.87	8,360.12	21,629.97	106,414.29
11/22/2024	55,069.19	40,761.98	(1,036.47)		94,794.70	8,306.12	14,241.64	74,152.37
12/18/2024	83,749.24	62,010.66	(1,576.27)		144,183.63	8,306.12	23,816.10	137,549.12
1/17/2025	95,545.35	70,720.91	(1,798.29)		164,467.97	8,306.12	23,975.66	127,474.28
2/18/2024	217,354.32	160,883.52	(4,090.88)		374,146.96	8,306.12	52,673.04	283,310.29
3/20/2025	143,145.84	105,936.68	(2,694.18)		246,388.34	8,306.12	39,564.71	230,799.30
4/17/2025	159,104.48	117,765.52	(2,994.55)		273,875.45	8,306.12	41,005.33	229,050.49

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

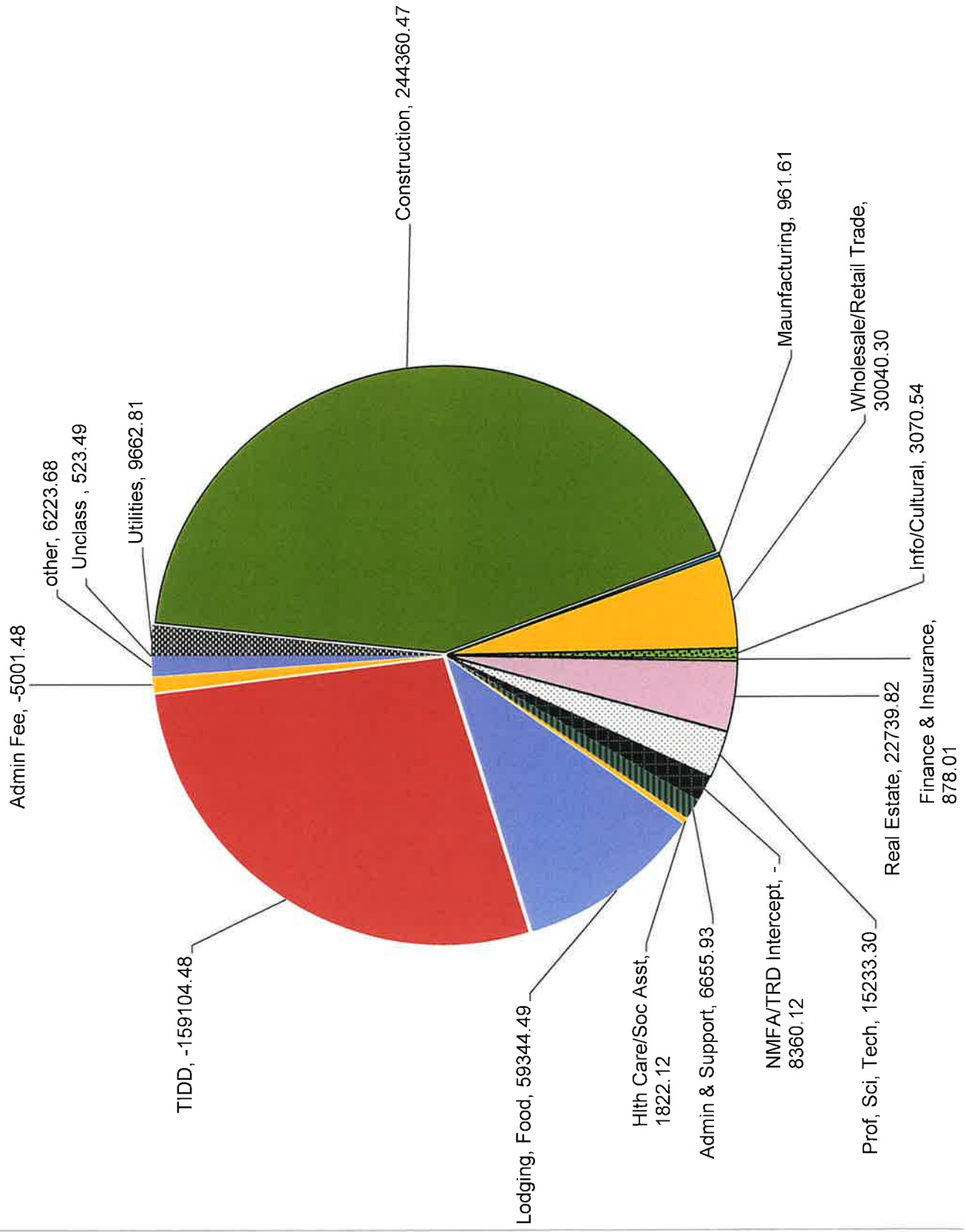
Village Baseline

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

Village of Taos Ski Valley

Gross Receipts Distribution collected for 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.

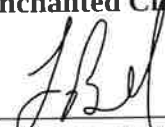
21. Counterparts: This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

29 May 2025

**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 of \$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	Reaming 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	\$ 49,047.98



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
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1 - 1	Create a trail and green space plan.	1.00	EA	\$94,600.00	\$94,600.00	03/12/2025
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41900-21140-ZI5075-547400- - - -92424-I5075

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:

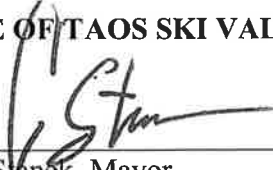
Rocky Mountain Youth Corps
Attn. Conservation Program Coordinator
PO Box 1960
Ranchos de Taos, New Mexico 87557

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 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



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.		1.00	EA	\$94,600.00	\$94,600.00	03/12/2025	
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41900-21140-ZI5075-547400- - - -92424-I5075

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

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.		1.00	EA	\$94,600.00	\$94,600.00	03/12/2025	
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41900-21140-ZI5075-547400- - - -92424-I5075

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](#)

Fund	Transfers in	Transfers out	Net		cash beg bal	revs	net trans	exp	balance
206 EMS	139,000.00	0.00	139,000.00		170,000.00	0.00	139,000.00	651,963.00	1,937.00
211 LE Prot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101,000.00	0.00
212 LERF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,750.00	0.00
213 LERR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
214 Lodgers Tax	200,000.00	(257,000.00)	(57,000.00)	50,000.00	50,000.00	650,000.00	(57,000.00)	617,000.00	26,000.00
216 Streets	1,190,000.00	0.00	1,190,000.00	150,000.00	150,000.00	408,935.00	1,190,000.00	1,708,282.00	40,653.00
217 Parks/Rec	202,400.00	0.00	202,400.00	110,100.00	110,100.00	0.00	202,400.00	304,000.00	8,500.00
218 NFL Grant	200,000.00	(200,000.00)	0.00	500.00	500.00	207,541.00	0.00	207,541.00	500.00
280 Canibus	0.00	(20,000.00)	(20,000.00)	34.00	34.00	25,000.00	(20,000.00)	15.00	5,019.00
403 Debt Service & Reserves	657,308.00	0.00	657,308.00	1,500,000.00	1,500,000.00	600.00	657,308.00	302,000.00	1,855,908.00
501 Water Ent	50,000.00	(116,454.00)	(66,454.00)	139,000.00	139,000.00	443,300.00	(66,454.00)	418,813.00	97,033.00
502 Solid Waste Enterprise	0.00	0.00	0.00	155,000.00	155,000.00	84,000.00	0.00	214,686.00	24,314.00
503 Wastewater Ent	50,000.00	(277,120.00)	(227,120.00)	280,000.00	280,000.00	971,900.00	(227,120.00)	736,004.00	288,776.00
516 Fire Enterprise	50,000.00	(50,000.00)	0.00	50,000.00	50,000.00	445,000.00	0.00	444,446.00	50,554.00
528 Village Apartments	61,000.00	0.00	61,000.00	140,000.00	140,000.00	6,000.00	61,000.00	169,500.00	37,500.00
209 Fire Protection Fund	0.00	(71,000.00)	(71,000.00)	300,000.00	300,000.00	250,000.00	(71,000.00)	474,122.00	4,878.00
210 Fire Protection DS Fund	59,000.00	0.00	59,000.00	1,000.00	1,000.00	2,000.00	59,000.00	58,418.00	3,582.00
110 General op	635,000.00	(2,883,786.00)	(2,248,786.00)	2,000,000.00	2,000,000.00	3,344,561.00	(2,248,786.00)	2,059,523.40	1,036,251.60
111 Law Enforcement	615,898.00	(27,000.00)	588,898.00	0.00	0.00	0.00	588,898.00	588,898.00	0.00
112 General Reserves	250,000.00	(800,000.00)	(550,000.00)	1,246,257.00	1,246,257.00	4,000.00	(550,000.00)	100.00	700,157.00
113 KC Undergrounding	20,000.00	(20,000.00)	0.00	100.00	100.00	70,000.00	0.00	70,000.00	100.00
114 TML DS	69,162.00	0.00	69,162.00	96,559.00	96,559.00	3,600.00	69,162.00	69,162.00	100,159.00
534 O&M Reserve	50,000.00	(100,000.00)	(50,000.00)	477,350.00	477,350.00	0.00	(50,000.00)	0.00	427,350.00
535 Water Dep	944,978.00	0.00	944,978.00	700,000.00	700,000.00	2,187,770.00	944,978.00	3,342,191.00	490,557.00
536 Sewer Dep	701,288.00	0.00	701,288.00	267,361.00	267,361.00	20.00	701,288.00	716,388.00	252,281.00
537 CWSRF Loan CD Accounts	0.00	0.00	0.00	234,854.00	234,854.00	12,060.00	0.00	60.00	246,854.00
290 Vol Fire Donations	0.00	0.00	0.00	10,635.00	10,635.00	200.00	0.00	8,510.00	2,325.00
291 Vol EMS Donations	0.00	0.00	0.00	36,345.00	36,345.00	1,000.00	0.00	30,500.00	6,845.00
292 Parks Rc DIF	0.00	(190,400.00)	(190,400.00)	190,000.00	190,000.00	6,200.00	(190,400.00)	0.00	5,800.00
293 Water Sys Dev DIF	0.00	(290,000.00)	(290,000.00)	293,000.00	293,000.00	7,000.00	(290,000.00)	0.00	10,000.00
294 Wastewater Sys Dev DIF	0.00	(300,000.00)	(300,000.00)	315,000.00	315,000.00	8,600.00	(300,000.00)	0.00	23,600.00
296 Public Safety (LE/EMS) DIF	0.00	(172,274.00)	(172,274.00)	197,000.00	197,000.00	8,600.00	(172,274.00)	0.00	33,326.00
297 Roads DIF	0.00	(370,000.00)	(370,000.00)	370,000.00	370,000.00	7,400.00	(370,000.00)	0.00	7,400.00
Totals	6,145,034.00	(6,145,034.00)	0.00	9,480,095.00	9,480,095.00	9,624,937.00	0.00	13,316,872.40	5,788,158.60

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	PCNT	FY26 Proposed Budget
Transfers Out					
110-0001-61200	Transfer to 501	225,000.00	5,000.00	2.22%	50,000.00
110-0001-61200	Transfer to 503	110,000.00	0.00	0.00%	50,000.00
110-0001-61200	Transfer to 111	520,406.00	356,337.77	68.47%	532,624.00
110-0001-61201	Transfer to 114	163,181.41	145,891.00	89.40%	69,162.00
110-0001-61200	Transfer to 216 for Roads	400,000.00	35,000.00	8.75%	400,000.00
110-0001-61200	Transfer to 216 for Roads GRT 7%	220,000.00	84,482.70	38.40%	220,000.00
110-0001-61200	Transfer to 535 for Water GRT 7%	220,000.00	84,482.70	38.40%	220,000.00
110-0001-61200	Transfer to 206	50,000.00	0.00	0.00%	50,000.00
110-0001-61200	Transfer to 534 O&M Reserve	50,000.00	0.00	0.00%	50,000.00
110-0001-61200	Transfer to 112 Gen Reserve	250,000.00	0.00	0.00%	250,000.00
110-0001-61200	Transfer to Lodgers Tax / Loan	0.00	0.00		200,000.00
110-0001-61200	Transfer to 403 HH USDA Loan pmt	572,577.00	217,405.93	37.97%	472,577.00
110-0001-61200	Transfer to 403 HH USDA Asset Reserve	27,423.00	20,566.53	75.00%	27,423.00
110-0001-61200	Transfer to 528 Apts Gen Rent 1 office	12,000.00	9,000.00	75.00%	12,000.00
110-0001-61200	Transfer to 528 Apts shortfalls	10,000.00	0.00	0.00%	10,000.00
110-0001-61200	Transfer out to 218 NFL Grant	340,000.00	0.00	0.00%	200,000.00
110-0001-61200	Transfer out to 516 Fire Enterprise	50,000.00	0.00	0.00%	50,000.00
110-0001-61200	Transfer out to 113 tmp Loan from 110	0.00	0.00	#DIV/0!	20,000.00
Total Transfers Out		3,220,587.41	958,166.63		2,883,786.00

Expenses Gov body					
110-1001-51010	SALARIES - ELECTED OFFICIALS	34,140.00	26,261.40	76.92%	34,140.00
110-1001-52010	FICA - REGULAR	2,117.00	1,627.80	76.89%	2,117.00
110-1001-52011	FICA - MEDICARE	496.00	380.80	76.77%	496.00
110-1001-53010	TRAVEL - ELECTED OFFICIALS	2,000.00	633.89	31.69%	2,000.00
110-1001-57050	EMPLOYEE TRAINING	2,000.00	470.00	23.50%	2,000.00
Total Gov Body		40,753.00	29,373.89	72.08%	40,753.00

110 General Fund

P. 2

LAW ENFORCEMENT 111

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue		3/31/2025		
	Beginning Balance	0.00	0.00		0.00
	Transfers In				
111-0001-61100	Transfer in from 296 PS DIF (1/2 prior ord bal)	89,000.00	5,727.70	6.44%	83,274.00
111-0001-61100	Transfer in from 110 Gen Fund	520,406.00	356,337.77	68.47%	532,624.00
	Total Transfers in	609,406.00	362,065.47	59.41%	615,898.00
	Transfers Out				
111-0001-61200	Tranfer to 528 Apts Gen Rent 1 apt	33,000.00	21,750.00	65.91%	27,000.00
	Total Transfers Out	33,000.00	21,750.00	65.91%	27,000.00

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL	PCNT	FY26 Proposed Budget
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LAW ENFORCEMENT

111-3001-51020	SALARIES - FULL-TIME POSITIONS	280,099.00	218,350.54	77.95%	310,656.00
111-3001-51060	SALARIES - OVERTIME	6,300.00	5,324.72	84.52%	2,650.00
111-3001-52010	FICA - REGULAR	17,757.00	13,808.71	77.76%	19,425.00
111-3001-52011	FICA - MEDICARE	4,153.00	3,229.54	77.76%	4,543.00
111-3001-52020	RETIREMENT	33,841.00	24,960.72	73.76%	38,744.00
111-3001-52030	HEALTH AND MEDICAL PREMIUMS	54,942.00	36,906.82	67.17%	61,311.00
111-3001-52040	LIFE INSURANCE PREMIUMS	267.00	242.72	90.91%	394.50
111-3001-52050	DENTAL INSURANCE PREMIUMS	3,263.00	2,340.41	71.73%	3,717.00
111-3001-52060	VISION INSURANCE MEDICAL PREMI	574.00	413.79	72.09%	657.00
111-3001-52080	OTHER INSURANCE PREMIUMS	455.00	319.41	70.20%	452.50
111-3001-52120	WORKERS' COMPENSATION (SELF IN	1,790.00	1,789.36	99.96%	1,552.00
111-3001-52999	OTHER EMPLOYEE BENEFITS	2,000.00	680.88	34.04%	2,000.00
111-3001-53030	TRAVEL - EMPLOYEES	2,500.00	0.00	0.00%	1,500.00
111-3001-54010	MAINTENANCE & REPAIRS - BUILDI	1,000.00	0.00	0.00%	100.00
111-3001-54040	MAINTENANCE & REPAIRS - VEHICL	4,500.00	0.00	0.00%	4,500.00
111-3001-55020	CONTRACT - ATTORNEY FEES	1,400.00	0.00	0.00%	1,000.00
111-3001-55030	CONTRACT - PROFESSIONAL SERVIC	5,000.00	3,780.36	75.61%	5,000.00
111-3001-56010	SOFTWARE	3,000.00	2,698.50	89.95%	2,000.00
111-3001-56020	SUPPLIES - GENERAL OFFICE	3,000.00	531.37	17.71%	1,000.00
111-3001-56040	SUPPLIES - FURNITURE/FIXTURES/	5,000.00	3,029.20	60.58%	1,000.00
111-3001-56090	SUPPLIES - SAFETY	1,500.00	0.00	0.00%	1,000.00
111-3001-56120	SUPPLIES - VEHICLE FUEL	20,000.00	8,246.77	41.23%	15,000.00
111-3001-57050	EMPLOYEE TRAINING	2,500.00	0.00	0.00%	1,500.00
111-3001-57150	SUBSCRIPTIONS & DUES	100.00	0.00	0.00%	100.00
111-30+A4201-57160	TELECOMMUNICATIONS	4,000.00	3,049.30	76.23%	4,000.00
111-3001-57999	OTHER OPERATING COSTS	10,615.00	10,612.35	99.98%	21,722.00
111-3001-58080	Vehicles	17,850.00	0.00		100.00
111-3001-58999	OTHER CAPITAL PURCHASES	89,000.00	0.00	0.00%	83,274.00
	Total LE Exp	576,406.00	340,315.47		588,898.00

0

0

Total Expenses & Transfers out

609,406.00

362,065.47

615,898.00

Net Income

0.00

0.00

0.00

Fund Balance

0.00

0.00

0.00

UNDERGROUND ELECTRIC-GFRR 113					
Account	Description	FY25 Adjusted Budget	FY25 ACTUAL	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue		3/31/2025		
	Beginning Balance	406,227.00	406,226.79		100.00
113-0001-41100	FRANCHISE TAX	80,000.00	48,325.53	60.41%	70,000.00
	Total Revs	80,000.00	48,325.53		70,000.00
TRANSFERS	Transfers In				
113-0001-61100	Transfer in Loan from 110	0.00	0.00		20,000.00
	Total BB, Revs, Transfers in	486,227.00	454,552.32		90,100.00
	Transfers Out				
113-0001-61200	Transfer out repay Loan from 110	0.00	0.00	#DIV/0!	20,000.00
113-2002-55020	CONTRACT - ATTORNEY FEES	10,000.00	0		10,000.00
113-2002-55030	CONTRACT - PROFESSIONAL SERVIC	320,000.00	73,730.59	23.04%	30,000.00
113-2002-56999	SUPPLIES - OTHER	100,000.00	0	0.00%	30,000.00
	Total KC UG Exp	430,000.00	73,730.59		70,000.00
	Net Income	-350,000.00	-25,405.06		0.00
	Fund Balance	56,227.00	380,821.73		100.00

EMERGENCY SERVICES 206

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	PCNT
Caselle acct #	Revenue			
	Beginning Balance	249,188.00	249,188.33	

**FY26
Proposed Budget****170,000.00**

206-0001-46900	MISCELLANEOUS - OTHER	300,000.00	239,969.04
206-0001-47090	State - EMS Grant (DOH)	7,000.00	7,000.00
206-0001-47300	Legislative Appropriation	70,000.00	32,147.88
Total Revs		377,000.00	279,116.92

79.99%

100.00%

300,000.00
7,000.00
37,900.00
344,900.00

TRANSFERS Transfers In

206-0001-61100	Transfer in from 296 PS DIF (1/2 prior ord bal)	89,000.00	0
206-0001-61100	Transfer in from 296 PS DIF (new ordinance)	400,000.00	365,962.35
206-0001-61100	Transfer in from 110 Gen Ops as needed	50,000.00	0.00
Total Transfers in		539,000.00	365,962.35

89,000.00
0.00
50,000.00
139,000.00

Total BB, Revs, Transfers in	1,165,188.00	894,267.60
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653,900.00**Transfers Out**

206-0001-61200	Transfer to 528 Apts Gen Rent office	0.00	0.00
Total Transfers Out		0.00	0.00

0.00
0.00

EMS PI

FIRE PROTECTION 209

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	FY26 Proposed Budget
Caselle acct #	Revenue		PCNT	
	Beginning Balance	332,203.00	332,203.13	300,000.00

209-0001-46030	INTEREST INCOME	0.00	0.00	#DIV/0!	0.00
209-0001-47100	STATE - FIRE MARSHALL ALLOTMEN	250,000.00	251,933.00	100.77%	250,000.00
	Total Revs	250,000.00	251,933.00		250,000.00

TRANSFERS

209-0001-61100	Transfer in from 210	125,796.00	125,795.61	100.00%	0.00
	Total Tranfers in	125,796.00	125,795.61	100.00%	0.00

Total BB, Revs, Transfers in	707,999.00	709,931.74	550,000.00
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Transfers Out

209-0001-61200	Tranfer to 528 Apts Gen Rent office	12,000.00	9,000.00		12,000.00
209-0001-61200	Tranfer to 210 DS subtracted form allotment	0.00	0.00		59,000.00
	Total Transfers Out	12,000.00	9,000.00		71,000.00

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	FY26 Proposed Budget
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Expenses

209-3002-53030	TRAVEL - EMPLOYEES	25,000.00	2,137.86	8.55%	10,000.00
209-3002-54010	MAINTENANCE & REPAIRS - BUILDI	5,000.00	0	0.00%	5,000.00
209-3002-54040	MAINTENANCE & REPAIRS - VEHICL	25,000.00	10,775.00	43.10%	25,000.00
209-3002-54050	MAINTENANCE & REPAIR - FURNITU	15,000.00	577.8	3.85%	10,000.00
209-3002-55020	CONTRACT - ATTORNEY FEES	2,000.00	324.57	16.23%	2,000.00
209-3002-55030	CONTRACT - PROFESSIONAL SERVIC	10,000.00	8,943.23	89.43%	20,000.00
209-3002-56010	SOFTWARE	10,072.00	10,072.00	100.00%	9,000.00
209-3002-56020	SUPPLIES - GENERAL OFFICE	15,000.00	8,257.85	55.05%	15,000.00
209-3002-56040	SUPPLIES - FURNITURE/FIXTURES/	58,000.00	366.88	0.63%	25,000.00
209-3002-56090	SUPPLIES - SAFETY	40,000.00	22554.96	56.39%	25,000.00
209-3002-56110	Supplies - Uniforms/Linen	10,000.00	2214.94		10,000.00
209-3002-56120	SUPPLIES - VEHICLE FUEL	10,000.00	7136.34	71.36%	15,000.00
209-3002-57050	EMPLOYEE TRAINING	19,411.00	5,999.94	30.91%	20,000.00
209-3002-57070	INSURANCE - GENERAL LIABILITY/	10,617.00	10,616.14	99.99%	19,822.00
209-3002-57080	POSTAGE	400.00	158.85	39.71%	400.00
209-3002-57150	SUBSCRIPTIONS & DUES	3,000.00	0	0.00%	500.00
209-3002-57160	TELECOMMUNICATIONS	2,400.00	196.65	8.19%	2,400.00
209-3002-57170	UTILITIES - ELECTRICITY	12,000.00	5576.26	46.47%	12,000.00
209-3002-57171	UTILITIES - NATURAL GAS	10,500.00	4681.9	44.59%	15,000.00
209-3002-57172	UTILITIES - PROPANE/BUTANE	5,000.00	2,852.06	57.04%	5,000.00
209-3002-57173	UTILITIES - Water	3,000.00	2,196.84	73.23%	3,000.00
209-3002-58020	EQUIPMENT & MACHINERY	130,000.00	78848.65	60.65%	40,000.00
209-3002-58080	VEHICLES	165,000.00	104513.46	63.34%	100,000.00
209-3002-58999	OTHER CAPITAL PURCHASES	79,700.00	0	0.00%	85,000.00
209-3002-59010	DEBT SERVICE - PRINCIPAL PAYME	0.00	0	#DIV/0!	0.00
209-3002-59020	DEBT SERVICE - INTEREST PAYMEN	0.00	0.00	#DIV/0!	0.00
	Total Expenses	666,100.00	289,002.18		474,122.00

Total Expenses & Transfers out **678,100.00** **298,002.18** **545,122.00**

Net Income **-302,304.00** **79,726.43** **-295,122.00**

Fund Balance **29,899.00** **411,929.56** **4,878.00**

Combo

471,466.76 FB both	8,460.00
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LAW ENFORCEMENT PROTECTION 211

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue	3/31/2025			
	Beginning Balance	0.00	0.00		0.00
211-0001-47110	STATE - LAW ENFORCEMENT PROTEC	101,000.00	101,000.00	100.00%	101,000.00
	Total Revenues	101,000.00	101,000.00		101,000.00
	Total BB &Revs	101,000.00	101,000.00		101,000.00
	Expenses				
211-3001-51050	Salaries - Tempory Position	7,500.00	0		7,500.00
211-3001-53030	Travel - Emloyees	2,000.00	570.88		1,500.00
211-3001-54040	MAINTENANCE & REPAIRS - VEHICL	28,100.00	20,012.36	71.22%	19,500.00
211-3001-56040	SUPPLIES - FURNITURE/FIXTURES/	4,090.00	3,484.76	85.20%	11,000.00
211-3001-56090	SUPPLIES - SAFETY	5,900.00	4492.03	76.14%	2,000.00
211-3001-57050	EMPLOYEE TRAINING	1,000.00	292.00	29.20%	1,500.00
211-3001-58080	VEHICLES	52,410.00	52,410.00	100.00%	55,000.00
211-3001-58999	OTHER CAPITAL PURCHASES	0.00	0	#DIV/0!	3,000.00
	Total Expenses	101,000.00	81,262.03		101,000.00
	Net Income	0.00	19,737.97		0.00
	Fund Balance	0.00	19,737.97		0.00

LAW ENFORCEMENT RETENTION 213

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue				
	Beginning Balance	0.00	0.00		0.00
213-0001-47120	STATE - LAW ENFORCEMENT APPROP	4,468.00	0.00	0	5,000.00
	Total Revenues	4,468.00	0.00		5,000.00
	Expenses				
213-3001-51020	SALARIES - FULL TIME POSITIONS	4,468.00	0.00	0	5,000.00
	Total Expenses	4,468.00	0.00		5,000.00
	Net Income	0.00	0.00		0.00
	Fund Balance	0.00	0.00		0.00

MUNICIPAL STREET 216

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	PCNT	FY26 Proposed Budget
Casele acct #	Revenue				
	Beginning Balance	151,215.00	151,215.66		150,000.00
Revenues					
216-0001-42300	GAS TAX FOR GENERAL PURPOSES	5,000.00	3,913.34	78.27%	5,000.00
216-0001-42601	MOTOR VEHICLE FEES	21,000.00	16,975.83	80.84%	21,000.00
216-0001-46900	MISCELLANEOUS - OTHER	500.00	0.95	0.19%	100.00
216-0001-47300	Legislative Appropriation	20,000.00	0		0.00
expires June 25	Cap Outlay Twining #2 remaining \$20,000				
216-0001-47499	OTHER STATE GRANTS	302,983.00	104,702.25		
expires Dec 24	Road Coop 23/24 L500533 104,702.25				
expires Dec 25	Road Coop 24/25 L500578 69,554				69,554.00
	Road Coop 25/26 not awarded yet				
	MAP June 22 L500522 \$84,540 ext #2 of 2 to 6/26				84,540.00
drainage upper	MAP June 23 L500564 \$113,741 ext #1 of 2 to 6/26				113,741.00
twining, Zaps	MAP June 24 L500609 \$115,000 expires 6/26				115,000.00
	MAP June 25 not awarded yet				
	Total Revenues	349,483.00	125,592.37		408,935.00
TRANSFERS					
Transfers In					
216-0001-61100	Transfer in from 297 DIF new ord collected	350,000.00	0.00	0.00%	370,000.00
216-0001-61100	Transfer in from 112 Gen Res for maint/ Equip	100,000.00	0.00	0.00%	100,000.00
216-0001-61100	Transfer in from 534 OM Res for maint/ Equip	100,000.00	0.00	0.00%	100,000.00
216-0001-61100	Transfer in from Gen 110 for Roads GRT 7%	220,000.00	84,482.70	38.40%	220,000.00
216-0001-61100	Transfer in from Gen 110 for shortfalls	400,000.00	35,000.00	8.75%	400,000.00
	Total Transfers In	1,170,000.00	119,482.70		1,190,000.00
	Total BB, Revs, Transfers in	1,670,698.00	396,290.73		1,748,935.00

streets p.1

RECREATION PARKS) 217

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue				
	Beginning Balance	20,768.00	20,767.71		110,100.00
Revenues					
217-0001-47499	Other State Grants	94,600.00	0.00	0.00%	0.00
	Total Revenues	94,600.00	0.00		0.00
	Total BB &Revs	115,368.00	20,767.71		110,100.00
TRANSFERS					
Transfers In					
217-0001-61100	Transfer in from 292 DIF pre ord	70,400.00	0.00	0.00%	70,400.00
217-0001-61100	Transfer in from 292 DIF new ord	150,000.00	12,166.75	8.11%	120,000.00
217-0001-61100	Tranfer in from LT Quartely pmts	15,000.00	11,250.00	75.00%	12,000.00
	Total Transfers In	235,400.00	23,416.75		202,400.00
	Total BB, Revs, Transfers in	256,168.00	44,184.46	17.25%	312,500.00
Expenses					
217-4003-55030	CONTRACT - PROFESSIONAL SERVIC	10,000.00	5,906.25	59.06%	12,000.00
217-4003-56020	SUPPLIES - GENERAL OFFICE	5,000.00	291.64	5.83%	5,000.00
217-4003-56040	SUPPLIES - FURNITURE/FIXTURES/	5,000.00	5,000.00		2,000.00
217-4003-58999	OTHER CAPITAL PURCHASES	315,000.00	12,166.75	3.86%	285,000.00
	Total Expenses	335,000.00	23,364.64	6.97%	304,000.00
Total Expenses & Transfers out		335,000.00	23,364.64		304,000.00
Net Income		-5,000.00	52.11		-101,600.00
Fund Balance		15,768.00	20,819.82		8,500.00

CANNABIS REGULATION ACT 280

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	PCNT
Caselle acct #	Revenue			
	Beginning Balance	34.00	34.11	

**FY26
Proposed Budget****34.00****Revenues**

280-0001-42700	CANNABIS EXCISE TAX	25,000.00	0
	Total Revenues	25000.00	0.00

0.00%

25,000.00
25,000.00

Transfers Out

280-0001-61200	Tranfer to 110 s Gen Op Acout	20,000.00	0.00
	Total Transfers Out	20,000.00	0.00

20,000.00
20,000.00

Expenses

280-2002-57999	OTHER OPERATING COSTS	15.00	0
	Total Expenses	15.00	0

0.00%

15.00
15.00

Total Expenses & Transfers out 20,015.00 0.00**20,015.00****Net Income 4,985.00 0.00****4,985.00****Fund Balance 5,019.00 34.11****5,019.00**

EMS DONATIONS 291

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue				
	Beginning Balance	38,354.00	38,354.24		36,345.00

Revenues

291-0001-46010	CONTRIBUTIONS/DONATIONS	4,000.00	0.00	0.00%	1,000.00
	Total Revenues	4,000.00	0.00		1,000.00
	Total BB, Revs, Transfers in	42,354.00	38,354.24		37,345.00

Expenses

291-2002-53030	TRAVEL - EMPLOYEES	250.00	0.00	0.00%	250.00
291-2002-54050	MAINTENANCE & REPAIR - FURNITU	500.00	0.00	0.00%	500.00
291-2002-55030	CONTRACT - PROFESSIONAL SERVIC	5,000.00	0.00	0.00%	5,000.00
291-2002-56020	SUPPLIES - GENERAL OFFICE	5,000.00	0.00	0.00%	5,000.00
291-2002-56040	SUPPLIES - FURNITURE/FIXTURES/	7,750.00	0.00	0.00%	7,750.00
291-2002-56999	SUPPLIES - OTHER	5,000.00	2,008.90	40.18%	5,000.00
291-2002-57050	EMPLOYEE TRAINING	1,000.00	0.00	0.00%	1,000.00
291-2002-58020	EQUIPMENT & MACHINERY	6,000.00	0.00	0.00%	6,000.00
	Total Expenses	30,500.00	2,008.90		30,500.00

Total Expenses & Transfers out	30,500.00	2,008.90	30,500.00
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Net Income	-26,500.00	-2,008.90	-29,500.00
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Fund Balance	11,854.00	36,345.34	6,845.00
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WATER SYSTEM DEV IMPACT FEE 293

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue				
	Beginning Balance	290,282.00	290,281.97		293,000.00
	Revenues				
293-0001-44270	IMPACT FEES	30,000.00	1,224.06	4.08%	5,000.00
293-0001-46030	INTEREST INCOME	2,000.00	1,447.48	72.37%	2,000.00
	Total Revenues	32,000.00	2,671.54		7,000.00
	Total BB, Revs, Transfers in	322,282.00	292,953.51		300,000.00
293-0001-61200	Transfer out to 535 DIF new ord	300,000.00	0	0.00%	290,000.00
293-0001-61200	Total transfers Out	300,000.00	0.00		290,000.00
	Total Expenses	300,000.00	0.00		290,000.00
Total Expenses & Transfers out		300,000.00	0.00		290,000.00
Net Income		-268,000.00	2,671.54		-283,000.00
Fund Balance		22,282.00	292,953.51		10,000.00

DPS IMPACT FEE 296				PCNT	FY26 Proposed Budget
Account	Description	FY25 Adjusted Budget	FY25 ACTUAL		
Caselle acct #	Revenue	3/31/2025			
	Beginning Balance	555,999.00	555,999.31		197,000.00
Revenue					
296-0001-44270	IMPACT FEES	30,000.00	10,763.46	35.88%	5,000.00
296-0001-46030	INTEREST INCOME	3,600.00	2,148.94	59.69%	3,600.00
	Total Revenues	33,600.00	12,912.40		8,600.00
	Total BB, Revs, Transfers in	589,599.00	568,911.71		205,600.00
Transfers out					
296-0001-61200	Transfer out to 111/206 % DIF pre ord	178,000.00	5,727.70	3.22%	172,274.00
296-0001-61200	Transfer out to 206 DIF new ord	400,000.00	365,962.35	91.49%	0.00
296-0001-61200	Total Transfers Out	578,000.00	371,690.05		172,274.00
	Total Expenses	578,000.00	371,690.05		172,274.00
Total Expenses & Transfers out		578,000.00	371,690.05		172,274.00
Net Income		-544,400.00	-358,777.65		-163,674.00
Fund Balance		11,599.00	197,221.66		33,326.00

OTHER REVENUE BOND DEBT SERV (USDA LOAN) 403

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue				
	Beginning Balance	1,197,097.00	1,197,096.44		1,500,000.00
Revenues					
403-0001-46030	INTEREST INCOME	500.00	462.78	92.56%	600.00
	Total Revenues	500.00	462.78		600.00

Transfers In

403-0001-61100	Transfer from 110 HH USDA Loan pmt	572,577.00	217,405.93	37.97%	472,577.00
403-0001-61100	Transfer from 110 HH USDA Asset Reserve	27,423.00	20,566.53	75.00%	27,423.00
403-0001-61100	Transfer from 501 DS USDA	31,476.00	23,607.00	75.00%	31,476.00
403-0001-61100	Transfer from 503 DS USDA	125,832.00	94,374.00	75.00%	125,832.00
	Total Transfers in	757,308.00	355,953.46	47.00%	657,308.00
	Total BB, Revs, Transfers in	1,954,905.00	1,553,512.68		2,157,908.00

Expenses

403-2002-59010	DEBT SERVICE - PRINCIPAL PAYME	132,000.00	92,568.37	70.13%	132,000.00
403-2002-59020	DEBT SERVICE - INTEREST PAYMEN	155,000.00	122,333.63	78.92%	170,000.00
	Total Expenses	287,000.00	214,902.00		302,000.00

Net Income

470,808.00

141,514.24

355,908.00

Fund Balance

1,667,905.00

1,338,610.68

1,855,908.00

WATER ENTERPRISE 501

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL	PCNT	FY26 Proposed Budget
Expenses					
501-6003-51020	SALARIES - FULL-TIME POSITIONS	138,162.00	75,925.88	54.95%	136,023.00
501-6003-51060	SALARIES - OVERTIME	10,000.00	6,205.32	62.05%	8,000.00
501-6003-52010	FICA - REGULAR	9,187.00	4,981.99	54.23%	8,930.00
501-6003-52011	FICA - MEDICARE	2,149.00	1,165.11	54.22%	2,089.00
501-6003-52020	RETIREMENT	13,000.00	8,055.32	61.96%	15,271.00
501-6003-52030	HEALTH AND MEDICAL PREMIUMS	27,339.00	22,841.09	83.55%	55,015.00
501-6003-52040	LIFE INSURANCE PREMIUMS	137.00	132.42	96.66%	293.00
501-6003-52050	DENTAL INSURANCE PREMIUMS	1,746.00	1,522.28	87.19%	4,184.00
501-6003-52060	VISION INSURANCE MEDICAL PREMI	308.00	263.61	85.59%	731.00
501-6003-52080	OTHER INSURANCE PREMIUMS	600.00	173.7	28.95%	400
501-6003-52120	WORKERS' COMPENSATION (SELF IN	1,120.00	1,118.27	99.85%	1,216.00
501-6003-52999	OTHER EMPLOYEE BENEFITS	1,000.00	0	0.00%	1,000.00
501-6003-53030	TRAVEL - EMPLOYEES	3,000.00	0	0.00%	3,000.00
501-6003-54050	MAINTENANCE & REPAIR - FURNITU	12,000.00	9329.55	77.75%	20,000.00
501-6003-55020	CONTRACT - ATTORNEY FEES	500.00	0	0.00%	500
501-6003-55030	CONTRACT - PROFESSIONAL SERVIC	20,000.00	16,825.68	84.13%	20,000.00
501-6003-56010	SOFTWARE	8,400.00	7985.52	95.07%	11,000.00
501-6003-56020	SUPPLIES - GENERAL OFFICE	12,000.00	2,420.95	20.17%	12,000.00
501-6003-56040	SUPPLIES - FURNITURE/FIXTURES/	6,000.00	1,387.06	23.12%	6,000.00
501-6003-56090	SUPPLIES - SAFETY	1,500.00	744.67	49.64%	1,500.00
501-6003-56999	SUPPLIES - OTHER	500.00	127.07	25.41%	500
501-6003-57050	EMPLOYEE TRAINING	6,800.00	4435.75	65.23%	6,800.00
501-6003-57070	INSURANCE - GENERAL LIABILITY/	40,415.00	40,412.89	99.99%	69,461.00
501-6003-57080	POSTAGE	500.00	216	43.20%	500
501-6003-57150	SUBSCRIPTIONS & DUES	800.00	140.31	17.54%	800
501-6003-57160	TELECOMMUNICATIONS	11,838.00	2,277.55	19.24%	17,000.00
501-6003-57170	UTILITIES - ELECTRICITY	15,000.00	8,665.18	57.77%	15,000.00
501-6003-57171	UTILITIES - NATURAL GAS	100.00	0	0.00%	100
501-6003-57999	OTHER OPERATING COSTS	1,162.00	854.3	73.52%	1,500.00
Total Expenses		345,263.00	218,207.47		418,813.00
Total Expenses & Transfers out		524,217.00	241,814.47		535,267.00
Net Income		44,383.00	64,921.52		-41,967.00
Fund Balance		108,409.00	128,947.39		97,033.00

WATER ENT. P. 2

WASTEWATER/SEWER ENTERPRISE 503

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue		3/31/2025		
	Beginning Balance	299,994.00	299,993.94		280,000.00
Revenues					
503-0001-41250	Gross Receipts Tax - Municipal	202,500.00	0.00		0.00
503-0001-42401	GRT SHARED - MUNICIPAL EQUIVAL	135,000.00	0.00		0.00
503-0001-44230	UTILITY SERVICE FEES	920,000.00	545,100.09	59.25%	969,600.00
503-0001-44240	Utility Connection Fees	1,000.00	1,624.50		1,600.00
503-0001-44990	OTHER CHARGES FOR SERVICES	100.00	502.19	502.19%	100.00
503-0001-46900	MISCELLANEOUS - OTHER	900.00	0		600.00
Total Revenue		1,259,500.00	547,226.78		971,900.00
TRANSFERS					
503-0001-61100	TRANSFERS IN from 110	110,000.00	0.00	0.00%	50,000.00
Total Transfers In		110,000.00	0.00		50,000.00
Total BB, Revs, Transfers in		1,669,494.00	847,220.72		1,301,900.00
Transfers Out					
503-0001-61200	Transfer to 110 from GRT as needed	337,500.00	0.00	0.00%	50,000.00
503-0001-61200	Transfer to 536 for WWTP#1438049	101,288.00	101,288.00		101,288.00
503-0001-61200	Transfer to 403 DS USDA	125,832.00	94,374.00		125,832.00
Total Tranfers Out		564,620.00	195,662.00		277,120.00

Waste water Ent p.1

FIRE ENTERPRISE 516 (Wildland Coordinatoer &Supplies)

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025
Caselle acct #	Revenue		
	Beginning Balance	32,089.00	32,089.05

PCNT

FY26 Proposed Budget
50,000.00

516-0001-46050	Joint Power Agreements Income	85,000.00	77,521.65
516-0001-47499	Other State Grants	90,000.00	44,995.58
	Total Revs	175,000.00	122,517.23

91.20%

400,000.00
45,000.00
445,000.00

50.00%

TRANSFERS		Transfers In	
516-0001-61100	Transfer in from 110 GEN OP	50,000.00	0.00
	Total Transfers in	50,000.00	0.00

50,000.00
50,000.00

Total BB, Revs, Transfers in	257,089.00	154,606.28
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545,000.00

Transfers Out

516-0001-61200	Tranfer out to 110 GEN OP	50,000.00	50,000.00
	Total Transfers Out	50,000.00	50,000.00

50,000.00
50,000.00

Expenses

516-3002-51040	Salaries - Part-Time Positions	34,000.00	8,820.46
516-3002-51060	Salaries - Overtime	8,000.00	1,816.33
516-3002-52010	FICA - REGULAR	2,700.00	658.38
516-3002-52011	FICA - MEDICARE	615.00	153.96
516-3002-52020	RETIREMENT	2,300.00	564.08
516-3002-52030	HEALTH AND MEDICAL PREMIUMS	180.00	0.00
516-3002-52040	LIFE INSURANCE PREMIUMS	20.00	7.05
516-3002-52050	DENTAL INSURANCE PREMIUMS	50.00	0.00
516-3002-52060	VISION INSURANCE MEDICAL PREMI	20.00	0.00
516-3002-52080	OTHER INSURANCE PREMIUMS	115.00	29.23
516-3002-53030	TRAVEL - EMPLOYEES	6,500.00	1,247.47
516-3002-55030	CONTRACT - PROFESSIONAL SERVIC	65,000.00	17,328.38
516-3002-56020	SUPPLIES - GENERAL OFFICE	800.00	0.00
516-3002-56030	Supplies -Field Supplies	30,000.00	7,693.67
516-3002-56040	SUPPLIES - FURNITURE/FIXTURES/	3,500.00	164.98
516-3002-56090	SUPPLIES - SAFETY	17,000.00	5,475.09
516-3002-56120	SUPPLIES - VEHICLE FUEL	5,100.00	0.00
516-3002-57050	Employee training	10,000.00	0.00
516-3002-57160	TELECOMMUNICATIONS	100.00	0.00
	Total Expenses	186,000.00	43,959.08

26.66%

25.65%

32.21%

83,984.00
225,675.00
19,199.00
4,491.00
5,540.00
6,629.00
31.00
423.00
74.00
100.00
6,500.00
50,000.00
100.00
22,000.00
3,500.00
15,000.00
100.00
1,000.00
100.00
444,446.00

Total Expenses & Transfers out	236,000.00	93,959.08
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494,446.00

Net Income	-11,000.00	28,558.15
Fund Balance	21,089.00	60,647.20

554.00

50,554.00

FIRE ENTERPRISE

O & M RESERVE

Account	Description	FY25 Adjusted Budget	FY25 ACTUAL 3/31/2025	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue				
	Beginning Balance	477,350.00	477,349.67		477,350.00

TRANSFERS

534-0001-61100	Transfer in from 110	50,000.00	0.00	0.00%	50,000.00
	Total Transfers In	50,000.00	0.00		50,000.00
	Total BB, Revs, Transfers in	527,350.00	477,349.67		527,350.00

534-0001-61200	Transfer Out to Roads equip	100,000.00	0.00	0.00%	100,000.00
	Total Transfers Out	100,000.00	0.00		100,000.00

Net Income	-50,000.00	0.00	-50,000.00
Fund Balance	427,350.00	477,349.67	427,350.00

WATER CAPITAL IMPROVEMENTS RESERVE 535					
Account	Description	FY25 Adjusted Budget	FY25 ACTUAL	PCNT	FY26 Proposed Budget
Expenses					
535-6003-51020	SALARIES - FULL-TIME POSITIONS	57,337.00	57,294.70		5,700.00
535-6003-51060	SALARIES - OVERTIME	17,226.00	7,432.42		740.00
535-6003-52010	FICA - REGULAR	4,917.00	3,952.61		400.00
535-6003-52011	FICA - MEDICARE	1,166.00	924.44		94.00
535-6003-52020	RETIREMENT	7,000.00	6,416.77		640.00
535-6003-52030	HEALTH AND MEDICAL PREMIUMS	13,655.00	11,214.82		1,320.00
535-6003-52040	LIFE INSURANCE PREMIUMS	109.00	76.70		12.00
535-6003-52050	DENTAL INSURANCE PREMIUMS	995.00	736.29		96.00
535-6003-52060	VISION INSURANCE MEDICAL PREMI	182.00	130.16		18.00
535-6003-52080	OTHER INSURANCE PREMIUMS	300.00	114.71		50.00
535-6003-54050	MAINTENANCE & REPAIR - FURNITU	200,000.00	4,534.83	440.00%	200,000.00
535-6003-55020	CONTRACT - ATTORNEY FEES	10,000.00	0.00	70.00%	10,000.00
535-6003-55030	CONTRACT - PROFESSIONAL SERVIC	2,075,000.00	101,662.58	1760.00%	1,975,000.00
	WTB Design Contract 1,575,000				
535-6003-56999	SUPPLIES - OTHER	100,000.00	19,367.28	6870.00%	100,000.00
535-6003-58040	INFRASTRUCTURE	2,733,000.00	1,670,633.83	1120.00%	712,750.00
	hydrants 100,000				
	phoenix water line replacement 1.7M				
	booster pump station 2 grants 700,000 (portion of H4297 will be in 56999)				
	kachina water lines state grant 38,000				
	Zenner Meter pilot project 45,000				
	DIF Kachina tank and distribution lines 150,000				
535-6003-58999	OTHER CAPITAL PURCHASES	284,000.00	0.00	0.00%	300,000.00
	13,000 Core and Main Neptune 360 upgrade meter reader & setup				
	4,600 TAK Neptune 360 upgrade software purchase				
535-6003-59010	DEBT SERVICE - PRINCIPAL PAYME	34,350.00	0.00	0.00%	34,436.00
	NMFA WTB Loan #WTB0951 - Debt Repay/Prin \$8,494 FY25				
	NMFA WTB Loan #WTB776 - Debt Repay/Prin \$25,856 FY25				
	NMFA WPF -06322 Loan # - Debt Repay/Prin \$0 FY25				
535-6003-59020	DEBT SERVICE - INTEREST PAYMEN	827.00	0.00	0.00%	935.00
	NMFA WTB Loan #WTB0951 - Debt Repay/Int \$236.52 FY25				
	NMFA WTB Loan #WTB776 - Debt Repay/Int \$390.28				
	NMFA WPF -06322 Loan # - Debt Repay/Int \$168.44 FY25				
	Total Expenses	5,540,064.00	1,884,492.14		3,342,191.00
Net Income		-499,066.00	-90,993.95		-209,443.00
Fund Balance		248,494.00	656,565.74		490,557.00

WATER CAP IMP
Reserve p. 2

CWSRF LOAN BANK ACCTS 537

Account	Description	FY24 Adjusted Budget	FY24 ACTUAL 3/31/2025	PCNT	FY26 Proposed Budget
Caselle acct #	Revenue				
	Beginning Balance	222,854.00	222,853.95		234,854.00
	Revenue				
537-0001-46030	INTEREST INCOME	60.00	19.54	0.16%	60.00
537-0001-46040	INVESTMENT INCOME	12,000.00	8,844.43	73.34%	12,000.00
	Total Revenue	12,060.00	8,863.97		12,060.00
	Expenses				
537-6005-57999	OTHER OPERATING COSTS	60.00	0.00	0.00%	60.00
	Total Expenses	60.00	0.00		60.00
	Net Income	12,000.00	8,863.97		12,000.00
	Fund Balance	234,854.00	231,717.92		246,854.00

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](#)



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ROUTE 150 CORRIDOR ELECTRIC AND FIBER OPTIC

BACKGROUND:

On March 25th, 2025, the Village of Taos Ski Valley received documents from Taos Ski Valley, Inc. for the fourth TIDD project completed at the Village, titled:

“DEDICATION, BILL OF SALE, ASSIGNMENT OF PERMIT RIGHTS THEREFORE AND AGREEMENT FOR ELECTRIC AND FIBER OPTIC IMPROVEMENTS IN THE ROW OF NM HIGHWAY 150”

The following documents were acknowledged as received, reviewed for completeness, accepted, reviewed by the Village Project Review Team, and are herein attached to this report:

1. Bill of Sale – TSVI Dedication of Route 150 Electric
2. Exhibit A to Assignment: Description of Dedicated Improvements – Electric – Fiber Optic
3. Exhibit A to Dedication: Description of Dedicated Improvements – Electric- Fiber Optic
4. Exhibit B to Dedication: Schedule of the Costs of Electric and Fiber Optic Improvements
5. Exhibit C: USFS ROW 2013-01-04-kcec-dm-Final
6. Exhibit D: (Permit Documents) USFS Route 150 Permit to KCEC (4-12-15)
7. Exhibit E: Trench Section (6-25-16)
8. Exhibit F: Council Minutes (10-10-17) Approval of Electrical Component

In late November 2024, the Village and TSVI revived discussions on the dedication process and timelines and agreed to a schedule for the submission, review and presentation to Council for consideration. This is the second project under that agreement submitted for consideration and was processed within the required timeline for the first available meeting after the completion of the review process, as agreed to by TSVI.

REVIEW PROCESS:

VTSV INFRASTRUCTURE PROJECT REVIEW COMMITTEE:

The Village has formed a standing project review committee comprised of the Village Administrator, Rick Bellis, the Village Public Works Director, Gabe Vasquez, and the Village’s



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ROUTE 150 CORRIDOR ELECTRIC AND FIBER OPTIC

Project Manager, Robert Woolridge.

When needed, the committee may include other VTSV staff, such as the Building Official and Finance Officer, or outside engineering consultants, as needed.

1. The documents were circulated to the committee members for review, based on their individual experience with and knowledge of the project and individual areas of expertise.
2. The project review committee then met to discuss the project any concerns or direct knowledge of the project that they had, as well as to identify areas that required additional information or clarification.
3. All members of the committee typically perform one or more on-site visits to the project to inspect the improvements that are included in the proposal and Mr. Vasquez, as VTSV Public Works Director, typically is familiar with the various stages of construction and has performed progress inspections. However, in this particular project, this was not practicable given when the project was done, that the specific improvements in question are underground, the specifications and materials used for the utilities themselves were determined and installed by and for the utility provider, and not for TSVI or the Village, or completed to standards prescribed by THSVI or the Village.
4. **VALUE:** There are no real “assets”, any improvements of any real value to inspect or being transferred by TSVI or being accepted by the Village.
5. **ROWS/EASEMENTS:**
The rights-of-way, easements, etc. involved in the project were and remain under the control of the originators in a sort of layer-cake fashion from USFS, to NM DoT, to TSVI, to VTSV, and ultimately to the operating utility, KCEC.
6. **POINTS OF CLARIFICATION:**
The VTSV Committee then held a zoom conference call with TSVI representatives familiar with the project to review the project, the documents submitted, and to answer each other’s questions.



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ROUTE 150 CORRIDOR ELECTRIC AND FIBER OPTIC

7. LEGAL REVIEW:

Legal review was performed previously by the respective attorneys for the entities as to the format of the documents to be used in TIDD dedications by TSVI and the Village and is similar (with the exceptions cited earlier due to the unique nature of this specific project) to the earlier dedications submitted by TSVI and accepted by the Village. This report and the relevant attached documents that provide the basis for the report and dedication are being submitted on May 12th to the Village attorney for review, along with the required resolution to complete the dedication (specifically, VTSV Resolution 2025-019.)

9. VILLAGE APPROVAL:

The approvals required by the Village were obtained previously, as evidenced by Exhibit F: Council Minutes (10-10-17) Approval of Electrical Component.

10. TIDD APPROVAL:

The approvals required by the Village TIDD were obtained through a vote of the public in the approval of an approved project list prior to the commencement of the project

11. AGREED TO FORM OF SUBMISSION:

The document types and formatting included in the submission follows those developed between the parties and used for the two earlier TSVI TIDD dedication submissions.

12. SCOPE OF REVIEW:

As the TIDD Master Agreement and all other relevant documents empowering the public improvement projects developed by the District do not provide for financial or project selection oversight by the Village, nor in the selection of contractors and materials other than those code standards required by the state and Village in its capacity as having planning and building jurisdiction, the review committee has restricted its review to whether the standards of construction and code compliance, as well as proper sizing and integration of utilities and roads into the master planning of the Village are complied with and such setbacks, widths, design and materials standards as required by the codes or plans are met.

13. PURPOSE AND PUBLIC NOTICE/INPUT:

This report is being compiled for submission to the Mayor and Council, with recommendations for action, and will be posted on the Village website for public inspection no later than **Monday, May 12th, 2025** with direction to the public that all questions should be



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ROUTE 150 CORRIDOR ELECTRIC AND FIBER OPTIC

submitted in writing to the Village Administrator prior to the **Village Council Meeting on Friday May 16th**, so that the Village and TSVI can have answers for the public both prior to and at the Council Meeting where the proposed dedication will be considered.

FINDINGS:

The project has been reviewed by the VTSV Infrastructure Project Review Committee, by USFS, NM DOT, and KCEC, and is designed and certified by a NM licensed engineering firm. In reviewing and, to the extent possible, performing on-site inspection of the relevant improvements, and associated as-built drawings and examining all other documents, the VTSV Infrastructure Project Review Committee hereby finds as follows:

1. BUILDING CODES:

The project meets all applicable VTSV and NM CID design, materials, and building codes.

2. PLANNING REQUIREMENTS:

The project is consistent with all zoning, land-use, floodplain, drainage, fire, emergency evacuation, road construction and utility requirements/standards of the Village, USFS and NM DoT.

3. CAPACITY OF CONSTRUCTION AND DESIGN:

The project was designed by and inspected by NM licensed civil engineers (T&D Services), who provided sealed as-built drawings attesting as to the accuracy and structural soundness of the project, as evidenced by the following attachments:

Exhibit A to Assignment: Description of Dedicated Improvements – Electric – Fiber Optic

Exhibit A to Dedication: Description of Dedicated Improvements – Electric- Fiber Optic

Exhibit E: Trench Section (6-25-16)

4. EASEMENT/ROW TRANSFERS:

The easements and rights-of-way, as required and represented in the project materials provided, have been examined and verified to the extent possible with the granting agencies, as evidenced by the following:



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ROUTE 150 CORRIDOR ELECTRIC AND FIBER OPTIC

Exhibit C: USFS ROW 2013-01-04-kcec-dm-Final

Exhibit D: (Permit Documents) USFS Route 150 Permit to KCEC (4-12-15)

5. INTEGRATION AND COMPATIBILITY WITH VTSV UTILITIES:

The project is built to be compatible with and to integrate into the water, sewer and road infrastructure of the Village and its collective and individual utility, transportation and land-use elements of the Villages master plans.

6. PROJECTED COSTS:

The project is constructed in a manner that should not create undue maintenance or materials failures that would otherwise prove a maintenance and/or financial burden to the Village.

7. ACCURACY OF DRAWINGS:

The as-built project is consistent with the intended design and purpose that was intended and stated at the outset.

8. PUBLIC BENEFIT:

The project substantially adds to the public safety of the community, particularly as regards fire safety, the reliability of utilities to the Village residents and businesses and contributes to the economic viability of the Village.

9. FINANCIAL REASONABLENESS:

While not under the purview of this committee, the developer has provided sufficient documentation of costs and associated work, as identified by each contracted entity, as to provide a reasonable basis of cost for the project and, additionally, has submitted all individual invoices for evaluation by an independent financial reviewer in order to confirm an appropriate accounting, and is willing to make such examination and invoices available for inspection. The Committee has relied on the representations made per the following:

Exhibit B to Dedication: Schedule of the Costs of Electric and Fiber Optic Improvements

10. PROJECTED RISK/RELIABILITY:

The project was placed in service prior to the Village accepting ownership and liability and has proven itself to be without defects and of value to the public good and safety.



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ROUTE 150 CORRIDOR ELECTRIC AND FIBER OPTIC

RECOMMENDATION(S):

The Review Committee, based on its inspection and review of all submitted materials, verification of easements and ROW's, the representations of the licensed engineers responsible for the project and their certified and stamped as-built drawings and specifications, finds the improvements of the project to be of positive economic, public health and safety, and public infrastructure value to the public good and viability of the community as a whole, and that they are without construction or design fault that would lead to undo maintenance-related cost or potential liability to the Village.

Therefore, the Review Committee recommends that the Mayor and Council of the Village of Taos Ski Valley vote in the affirmative to accept the dedication of the project from Taos Ski Valley, Inc. and the TIDD, as presented.

Presented this 9th day of May, 2025 by;

Rick Bellis, Village Administrator

Gabriel Vasquez, Public Works Director

Robert Woodridge, Project Manager

cc: Mayor Chris Stanek
Village Council
John Appel, Village Attorney
Village Clerk Marlene Salazar
TSV, Inc.



PROJECT REVIEW COMMITTEE REPORT

FINDINGS AND RECOMMENDATIONS

DEDICATION OF PUBLIC INFRASTRUCTURE: ROUTE 150 CORRIDOR ELECTRIC AND FIBER OPTIC

PAGE BREAK

DEDICATION, BILL OF SALE, ASSIGNMENT OF PERMIT RIGHTS THEREFOR AND AGREEMENT

[For Electric and Fiber Optic Improvements in the ROW of NM Highway 150]

THIS DEDICATION, BILL OF SALE, ASSIGNMENT OF PERMIT RIGHTS THEREFOR AND AGREEMENT ("Dedication") by and between Taos Ski Valley, Inc., a New Mexico corporation ("TSVI") and the Village of Taos Ski Valley ("Village"), is made as follows:

WITNESSETH:

TSVI for full, good and valuable consideration, in the sum of \$1.00 (one dollar), the receipt and adequacy of which is hereby acknowledged, and for the following mutual covenants of the parties, does hereby dedicate, grant, assign and convey to the Village the following infrastructure improvements and the permit rights therefor to said improvements including permit rights to construct said electric and fiber optic improvements in the ROW of NM Highway 150 are all as more particularly described in Exhibit A ("Improvements") attached hereto and consisting of:

Electric trunk line improvements, including electric generation, transmission and distribution lines and facilities and including broadband, fiber optic lines and equipment and related portions of underground trench improvements therefor.

A Schedule of the Costs of the Improvements is attached hereto as Exhibit B ("Costs"), which Costs, per the Amended and Restated Master Development Agreement ("AMDA") between the Village of Taos Ski Valley, Taos Ski Valley, Inc. and the Village of Taos Ski Valley Tax Increment Development District ("TIDD") (effective February 3, 2015), are inclusive of interest accrued on said Costs since the Improvements have been put into service for use by the Village.

TSVI hereby represents for the benefit of the Village and its assigns (specifically Kit Carson Electric Cooperative, Inc. ("KCEC")) that TSVI owns good and merchantable title, free and clear of all liens and encumbrances in and to the personal property constituting the Improvements and that TSVI holds all necessary permit rights for said Improvements and for the Improvements constructed in the ROW of NM Highway 150, all as shown in the "as built" diagrams / surveys attached hereto as Exhibit A. TSVI further represents that these Improvements are within the same trench in the ROW of NM Highway 150, all as described and shown on Exhibit A to the Dedication of the natural gas trunk line improvements previously dedicated to the Village and recorded 5/31/2017 with the Taos County Clerk's Office in Book 946, Pages 301-404.

TSVI understands and agrees that, following dedication of the Improvements described in Exhibit A hereto to the Village, the Village will retain all its right, title and interest in and to the Improvements.

The Village hereby acknowledges and agrees to accept from TSVI the delivery and assignment of all contracts, documents, agreements, material receipts, and warranties, used, executed, or received for the construction of the Improvements described on Exhibit A hereto from the contractor/constructor of the Improvements. TSVI hereby affirms and warrants to the Village that all payments due to material suppliers, contractors, laborers, or other persons furnishing materials or services for the Improvements are paid in full and there are no outstanding balances of amounts due or liens attached to or that will be attached to the Improvements.

No modification of this Dedication is binding upon either party, their successors, or assigns unless it be in writing, signed and dated by a duly authorized representative of both parties.

Both TSVI and the Village and their respective signatories represent and warrant that they are authorized to enter into and duly sign and acknowledge this instrument and to dedicate, convey and grant the interests dedicated, conveyed and granted and accepted by this instrument.

This Dedication is intended to facilitate the reimbursement of TSVI for the costs of the Improvements dedicated hereunder by the TIDD pursuant to the AMDA, and nothing herein shall be construed as limiting the

eligibility of TSVI for such reimbursement from the TIDD, including, without limitation, the consideration paid by the Village recited above. Should TSVI add additional telecommunication-related improvements to the Improvements in the future (the "Post-Dedication Improvements"). TSVI agrees that title to Post-Dedication Improvements shall vest with the Village upon, and not earlier than, acceptance thereof by the Village, and that the Village's ownership of the Improvements dedicated hereunder to be further improved with Post-Dedication Improvements shall not have the effect of vesting the title to the Post-Dedication improvements prior to the Village's acceptance of the same.

This Dedication is effective as of the date and time of its recordation in the real property records of Taos County, New Mexico.

IN WITNESS WHEREOF, the Village has caused this Dedication to be executed in its corporate name and the seal of the Village affixed and attested by its duly authorized officers. TSVI has executed this Dedication in its respective corporate name and, as applicable, attested by its respective duly authorized officer.



[SEAL]
ATTEST:

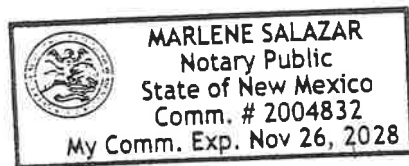
By:

Marlene M. Salazar
Marlene Salazar, Village Clerk

VILLAGE OF TAOS SKI VALLEY,
NEW MEXICO

By:

Chris Stanek, Mayor



STATE OF NEW MEXICO)

) ss

COUNTY OF TAOS)

This instrument was acknowledged before me on 16th OF MAY, 2025, by Chris Stanek, Mayor of the Village of Taos Ski Valley, New Mexico.

(SEAL)

Marlene Salazar
Notary Public

My Commission Expires:

Nov. 26, 2028

TAOS SKI VALLEY, INC.,
a New Mexico corporation

By:
Its:

[Signature]
Treasurer

STATE OF ~~NEW MEXICO~~ Georgia)
COUNTY OF ~~TAOS~~ Fulton) ss

This instrument was acknowledged before me on August 1, 2025, by Charles Rocky,
Treasurer for TAOS SKI VALLEY, INC.

(SEAL)

[Signature]
Notary Public

My Commission Expires:
10/09/2025



EXHIBIT A

Description of the Dedicated Improvements

EXHIBIT B

Schedule of the Costs of the Improvements

Assignment

Ground to grid factor = 0.999579348422, $\Delta \alpha = 00^{\circ}24'13''$. All bearings are grid bearings, distances are ground distances.

The base control point is a true State Plane Coordinate. Coordinates are NAD83, New Mexico State Plane, Central Zone, in US Survey feet. All other points and coordinates are ground coordinates related to the base control point. All elevations are NAVD88.

NOTICE: This illustration represents an as-built mapping of the power distribution line as shown. This illustration is not a retracement of Highway Right-of-Way and was developed to show the relationship between the newly constructed distribution line and the Highway Right-of-Way and the manumets recovered.

This survey is subject to any facts that may be disclosed by a title search and abstract.

Transmission & Distribution Services, LLC

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(600)

BLM Plots of Survey: 127N, R13E, N4PM, Exchange Survey
5256 accepted November 4, 1952; 127N, R13E, N4PM,
Original Survey accepted April 12, 1960; H.E.S. No. 82 in
Carson National Forest, unsurveyed 127N, R14E, N4PM,
accepted Feb. 11, 1916.



Coordinates shown in New Mexico
State Plane West, NAD83,
US Survey Feet converted to ground
coordinates.
Scale Factor = 0.999579348422
 $\Delta X = 0'24.13''$

Notice: This is a single page of a multi-page document. No individual page can be interpreted alone and must be considered in the context of the entire document, including but not limited to descriptions, surveyor statements, and plat.



TKIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		COVER



J-Box	Distance to Edge of Pmtl NM 150	Distance to Centerline NM 150	Distance to R.O.W. East / West	Calc'd MP
3	11.4'	27.6'	92.4' West	6.97
1A	0.0'	15.9'	87.7' West	7.19
4	0.0'	12.7'	92.0' West	7.29
4A	0.0'	14.8'	82.2' West	7.5

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

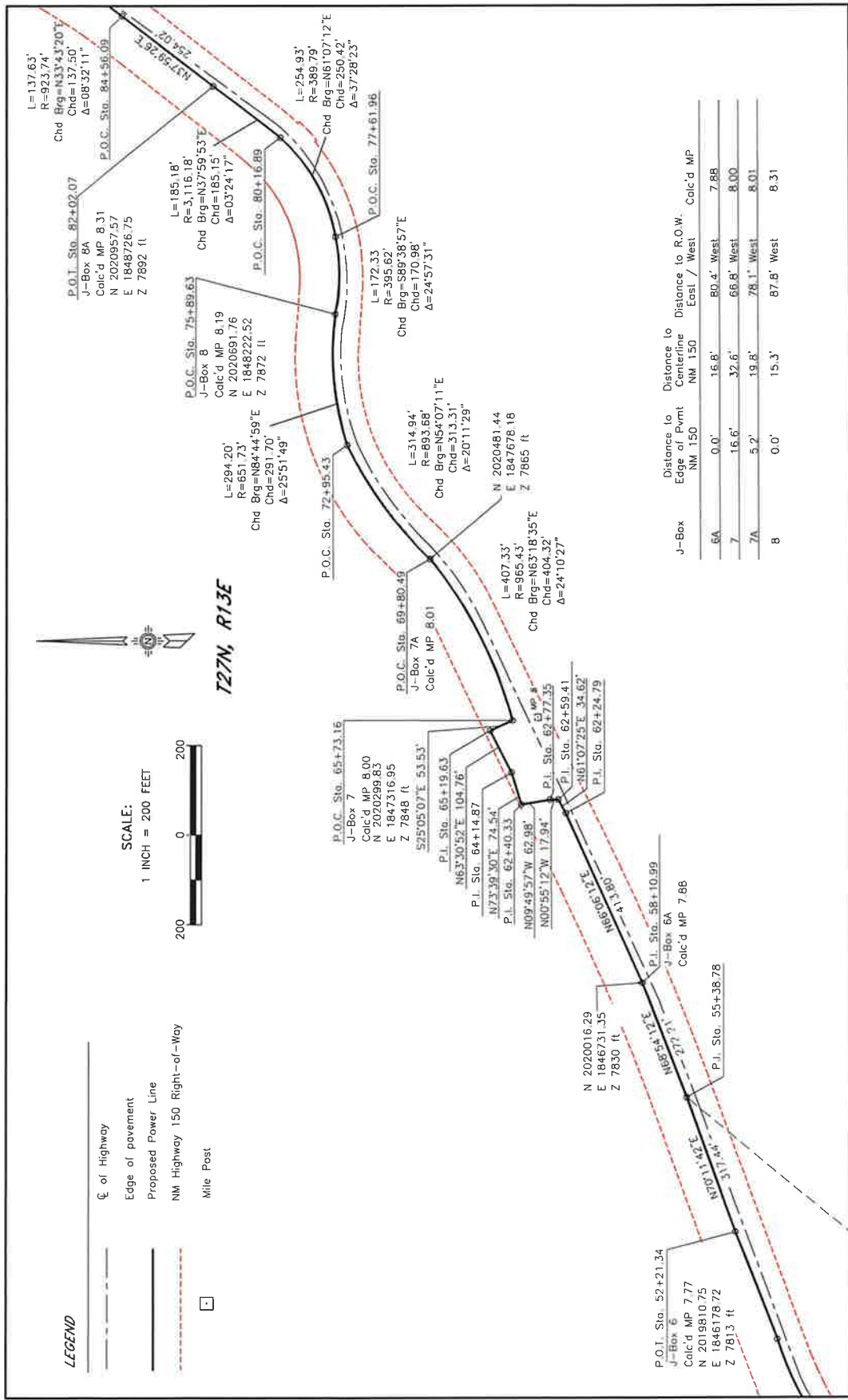
BLM Plots of Survey: T27N, R13E, NMPM, Exchange Survey
528 accepted November 4, 1952; T27N, R13E, NMPM,
Original Survey accepted April 12, 1890; H-SE, No. 82 in
Carson National Forest, unsurveyed T27N, R14E, NMPM,
accepted Feb. 11, 1916

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
CS 2518(000)



KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

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LEGEND

- Center of Highway
- Edge of pavement
- Proposed Power Line
- NM Highway 150 Right-of-Way
- Mile Post

SCALE:
1 INCH = 200 FEET

272N, R13E

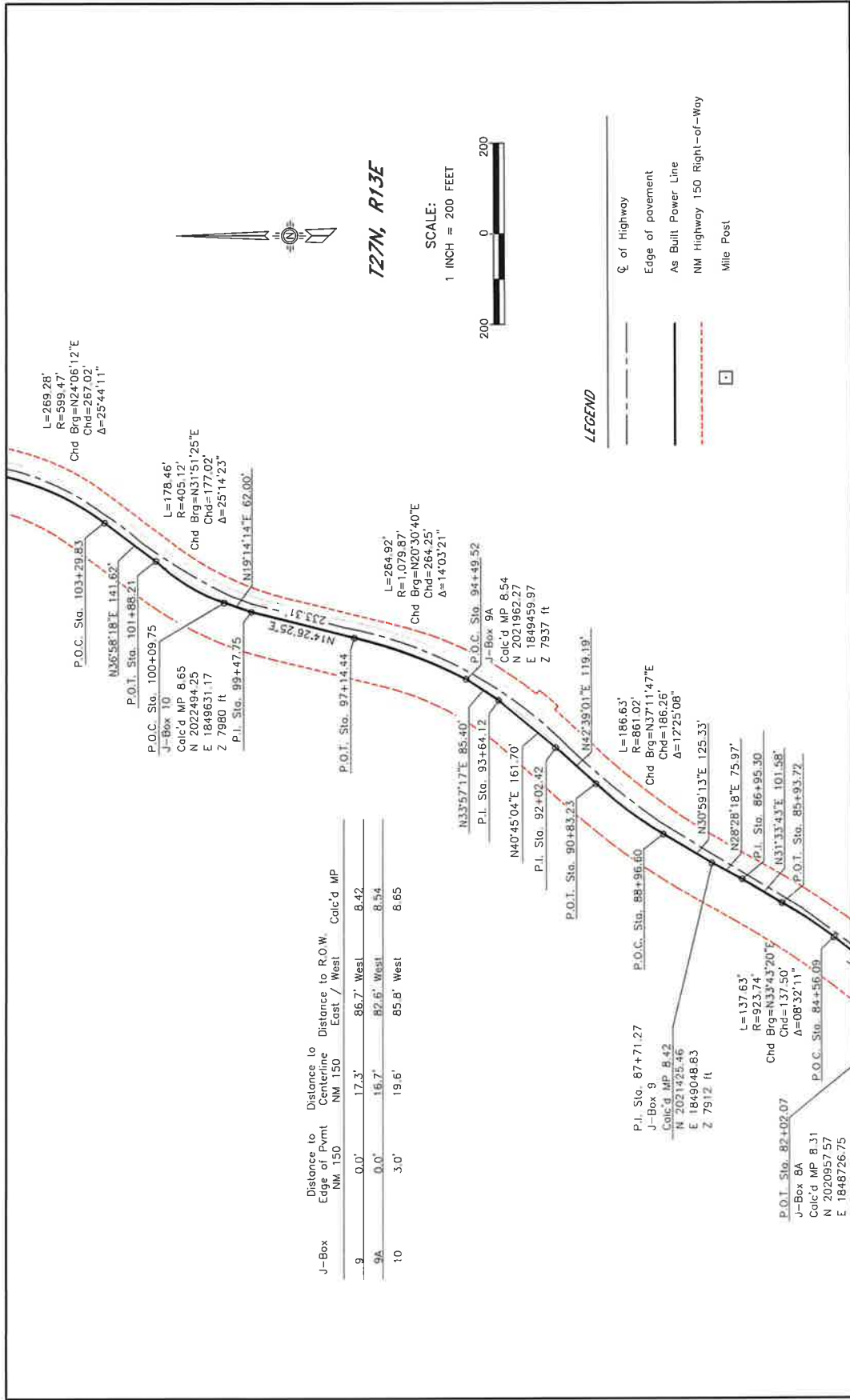
REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Plans of Survey: 127N, R13E, INMPL, Exchange Survey
525 accepted November 4, 1952; 127N, R13E, INMPL,
Original Survey accepted April 12, 1950; H.L.S. No. 82 in
1950; 127N, R13E, INMPL, Exchange Survey
accepted Feb. 11, 1916

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

T&D SERVICES, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

KIT CARSON ELECTRIC COOPERATIVE, INC.
NM HIGHWAY 150
AS BUILT PARALLEL 3
THREE PHASE URD POWER LINE
STATE COUNTY DETAIL MAP NO.
NM TAOS 1 OF 3



LEGEND

- C of Highway
- Edge of pavement
- As Built Power Line
- NM Highway 150 Right-of-Way
- Mile Post

Scale

1 INCH = 200 FEET

200 0 200

Kit Carson Electric Cooperative, Inc.

TAOS, NEW MEXICO

NEW MEXICO 11 TAOS

NM Highway 150

AS BUILT PARALLEL 3

THREE PHASE URD POWER LINE

STATE COUNTY DETAIL MAP NO.

NM TAOS 2 OF 3

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM

ARROYO SECO, NM

BLM Photo of Survey: 127N, R13E, N1PM, Exchange Survey

528 accepted November 4, 1952; 127N, R13E, N1PM,

Original Survey accepted April 12, 1980; H.E.S., No. 82 in

Carson National Forest, unsurveyed 127N, R14E, N1PM,

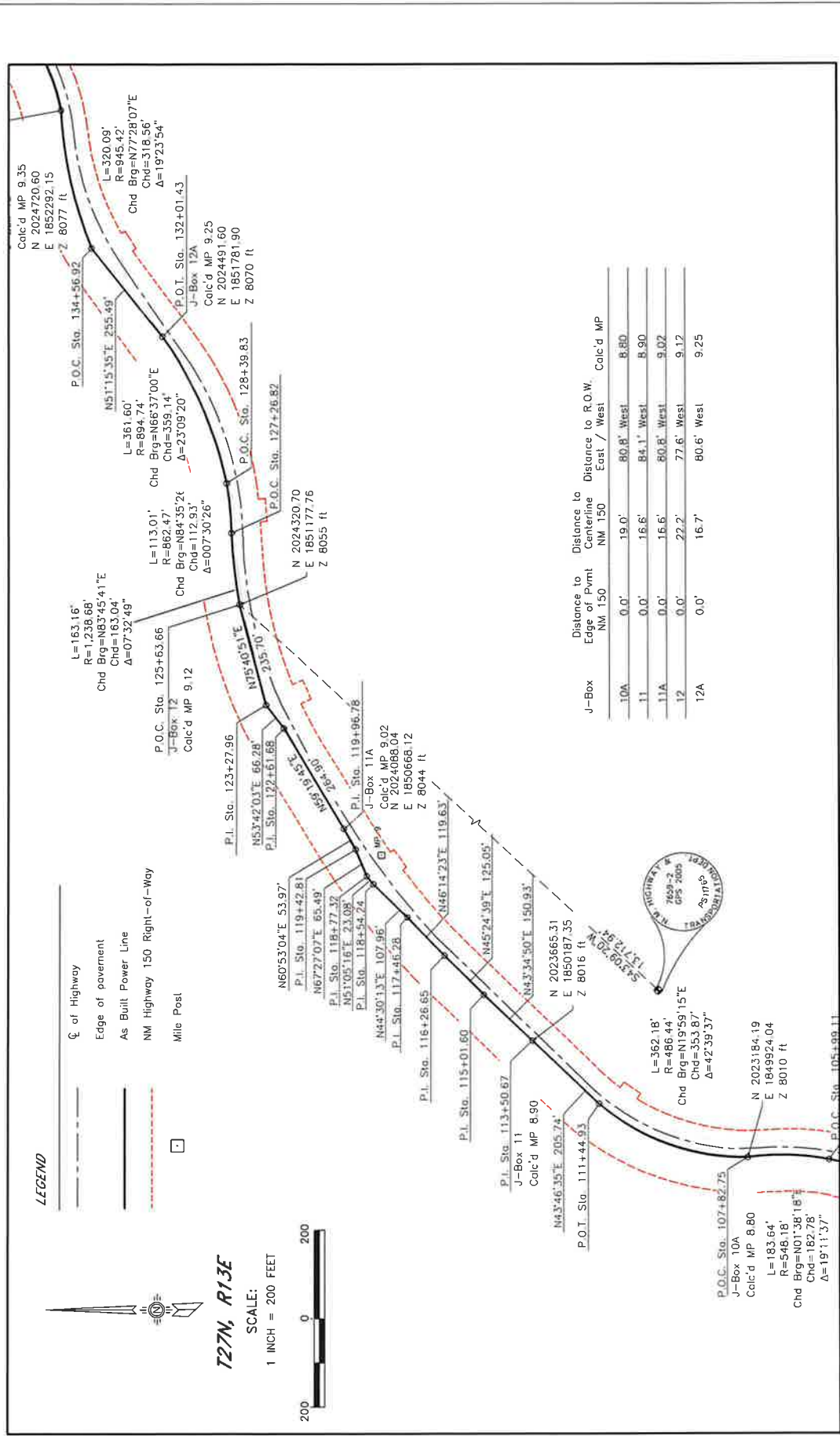
accepted Feb. 11, 1916

NEW MEXICO STATE HIGHWAY COMMISSION

RIGHT OF WAY MAP

NEW MEXICO PROJECT NO.

SP-2338(900)



LEGEND

- of Highway
- Edge of pavement
- As Built Power Line
- NM Highway 150 Right-of-Way
- Mile Post

272N, R13E

SCALE: 1 INCH = 200 FEET

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARRATO SECO, NM

BLM Photo of Survey: 127N, R13E, NMPM, Exchange Survey
528 accepted November 4, 1992; 127N, R13E, NMPM,
Original Survey accepted April 12, 1990; H.E.S. No. 82 in
Carson National Forest, unsurveyed 127N, R14E, NMPM,
accepted Feb. 11, 1916

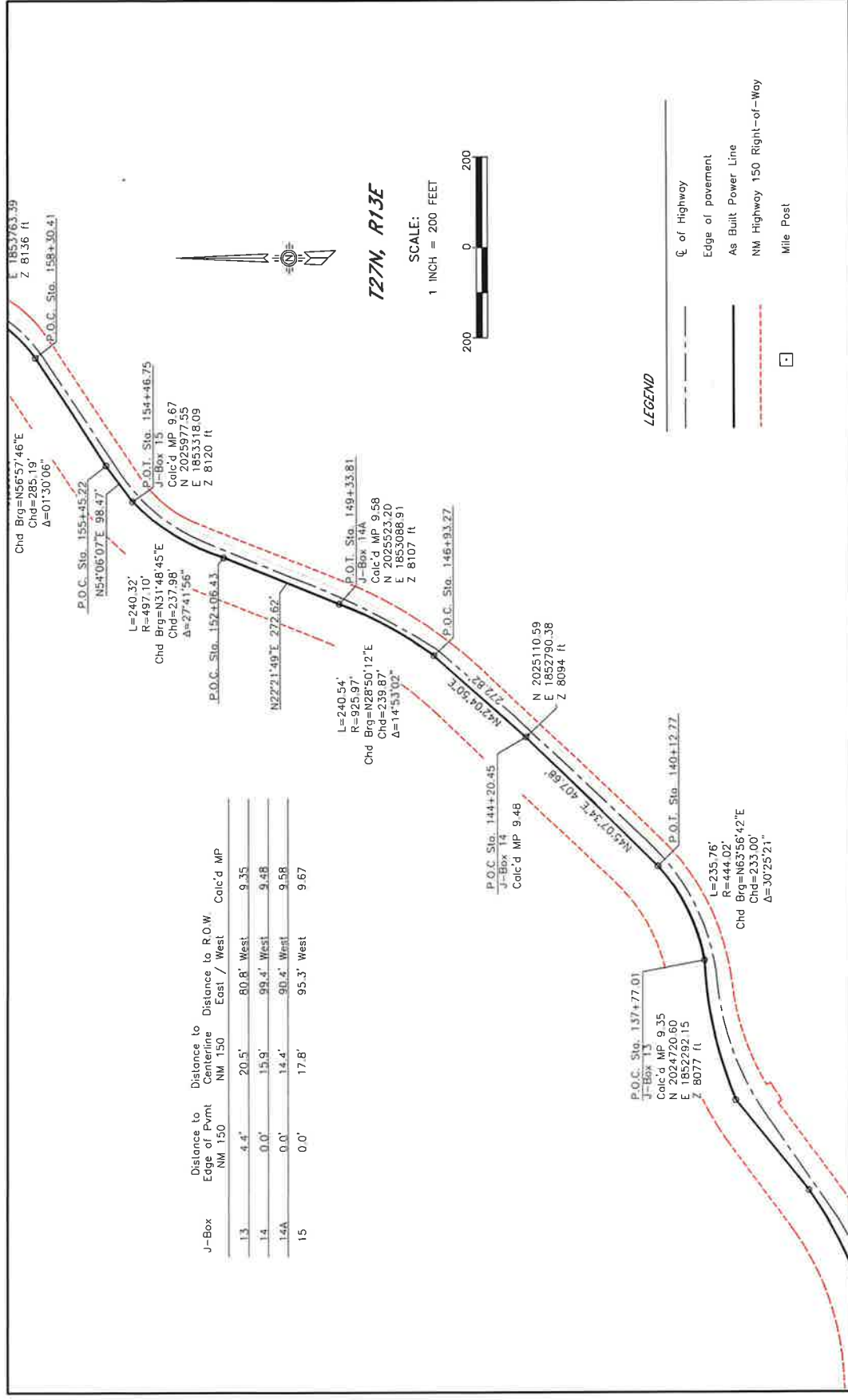
NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(600)

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

TAOS SERVICES
Professional Engineers Licensed Surveyors
DANIEL J. TAOS
DANIEL J. TAOS
DANIEL J. TAOS

TAOS SERVICES
Professional Engineers Licensed Surveyors
DANIEL J. TAOS
DANIEL J. TAOS
DANIEL J. TAOS

TAOS SERVICES
Professional Engineers Licensed Surveyors
DANIEL J. TAOS
DANIEL J. TAOS
DANIEL J. TAOS



J-Box	Distance to Edge of Pmt NM 150	Distance to Centerline NM 150	Distance to R.O.W East / West	Calc'd MP
1.3	4.4'	20.5'	80.8' West	9.35
1.4	0.0'	15.9'	99.4' West	9.48
1.4A	0.0'	14.4'	90.4' West	9.58
1.5	0.0'	17.8'	95.3' West	9.67

T&D SERVICES
Professional Engineers - Licensed Surveyors

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Ride of Survey: 127N, R13E, N4PM, Exchange Survey
526 accepted November 4, 1952; 127N, R13E, N4PM,
Original Survey accepted April 12, 1895; H.E.S. No. 82 in
Carson National Forest, unsurveyed 127N, R14E, N4PM,
Accepted Feb. 1, 1916

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

ALBUQUERQUE, NEW MEXICO
Date: 11/14/18
Book: 116, 10037

STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		1 OF 3



T27N, R13E

SCALE:

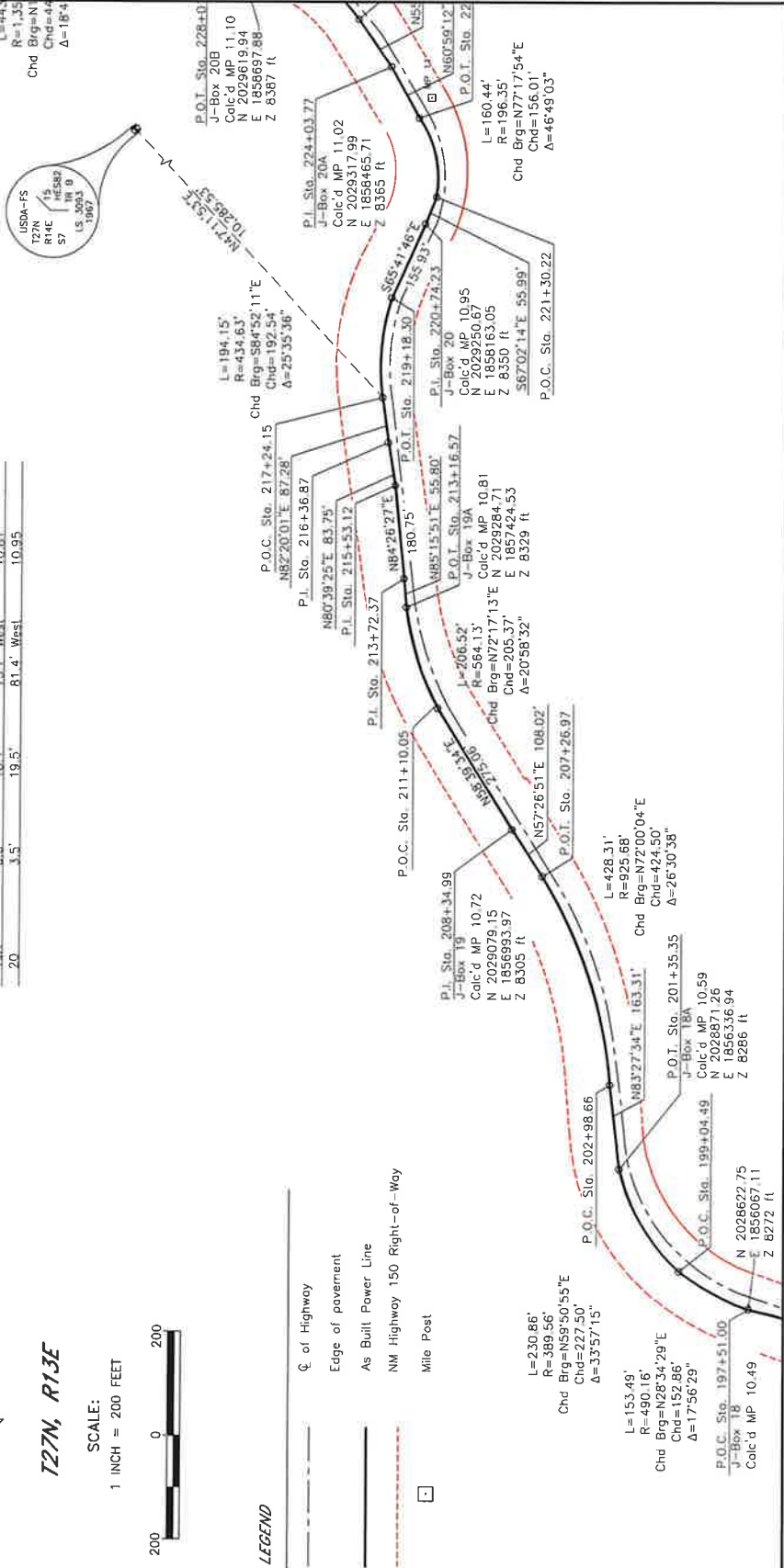
1 INCH = 200 FEET



LEGEND

- Centerline of Highway
- Edge of pavement
- As Built Power Line
- NM Highway 150 Right-of-Way
- Mile Post

J-Box	Distance to Edge of Pmnt NM 150	Distance to Centerline East / West	Distance to R.O.W. East / West	Calc'd MP
18	7.5'	23.5'	74.5' West	10.49
18A	3.1'	18.9'	84.1' West	10.59
19	0.0'	18.7'	69.6' West	10.72
19A	0.0'	18.1'	75.7' West	10.81
20	3.5'	19.5'	81.4' West	10.95

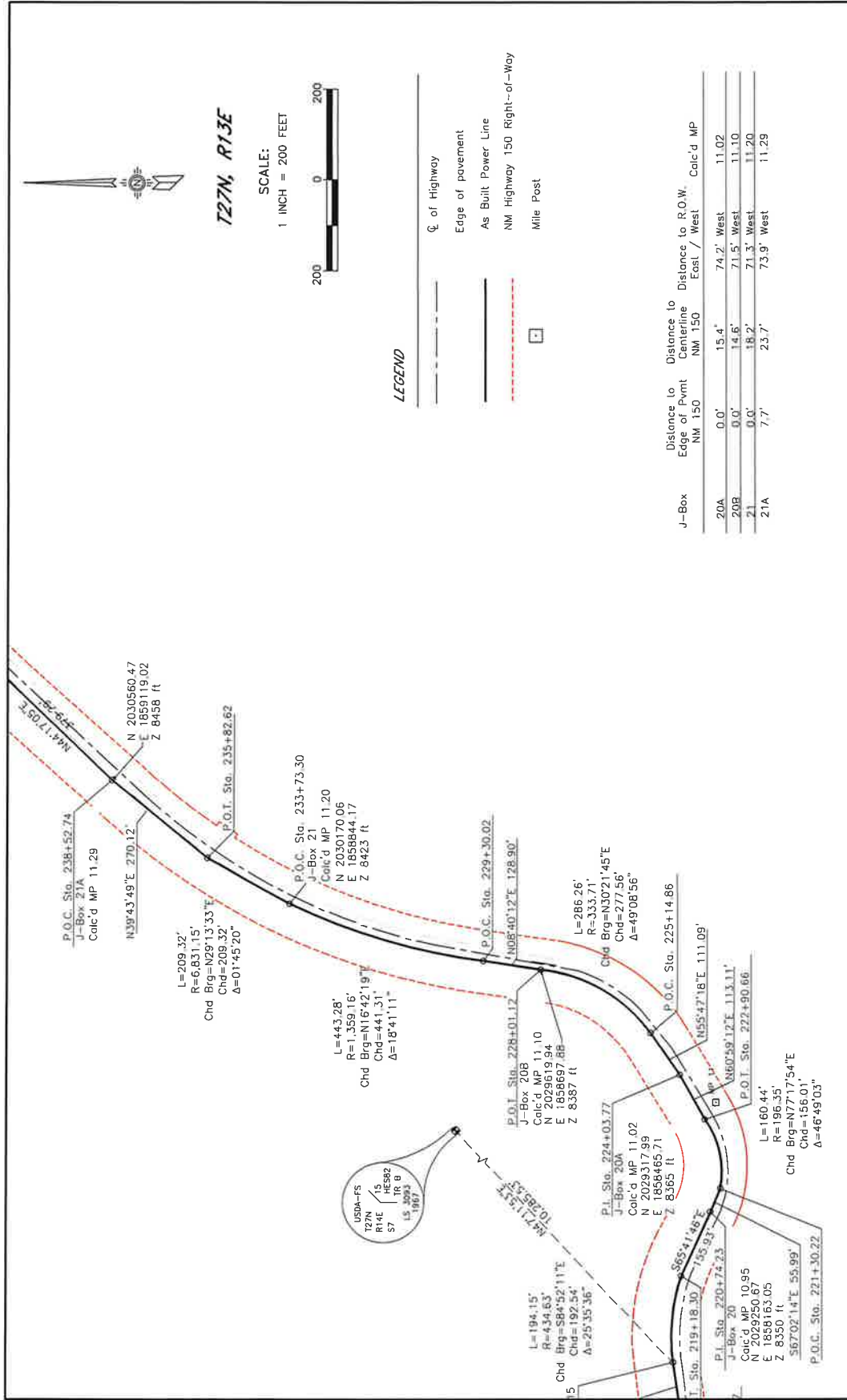


REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM
BLM Plats of Survey: T27N, R13E, NMP4, Exchange Survey
526 accepted November 4, 1982; T27N, R13E, NMP4,
Original Survey accepted April 12, 1985; H.E.S. No. 82 in
accepted February 11, 1916
NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2534(600)



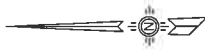
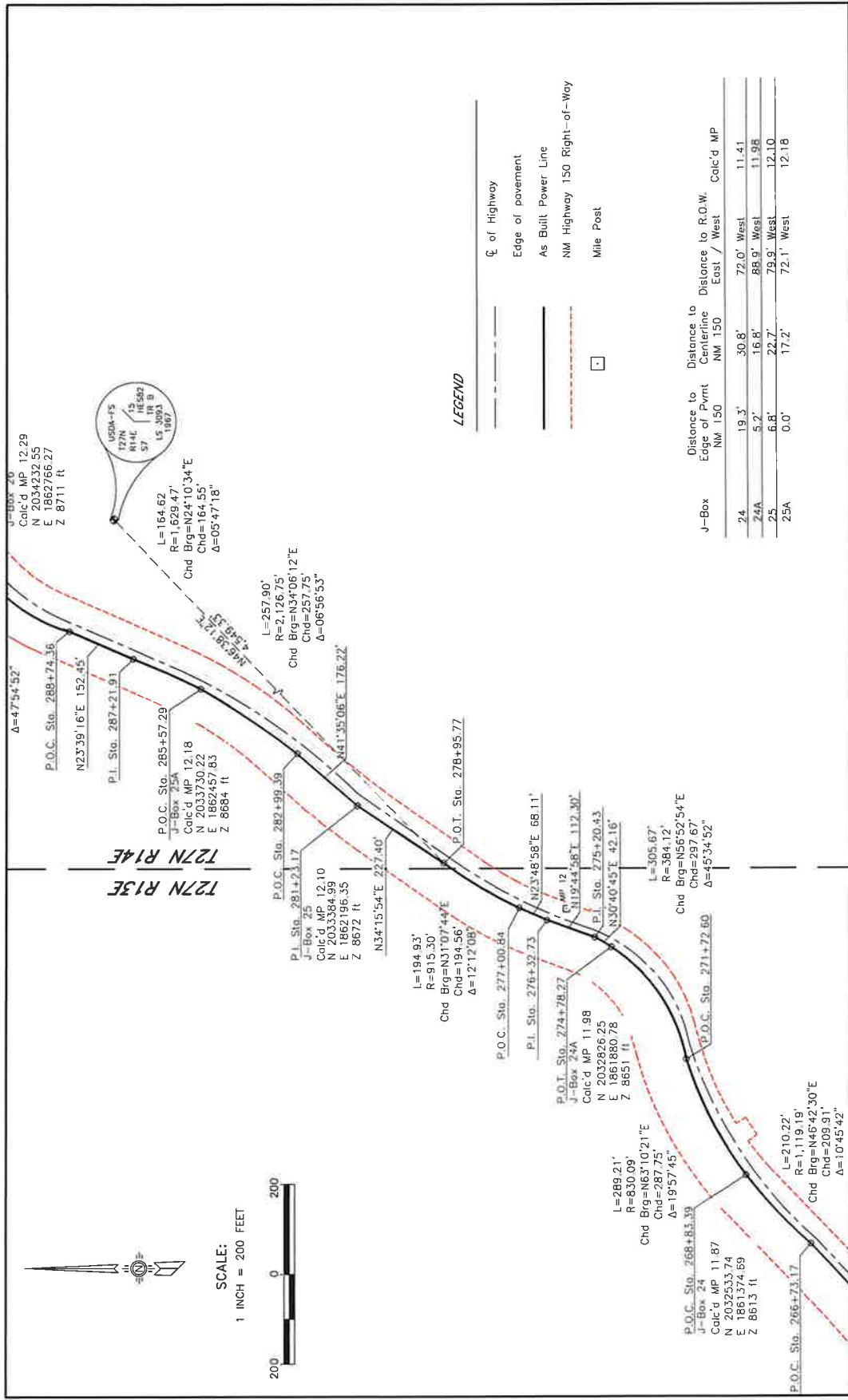
KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

NM HIGHWAY 150 AS BUILT PARALLEL 5 THREE PHASE URD POWER LINE	STATE	COUNTY	DETAIL	MAP NO.
	NM	TAOS		1 OF 7



KIT CARSON ELECTRIC COOPERATIVE, INC. TAOs, NEW MEXICO NEW MEXICO 11 TAOs				NM HIGHWAY 150 AS BUILT PARALLEL 5 THREE PHASE URD POWER LINE STATE COUNTY DETAIL MAP NO.			
TAD SERVICES Professional Engineers Licensed Surveyors DATE: 11/18/14 DRAWN: 11/18/14 CHECKED: ME APPROVED: ME				ALBUQUERQUE, NEW MEXICO SHEET 11 OF 10			
NEW MEXICO STATE HIGHWAY COMMISSION RIGHT OF WAY MAP NEW MEXICO PROJECT NO. SP-2538(900)				NM TAOs 2 OF 7			

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
 ARROYO SECO, NM
 BLM Plots of Survey: 127N, R13E, N4PM, Exchange Survey
 526 accepted November 4, 1952; 127N, R13E, N4PM,
 Original Survey accepted April 12, 1895; H.E.S. No. 82 in
 1916; 127N, R13E, N4PM, Exchange Survey
 accepted Feb. 11, 1916



SCALE:
1 INCH = 200 FEET



LEGEND

- ϕ of Highway
- Edge of pavement
- As Built Power Line
- NM Highway 150 Right-of-Way
- Mile Post

J-Box	Distance to Edge of Pavt NM 150	Distance to Centerline NM 150	Distance to R.O.W.	
			East	West
24	19.3'	30.8'	72.0' West	11.41
24A	5.2'	16.8'	88.9' West	11.98
25	6.8'	22.7'	79.9' West	12.10
25A	0.0'	17.2'	72.1' West	12.18

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

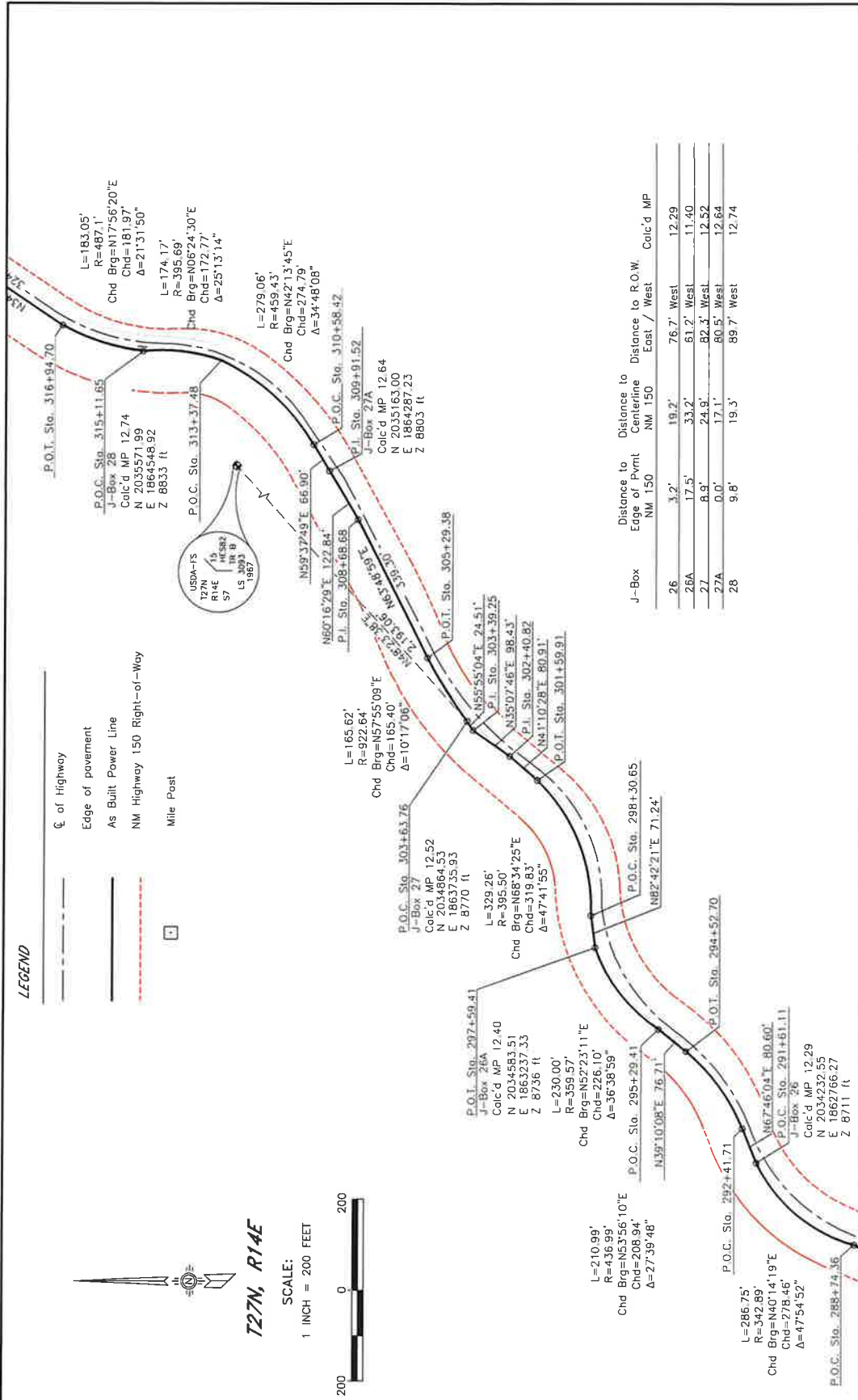
BLM Plots of Survey, 127N, R13E, N1PM, Exchange Survey
526 accepted November 4, 1922; 127N, R13E, N1PM,
Original Survey accepted April 12, 1920; H.E.S. No. 82 in
County of Santa Fe, New Mexico, Surveyed 127N, R14E, N1PM,
accepted Feb. 11, 1916



KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

DATE	11/24/20	APPROVED	DATE	11/24/20
BY		BY		
FOR		FOR		

NM HIGHWAY 150 AS BUILT PARALLEL 5 THREE PHASE URD POWER LINE	STATE	COUNTY	DETAIL	MAP NO.
	NM	TAOS		4 OF 7



LEGEND

- Centerline of Highway
- Edge of pavement
- As Built Power Line
- NM Highway 150 Right-of-Way
- Mile Post

T27N, R14E

SCALE:

1 INCH = 200 FEET



J-Box	Distance to Edge of Pwmt NM 150	Distance to Centerline NM 150	Distance to R.O.W.		Calc'd MP
			East	West	
26	3.2'	19.2'	76.7'	West	12.29
26A	17.5'	33.2'	61.2'	West	11.40
27	8.9'	24.9'	82.3'	West	12.52
27A	0.0'	17.1'	80.5'	West	12.64
28	9.8'	19.3'	89.7'	West	12.74

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

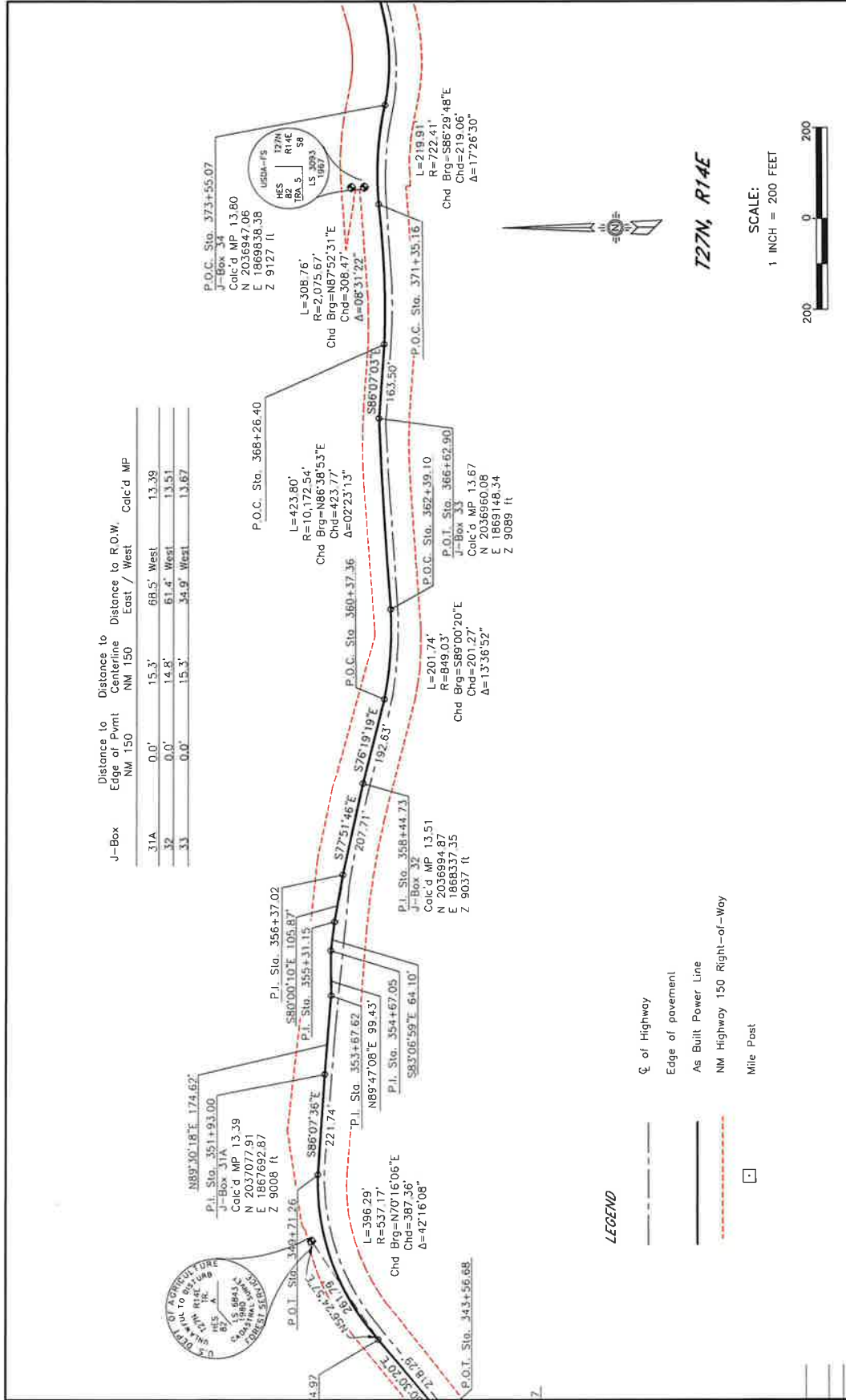
BLM Field of Survey: T27N, R14E, NMPM, Exchange Survey
525 and 526 National Forest, 1932, 127N, R14E, NMPM,
Original Survey occupied April 12, 1890; H.E.S. No. 82 in
Carson National Forest, unsurveyed 127N, R14E, NMPM,
occupied Feb. 11, 1916

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2539(600)



KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS
ALBUQUERQUE, NEW MEXICO

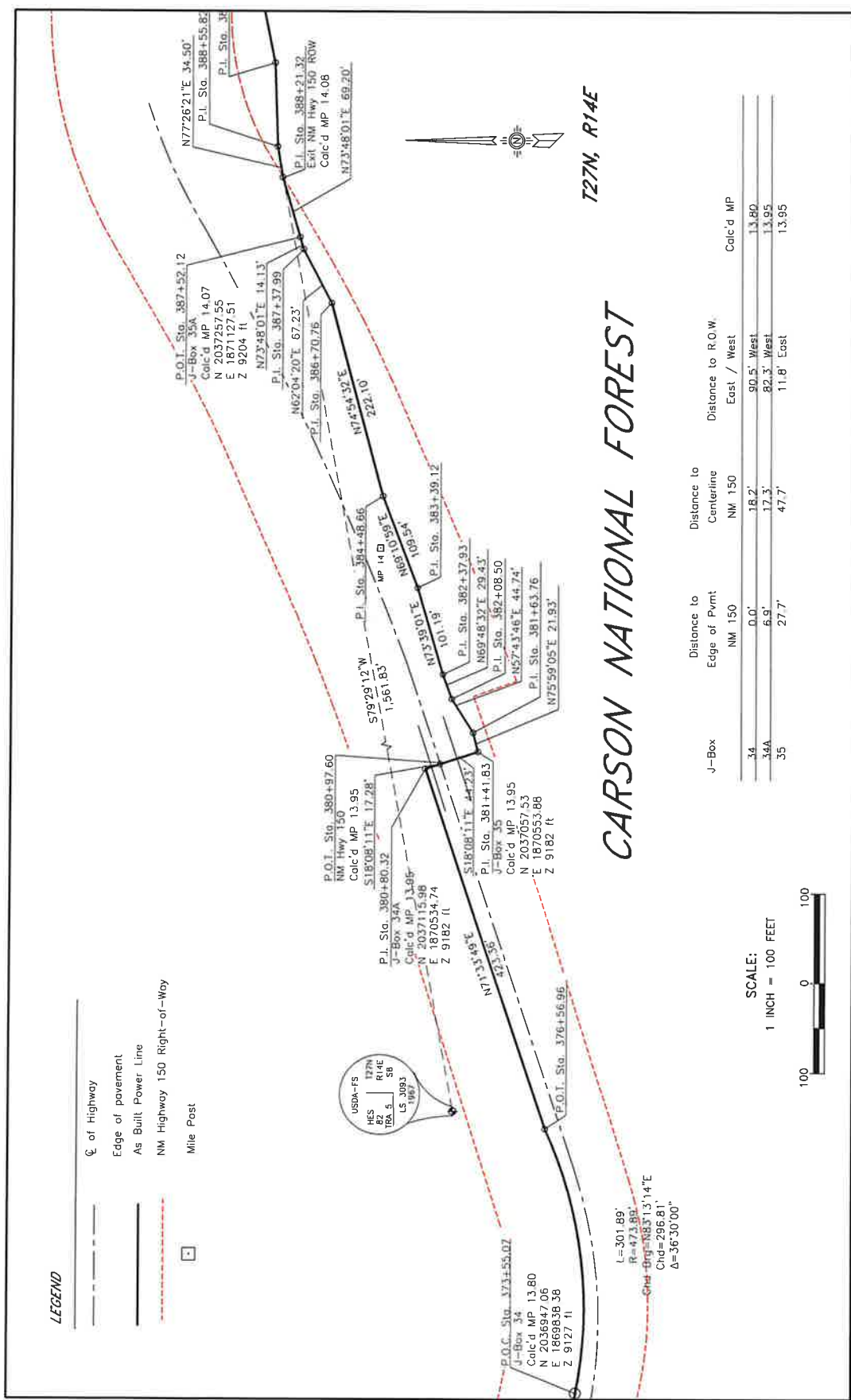
NM HIGHWAY 150 AS BUILT PARALLEL 5 THREE PHASE URD POWER LINE	
STATE	COUNTY
NM	TAOS
5 OF 7	



LEGEND 		REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM ARROYO SECO, NM BLM Plots of Survey: 127N, R13E, N4PM, Exchange Survey 526 accepted November 4, 1952; 127N, R13E, N4PM, Original Survey accepted April 12, 1954; H&S, No. 82, Original Survey accepted April 12, 1954; H&S, No. 82, accepted Feb. 11, 1916	
RIGHT OF WAY MAP NEW MEXICO PROJECT NO. SP-2538(900)		KIT CARSON ELECTRIC COOPERATIVE, INC. TAOS, NEW MEXICO NEW MEXICO 11 TAOS	
TAOS SERVICES Professional Engineers - General Surveys ALBUQUERQUE, NEW MEXICO JACK 11/27/78 JAMES R. JONES		STATE COUNTY DETAIL MAP NO. NM TAOS 7 OF 7	
NEW MEXICO STATE HIGHWAY COMMISSION RIGHT OF WAY MAP NEW MEXICO PROJECT NO. SP-2538(900)		NM HIGHWAY 150 AS BUILT PARALLEL 5 THREE PHASE URD POWER LINE	

LEGEND

- Center Line of Highway
- Edge of pavement
- As Built Power Line
- NM Highway 150 Right-of-Way
- Mile Post



SCALE:
1 INCH = 100 FEET



CARSON NATIONAL FOREST

T27N, R14E

J-Box	Distance to Edge of Pymt	Distance to Centerline	Distance to R.O.W.	Calc'd MP
34	0.0'	18.2'	90.5' West	13.80
35	6.9'	17.3'	82.3' West	13.95
	27.7'	47.7'	11.8' East	13.95

T.D. SERVICES
Professional Engineers, Licensed Surveyors

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(600)

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

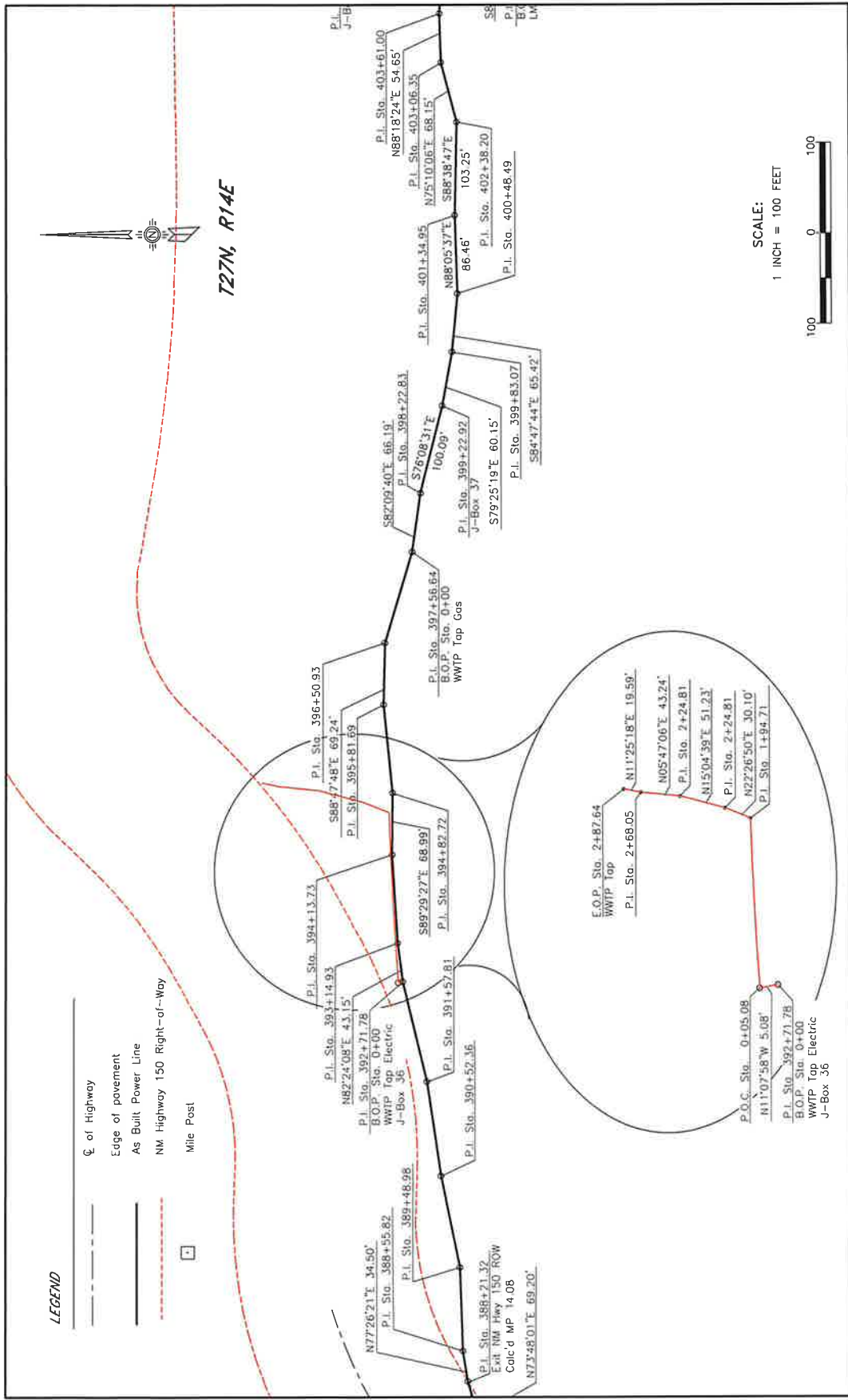
NM HIGHWAY 150
AS BUILT PARALLEL 6
THREE PHASE URD POWER LINE

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Plans of Survey: T27N, R13E, NMPL, Exchange Survey
526 accepted November 4, 1992; T27N, R13E, NMPL, Exchange Survey
Original Survey accepted April 12, 1890; H.E.S. No. 82 in
unpublished map of Carson National Forest, NMPL, Exchange Survey
accepted Feb. 11, 1916

STATE COUNTY DETAIL MAP NO.

NM TAOS 1 OF 1



T&D SERVICES
Professional Engineers - Licensed Surveyors

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

NM HIGHWAY 150
AS BUILT OCEAN BLVD
THREE PHASE URD POWER LINE

DATE: 11/11/16

PROJECT: NM HWY 150

SCALE: 1" = 100'

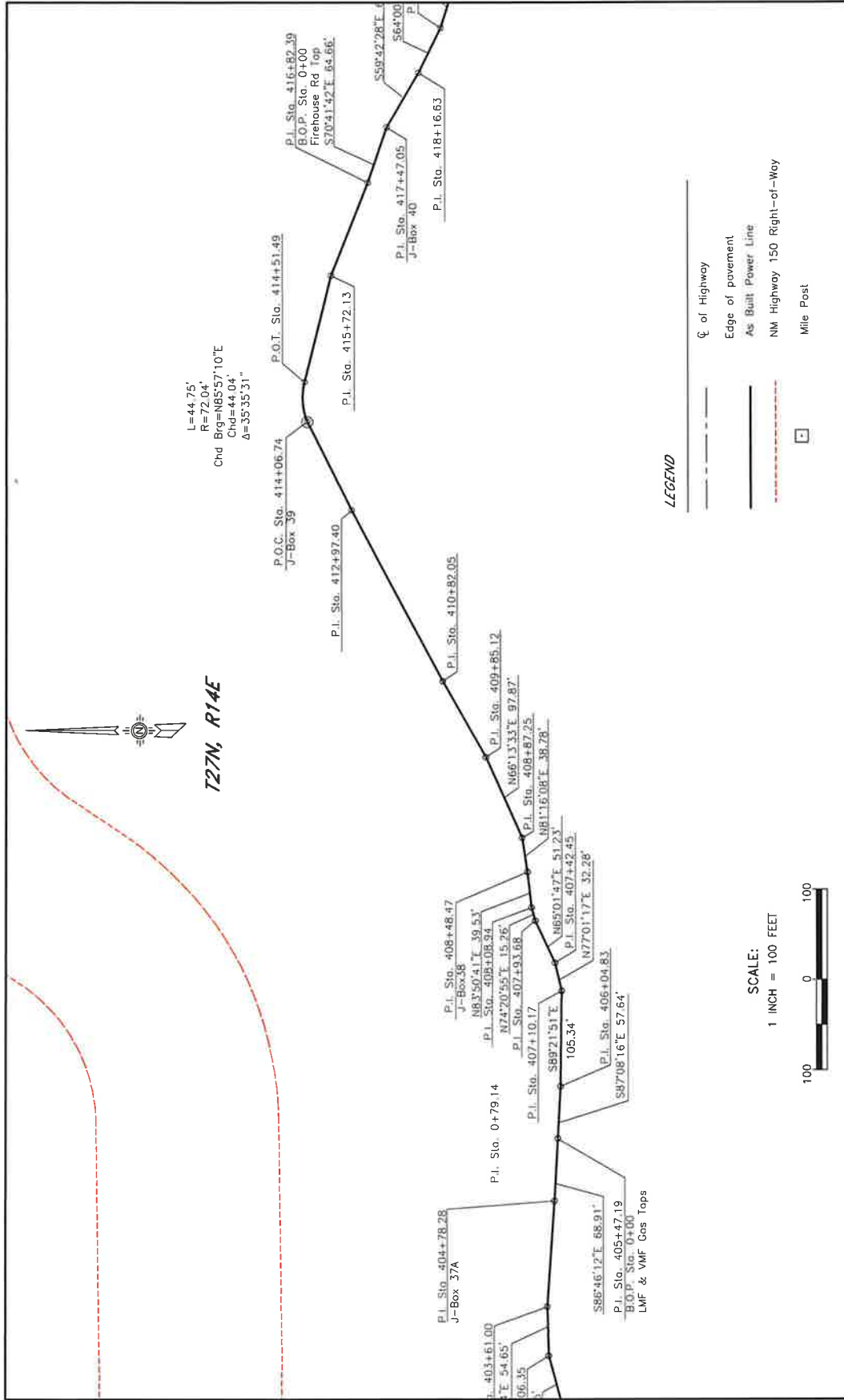
DATE: 11/11/16

PROJECT: NM HWY 150

SCALE: 1" = 100'

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Plots of Survey, T27N, R13E, NNPM, Exchange Survey
526 accepted November 4, 1952; T27N, R13E, NNPM,
Original Survey accepted April 12, 1950; H.E.S. No. 82 in
County of Taos, New Mexico, Surveyed and
accepted Feb. 11, 1916



REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Plots of Survey: 127N, R13E, N4PM, Exchange Survey
526 occupied November 4, 1952; 127N, R13E, N4PM,
Original Survey accepted April 12, 1954; 127N, R13E, No. 82 in
exchange with Survey 127N, R14E, N4PM,
accepted Feb. 11, 1916

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(800)

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

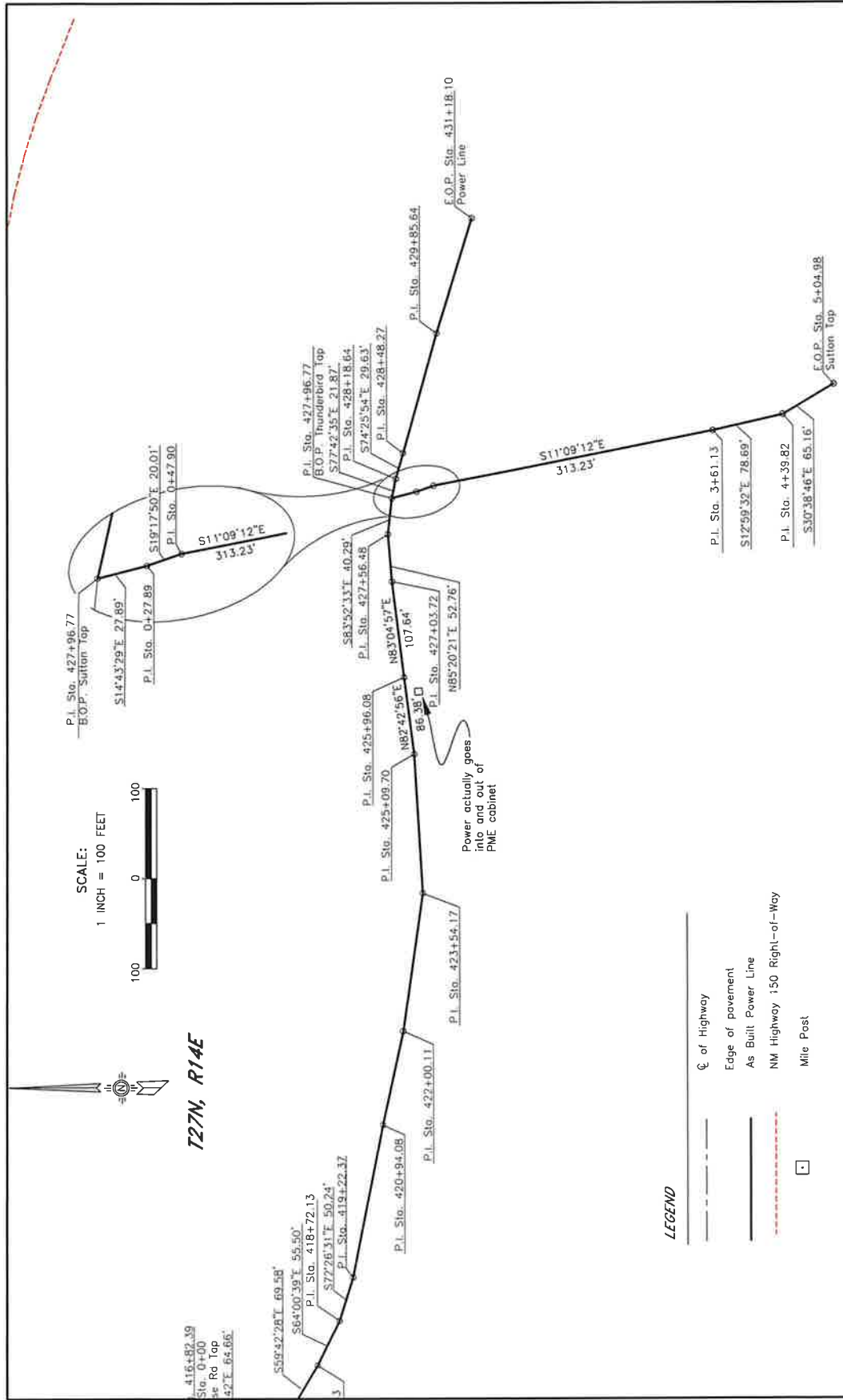
T&D SERVICES	Project No.	Sheet	Date	North Arrow
ALBUQUERQUE, NEW MEXICO		12/2/78		

STATE COUNTY DETAIL MAP NO.

NM TAOS

NM HIGHWAY 150
AS BUILT OCEAN BLVD
THREE PHASE URD POWER LINE

2 OF 3



T&D SERVICES
Professional Engineers - Licensed Surveyors

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Field of Survey: T27N, R13E, INM, Exchange Survey
526 accepted November 4, 1952; T27N, R13E, NMPA,
Original Survey accepted April 17, 1880; H.E.S. No. 82 in
Carson National Forest, unsurveyed T27N, R14E, INMPA,
accepted Feb. 11, 1916

NM HIGHWAY 150
AS BUILT OCEAN BLVD
THREE PHASE URD POWER LINE

STATE COUNTY DETAIL MAP NO.

NM TAOS 2 OF 3

Exhibit A
Dedication
Description of Dedicated Improvements
Electric-Fiber Optic

BASIS OF BEARING – Bearings shown hereon are based on the New Mexico State Plane Coordinate System, Central Zone, North American Datum of 1983

Ground to grid factor = 0.999579348422.
 $\Delta \alpha = 0^{\circ}24'13''$. All bearings are grid bearings, distances are ground distances.

Field data for this project was obtained using Trimble dual frequency GPS receivers in RTK and Static Mode. Horizontal and vertical control calibration was generated from National Geodetic Survey's Online Positioning User Service (OPUS) with an observation at the base control point.

The base control point is a true State Plane Coordinate. Coordinates are NAD83, New Mexico State Plane, Central Zone, in US Survey feet. All other points and coordinates are ground coordinates related to the base control point. All elevations are NAVD88.

All field work was completed by the field crews and supervised by Katherine C. Gallegos NMPLS No. 22500 on October 19, 2016

NOTICE: This illustration represents an as-built mapping of the power distribution line as shown. This illustration is not a retracement of Highway Right-of-Way and has developed only to show the distribution line location. It does not represent the boundary of the Highway Right-of-Way and the monuments recovered

SURVEYOR'S STATEMENT

This survey is subject to any facts that may be disclosed by a title search and abstract.

I, Katherine C. Gallegos New Mexico Professional Surveyor Number 22500, do hereby state that this easement plot is based on a field survey made by me or under my direct supervision; that this survey meets the "Minimum Standards for Surveying in New Mexico," and that this illustration represents the location of the underground distribution line in relation to the NM State Highway 150 right-of-way, to the best of my professional knowledge, information, and belief, it correctly represents the facts found at the time of survey.

Transmission & Distribution Services, LLC

Katherine C. Gallegos NMPLS 22500
CRedS 1602

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM
BLM Plots of Survey: 127N, R13E, N4PM, Exchange Survey
526 accepted November 4, 1952; 127N, R13E, N4PM,
Original Survey accepted April 12, 1893; H.E.S. No. 82 in
County of Santa Fe, New Mexico, Survey accepted
accepted Feb. 11, 1916

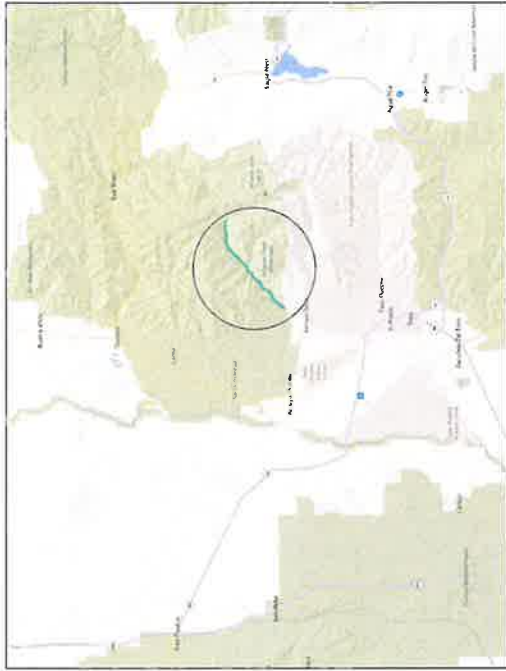
NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)



KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

TAOS SERVICES
DATE: 11/21/16
PROJECT NO. 11/21/16
PROJECT NO. 11/21/16

TAOS SKI VALLEY	AS BUILT	THREE PHASE URD POWER LINE	STATE	COUNTY	DETAIL	MAP NO.	COVER
			NM	TAOS			



AREA MAP
N.T.S.

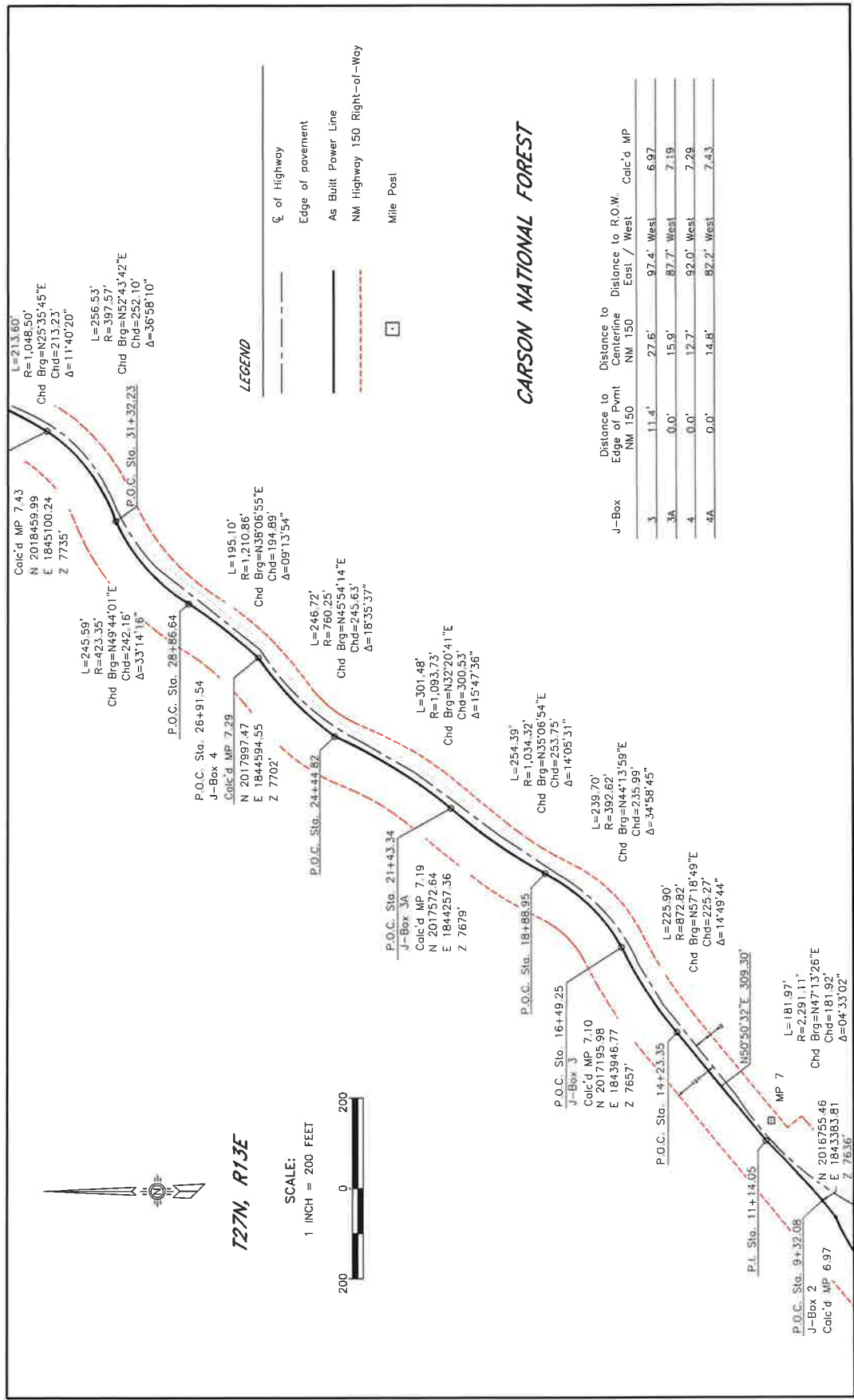
Coordinates shown in New Mexico
State Plane West, NAD83,
US Survey Feet converted to ground
coordinates.
Scale Factor = 0.999579348422
 $\Delta \alpha = 0^{\circ}24'13''$

Notice: This is a single page of a multi-page document.
No individual page can be interpreted alone and must be
considered in the context of the entire document,
including but not limited to descriptions, surveyor
statements, and plot.



RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

BLM Plots of Survey: 127N, R13E, N4PM, Exchange Survey
526 accepted November 4, 1952; 127N, R13E, N4PM,
Original Survey accepted April 12, 1890; H.E.S. No. 82 in
Carson National Forest, unsurveyed 127N, R14E, N4PM,
accepted Feb. 11, 1916



LEGEND

- Centerline
- - - Edge of Highway
- - - Edge of pavement
- - - As Built Power Line
- - - NM Highway 150 Right-of-Way
- Mile Post

Distance to Centerline

J-Box	Distance to Edge of Pavt	Distance to Centerline	Distance to R.O.W.	Calc'd MP
	NM 150	NM 150	East / West	
3	11.4'	27.6'	97.4' West	6.97
3A	0.0'	15.9'	87.7' West	7.19
4	0.0'	12.7'	92.0' West	7.29
4A	0.0'	14.8'	82.2' West	7.43

Scale:
1 INCH = 200 FEET

North Arrow

Kit Carson Electric Cooperative, Inc.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

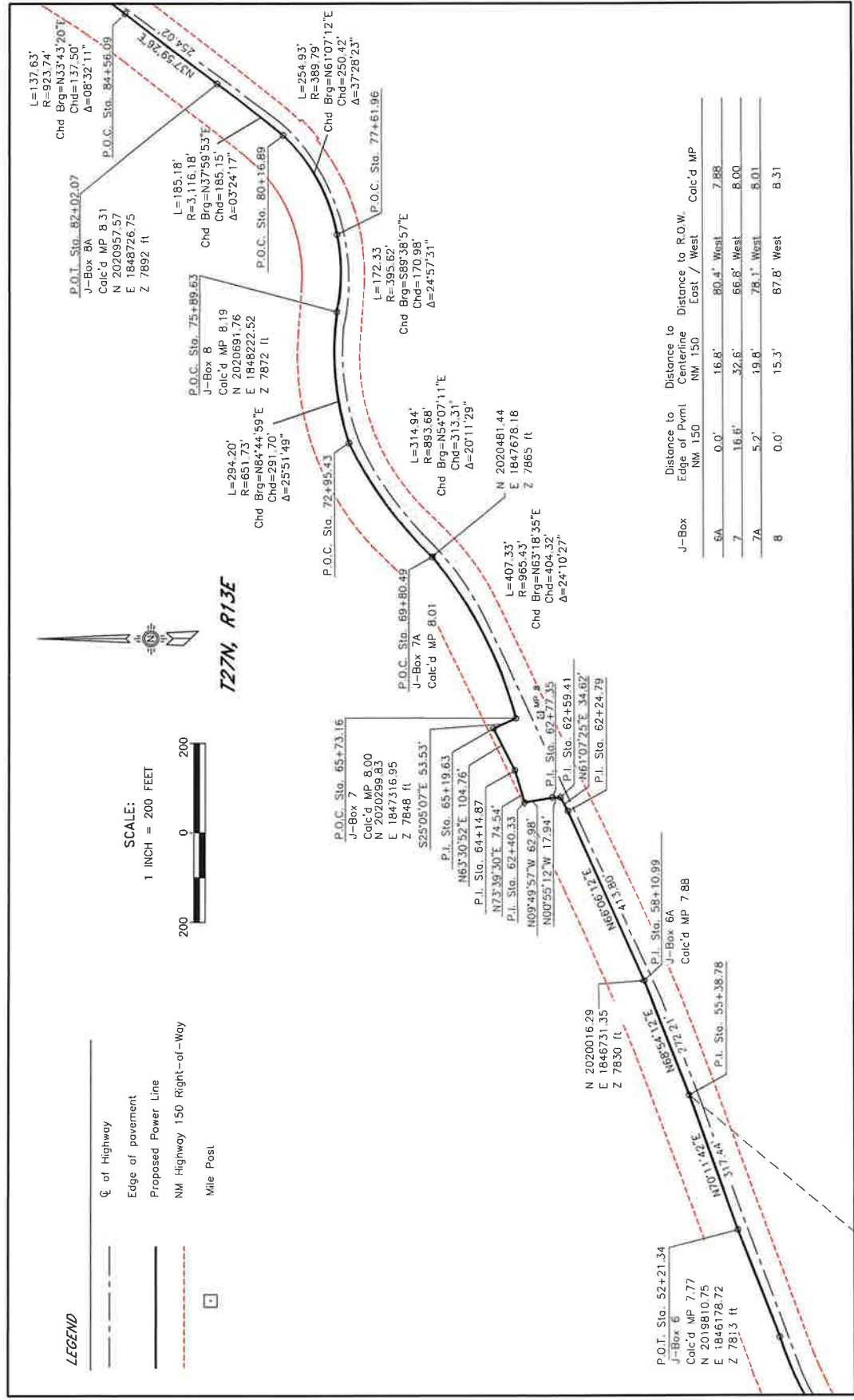
T&D SERVICES
Professional Engineers, Licensed Surveyors
Albuquerque, New Mexico
Date: 12/23/76

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO. SP-2538(900)

NM Highway 150
AS BUILT PARALLEL 2
THREE PHASE URD POWER LINE
STATE COUNTY DETAIL MAP NO. NM TAOS 1 OF 2

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Plats of Survey: T27N, R13E, INMPL, Exchange Survey
526 accepted November 4, 1952; T27N, R13E, INMPL,
Original Survey accepted April 12, 1890; H.L.S. No. 82 in
County of Lincoln, Nebraska, Platted and Surveyed
accepted Feb. 11, 1916



REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM; ARROYO SECO, NM

SUM File of Survey, T27N, R13E, N13W, Exchange Survey 528 accepted November 4, 1952; T27N, R13E, N13W, Original Survey accepted April 12, 1890; H.E.S. No. 82 in Carson National Forest, unsurveyed T27N, R14E, N13W, accepted Feb. 11, 1916

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO. SP-2538(900)

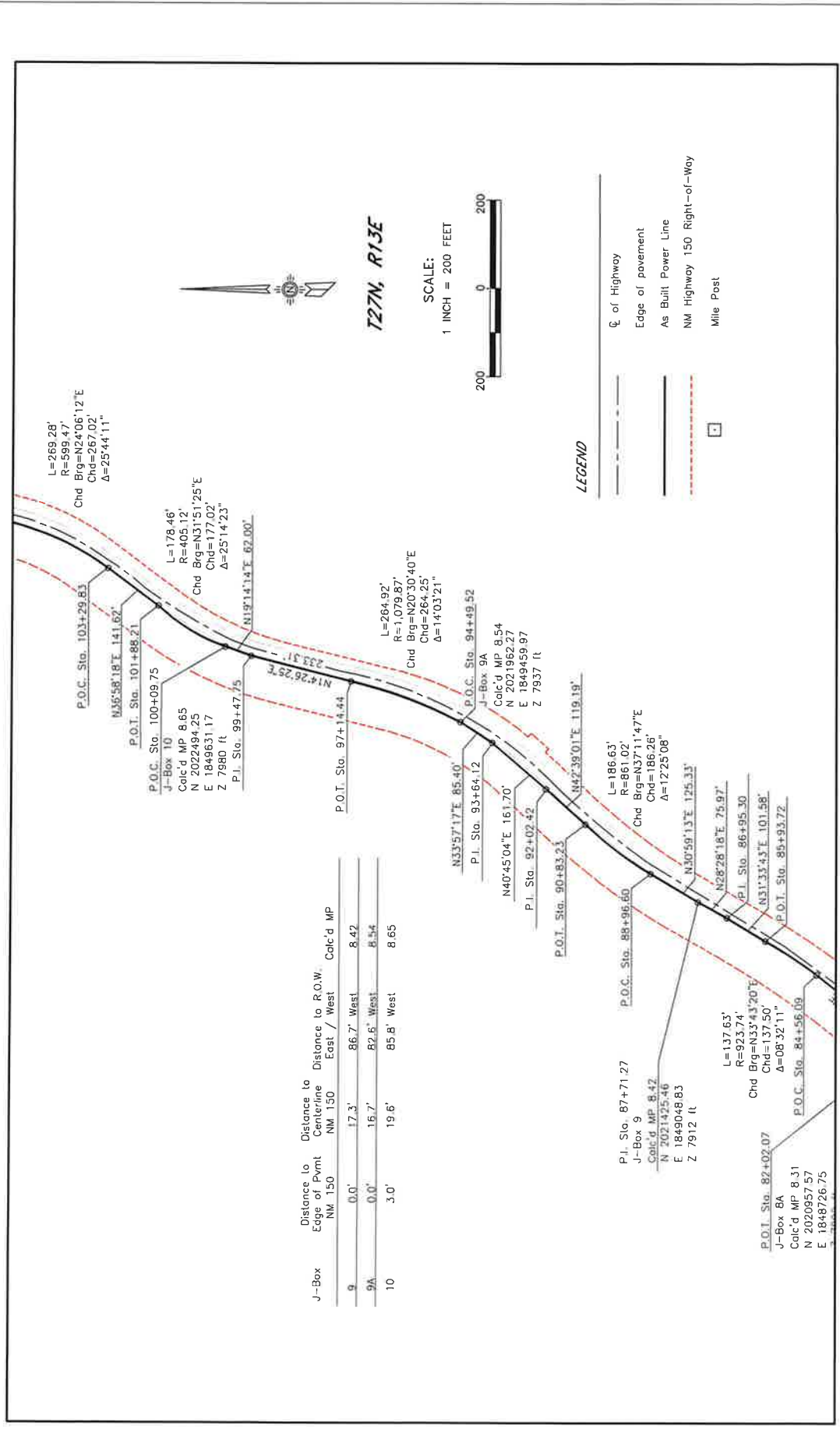
T&D SERVICES
Professional Engineers - Licensed Surveyors

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

APPROVED		DATE	FOR
ALBUQUERQUE, NEW MEXICO		11/11/78	TAOS

NM HIGHWAY 150
AS BUILT PARALLEL 3
THREE PHASE URD POWER LINE
STATE COUNTY DETAIL MAP NO.

NM TAOS 1 OF 3



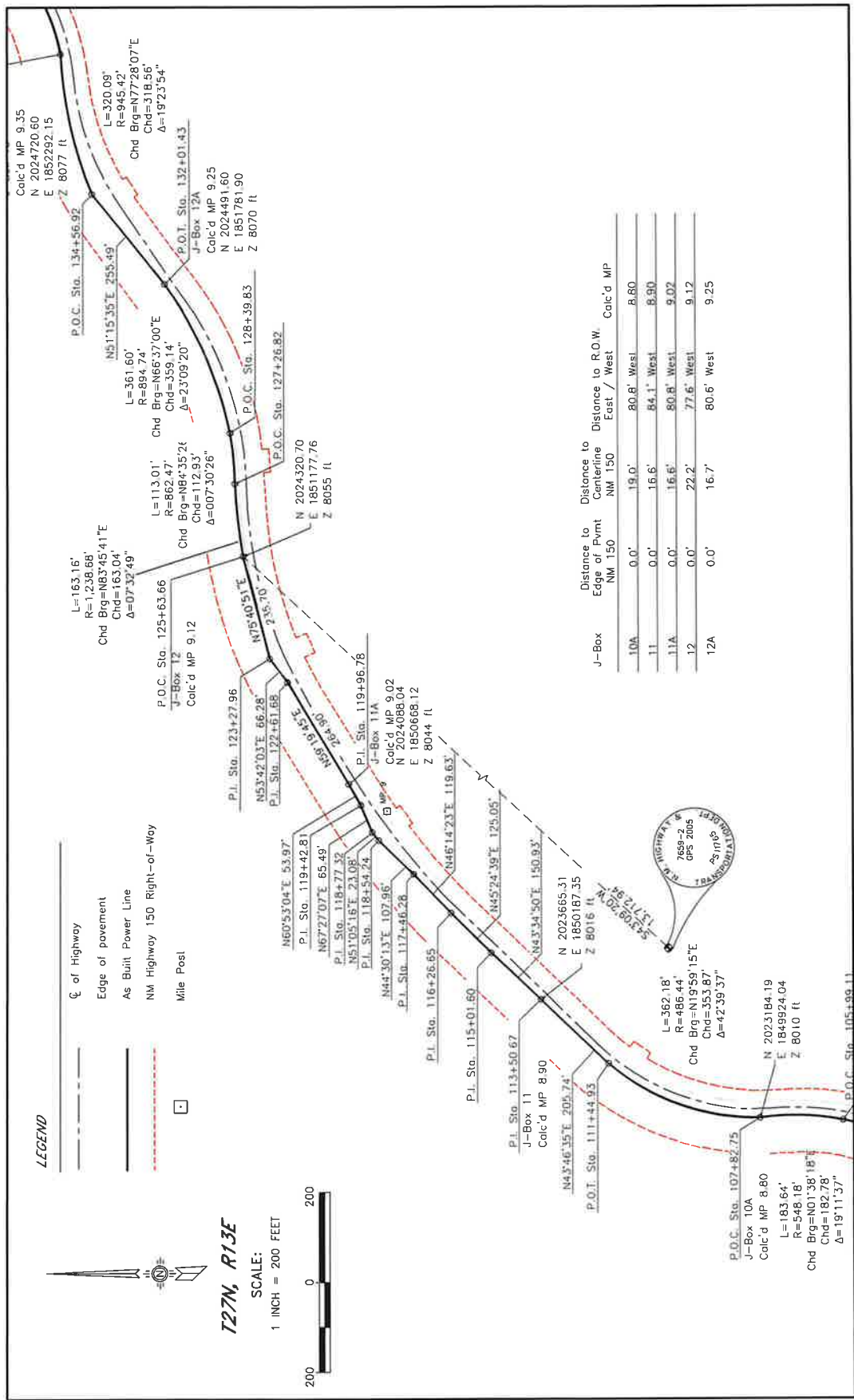
T&D SERVICES
Professional Engineers - Licensed in New Mexico

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO. SP-2538(900)

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM ARROYO SECO, NM

BLM Plots of Survey: T27N, R13E, N40W, E18W, E19W, E20W, E21W, E22W, E23W, E24W, E25W, E26W, E27W, E28W, E29W, E30W, E31W, E32W, E33W, E34W, E35W, E36W, E37W, E38W, E39W, E40W, E41W, E42W, E43W, E44W, E45W, E46W, E47W, E48W, E49W, E50W, E51W, E52W, E53W, E54W, E55W, E56W, E57W, E58W, E59W, E60W, E61W, E62W, E63W, E64W, E65W, E66W, E67W, E68W, E69W, E70W, E71W, E72W, E73W, E74W, E75W, E76W, E77W, E78W, E79W, E80W, E81W, E82W, E83W, E84W, E85W, E86W, E87W, E88W, E89W, E90W, E91W, E92W, E93W, E94W, E95W, E96W, E97W, E98W, E99W, E100W, E101W, E102W, E103W, E104W, E105W, E106W, E107W, E108W, E109W, E110W, E111W, E112W, E113W, E114W, E115W, E116W, E117W, E118W, E119W, E120W, E121W, E122W, E123W, E124W, E125W, E126W, E127W, E128W, E129W, E130W, E131W, E132W, E133W, E134W, E135W, E136W, E137W, E138W, E139W, E140W, E141W, E142W, E143W, E144W, E145W, E146W, E147W, E148W, E149W, E150W, E151W, E152W, E153W, E154W, E155W, E156W, E157W, E158W, E159W, E160W, E161W, E162W, E163W, E164W, E165W, E166W, 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SP-2538(600)

NEW MEXICO STATE HIGHWAY COMMISSION

RIGHT OF WAY MAP

NEW MEXICO PROJECT NO.

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM; ARROYO SECO, NM

BLM Photo of Survey 127N, R13E, N4PM, Exchange Survey 526 accepted November 4, 1992; 127N, R13E, N4PM, Original Survey accepted April 12, 1980; N.E.S. No. 82 in Carson National Forest, unurveyed 127N, R14E, N4PM, accepted Feb. 11, 1916

NM HIGHWAY 150

AS BUILT PARALLEL 3

THREE PHASE URD POWER LINE

STATE COUNTY DETAIL MAP NO.

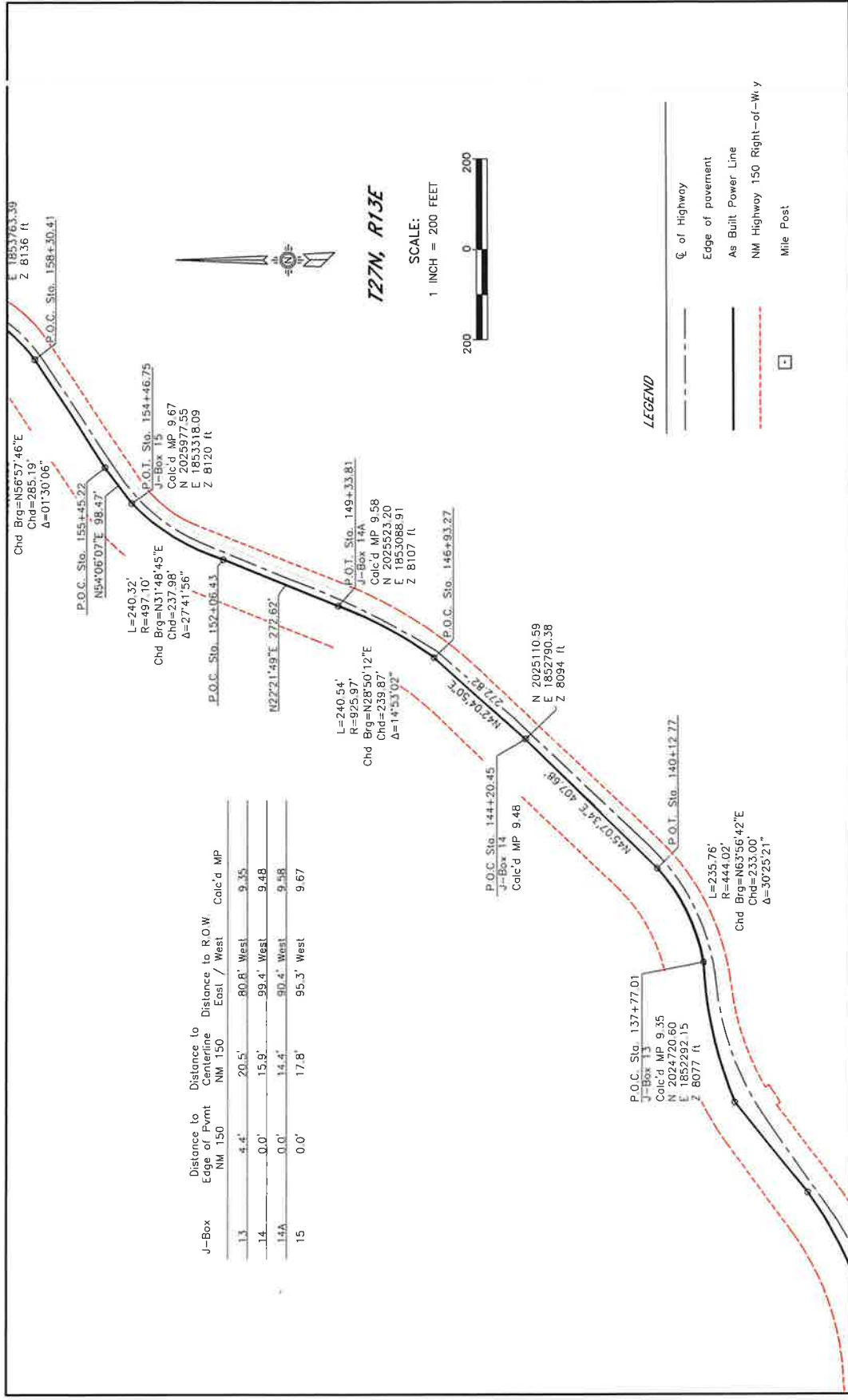
NM TAOS

3 OF 3

DATE: 11/23/14

PROJECT: NEW MEXICO 11 TAOS

SCALE: 1"=200'



J-Box	Distance to Edge of Pmnt	Distance to Centerline	Distance to R.O.W	Calc'd MP
	NM 150	NM 150	East / West	
13	4.4'	20.5'	80.6' West	9.35
14	0.0'	15.9'	99.4' West	9.48
14A	0.0'	14.4'	90.4' West	9.58
15	0.0'	17.8'	95.3' West	9.67

T&D SERVICES
Professional Engineers - Licensed Surveyors

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO. SP-2538(600)

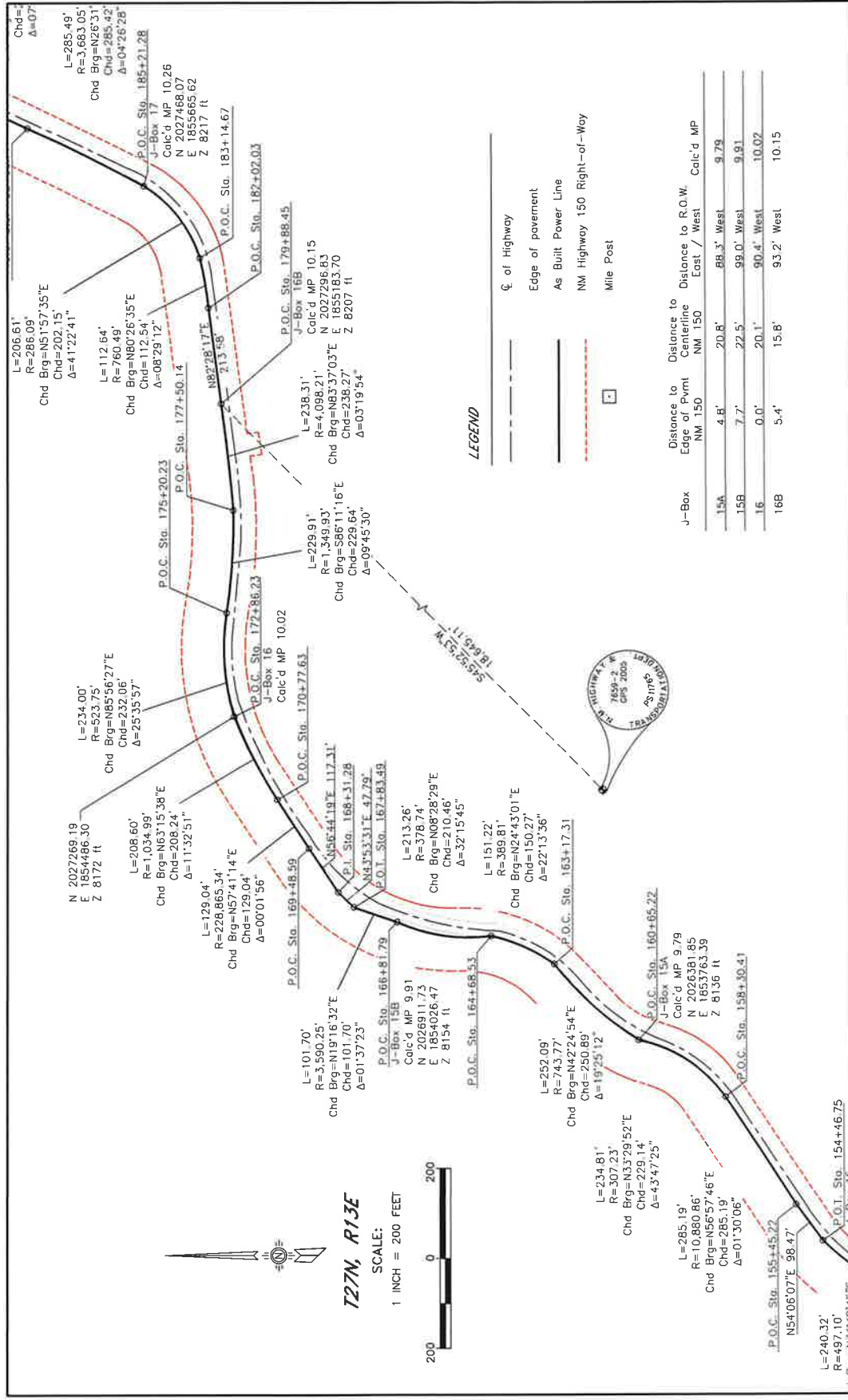
REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM ARROYO SECO, NM

BLM Public Land Survey: 127N, R13E, N40W, Exchange Survey 526 accepted November 4, 1952; 127N, R13E, N40W, Original Survey accepted April 12, 1890; H.E.S. No. 82 in 1916; 127N, R13E, N40W, Exchange Survey 526 accepted Feb. 11, 1916

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

TAOS SERVICES
OWNER: KIT CARSON ELECTRIC COOPERATIVE, INC.
DESIGNER: T&D SERVICES
DATE: 11/13/21
APPROVED: [Signature]
CHECKED: [Signature]

NM HIGHWAY 150
THREE PHASE UTD POWER LINE
STATE COUNTY DETAIL MAP NO.
NM TAOS
1 OF 3



T27N, R13E

SCALE:
1 INCH = 200 FEET



LEGEND

- Centerline of Highway
- Edge of pavement
- As Built Power Line
- NM Highway 150 Right-of-Way
- Mile Post

J-Box	Distance to Edge of Pmt NM 150	Distance to Centerline NM 150	Distance to R.O.W.	
			East / West	Calc'd MP
15A	4.8'	20.8'	88.3' West	9.79
15B	7.7'	22.5'	99.0' West	9.91
16	0.0'	20.1'	90.4' West	10.02
16B	5.4'	15.8'	93.2' West	10.15

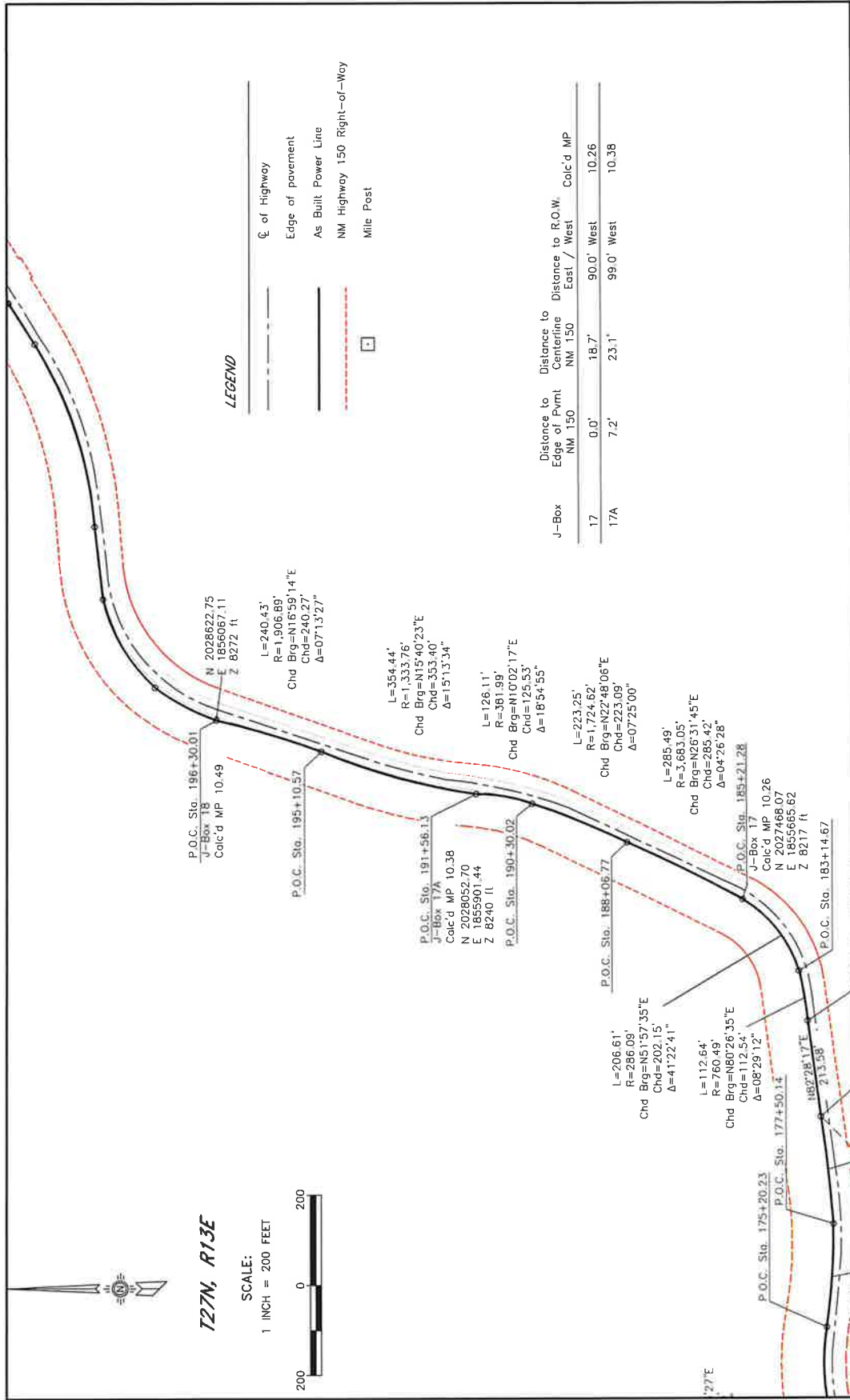
REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Field of Survey: T27N, R13E, N14W, E14W, Exchange Survey
528 accepted November 4, 1952; 127N, R13E, N14W, N15W,
Original Survey accepted April 12, 1890; H.E.S. No. 82 in
Carson National Forest, unsurveyed 127N, R13E, N14W,
accepted Feb. 11, 1916



KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

NM HIGHWAY 150 AS BUILT PARALLEL 4	
THREE PHASE URD POWER LINE	
STATE	COUNTY
TAOS	2 OF 3



T&D SERVICES
Professional Engineers - Licensed Surveyors

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

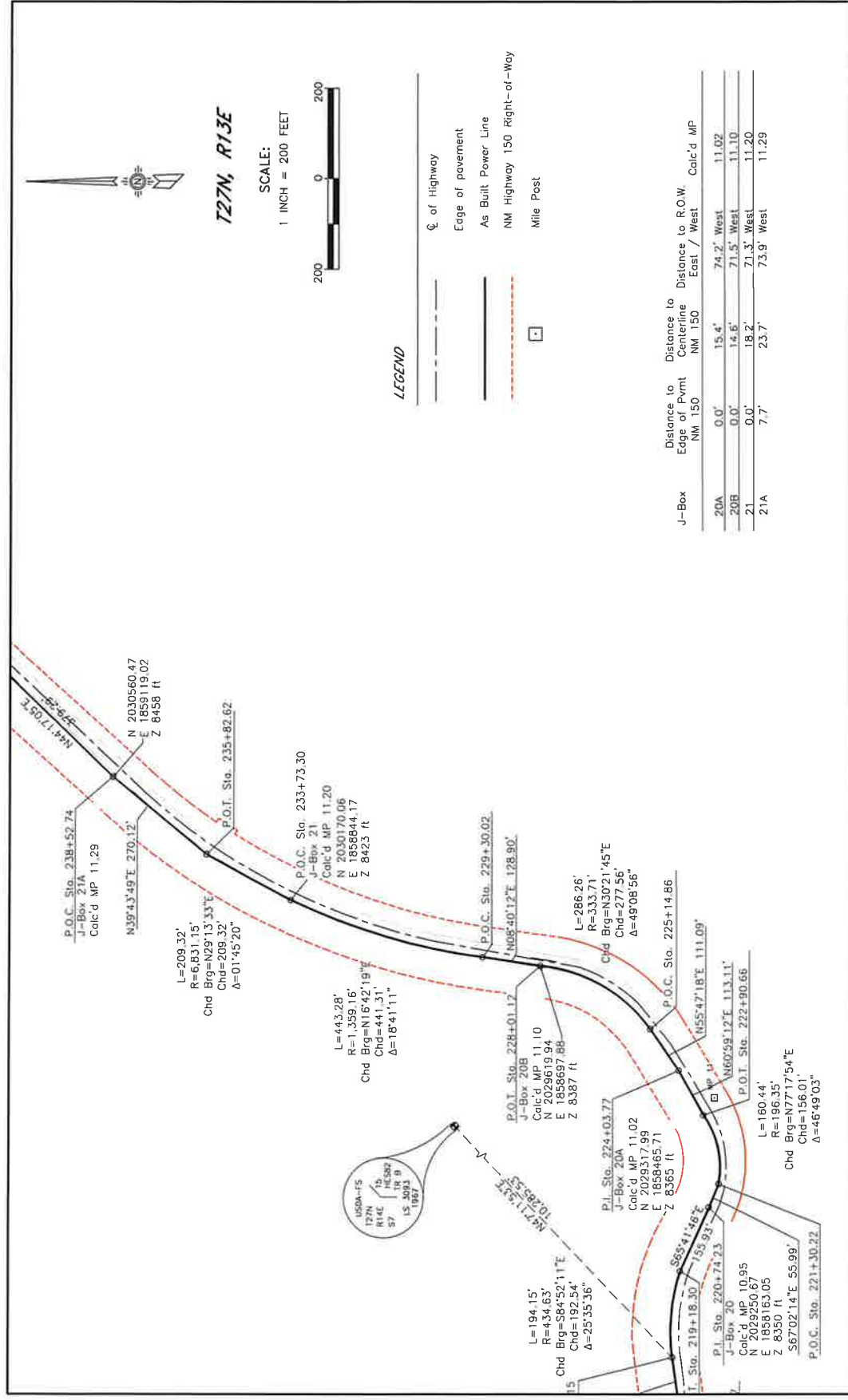
REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Plots of Survey 127N, R13E, N4PM, Exchange Survey
526 accepted November 4, 1932; 127N, R13E, N4PM,
Original Survey accepted April 12, 1890; H.E.S. No. 82 in
Consolidated Survey Report for undurveyed 127N, R14E, N4PM,
accepted Feb. 1, 1916

NM HIGHWAY 150
AS BUILT PARALLEL 4
THREE PHASE URD POWER LINE

STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		3 OF 3





T&D SERVICES
Professional Engineers - Licensed Surveyors

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

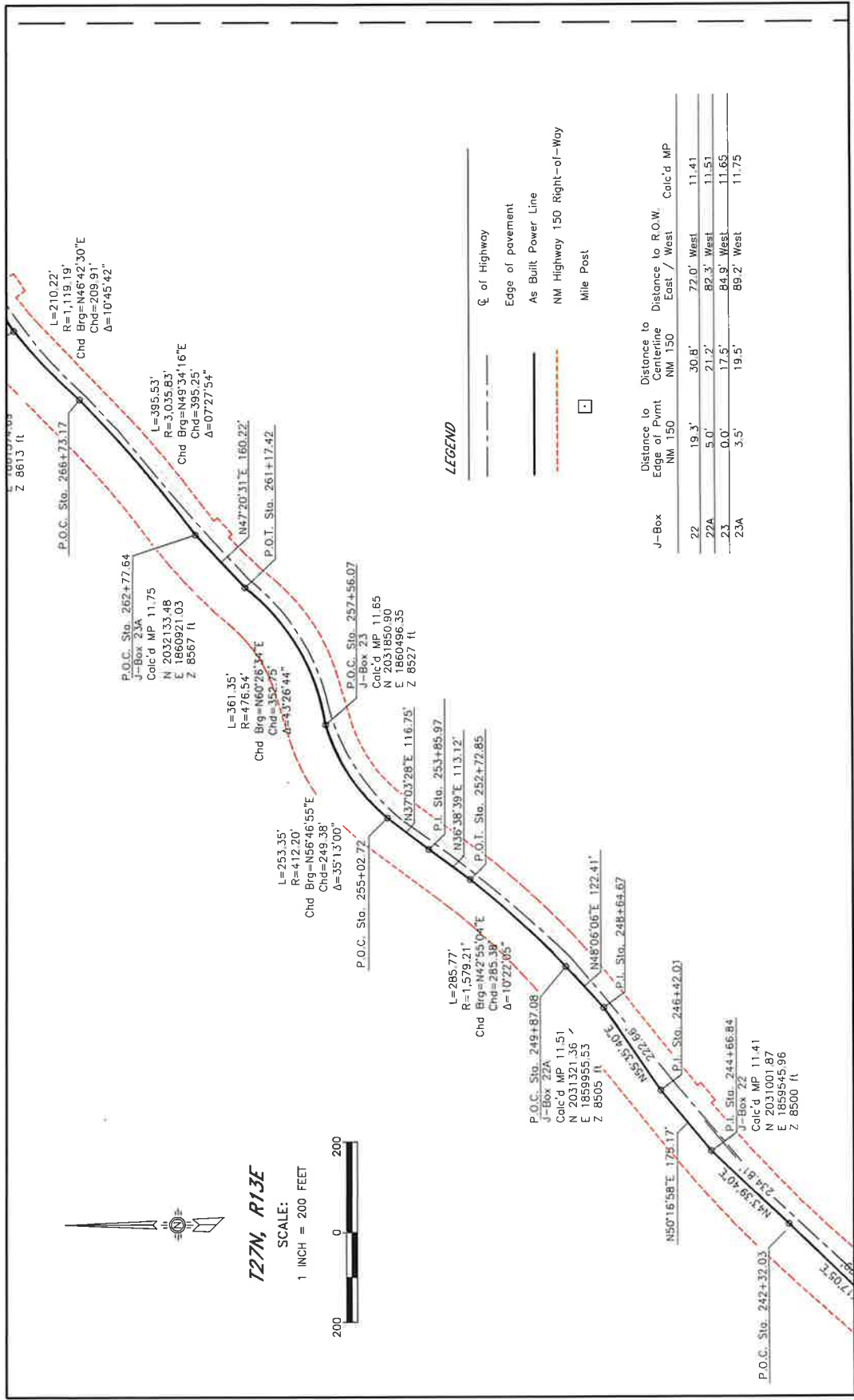
NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO. SP-253B(600)

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Photo of Survey: T27N, R13E, N14W, Exchange Survey
526 accepted November 4, 1952; T27N, R13E, N14W,
Original Survey accepted April 12, 1980; H.E.S. No. 82 in
Carson National Forest, unsurveyed T27N, R14E, N14W,
accepted Feb. 11, 1916

NM HIGHWAY 150
AS BUILT PARALLEL 5
THREE PHASE URD POWER LINE

STATE	COUNTY	DETAIL	MAP NO.
NM	TAOS		2 OF 7



REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

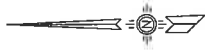
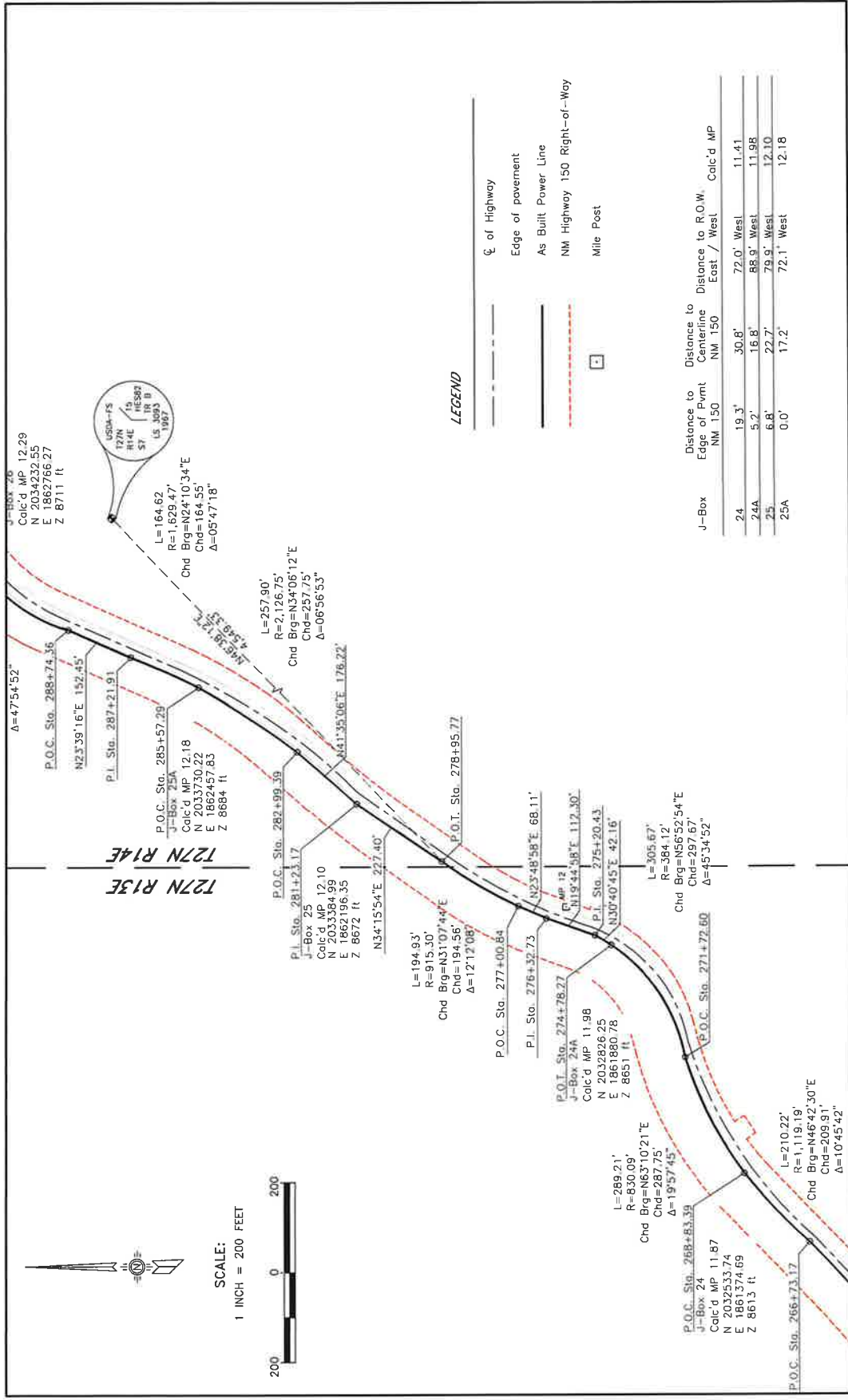
BLM Plots of Survey, T27N, R13E, N49N, Exchange Survey
526 accepted November 4, 1952; T27N, R13E, N49N,
Original Survey accepted April 12, 1880; H.E.S. No. 82 in
Carson National Forest, unsurveyed T27N, R14E, N49N,
accepted Feb. 11, 1916

NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2536(900)

T&D SERVICES
Professional Engineers Licensed Surveyors

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

NM HIGHWAY 150		AS BUILT PARALLEL 5		THREE PHASE URD POWER LINE	
STATE	COUNTY	DETAIL	MAP NO.		
NM	TAOS			3 OF 7	



SCALE:

1 INCH = 200 FEET



LEGEND

- § of Highway
- Edge of pavement
- As Built Power Line
- - - NM Highway 150 Right-of-Way
- Mile Post

J-Box	Distance to Edge of Pavt	Distance to Centerline	Distance to R.O.W.	Calc'd MP
	NM 150	NM 150	East / West	
24	19.3'	30.8'	72.0' West	11.41
24A	5.2'	16.8'	86.9' West	11.98
25	6.8'	22.7'	79.9' West	12.10
25A	0.0'	17.2'	72.1' West	12.18

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM ARROYO SECO, NM

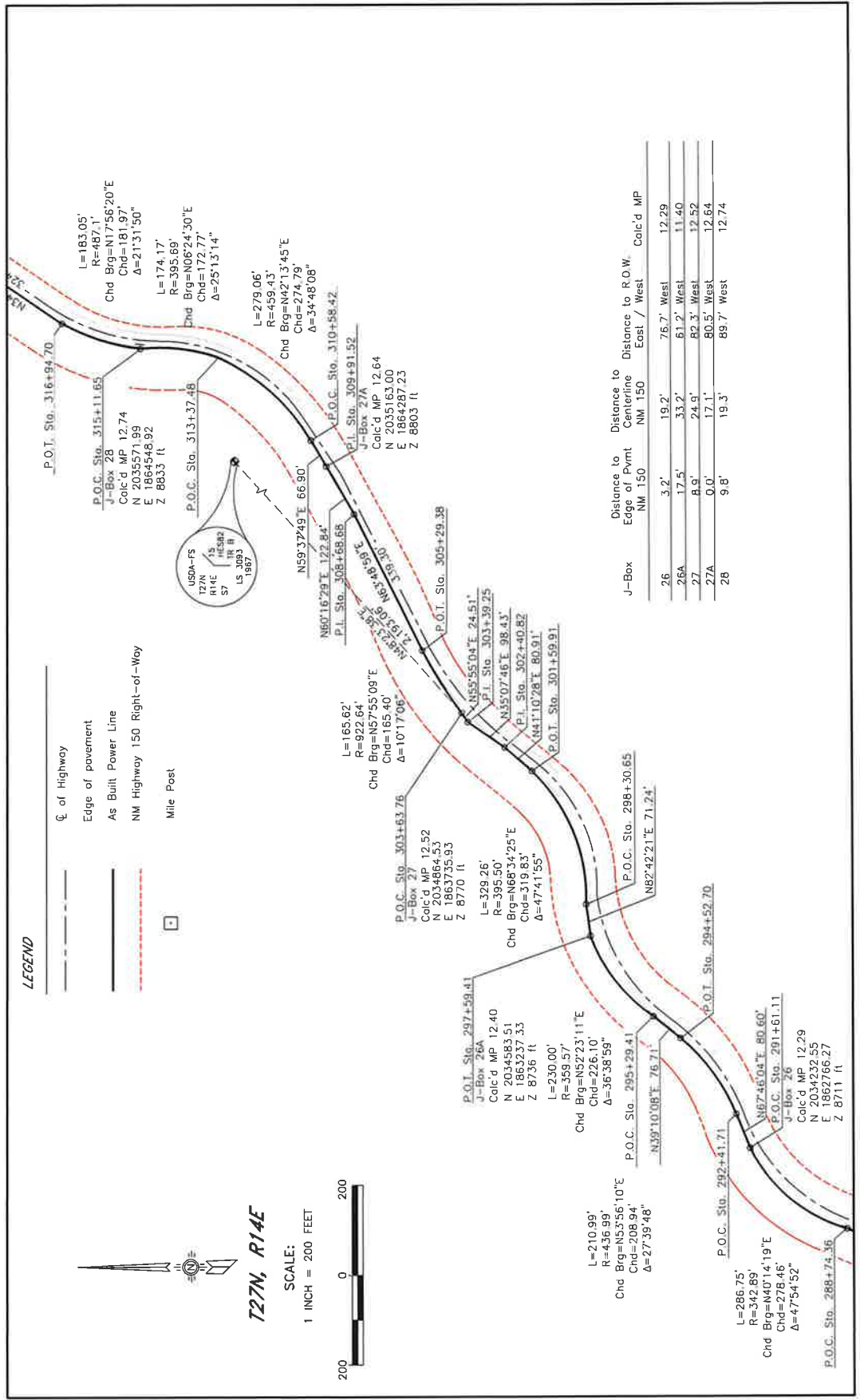
NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(600)



KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

NM HIGHWAY 150	AS BUILT PARALLEL 5	THREE PHASE URD POWER LINE
STATE	COUNTY	DETAIL
NM	TAOS	4 OF 7

BLM Plots of Survey: 127N, R13E, N18W, Exchange Survey 526 accepted November 4, 1952; 127N, R13E, N18W, Original Survey, accepted April 12, 1950; H.E.S. No. 87 in 1950; 127N, R13E, N18W, Exchange Survey 526 accepted February 11, 1916



T&D SERVICES
Professional Engineers - Licensed Surveyors

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

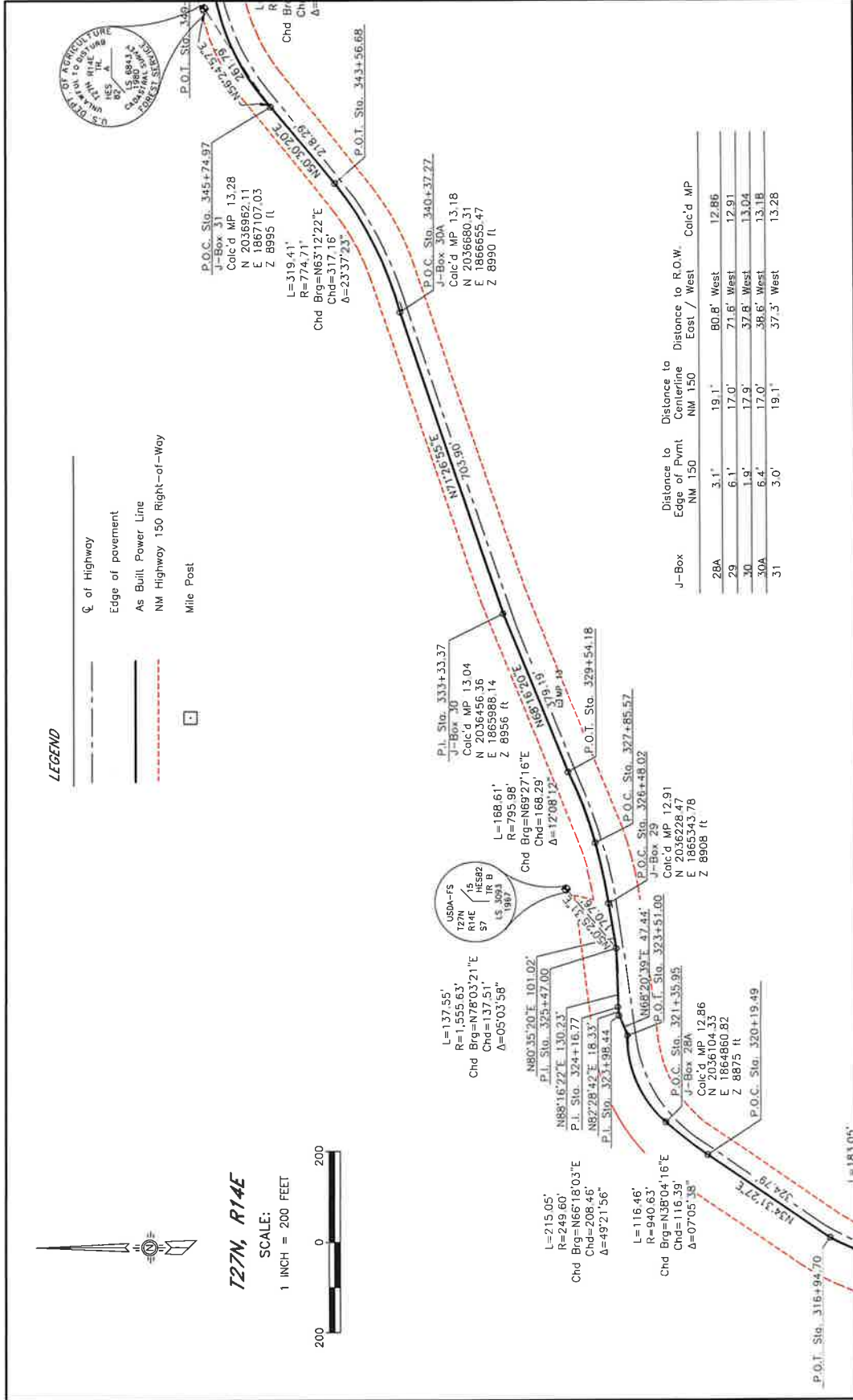
NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2538(900)

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Data of Survey: T27N, R13E, N40N, Exchange Survey
528 accepted November 4, 1952; T27N, R13E, N40N,
Original Survey accepted April 12, 1890; H.E.S. No. 82 in
Carson National Forest, unsurveyed T27N, R14E, N40N,
accepted Feb. 11, 1916

NM HIGHWAY 150
AS BUILT PARALLEL 5
THREE PHASE UTD POWER LINE

STATE COUNTY DETAIL MAP NO.
NM TAOS 5 OF 7



LEGEND

- Centerline of Highway
- Edge of pavement
- As Built Power Line
- NM Highway 150 Right-of-Way
- Mile Post

T27N, R14E

SCALE:
1 INCH = 200 FEET

J-Box	Distance to Edge of Pavt	Distance to Centerline	Distance to R.O.W.	Calc'd MP
28A	3.1'	19.1'	80.8' West	12.86
29	6.1'	17.0'	71.6' West	12.91
30	1.9'	17.9'	37.8' West	13.04
30A	5.4'	17.0'	38.6' West	13.18
31	3.0'	19.1'	37.3' West	13.28

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Field of Survey T27N, R14E, NUPM, Exchange Survey
528 accepted November 4, 1952; T27N, R14E, NUPM,
Original Survey accepted April 12, 1890; H.E.S. No. 82 n
Survey accepted March 1, 1916



KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

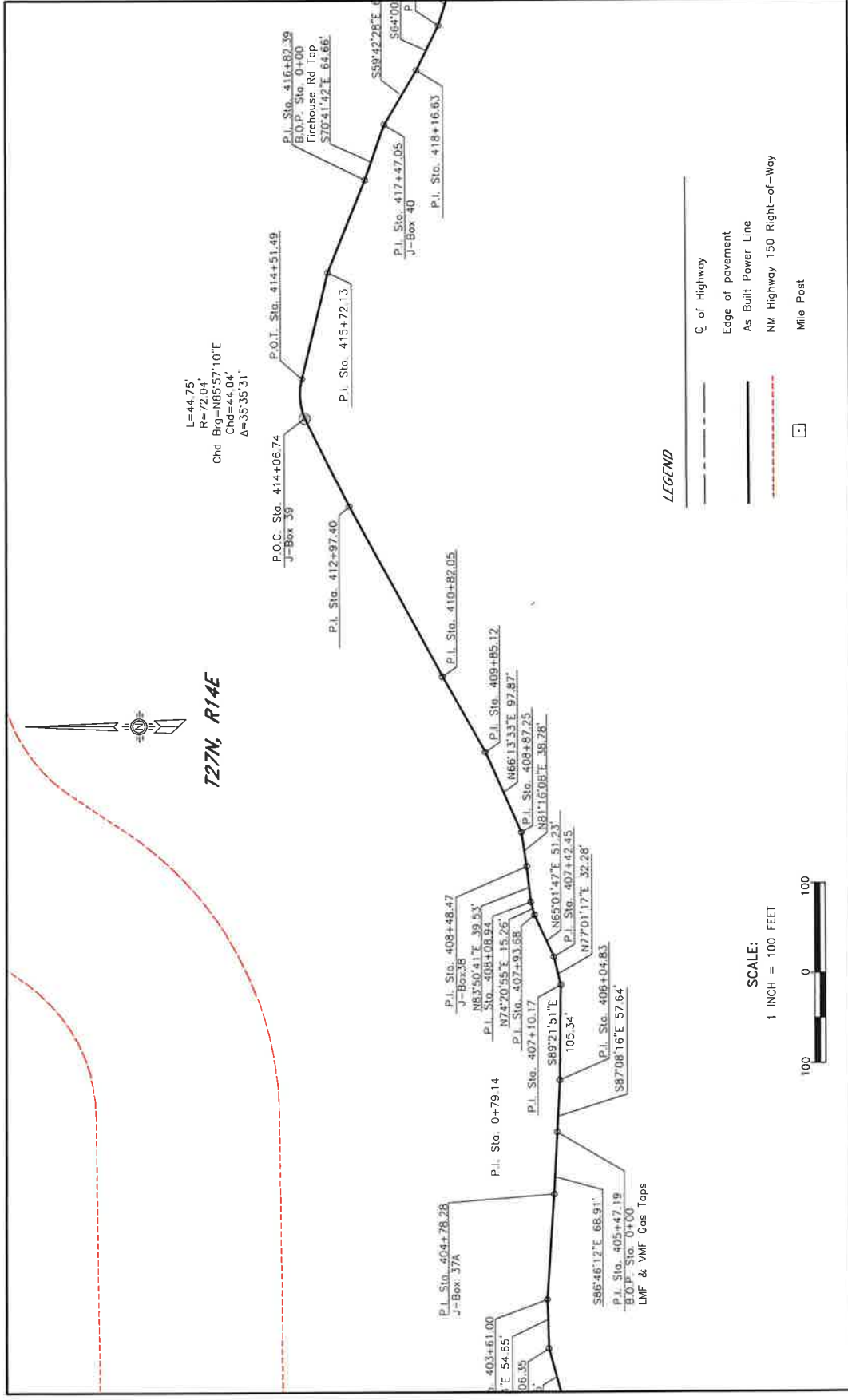
NM	TAOS	8 OF 7
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NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO. 00
SP-2538(900)

REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
APROYO SECO, NM

BLM Plots of Survey: T27N, R13E, NMPM, Exchange Survey
5276 accepted November 4, 1952; T27N, R13E, NMPM,
Original Survey accepted April 12, 1890; H.13E, No. 82 in
Carson National Forest, unsurveyed T27N, R14E, NMPM,
accepted Feb. 11, 1915



REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM
ARROYO SECO, NM

BLM Plans of Survey: T27N, R14E, N49M, Exchange Survey
528 accepted November 4, 1952; T27N, R14E, N49M,
Original Survey accepted April 12, 1890; T.E.S. No. 82 in
Conservation Survey accepted April 12, 1960; T27N, R14E, N49M,
Accepted Feb. 11, 1916

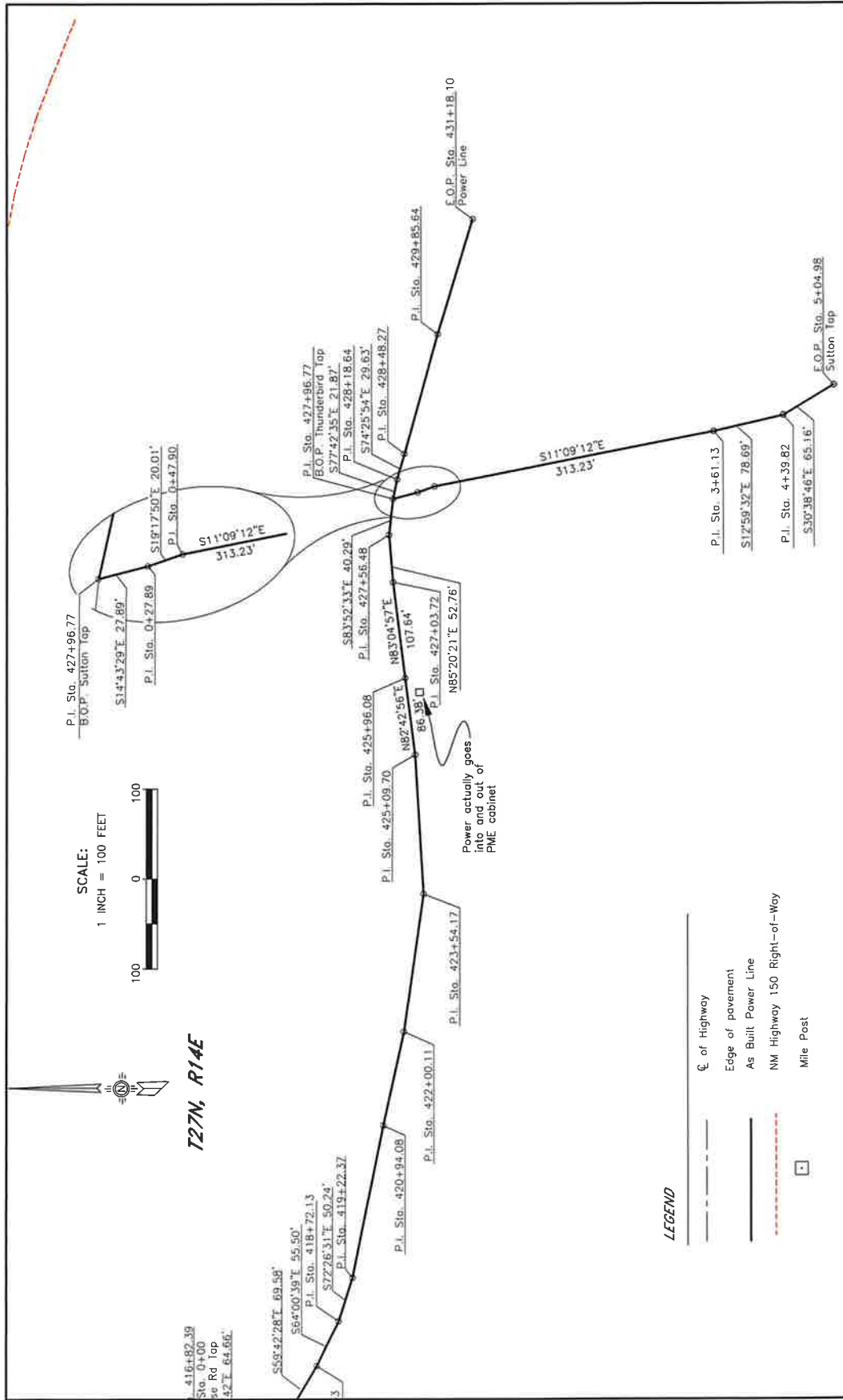
NEW MEXICO STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
SP-2539(600)

KIT CARSON ELECTRIC COOPERATIVE, INC.
TAOS, NEW MEXICO
NEW MEXICO 11 TAOS

TAXI SERVICES	ALBUQUERQUE, NEW MEXICO	DATE: 7/2/74	SHEET NO. 100	PROJECT NO.	SHEET NO.
			NM		2 OF 3

NM HIGHWAY 150
AS BUILT OCEAN BLVD
THREE PHASE URD POWER LINE

STATE COUNTY DETAIL MAP NO.



NEW MEXICO STATE HIGHWAY COMMISSION RIGHT OF WAY MAP NEW MEXICO PROJECT NO. SP-2538(600)				KIT CARSON ELECTRIC COOPERATIVE, INC. TAOS, NEW MEXICO NEW MEXICO 11 TAOS				NM HIGHWAY 150 AS BUILT OCEAN BLVD THREE PHASE URD POWER LINE			
TD SERVICES Professional Engineers Licensed Surveyors				TAD SERVICES PREPARED BY: [Signature] DATE: 11/11/16				STATE: NM COUNTY: TAOS MAP NO. 2 OF 3			
REFERENCES: USGS 7.5 MIN. QUADS: WHEELER PEAK, NM ARROYO SECO, NM				BLM Photo of Survey: T27N, R14E, N4PM, Exchange Survey 526 accepted November 4, 1952; T27N, R14E, N4PM, Original Survey accepted April 12, 1980; N.E.S. No. 82 in County of Taos, New Mexico, accepted February 1, 1916							

Exhibit B to Dedication
Schedule of Costs of Electric and Fiber
Optic Improvements

Route 150 Joint Utility Trench
Electric & Fiber Component Schedule of Costs
April 30, 2025

	Interest Rate*	Days	Route 150 Utility Trench		
			Electrical	Fiber	TOTAL
Original Construction Cost			\$ 4,946,816	\$ 3,449,799	\$ 8,396,615
FY 2018					
Beg. Balance			\$ 4,946,816	\$ 3,449,799	\$ 8,396,615
3/31/18 Interest	3.48%	90	\$ 42,448	\$ 29,602	\$ 72,050
6/30/18 Interest	3.48%	91	\$ 43,249	\$ 30,161	\$ 73,718
Ending Balance			\$ 5,032,512	\$ 3,509,561	\$ 8,542,074
FY 2019					
9/30/18 Interest	3.87%	92	\$ 49,090	\$ 34,234	\$ 83,324
12/31/18 Interest	3.87%	92	\$ 49,090	\$ 34,234	\$ 83,324
3/31/19 Interest	3.66%	90	\$ 45,417	\$ 31,673	\$ 77,089
6/30/19 Interest	3.66%	91	\$ 45,921	\$ 32,025	\$ 77,946
Ending Balance			\$ 5,222,030	\$ 3,641,727	\$ 8,863,756
FY 2020					
9/30/19 Interest	3.03%	92	\$ 39,882	\$ 27,813	\$ 67,695
12/31/19 Interest	3.03%	92	\$ 39,882	\$ 27,813	\$ 67,695
3/31/20 Interest	2.88%	91	\$ 37,393	\$ 26,077	\$ 63,470
6/30/20 Interest	2.88%	91	\$ 37,393	\$ 26,077	\$ 63,470
Ending Balance			\$ 5,376,580	\$ 3,749,506	\$ 9,126,087
FY 2021					
9/30/20 Interest	1.69%	92	\$ 22,926	\$ 15,988	\$ 39,078
12/31/20 Interest	1.69%	92	\$ 22,941	\$ 15,998	\$ 38,939
3/31/21 Interest	1.93%	91	\$ 25,914	\$ 18,072	\$ 43,986
6/30/21 Interest	1.93%	91	\$ 25,914	\$ 18,072	\$ 43,986
Ending Balance			\$ 5,474,275	\$ 3,817,637	\$ 9,291,912
FY 2022					
9/30/2021 interest	2.48%	92	\$ 34,219	\$ 23,864	\$ 58,083
12/31/21 interest	2.48%	92	\$ 34,219	\$ 23,864	\$ 58,083
3/31/22 interest	2.52%	90	\$ 34,015	\$ 23,722	\$ 57,737
6/30/22 interest	2.52%	91	\$ 34,393	\$ 23,985	\$ 58,379
6/30/22 Balance			\$ 5,611,123	\$ 3,913,071	\$ 9,524,194
FY 2023					
9/30/22 interest	3.88%	92	\$ 54,875	\$ 38,269	\$ 93,144
12/31/22 interest	3.88%	92	\$ 54,875	\$ 38,269	\$ 93,144
3/31/23 interest	4.79%	90	\$ 66,273	\$ 46,217	\$ 112,490
6/30/23 interest	4.79%	91	\$ 67,009	\$ 46,731	\$ 113,740
6/30/23 Balance			\$ 5,854,155	\$ 4,082,557	\$ 9,936,712
FY 2024					
9/30/23 interest	4.86%	92	\$ 71,713	\$ 50,011	\$ 121,723
12/31/23 interest	4.86%	92	\$ 71,713	\$ 50,011	\$ 121,723
3/31/24 interest	4.95%	91	\$ 72,247	\$ 50,383	\$ 122,630
6/30/24 interest	4.95%	91	\$ 72,247	\$ 50,383	\$ 122,630
6/30/24 Balance			\$ 6,142,074	\$ 4,283,345	\$ 10,425,419
FY 2025					
9/30/24 interest	5.48%	92	\$ 84,838	\$ 59,164	\$ 144,002
12/31/24 interest	5.48%	92	\$ 84,838	\$ 59,164	\$ 144,002
03/31/25 interest	5.57%	90	\$ 84,357	\$ 58,829	\$ 143,185
04/30/25 interest	5.57%	30	\$ 28,119	\$ 19,610	\$ 47,728
04/30/25 Balance			\$ 6,424,226	\$ 4,480,111	\$ 10,904,337

*The interest rate is reset on January 1 and July 1 of each year and is equal to the 10 Year Treasury Rate plus 1.0%. Interest is calculated quarterly on a 365 day basis and compounded annually.

Vendor	Tran Date	Comment	Total	Electric	Natural Gas*	Fiber
IGHWAY SUPPLY						
N00	12/02/2015	HIG008 traffic control	\$ 74,910.00	\$ 24,970.00	\$ 24,970.00	\$ 24,970.00
N00	12/02/2015	HIG008 traffic control GRT	\$ 6,507.81	\$ 2,169.27	\$ 2,169.27	\$ 2,169.27
A02	03/28/2016	HIG008 traffic control	\$ 61,765.00	\$ 20,588.33	\$ 20,588.33	\$ 20,588.33
A02	03/28/2016	HIG008 traffic control GRT	\$ 5,365.83	\$ 1,788.61	\$ 1,788.61	\$ 1,788.61
N00	04/28/2016	HIG008 4/2016 traffic control	\$ 75,820.00	\$ 25,273.33	\$ 25,273.33	\$ 25,273.33
N00	04/28/2016	HIG008 4/2016 traffic GRT	\$ 6,586.86	\$ 2,195.62	\$ 2,195.62	\$ 2,195.62
N00	06/23/2016	HIG008 4/26-5/26 traffic contr	\$ 109,445.00	\$ 36,481.67	\$ 36,481.67	\$ 36,481.67
N00	06/23/2016	HIG008 4/26-5/26 traffic GRT	\$ 9,508.04	\$ 3,169.35	\$ 3,169.35	\$ 3,169.35
N00	10/12/2016	HIG008 June traffic control	\$ 78,960.00	\$ 26,320.00	\$ 26,320.00	\$ 26,320.00
N00	10/12/2016	HIG008 June traffic controlGRT	\$ 6,859.65	\$ 2,286.55	\$ 2,286.55	\$ 2,286.55
N00	10/12/2016	HIG008 July traffic control	\$ 12,240.00	\$ 4,080.00	\$ 4,080.00	\$ 4,080.00
N00	10/12/2016	HIG008 July traffic controlGRT	\$ 1,063.35	\$ 354.45	\$ 354.45	\$ 354.45
N00	10/12/2016	HIG008 July traffic control	\$ 4,350.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00
N00	10/12/2016	HIG008 July traffic controlGRT	\$ 377.91	\$ 125.97	\$ 125.97	\$ 125.97
			\$ 453,759.45	\$ 151,253.15	\$ 151,253.15	\$ 151,253.15
J&D ELECTRICAL CONTRACTORS						
N00	10/19/2015	J&D000 segment #1 pvc	\$ 34,020.00	\$ 22,680.00		\$ 11,340.00
N00	10/19/2015	J&D000 segment #1 pvc GRT	\$ 2,955.49	\$ 1,970.33		\$ 985.16
N00	10/19/2015	J&D000 segment #2 pvc	\$ 34,020.00	\$ 22,680.00		\$ 11,340.00
N00	10/19/2015	J&D000 segment #2 pvc GRT	\$ 2,955.49	\$ 1,970.33		\$ 985.16
N00	10/19/2015	J&D000 segment #3 pvc	\$ 47,520.00	\$ 31,680.00		\$ 15,840.00
N00	10/19/2015	J&D000 segment #3 pvc GRT	\$ 4,128.30	\$ 2,752.20		\$ 1,376.10
N00	12/02/2015	J&D000 segment 1	\$ 66,601.00	\$ 44,400.67		\$ 22,200.33
N00	12/02/2015	J&D000 segment 1 GRT	\$ 5,785.96	\$ 3,857.31		\$ 1,928.65
N00	12/02/2015	J&D000 segment 2	\$ 69,977.50	\$ 46,651.67		\$ 23,325.83
N00	12/02/2015	J&D000 segment 2 GRT	\$ 6,079.30	\$ 4,052.87		\$ 2,026.43
N00	12/02/2015	J&D000 segment 3	\$ 23,440.00	\$ 15,626.67		\$ 7,813.33
N00	12/02/2015	J&D000 segment 3 GRT	\$ 2,036.35	\$ 1,357.57		\$ 678.78
N00	12/02/2015	J&D000 segment 4	\$ 98,820.00	\$ 65,880.00		\$ 32,940.00
N00	12/02/2015	J&D000 segment 4 GRT	\$ 8,584.99	\$ 5,723.33		\$ 2,861.66
N00	04/28/2016	J&D000 segment 3 vaults	\$ 24,800.00			\$ 24,800.00
N00	04/28/2016	J&D000 segment 3 vaults GRT	\$ 2,154.50			\$ 2,154.50
N00	04/28/2016	J&D000 segment 4 conduits	\$ 44,096.00	\$ 29,397.33		\$ 14,698.67
N00	04/28/2016	J&D000 segment 4 GRT	\$ 3,830.84	\$ 2,553.89		\$ 1,276.95
N00	04/28/2016	J&D000 segment 5 conduits	\$ 85,008.00	\$ 56,672.00		\$ 28,336.00
N00	04/28/2016	J&D000 segment 5 GRT	\$ 7,385.07	\$ 4,923.38		\$ 2,461.69
N00	04/28/2016	J&D000 segment 6 conduits	\$ 25,872.00	\$ 17,248.00		\$ 8,624.00
N00	04/28/2016	J&D000 segment 6 GRT	\$ 2,247.63	\$ 1,498.42		\$ 749.21
N00	06/13/2016	J&D000 segment 6 conduits	\$ 107,362.00	\$ 71,574.67		\$ 35,787.33
N00	06/13/2016	J&D000 segment 6 GRT	\$ 9,327.07	\$ 6,218.05		\$ 3,109.02
N00	06/13/2016	J&D000 segment 7, 7a conduits	\$ 30,338.65	\$ 20,225.77		\$ 10,112.88
N00	06/13/2016	J&D000 segment 7, 7a GRT	\$ 2,635.67	\$ 1,757.11		\$ 878.56
N00	06/13/2016	J&D000 segment 1-5 conduits	\$ 27,835.00	\$ 18,556.67		\$ 9,278.33
N00	06/13/2016	J&D000 segment 1-5 GRT	\$ 2,418.17	\$ 1,612.11		\$ 806.06
N00	06/23/2016	J&D000 Segment 7 conduit	\$ 190,796.80	\$ 127,197.87		\$ 63,598.93
N00	06/23/2016	J&D000 Segment 7 GRT	\$ 16,575.47	\$ 11,050.31		\$ 5,525.16
N00	06/23/2016	J&D000 Segments 4-6 conduit	\$ 39,033.00	\$ 26,022.00		\$ 13,011.00
N00	06/23/2016	J&D000 Segments 4-6 GRT	\$ 3,390.99	\$ 2,260.66		\$ 1,130.33
N00	10/12/2016	J&D000 Segment 1 conduit	\$ 25,767.40	\$ 17,178.27		\$ 8,589.13
N00	10/12/2016	J&D000 Segment 1 GRT	\$ 2,238.54	\$ 1,492.36		\$ 746.18
N00	10/12/2016	J&D000 Segment 7A - temp	\$ 88,390.00	\$ 88,390.00		
N00	10/12/2016	J&D000 Segment 7A GRT	\$ 7,678.88	\$ 7,678.88		
N00	10/12/2016	J&D000 Segment 1 Sutton Place	\$ 44,397.80	\$ 44,397.80		
N00	10/12/2016	J&D000 Segment 1 Sutton Place	\$ 3,857.06	\$ 3,857.06		
N00	10/12/2016	J&D000 Third party materials	\$ 1,642.27	\$ 1,642.27		
			\$ 1,206,003.19	\$ 834,687.80	\$ -	\$ 371,315.39
KIT CARSON ELECTRIC COOPERATIVE, INC.						
N00	01/08/2016	KIT003 Conduits - wesco	\$ 192,759.02	\$ 192,759.02		
N00	01/08/2016	KIT003 Conduits - wesco GRT	\$ 13,853.60	\$ 13,853.60		
N00	04/26/2016	KIT003 PVC for trench	\$ 12,105.55	\$ 12,105.55		
			\$ 218,718.17	\$ 218,718.17		
NEW MEXICO GAS COMPANY INC						
00	10/30/2015	NEW061 Extension natural gas 2	\$ 426,514.50		\$ 426,514.50	
A02	09/21/2015	NEW061 Extension natural gas	\$ 426,514.50		\$ 426,514.50	
000	02/01/2016	NEW061 Extension natural gas 3	\$ 426,514.50		\$ 426,514.50	
A02	06/21/2016	NEW061 Ext natural gas line- 4	\$ 426,514.50		\$ 426,514.50	
		Reimbursement	\$ (184,000.00)		\$ (184,000.00)	

Vendor	Tran Date	Comment	Total	Electric	Natural Gas*	Fiber
			\$ 1,522,058.00		\$ 1,522,058.00	
PROTEGE EXCAVATION						
N00	10/19/2015	PRO027 segment #1 ur2/ur3	\$ 212,240.00	\$ 70,746.67	\$ 70,746.67	\$ 70,746.67
N00	10/19/2015	PRO027 segment #1 ur2/ur3 GRT	\$ 18,438.35	\$ 6,146.12	\$ 6,146.12	\$ 6,146.12
N00	01/07/2016	PRO027 Segment 1 GRT	\$ 17,540.41	\$ 5,846.80	\$ 5,846.80	\$ 5,846.80
N00	01/07/2016	PRO027 Segment 1	\$ 201,904.00	\$ 67,301.33	\$ 67,301.33	\$ 67,301.33
			\$ 450,122.76	\$ 150,040.92	\$ 150,040.92	\$ 150,040.92
ROMERO'S EXCAVATION						
N00	10/19/2015	ROM008 trench urs-2r	\$ 245,710.00	\$ 81,903.33	\$ 81,903.33	\$ 81,903.33
N00	10/19/2015	ROM008 trench urs-2r GRT	\$ 21,346.00	\$ 7,115.33	\$ 7,115.33	\$ 7,115.33
N00	10/19/2015	ROM008 standby time - 6 days	\$ 9,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
N00	10/19/2015	ROM008 standby time - 6 days GRT	\$ 781.88	\$ 260.63	\$ 260.63	\$ 260.63
N00	10/19/2015	ROM008 pot holting	\$ 1,700.00	\$ 566.67	\$ 566.67	\$ 566.67
N00	10/19/2015	ROM008 pot holting GRT	\$ 147.69	\$ 49.23	\$ 49.23	\$ 49.23
N00	12/02/2015	ROM008 segment 2 completion	\$ 290,067.50	\$ 96,689.17	\$ 96,689.17	\$ 96,689.17
N00	12/02/2015	ROM008 segment 2 completioGRT	\$ 25,199.62	\$ 8,399.87	\$ 8,399.87	\$ 8,399.87
N00	04/26/2016	ROM008 haul loads to lot	\$ 23,800.00	\$ 7,933.33	\$ 7,933.33	\$ 7,933.33
N00	04/26/2016	ROM008 haul loads to lot GRT	\$ 2,067.63	\$ 689.21	\$ 689.21	\$ 689.21
N00	04/28/2016	ROM008 segment 8 trenching	\$ 354,435.80		\$ 354,435.80	
N00	04/28/2016	ROM008 segment 8 GRT	\$ 30,791.61		\$ 30,791.61	
N00	06/23/2016	ROM008 Excavation work	\$ 103,756.25	\$ 34,585.42	\$ 34,585.42	\$ 34,585.42
N00	06/23/2016	ROM008 Excavation work GRT	\$ 9,013.83	\$ 3,004.61	\$ 3,004.61	\$ 3,004.61
N00	08/17/2016	ROM008 segment 2 VMF/WWTP	\$ 57,441.94	\$ 19,147.31	\$ 19,147.31	\$ 19,147.31
N00	08/17/2016	ROM008 segment 2 VMF/WWTP GRT	\$ 4,990.27	\$ 1,663.42	\$ 1,663.42	\$ 1,663.42
			\$ 1,180,250.02	\$ 393,416.67	\$ 393,416.67	\$ 393,416.67
TRANSMISSION & DISTRIBUTION SERVICES						
A07	06/18/2014	TRA023 site visit/design eng	\$ 11,718.77	\$ 3,906.26	\$ 3,906.26	\$ 3,906.26
A07	06/18/2014	TRA023 engineering/feasibility	\$ 7,802.44	\$ 2,600.81	\$ 2,600.81	\$ 2,600.81
A07	06/18/2014	TRA023 modeling/design	\$ 26,689.25	\$ 8,896.42	\$ 8,896.42	\$ 8,896.42
A07	07/31/2014	TRA023 7/2014 engineering	\$ 4,339.51	\$ 1,446.50	\$ 1,446.50	\$ 1,446.50
A07	08/27/2014	TRA023 6/2014 task 2 engineeri	\$ 2,434.25	\$ 811.42	\$ 811.42	\$ 811.42
A07	10/01/2014	TRA023 joint use utility trenc	\$ 23,315.30	\$ 7,771.77	\$ 7,771.77	\$ 7,771.77
A07	11/13/2014	TRA023 10/2014 Distribution St	\$ 3,461.24	\$ 1,153.75	\$ 1,153.75	\$ 1,153.75
A07	01/22/2015	TRA023 12/2014 distribution st	\$ 11,478.96	\$ 3,826.32	\$ 3,826.32	\$ 3,826.32
A07	01/22/2015	TRA023 12/2014 system analysis	\$ 6,537.70	\$ 2,179.23	\$ 2,179.23	\$ 2,179.23
A07	01/22/2015	TRA023 joint use trench layout	\$ 973.70	\$ 324.57	\$ 324.57	\$ 324.57
A07	04/22/2015	TRA023 1/15-3/15 distribution	\$ 108,439.47	\$ 36,146.49	\$ 36,146.49	\$ 36,146.49
A24	04/22/2015	TRA023 1/15-3/15 distributiGRT	\$ 7,590.76	\$ 2,530.25	\$ 2,530.25	\$ 2,530.25
A07	04/22/2015	TRA023 3/2015 joint use trench	\$ 3,185.00	\$ 1,061.67	\$ 1,061.67	\$ 1,061.67
A24	04/22/2015	TRA023 3/2015 joint use treGRT	\$ 222.95	\$ 74.32	\$ 74.32	\$ 74.32
A07	06/10/2015	TRA023 3/2015 Joint Use Trench	\$ 70,096.78	\$ 23,365.59	\$ 23,365.59	\$ 23,365.59
A07	06/10/2015	TRA023 3/2015 Joint Use Trench GRT	\$ 4,906.77	\$ 1,635.59	\$ 1,635.59	\$ 1,635.59
A07	06/26/2015	TRA023 11/2015 joint use trenc	\$ 6,367.00	\$ 2,122.33	\$ 2,122.33	\$ 2,122.33
A07	06/26/2015	TRA023 1/2015 joint use trench	\$ 11,041.11	\$ 3,680.37	\$ 3,680.37	\$ 3,680.37
A07	06/26/2015	TRA023 11/2015 joint use GRT	\$ 445.69	\$ 148.56	\$ 148.56	\$ 148.56
A07	06/26/2015	TRA023 1/2015 joint use GRT	\$ 772.88	\$ 257.63	\$ 257.63	\$ 257.63
A07	07/29/2015	TRA023 6/2015 joint use trench	\$ 53,648.02	\$ 17,882.67	\$ 17,882.67	\$ 17,882.67
A07	07/29/2015	TRA023 6/2015 joint use treGRT	\$ 3,755.36	\$ 1,251.79	\$ 1,251.79	\$ 1,251.79
A07	09/29/2015	TRA023 7/2015 joint use trench	\$ 41,744.85	\$ 13,914.95	\$ 13,914.95	\$ 13,914.95
A07	09/29/2015	TRA023 7/2015 joint use trench GRT	\$ 3,000.41	\$ 1,000.14	\$ 1,000.14	\$ 1,000.14
A07	10/26/2015	TRA023 9/2015 utility trench	\$ 146,456.21	\$ 48,818.74	\$ 48,818.74	\$ 48,818.74
A07	10/26/2015	TRA023 9/2015 utility trench GRT	\$ 12,723.38	\$ 4,241.13	\$ 4,241.13	\$ 4,241.13
A07	10/26/2015	TRA023 5/2015 utlity trench	\$ 64,705.71	\$ 21,568.57	\$ 21,568.57	\$ 21,568.57
A07	10/26/2015	TRA023 5/2015 utlity trench GRT	\$ 4,529.40	\$ 1,509.80	\$ 1,509.80	\$ 1,509.80
A07	10/26/2015	TRA023 8/2015 utlity trench	\$ 26,385.50	\$ 8,795.17	\$ 8,795.17	\$ 8,795.17
A07	10/26/2015	TRA023 8/2015 utlity trench GRT	\$ 2,292.24	\$ 764.08	\$ 764.08	\$ 764.08
A07	12/02/2015	TRA023 10/2015 utility trench	\$ 30,722.02	\$ 10,240.67	\$ 10,240.67	\$ 10,240.67
A07	12/02/2015	TRA023 10/2015 utility trenGRT	\$ 2,668.98	\$ 889.66	\$ 889.66	\$ 889.66
A07	12/02/2015	TRA023 supervision-Hwy150 cons	\$ 54,500.23	\$ 18,166.74	\$ 18,166.74	\$ 18,166.74
A07	12/02/2015	TRA023 supervision-Hwy150 GRT	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
A07	12/02/2015	TRA023 Purchase of electrical materials	\$ 194,792.00	\$ 194,792.00		
A07	12/16/2015	TRA023 11/2015 construc Hwy 15	\$ 58,998.73	\$ 19,666.24	\$ 19,666.24	\$ 19,666.24
A07	12/16/2015	TRA023 11/2015 construc HwyGRT	\$ 5,125.51	\$ 1,708.50	\$ 1,708.50	\$ 1,708.50
A07	12/16/2015	TRA023 11/2015 utility trench	\$ 23,250.00	\$ 7,750.00	\$ 7,750.00	\$ 7,750.00
A07	12/16/2015	TRA023 11/2015 utility trenGRT	\$ 2,019.84	\$ 673.28	\$ 673.28	\$ 673.28
A02	05/04/2016	TRA023 3/2016 construction	\$ 49,764.76	\$ 16,588.25	\$ 16,588.25	\$ 16,588.25
A02	05/04/2016	TRA023 3/2016 constructionGRT	\$ 4,323.31	\$ 1,441.10	\$ 1,441.10	\$ 1,441.10
A02	05/04/2016	TRA023 1/2016 construction	\$ 60,696.04	\$ 20,232.01	\$ 20,232.01	\$ 20,232.01
A02	05/04/2016	TRA023 12/2015 constructionGRT	\$ 5,272.97	\$ 1,757.66	\$ 1,757.66	\$ 1,757.66
A02	05/04/2016	TRA023 12/2015 construction	\$ 48,171.83	\$ 16,057.28	\$ 16,057.28	\$ 16,057.28

Vendor	Tran Date	Comment	Total	Electric	Natural Gas*	Fiber
A02	05/04/2016	TRA023 12/2015 construction GRT	\$ 4,184.93	\$ 1,394.98	\$ 1,394.98	\$ 1,394.98
A02	06/16/2016	TRA023 3/28-5/2 construction	\$ 223,556.94	\$ 74,518.98	\$ 74,518.98	\$ 74,518.98
A02	06/16/2016	TRA023 3/28-5/2 construct GRT	\$ 19,360.57	\$ 6,453.52	\$ 6,453.52	\$ 6,453.52
A02	06/23/2016	TRA023 5/2-5/27 Segments 1-8	\$ 132,506.16	\$ 44,168.72	\$ 44,168.72	\$ 44,168.72
A02	06/23/2016	TRA023 5/2-5/27 Segments GRT	\$ 11,511.47	\$ 3,837.16	\$ 3,837.16	\$ 3,837.16
A02	08/17/2016	TRA023 5/30-6/25 seg 1-8	\$ 131,378.90	\$ 43,792.97	\$ 43,792.97	\$ 43,792.97
A02	08/17/2016	TRA023 5/30-6/25 seg 1-8 GRT	\$ 11,413.54	\$ 3,804.51	\$ 3,804.51	\$ 3,804.51
A02	11/02/2016	TRA023 Hwy150 closeout activit	\$ 12,594.50	\$ 4,198.17	\$ 4,198.17	\$ 4,198.17
A02	11/02/2016	TRA023 Hwy150 closeout GRT	\$ 1,094.15	\$ 364.72	\$ 364.72	\$ 364.72
A02	11/02/2016	TRA023 Seg 1-8 7/4-8/25/16	\$ 80,799.64	\$ 26,933.21	\$ 26,933.21	\$ 26,933.21
A02	11/02/2016	TRA023 Seg 1-8 7/4-8/25 GRT	\$ 7,019.47	\$ 2,339.82	\$ 2,339.82	\$ 2,339.82
N00	11/02/2016	TRA023 8/9-8/12 construction	\$ 9,767.12	\$ 3,255.71	\$ 3,255.71	\$ 3,255.71
N00	11/02/2016	TRA023 8/9-8/12 constructi GRT	\$ 1,013.80	\$ 337.93	\$ 337.93	\$ 337.93
A02	02/08/2017	TRA023 9/25-12/6/16 util trench	\$ 31,301.51	\$ 10,433.84	\$ 10,433.84	\$ 10,433.84
A02	02/08/2017	TRA023 9/25-12/6/16 util trench GRT	\$ 2,719.32	\$ 906.44	\$ 906.44	\$ 906.44
			\$ 1,897,588.85	\$ 762,390.95	\$ 567,598.95	\$ 567,598.95

VIGIL'S ASPHALT & GRAVEL

N00	10/19/2015	VIG001 segment #3 ur2-2	\$ 356,976.00	\$ 118,992.00	\$ 118,992.00	\$ 118,992.00
N00	10/19/2015	VIG001 segment #3 ur2-2 GRT	\$ 31,012.29	\$ 10,337.43	\$ 10,337.43	\$ 10,337.43
N00	12/02/2015	VIG001 segment 3 completion	\$ 102,069.00	\$ 34,023.00	\$ 34,023.00	\$ 34,023.00
N00	12/02/2015	VIG001 segment 3 completio GRT	\$ 8,867.24	\$ 2,955.75	\$ 2,955.75	\$ 2,955.75
N00	12/02/2015	VIG001 segment 4 work	\$ 737,134.00	\$ 245,711.33	\$ 245,711.33	\$ 245,711.33
N00	12/02/2015	VIG001 segment 4 work GRT	\$ 64,038.52	\$ 21,346.17	\$ 21,346.17	\$ 21,346.17
N00	12/02/2015	VIG001 material hauling	\$ 85,200.00	\$ 28,400.00	\$ 28,400.00	\$ 28,400.00
N00	12/02/2015	VIG001 material hauling GRT	\$ 7,401.75	\$ 2,467.25	\$ 2,467.25	\$ 2,467.25
N00	01/07/2016	VIG001 gila parking lot GRT	\$ 208.50	\$ 69.50	\$ 69.50	\$ 69.50
N00	01/07/2016	VIG001 gila parking lot	\$ 2,400.00	\$ 800.00	\$ 800.00	\$ 800.00
N00	04/28/2016	VIG001 segment 4 trenching	\$ 36,556.00	\$ 12,185.33	\$ 12,185.33	\$ 12,185.33
N00	04/28/2016	VIG001 segment 4 GRT	\$ 3,175.80	\$ 1,058.60	\$ 1,058.60	\$ 1,058.60
N00	04/28/2016	VIG001 segment 5 trenching	\$ 497,164.00	\$ 165,721.33	\$ 165,721.33	\$ 165,721.33
N00	04/28/2016	VIG001 segment 5 GRT	\$ 43,191.12	\$ 14,397.04	\$ 14,397.04	\$ 14,397.04
N00	04/28/2016	VIG001 segment 6 trenching	\$ 151,442.00	\$ 50,480.67	\$ 50,480.67	\$ 50,480.67
N00	04/28/2016	VIG001 segment 6 GRT	\$ 13,156.52	\$ 4,385.51	\$ 4,385.51	\$ 4,385.51
N00	06/13/2016	VIG001 segment 7a	\$ 84,204.00	\$ 28,068.00	\$ 28,068.00	\$ 28,068.00
N00	06/13/2016	VIG001 segment 7a GRT	\$ 7,315.22	\$ 2,438.41	\$ 2,438.41	\$ 2,438.41
N00	06/13/2016	VIG001 Gavilan crossing	\$ 59,400.00	\$ 19,800.00	\$ 19,800.00	\$ 19,800.00
N00	06/13/2016	VIG001 Gavilan crossing GRT	\$ 5,160.38	\$ 1,720.13	\$ 1,720.13	\$ 1,720.13
N00	06/13/2016	VIG001 segment 6	\$ 580,265.00	\$ 193,421.67	\$ 193,421.67	\$ 193,421.67
N00	06/13/2016	VIG001 segment 6 GRT	\$ 50,410.52	\$ 16,803.51	\$ 16,803.51	\$ 16,803.51
N00	06/13/2016	VIG001 segment 5 & 6	\$ 72,345.00	\$ 24,115.00	\$ 24,115.00	\$ 24,115.00
N00	06/13/2016	VIG001 segment 5 & 6 GRT	\$ 6,284.97	\$ 2,094.99	\$ 2,094.99	\$ 2,094.99
N00	06/13/2016	VIG001 Little Creek crossing	\$ 26,500.00	\$ 8,833.33	\$ 8,833.33	\$ 8,833.33
N00	06/13/2016	VIG001 Little Creek GRT	\$ 2,302.19	\$ 767.40	\$ 767.40	\$ 767.40
N00	06/13/2016	VIG001 Big Creek crossing	\$ 26,500.00	\$ 8,833.33	\$ 8,833.33	\$ 8,833.33
N00	06/13/2016	VIG001 Big Creeek GRT	\$ 2,302.19	\$ 767.40	\$ 767.40	\$ 767.40
N00	06/13/2016	VIG001 Yerba crossing	\$ 64,020.00	\$ 21,340.00	\$ 21,340.00	\$ 21,340.00
N00	06/13/2016	VIG001 Yerba crossing GRT	\$ 5,561.74	\$ 1,853.91	\$ 1,853.91	\$ 1,853.91
N00	06/13/2016	VIG001 Big Creek line ext	\$ 9,140.00	\$ 3,046.67	\$ 3,046.67	\$ 3,046.67
N00	06/13/2016	VIG001 Big Creek line GRT	\$ 794.04	\$ 264.68	\$ 264.68	\$ 264.68
N00	06/13/2016	VIG001 Little Creek line ext	\$ 27,875.00	\$ 9,291.67	\$ 9,291.67	\$ 9,291.67
N00	06/13/2016	VIG001 Little Creek line GRT	\$ 2,421.64	\$ 807.21	\$ 807.21	\$ 807.21
N00	06/13/2016	VIG001 Yerba line ext	\$ 40,234.00	\$ 13,411.33	\$ 13,411.33	\$ 13,411.33
N00	06/13/2016	VIG001 Yerba line GRT	\$ 3,495.33	\$ 1,165.11	\$ 1,165.11	\$ 1,165.11
N00	06/23/2016	VIG001 Segment 7	\$ 641,735.00	\$ 213,911.67	\$ 213,911.67	\$ 213,911.67
N00	06/23/2016	VIG001 Segment 7 GRT	\$ 55,750.73	\$ 18,583.58	\$ 18,583.58	\$ 18,583.58
N00	06/23/2016	VIG001 Asphalt repair	\$ 245,035.00	\$ 81,678.33	\$ 81,678.33	\$ 81,678.33
N00	06/23/2016	VIG001 Asphalt repair GRT	\$ 21,287.42	\$ 7,095.81	\$ 7,095.81	\$ 7,095.81
N00	06/23/2016	VIG001 Mans tribute crossing	\$ 19,300.00	\$ 6,433.33	\$ 6,433.33	\$ 6,433.33
N00	06/23/2016	VIG001 Mans tribute cross GRT	\$ 1,676.69	\$ 558.90	\$ 558.90	\$ 558.90
N00	06/23/2016	VIG001 Italianos tribute cross	\$ 43,300.00	\$ 14,433.33	\$ 14,433.33	\$ 14,433.33
N00	06/23/2016	VIG001 Italianos tribute GRT	\$ 3,761.69	\$ 1,253.90	\$ 1,253.90	\$ 1,253.90
N00	06/23/2016	VIG001 Mans tie line	\$ 22,346.60	\$ 7,448.87	\$ 7,448.87	\$ 7,448.87
N00	06/23/2016	VIG001 Mans tie lie GRT	\$ 1,941.36	\$ 647.12	\$ 647.12	\$ 647.12
N00	06/23/2016	VIG001 Italianos tie line	\$ 20,975.00	\$ 6,991.67	\$ 6,991.67	\$ 6,991.67
N00	06/23/2016	VIG001 Italianos tie line GRT	\$ 1,822.20	\$ 607.40	\$ 607.40	\$ 607.40
N00	08/17/2016	VIG001 Firehouse Rd	\$ 17,859.60	\$ 17,859.60	\$ 17,859.60	\$ 17,859.60
N00	08/17/2016	VIG001 Firehouse Rd GRT	\$ 1,551.55	\$ 1,551.55	\$ 1,551.55	\$ 1,551.55
N00	08/17/2016	VIG001 Sutton Rd.	\$ 31,630.00	\$ 10,543.33	\$ 10,543.33	\$ 10,543.33
N00	08/17/2016	VIG001 Sutton Rd. GRT	\$ 2,747.86	\$ 915.95	\$ 915.95	\$ 915.95
N00	11/02/2016	VIG001 Sutton Pl excavation	\$ 55,689.60	\$ 18,563.20	\$ 18,563.20	\$ 18,563.20

Vendor	Tran Date	Comment	Total	Electric	Natural Gas*	Fiber
A02	05/26/2015	CON010 GIS analysis	\$ 650.00	\$ 216.67	\$ 216.67	\$ 216.67
			\$ 650.00	\$ 216.67	\$ 216.67	\$ 216.67
COMMANDER ELECTRIC						
N00	06/12/2017	COM002 fiber re trench	\$ 84,200.88			\$ 84,200.88
			\$ 84,200.88	\$ -	\$ -	\$ 84,200.88
GLORIETA GEOSCIENCE, INC.						
A07	07/16/2014	GLO015 Hwy 150 ROW assess	\$ 908.45	\$ 302.82	\$ 302.82	\$ 302.82
A07	08/07/2014	GLO015 Survey re Rte 150	\$ 6,447.87	\$ 2,149.29	\$ 2,149.29	\$ 2,149.29
A07	03/18/2015	GLO015 Hwy 150 SWPPP	\$ 24,267.37	\$ 8,089.12	\$ 8,089.12	\$ 8,089.12
A07	04/22/2015	GLO015 Hwy 150 SWPPP 3/2015	\$ 22,774.56	\$ 7,591.52	\$ 7,591.52	\$ 7,591.52
A07	04/22/2015	GLO015 Hwy 150 SWPPP GRT	\$ 1,864.67	\$ 621.56	\$ 621.56	\$ 621.56
A07	05/26/2015	GLO015 4/2015 Hwy SWPPP	\$ 55.44	\$ 18.48	\$ 18.48	\$ 18.48
A07	05/26/2015	GLO015 4/2015 Hwy SWPPP	\$ 677.16	\$ 225.72	\$ 225.72	\$ 225.72
A07	06/24/2015	GLO015 5/2015 Hwy150 SWPPP	\$ 1,252.14	\$ 417.38	\$ 417.38	\$ 417.38
A07	06/24/2015	GLO015 5/2015 Hwy150 SWPPP GRT	\$ 102.52	\$ 34.17	\$ 34.17	\$ 34.17
A07	07/29/2015	GLO015 Hwy 150 SWPPP	\$ 688.88	\$ 229.63	\$ 229.63	\$ 229.63
A07	07/29/2015	GLO015 Hwy 150 SWPPP GRT	\$ 59.85	\$ 19.95	\$ 19.95	\$ 19.95
A07	08/25/2015	GLO015 Hwy 150 SWPPP	\$ 3,948.63	\$ 1,316.21	\$ 1,316.21	\$ 1,316.21
A07	08/25/2015	GLO015 Hwy 150 SWPPP GRT	\$ 343.04	\$ 114.35	\$ 114.35	\$ 114.35
A07	09/28/2015	GLO015 8/2015 Hwy 150 stormwater	\$ 473.75	\$ 157.92	\$ 157.92	\$ 157.92
A07	10/27/2015	GLO015 Hwy 150 Stormwater	\$ 4,197.38	\$ 1,399.13	\$ 1,399.13	\$ 1,399.13
A07	10/27/2015	GLO015 Hwy 150 StormwaterGRT	\$ 364.65	\$ 121.55	\$ 121.55	\$ 121.55
A07	11/24/2015	GLO015 10/2015 Hwy 150 stormwa	\$ 19,203.93	\$ 6,401.31	\$ 6,401.31	\$ 6,401.31
A07	11/24/2015	GLO015 10/2015 Hwy 150 st GRT	\$ 1,668.34	\$ 556.11	\$ 556.11	\$ 556.11
A07	12/22/2015	GLO015 11/2015 Hwy 150 storm	\$ 5,974.83	\$ 1,991.61	\$ 1,991.61	\$ 1,991.61
A07	12/22/2015	GLO015 11/2015 Hwy 150 GRT	\$ 519.06	\$ 173.02	\$ 173.02	\$ 173.02
A07	01/22/2016	GLO015 12/2015 Stormwater	\$ 1,586.75	\$ 528.92	\$ 528.92	\$ 528.92
A07	01/22/2016	GLO015 12/2015 Stormwater GRT	\$ 137.85	\$ 45.95	\$ 45.95	\$ 45.95
A07	03/02/2016	GLO015 1/2016 Hwy 150 inspec	\$ 6,645.38	\$ 2,215.13	\$ 2,215.13	\$ 2,215.13
A07	03/02/2016	GLO015 1/2016 Hwy 150 GRT	\$ 577.32	\$ 192.44	\$ 192.44	\$ 192.44
A07	03/23/2016	GLO015 2/2016 Hwy 150 Stormwat	\$ 4,775.38	\$ 1,591.79	\$ 1,591.79	\$ 1,591.79
A07	03/23/2016	GLO015 2/2016 Hwy 150 StormGRT	\$ 414.86	\$ 138.29	\$ 138.29	\$ 138.29
A07	04/25/2016	GLO015 3/2016 Stormwater inspe	\$ 9,445.65	\$ 3,148.55	\$ 3,148.55	\$ 3,148.55
A07	04/25/2016	GLO015 3/2016 Stormwater GRT	\$ 820.59	\$ 273.53	\$ 273.53	\$ 273.53
A07	05/25/2016	GLO015 4/2016 stormwater	\$ 18,867.78	\$ 6,289.26	\$ 6,289.26	\$ 6,289.26
A07	05/25/2016	GLO015 4/2016 stormwater GRT	\$ 1,639.14	\$ 546.38	\$ 546.38	\$ 546.38
A07	06/28/2016	GLO015 5/2016 Hwy 150 stormwat	\$ 12,329.25	\$ 4,109.75	\$ 4,109.75	\$ 4,109.75
A07	06/28/2016	GLO015 5/2016 Hwy 150 GRT	\$ 1,071.10	\$ 357.03	\$ 357.03	\$ 357.03
A07	07/28/2016	GLO015 6/2016 Hwy 150 stormwat	\$ 11,797.10	\$ 3,932.37	\$ 3,932.37	\$ 3,932.37
A07	07/28/2016	GLO015 6/2016 Hwy 150 GRT	\$ 1,024.87	\$ 341.62	\$ 341.62	\$ 341.62
A07	08/22/2016	GLO015 7/2016 Hwy 150 stormwat	\$ 3,225.75	\$ 1,075.25	\$ 1,075.25	\$ 1,075.25
A07	08/22/2016	GLO015 7/2016 Hwy 150 GRT	\$ 280.24	\$ 93.41	\$ 93.41	\$ 93.41
A07	09/27/2016	GLO015 8/2016 Hwy 150 stormwat	\$ 7,319.13	\$ 2,439.71	\$ 2,439.71	\$ 2,439.71
A07	09/27/2016	GLO015 8/2016 Hwy 150 GRT	\$ 635.85	\$ 211.95	\$ 211.95	\$ 211.95
A07	10/28/2016	GLO015 9/2016 Hwy 150 stormwat	\$ 486.75	\$ 162.25	\$ 162.25	\$ 162.25
A07	10/28/2016	GLO015 9/2016 Hwy 150 GRT	\$ 42.29	\$ 14.10	\$ 14.10	\$ 14.10
A07	12/12/2016	GLO015 10/2016 Hwy 150 stormwat	\$ 3,591.50	\$ 1,197.17	\$ 1,197.17	\$ 1,197.17
A07	12/12/2016	GLO015 10/2016 Hwy 150 GRT	\$ 312.01	\$ 104.00	\$ 104.00	\$ 104.00
A07	12/20/2016	GLO015 11/2016 Hwy 150 stormwat	\$ 224.13	\$ 74.71	\$ 74.71	\$ 74.71
A07	12/20/2016	GLO015 11/2016 Hwy 150 GRT	\$ 19.47	\$ 6.49	\$ 6.49	\$ 6.49
A07	01/25/2017	GLO015 12/2016 Hwy 150 stormwat	\$ 1,673.38	\$ 557.79	\$ 557.79	\$ 557.79
A07	01/25/2017	GLO015 12/2016 Hwy 150 GRT	\$ 145.37	\$ 48.46	\$ 48.46	\$ 48.46
			\$ 184,881.41	\$ 61,627.14	\$ 61,627.14	\$ 61,627.14
MODRALL SPERLING						
A02	03/11/2015	MOD001 1/2015 legal re utility	\$ 6,665.94	\$ 2,221.98	\$ 2,221.98	\$ 2,221.98
A02	04/08/2015	MOD001 2/2015 legal re utility	\$ 1,778.59	\$ 592.86	\$ 592.86	\$ 592.86
A02	05/26/2015	MOD001 4/2015 legal re trench	\$ 22,236.76	\$ 7,412.25	\$ 7,412.25	\$ 7,412.25
A02	06/24/2015	MOD001 5/2015 legal re trench	\$ 860.50	\$ 286.83	\$ 286.83	\$ 286.83
A07	06/24/2015	MOD001 5/2015 legal re trench GRT	\$ 70.45	\$ 23.48	\$ 23.48	\$ 23.48
A02	08/18/2015	MOD001 6/2015 legal re trench	\$ 6,858.32	\$ 2,286.11	\$ 2,286.11	\$ 2,286.11
A02	09/22/2015	MOD001 7/2015 Utility trench	\$ 7,301.42	\$ 2,433.81	\$ 2,433.81	\$ 2,433.81
A02	10/26/2015	MOD001 8/2015 utility trench	\$ 6,557.21	\$ 2,185.74	\$ 2,185.74	\$ 2,185.74
A02	12/11/2015	MOD001 10/2015 Utility Trench	\$ 17,598.53	\$ 5,866.18	\$ 5,866.18	\$ 5,866.18
A02	01/21/2016	MOD001 12/2015 legal re utilit	\$ 175.47	\$ 58.49	\$ 58.49	\$ 58.49
A02	04/20/2016	MOD001 2/2016 utility trench	\$ 2,070.20	\$ 690.07	\$ 690.07	\$ 690.07
A02	06/22/2016	MOD001 4/2016 utility trench	\$ 4,131.92	\$ 1,377.31	\$ 1,377.31	\$ 1,377.31
A02	07/25/2016	MOD001 5/2016 Utility trench	\$ 438.66	\$ 146.22	\$ 146.22	\$ 146.22
A02	11/21/2016	MOD001 9/2016 Utility trench	\$ 438.66	\$ 146.22	\$ 146.22	\$ 146.22
A02	03/22/2017	MOD001 1/2017 Utility trench	\$ 658.00	\$ 219.33	\$ 219.33	\$ 219.33
			\$ 77,840.63	\$ 25,946.88	\$ 25,946.88	\$ 25,946.88

Vendor Tran Date	Comment	Total	Electric	Natural Gas*	Fiber
RED TAIL SURVEYING INC.					
A07	03/04/2015 RED001 2/2015 utility trench	\$ 1,046.71	\$ 348.90	\$ 348.90	\$ 348.90
A07	03/04/2015 RED001 Highway corridor	\$ 219.08	\$ 73.03	\$ 73.03	\$ 73.03
A07	05/26/2015 RED001 4/2015 Utilities	\$ 566.63	\$ 188.88	\$ 188.88	\$ 188.88
		\$ 1,832.42	\$ 610.81	\$ 610.81	\$ 610.81
SE GROUP					
A07	09/25/2014 SEG004 8/2014 Utilities work	\$ 3,026.25	\$ 1,008.75	\$ 1,008.75	\$ 1,008.75
A07	10/16/2014 SEG004 9/2014 Villag Utilities	\$ 826.88	\$ 275.63	\$ 275.63	\$ 275.63
A07	10/16/2014 SEG004 7/2014 Village Utilitie	\$ 3,028.48	\$ 1,009.49	\$ 1,009.49	\$ 1,009.49
A07	10/16/2014 SEG004 2015 USFS land project	\$ 826.87	\$ 275.62	\$ 275.62	\$ 275.62
A07	11/13/2014 SEG004 10/2014 Village Utiliti	\$ 775.00	\$ 258.33	\$ 258.33	\$ 258.33
A07	12/11/2014 SEG004 11/2014 Village Utiliti	\$ 442.50	\$ 147.50	\$ 147.50	\$ 147.50
A07	02/26/2015 SEG004 1/2015 Village Utilitie	\$ 7,195.00	\$ 2,398.33	\$ 2,398.33	\$ 2,398.33
A07	01/13/2015 SEG004 12/2014 Utility trench	\$ 1,867.50	\$ 622.50	\$ 622.50	\$ 622.50
A07	01/01/2015 SEG004 7/2014 Village Utilitie	\$ 3,028.48	\$ 1,009.49	\$ 1,009.49	\$ 1,009.49
A07	05/26/2015 SEG004 2/2015 Village Utilitie	\$ 3,196.00	\$ 1,065.33	\$ 1,065.33	\$ 1,065.33
A07	05/26/2015 SEG004 3/2015 Village Utilitie	\$ 1,793.10	\$ 597.70	\$ 597.70	\$ 597.70
A07	07/29/2015 SEG004 6/2016 Village utilitie	\$ 2,255.00	\$ 751.67	\$ 751.67	\$ 751.67
A07	08/22/2016 SEG004 7/2016 Village utilitie	\$ 910.00	\$ 303.33	\$ 303.33	\$ 303.33
		\$ 29,171.06	\$ 9,723.69	\$ 9,723.69	\$ 9,723.69
Final Project Costs		\$ 13,219,598.69	\$ 5,100,101.05	\$ 4,599,267.73	\$ 3,520,229.91

PROJECT SUMMARY

Total Project Cost	\$ 13,219,598.69
Less: Nat Gas Dedication in 2017*	<u>\$ (4,797,795.00)</u>
Balance Eligible for Electric & Fiber	\$ 8,421,803.69
Less: TSVI Write-off	<u>\$ (25,188.69)</u>
Adjusted Balance to Dedicate	\$ 8,396,615.00
Electric Dedication (2025)	\$ 4,946,816.00
Fiber Dedication (2025)	<u>\$ 3,449,799.00</u>
	\$ 8,396,615.00

*The amount allocated to the Natural Gas component of the project was reduced by \$198k after it's dedication in 2017. This amount is deducted from the electric and fiber costs eligible for dedication in 2025.

Decision Memo

Kit Carson Electric Cooperative Fiber-optic Project

USDA Forest Service, Southwestern Region
Carson National Forest
Rio Arriba, Taos, and Colfax Counties, New Mexico
(T. 21 - 32N, R. 7 - 14 E)

Background

In September 2010, the United States Department of Agriculture Rural Utilities Service approved funding for Kit Carson Electric Cooperative (KCEC) to build and operate a fiber-to-the-home network using American Recovery and Reinvestment Act (ARRA) funds. The network will be capable of exceeding the Federal Communications Commission's goal of delivering affordable high-speed broadband service in excess of 100 Mbps to Taos, Rio Arriba, and Colfax County residents and 1 gigabit per second broadband service to anchor institutions such as schools, hospitals, and government. The purpose of the network is to reach 29 communities comprising of roughly 20,500 households, 3,600 businesses, and 183 critical community institutions, and two Native American pueblos (Taos Pueblo and Picuris Pueblo), within a 2,951 square mile rural, underserved area in Taos, Colfax, and Rio Arriba counties in north-central New Mexico.

The network will also allow KCEC to initiate a "smart" grid for their electrical system, using "smart" electrical meters that can be installed using funds provided by a separate electrical program. Once initiated, the "smart" grid will allow KCEC to detect power outages and faults in real-time and also provide the ability for remote meter reading.

Because KCEC's existing electrical system crosses National Forest System (NFS) lands managed by the Carson National Forest, KCEC's existing permits need to be amended to include the new fiber-optic system.

Decision

It is my decision to authorize KCEC to construct a new fiber-optic network on the existing KCEC electrical distribution system and within existing rights-of-way on the Carson National Forest. The fiber-optic network will be constructed on approximately 166 miles of existing aerial lines and installed directly above approximately 13 miles of existing buried lines. The proposal also includes an option to reroute the existing aerial electric line through Hondo Canyon to a joint buried utility trench along NM-150 (Ski Valley Road). Authorization will allow for continued maintenance along KCEC's existing electric and proposed fiber-optic right-of-way corridors, including the removal of hazard trees in a corridor adjacent to the existing KCEC right-of-way, as defined in the KCEC operations and maintenance plan. Maps showing the locations of the network installation, including the Hondo Canyon option, are available on the Carson National Forest website at: <http://www.fs.usda.gov/carson>. Implementation will begin following an appeal filing period and disposition of any appeals (see Administrative Review and Appeal Opportunities below).

This decision will have environmental effects, especially where trenching must occur. Measures to avoid, minimize, or mitigate adverse effects to soil, water quality, and riparian resources are incorporated in the authorization terms and conditions, project plans for construction and design, and the KCEC operations and maintenance plan for ongoing maintenance of vegetation along the

utility corridors. Site-specific best management practice (BMP) prescriptions will be developed for the following actions, as appropriate or when required. The following will be considered:¹

- Soil and water impacts from factors such as stream head cutting and channel expansion, stream crossings, slope stability and steepness, and amount of riparian area, floodplain, and wetland acreage to be disturbed when determining corridor location.
 - Co-locate pipelines and transmission lines with roads or their rights-of-way where practicable.
 - Limit corridor disturbance, particularly in or near aquatic management zones (AMZs), surface waters, shallow groundwater, unstable areas, hydric soils, or wetlands.
- Service road location and standards, type of construction equipment (wheeled, tracked, and helicopter), size and location of footings and guy anchors, and revegetation requirements during project design.
 - Use applicable BMPs for mechanical vegetation management activities when using mechanical treatments to remove vegetation from the project corridor.
 - Use design and construction measures that sustain long-term wetland or stream function when a buried transmission line, pipeline, or tower support must be placed in a wetland or cross a stream.
- Ensure that pipelines corridors, transmission lines, facilities, and other rights-of-ways are properly maintained to minimize damage to NFS resources in the event of an accident or natural disturbance.
 - Use applicable BMPs for Mechanical Vegetation Management Activities when using mechanical treatments to manage vegetation within the corridor.
 - Use applicable practices for maintenance of access roads.

The interdisciplinary analysis for this project is documented in a project file and maintained at the Carson National Forest Supervisor's Office. Source documents from the project record are incorporated by reference throughout this decision memorandum by showing the document number in brackets [].

Reasons for Categorically Excluding the Decision

Decisions may be categorically excluded from documentation in an environmental impact statement or environmental assessment when they are within one of the categories identified by the U.S. Department of Agriculture in 7 CFR part 1b.3 or the proposed action is within a category listed in 36 CFR 220.6 (d) and (e), and there are no extraordinary circumstances related to the decision that may result in a significant individual or cumulative environmental effect. This decision is consistent with the category, "Additional construction or reconstruction of existing telephone or utility lines in a designated corridor" (36 CFR § 220.6(e)(2)). The following

¹ U.S. Department of Agriculture (USDA), Forest Service. 2012. National best management practices for water quality management on National Forest System lands. Volume 1: National core BMP technical guide. FS-990a. Washington, D.C.: USDA Forest Service. 165 p. Available at: http://www.fs.fed.us/biology/resources/pubs/watershed/FS_National_Core_BMPs_April2012.pdf

resource conditions were considered in determining whether extraordinary circumstances related to the decision warranted further analysis and documentation in an environmental impact statement or an environmental assessment (36 CFR 220.6(b)(i-vii)):

i. Federally listed threatened or endangered species or designated critical habitat, species proposed for Federal listing or proposed critical habitat, or Forest Service sensitive species

The Endangered Species Act (ESA, 16 U.S.C. §§ 1531 – 1544) requires Federal activities not to jeopardize the continued existence of any species federally listed or proposed as threatened or endangered, or result in adverse modification to such species' designated critical habitat. As required by ESA, federally listed species (Arkansas River shiner, Rio Grande silvery minnow, black-footed ferret, least tern, Mexican spotted owl, and southwestern willow flycatcher) were reviewed in a biological assessment. Potential effects of this decision were analyzed and documented for the Mexican spotted owl and the southwestern willow flycatcher. [PR 13] It is determined this decision will have no effect on the Mexican spotted owl and southwestern willow flycatcher, or their critical habitats.

A biological evaluation was prepared to evaluate the effects of this decision on 42 Forest Service sensitive species. [PR 13] This decision will not move any of Forest Service sensitive species toward Federal listing under the Endangered Species Act.

ii. Floodplains, wetlands, or municipal watersheds

Effects to floodplains and wetlands were considered in the analysis of effects. Project design elements and development of mitigation measures to address these potential effects were considered in the analysis. Use of directional boring construction techniques at and near stream crossings, setback of directional boring pits away from stream banks, riparian areas, and wetlands, and use of existing road alignments and existing utility corridors to minimize disturbance near streams or wetlands are examples of these mitigation measures. Floodplains should not be impacted by this decision as any disturbance will be minimized by the mitigation above and no impediment to flood flows and floodplain function will result. The Carson National Forest does not include any municipal watersheds; therefore, there will be no effects to them. [PR 17]

iii. Congressionally designated areas, such as wilderness, wilderness study areas, or national recreation areas

The Carson National Forest does not include a national recreation area and no activities are proposed in wilderness or wilderness study areas on the forest; therefore, this decision will have no effect on congressionally designated areas.

iv. Inventoried roadless area or potential wilderness area

This decision to authorize a fiber-optic network along existing power lines that are almost entirely along existing roads will not affect the roadless characteristics of inventoried roadless areas or potential wilderness on the Carson National Forest.

v. Research natural areas

The Carson National Forest does not manage any research natural areas; therefore, this decision will have no effect on research natural areas.

vi. vi-vii. American Indians and Alaska Native religious, or cultural sites and archaeological sites, or historic properties or areas

The KCEC proposal was identified in the July 2012 Schedule of Proposed Actions (SOPA), which was sent to all Tribes with interests on the Carson National Forest. Only the Comanche Tribe responded with a letter of "no effect." A copy of the January SOPA will also be sent to the forest's tribal contact list. State Historic Preservation Officer concurrence was received on December 26, 2012 [PR 18].

The mere presence of one or more resource conditions does not preclude the use of a categorical exclusion. It is the existence of a cause-effect relationship between a proposed action and the potential effect on these resource conditions, and if such a relationship exists, the degree of the potential effect of a proposed action on these resource conditions that determines whether extraordinary circumstances exist. I find no extraordinary circumstances related to this decision that may result in a significant individual or cumulative environmental effect.

Public Involvement

A proposal to authorize KCEC to construct a new fiber-optic network on the existing electrical distribution system and within existing rights-of-way on the Carson National Forest was listed in the SOPA since July 2012. [PR 11, 15, & 19] A legal notice of the proposed action was published in *The Taos News* on June 14, 2012. [PR 09] The proposal was provided to 22,406 KCEC members (users) and other agencies for comment at the same time. [PR 10] Interested and affected Tribes were also contacted. The Forest Service received comments from 8 individuals during the scoping and 30-day comment period. [PR 12] In general, commenters were supportive of the proposal.

One individual had concerns related to the option to relocate the existing aerial electric line through Hondo Canyon to a joint buried utility trench along NM-150. The commenter stated, "The road is a popular bike route, which one climbs in the uphill lane, and then gains a high speed descent in the downhill lane. Any disruption of the paved surface after completion of the project will be a significant hazard for cyclists in the downhill lane."

Kit Carson Electric Cooperative will be required to consult with NM Department of Transportation prior to a Forest Service decision to amend its special use permit to authorize the realignment of buried electrical lines within the existing NM-150 road easement. In the 1970 easement issued to NM Department of Transportation it states, "...the right of the Forest Service to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would interfere with the free flow of traffic or impair the full use and safety of the highway..." As a condition of KCEC's authorization to bury the electric cable within the highway easement, KCEC will need to minimize the disturbance to the road's surface.

Findings Required by Other Laws

National Forest Management Act - This decision is consistent with the Carson National Forest Land and Resource Management Plan (Forest Plan), as required by the National Forest Management Act. The project was designed in conformance with standards and guidelines specified in the Forest Plan.

Endangered Species Act - This decision is in compliance with the Endangered Species Act of 1973, as documented in the biological assessment and found in the project record.

Clean Water Act – This decision is in compliance with the Clean Water Act, as documented in the Technical Memorandum, Kit Carson Electric Cooperative Fiber to the Home Project Clean Water Act Compliance Analysis. Development of mitigation measures to minimize or avoid impacts to water quality as well as the use of directional boring construction techniques, setback from streams and riparian areas, avoidance of disturbance below the ordinary high water mark of streams, and the avoidance of wetlands all will ensure attainment of current water quality and minimal or no effect to wetlands and jurisdictional waters of the United States.

National Historic Preservation Act – This decision is in compliance with the National Historic Preservation Act, as documented in the heritage resources clearance which included tribal consultation. Documentation is found in the project record.

Environmental Justice Executive Order #12898 – This decision will not have a disproportionate effect on minority and low-income communities.

Administrative Review or Appeal Opportunities

This decision is subject to administrative review (appeal) in accordance with 36 CFR 215. A written notice of appeal -- clearly stating it is a notice of appeal being filed pursuant to 36 CFR 215.14 -- must be filed within 45 days from the day after the date of publication of legal notice of this decision in *The Taos News*. The publication date in *The Taos News*, newspaper of record, is the exclusive means for calculating the time to file an appeal. Those wishing to appeal this decision should not rely upon dates or timeframe information provided by any other source.

Individuals or organizations who submitted comments during the 30-day comment period specified at 215.6 may appeal this decision. Interest expressed or comments provided on this project prior to or after the close of the comment period do not have standing for appeal purposes. The notice of appeal must meet the appeal content requirements at 36 CFR 215.14. Names and addresses of appellants will become part of the public record.

The notice of appeal must meet the appeal content requirements at 36 CFR 215.14. An appeal must be filed (regular mail, fax, e-mail, hand delivery, or express delivery) with the Appeal Deciding Officer. Written appeals must be submitted to:

Deputy Regional Forester, Southwestern Region
Appeal Deciding Officer
333 Broadway Blvd., SE
Albuquerque, NM 87102
FAX: (505) 842-3173
E-mail: appeals-southwestern-regional-office@fs.fed.us

The office business hours for those submitting hand-delivered appeals are: 8 a.m. to 4:30 p.m. Monday through Friday, excluding holidays. Electronic comments must be submitted in a format such as an e-mail message, plain text (.txt), rich text format (.rtf), Adobe (.pdf) and Word (.doc) to appeals-southwestern-carson@fs.fed.us. The appeal must have an identifiable name attached or verification of identity will be required. A scanned signature may serve as verification on electronic appeals.

Implementation Date

If no appeals are filed within the 45-day time period, implementation of the decision may occur on, but not before, 5 business days from the close of the appeal filing period. When appeals are filed, implementation may occur on, but not before, the 15th business day following the date of the last appeal disposition.

Contact Person

For additional information concerning this decision or the Forest Service appeal process, contact Audrey Kuykendall, Planning and Minerals Staff Officer, Carson Forest Supervisor's Office, 208 Cruz Alta Rod., Taos, NM 87571 (575)758-6200.



FOR JUAN E. SANCHEZ
Forest Supervisor, Carson National Forest



Date

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**Project Record Index
for the
Kit Carson Electric Cooperative Fiber-optic Project**

PR No.	Doc Date	Document Description	Source
01	9/1986	Environmental Impact Statement, Carson Land & Resource Management Plan (LRMP)	USDA Forest Service (FS)
02	10/31/1986	Environmental Impact Statement, Carson LRMP Record of Decision	USDA FS
03	10/1986	Carson National Land & Resource Management Plan (Forest Plan), as amended (folder)	USDA FS
04	11/16/2011	Application to amend KCEC's special use permit (SF 299) to add fiber-optic line to existing electric lines on NFS lands, with map	Kit Carson Electric Cooperative (KCEC)
05	11/23/2011	Letter: Acceptance of SF 299, outlining next steps	Kendall Clark, Carson National Forest (CNF) Supervisor
06	2/29/2012	Meeting agenda & notes: For Carson NF meeting with TROW & KCEC to discuss project, including cultural resources survey	Tierra Right of Way Services (TROW)
07	3/16/2012	Section 106: Programmatic Agreement between Rural Utility Service, Taos, Picuris, & State Historic Preservation Officer (SHPO)	Rural Utility Service
08	5/1/2012	Letter: To Luis Reyes regarding finalizing the scoping letter and the maintaining the project schedule	Diana Trujillo, Acting CNF Supervisor
09	6/14/2012	Legal notice: Describing proposed action & soliciting comments during 30-day comment period	<i>The Taos News</i>
10	5/31/2012	Letter: Describing proposed action & soliciting comments during scoping & 30-day comment period, including maps	Diana Trujillo, Acting CNF Supervisor
11	7/1/2012	July 2012 Schedule of Proposed Actions (SOPA)	Carson NF website
12	7/16-28/2012	Letters: Eight comment letters received during the 30-day comment period (folder)	Public
13	8/27/2012	Combined Biological Assessment and Evaluation for the Proposed Kit Carson Electric Cooperative Fiber to the Home Project, Colfax, Rio Arriba, and Taos Counties, New Mexico	Prepared by TROW, approved by Francisco Cortez, CNF Biologist
14	8/27/2012	Biological Report for the Proposed Kit Carson Electric Cooperative Fiber to the Home Project, Colfax, Rio Arriba, and Taos Counties, New Mexico	Prepared by TROW, approved by Francisco Cortez, CNF Biologist
15	10/1/2012	October 2012 SOPA	Carson NF website

PR No.	Doc Date	Document Description	Source
16	10/22/2012	Cultural Resource Inventory for the Kit Carson Electric Cooperative Fiber to the Home Project on the Carson National Forest in Rio Arriba and Taos Counties, New Mexico and New Mexico Cultural Resources Information System (NMCRIIS) Investigation Abstract Form	Prepared by TROW, approved by Steve Okamoto, Acting CNF Supervisor
17	12/12/2012	Technical memorandum: Clean Water Act Compliance Analysis	Prepared by TROW, approved by Greg Miller, CNF Soil & Water Specialist/Program Manager
18	12/26/2012	Inventory & Standards Accounting Form (FSM 2361)	Prepared by TROW, approved by Ricardo Martinez, Acting CNF Supervisor & Norman Nelson, SHPO
19	1/1/2013	January 2013 SOPA	Carson NF website



United States
Department of
Agriculture

Forest
Service

Southwestern Region 3
Carson National Forest

208 Cruz Alta Road
Taos, NM 87571
575-758-6200
TDD: 575-758-6329
FAX: 575-758-6213

File Code: 2720
Date: March 26, 2015

Luis Reyes
CEO
Kit Carson Electric Cooperative
PO Box 587
Taos, NM 87571

Exhibit D- (Permit Documents) USFS
Route 150 permit to KCEC (executed
Copy 4-12-15

Dear Mr. Reyes:

Enclosed is the special use permit amendment, and operating plan, for Kit Carson Electric Cooperative to bury a 25 kV and less electric line and a fiber optic line along Highway 150 to Taos Ski Valley in a joint utility trench. This permit amendment, once you have coordinated with New Mexico Department of Transportation to secure permission to work in the Highway Right of Way, allows construction from the Forest Boundary near Arroyo Seco to Sutton Place Road in Taos Ski Valley. This permit amendment does not allow the installation of buried utilities across Sutton Place Road. I will continue to work with Taos Ski Valley Inc. to gather information needed to authorize additional construction across Sutton Place Road.

Please review the enclosed documents. If you are satisfied with both documents please sign and return to Amy Simms.

I have also included a cost recovery bill to cover Forest Service personnel time for monitoring during construction. Please submit payment in the green envelope provided.

If you have any questions or need additional assistance please contact Amy Simms, Recreation and Lands Program Manager at 575-758-6310.

Sincerely,

JAMES DURAN
Forest Supervisor

cc: Jack Lewis

Enclosures



Appendix B
Highway 150 buried electric and fiber optic line
Operating Plan
Carson National Forest Service
Questa Ranger District

NAME AND ADDRESS OF PERMITEE:

Kit Carson Electric Cooperative
118 East Cruz Alta Rd.
PO Box 578
Taos, NM 87571
Luis Reyes - lreyes@kitcarson.com
(575) 758-2258 ext 125

FOREST SERVICE CONTACTS:

Jack Lewis	Questa District Ranger	575-586-0520
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Forest Service representatives will periodically monitor authorized operations to verify compliance with the Special-Use Permit and Operating Plan.

1. OPERATING PERIOD:

This Operating Plan covers the period from issuance of the special use authorization and ends 12/31/2020, at which time, the authorized officer will review this plan and reissue a new five year operating plan.

2. AUTHORIZED ACTIVITIES:

Only activities identified in the special use permit are authorized. If the activity is not listed, Forest Service approval is required. If new electric or fiber optic lines are proposed, or lateral lines coming off of existing lines are proposed Forest Service approval is required. If upgrades to existing facilities are needed Forest Service approval is required.

Facilities must be constructed as depicted on the designs prepared by T&D Services. During construction the Storm Water Prevention Pollution Plan prepared by Glorietta Geoscience must be in place. Coordination with New Mexico Department of Transportation must occur to have approval to occupy the Highway 150 Right of Way and to ensure the traffic control plan is adequate.

The Carson National Forest and Kit Carson Electric Cooperative will develop a stand alone operating plan that covers abandonment of the aerial electric line when KCEC is ready to initiate that project.

3. NOTIFICATION OF MAINTENANCE ACTIVITIES:

The local Forest Service contact shall be notified at least 30 days (or as soon as possible) in advance of any **non-routine maintenance activity** including, but not limited to, any work that is not listed in the authorized activities section of this operating plan.

4. INCIDENT NOTIFICATION:

The Holder will contact the authorized officer as soon as practicable after the following incidents:

- a. Any incident resulting in death, permanent disability, or personal injuries that are life-threatening or that are likely to cause permanent disability;
- b. Any incident that has high potential for serious personal injury or death or significant property, environmental, or other natural resource damage, including avalanches, landslides, flooding, fire, structural failures, and release of hazardous materials.

The notification shall specify when, where and how the incident occurred and who was present or affected by the incident.

5. ACCESS:

The pipeline is located on the shoulders of Highway 150 and will be accessible off the pavement.

6. STAGING AREA:

Staging of equipment during construction will be at the Taos Ski Valley Inc. parking lot.

7. GENERAL:

All equipment shall be washed and free of soil and vegetation prior to entering National Forest lands in order to prevent the spread of noxious weeds. All barriers/blockades (such as highway or allotment fencing) that are removed to access locations will be replaced in the same locations. All materials except those installed for new use will be removed from the Forest.

The open trench will be filled and/or covered at the end of every workday.

8. RESOURCE PROTECTION:

Avoid watercourse disturbance and pollution of any waters adjacent to construction activities. A Storm Water Pollution Prevention Plan will be in place and followed as will Best Management Practices. Best Management Practices contained in the publication National Best Management Practices for Water Quality Management on national Forest System Lands, Volume 1: National Core BMP Technical Guide (FS-990-A) will be followed when applicable.

9. REHABILITATION:

Disturbed areas will be graded and finished to their original condition or better. Develop and implement a post-construction site vegetation plan using suitable species and establishment

techniques to revegetate the site in compliance with local direction and requirements per FSM 2070 and FSM 2080 for vegetation ecology and prevention and control of invasive species.

10. FIRE PROTECTION:

Fire extinguishers will be available in all vehicles on site. Fire tools (shovel/Pulaski) at all work sites and on each rig. Portable water sources will be available at all work sites, i.e. 5 gallon back pack, and/or portable water tank and pump on ATV.

11. EQUIPMENT & EQUIPMENT FUELING:

Any spill from 1-5 gallons will be immediately shoveled and bagged up by Kit Carson Electric/NM Gas or it's contractor and disposed of in an appropriate manner off of the forest. Any spill over 5 gallons will be reported immediately to the Forest Service and a professional remediation team will commence clean up.

12. OPERATING PLAN LIMITATIONS

This Operating Plan is developed pursuant to Clause III.C. of the Special-Use Permit which authorizes these activities, and contains mitigating conditions herein deemed necessary to protect National Forest resources. The Permit Holder is also hereby placed on notice that other federal, state, or local agencies may have additional mitigation measures or permits which must be secured. Failure to meet those additional mitigation measures, or secure those other permits, may result in enforcement actions against the permit holder by the appropriate agency.

This Operating Plan attempts to be as complete as possible; however, all situations and eventualities cannot be addressed. In these situations, good judgment shall be used to ensure public health and safety.

Work is to commence on approximately April 1st 2015 and is to be completed by approximately October 15th 2015.

ACCEPTED:

Permit Holder



Date: 4-13-2015

Luis Reyes- Kit Carson Electric Cooperative

Authorized Officer:

Date:

James Duran- Carson Forest Supervisor

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AMENDMENT
FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 3

This amendment is attached to and made a part of the electric transmission line special use authorization for operating and maintaining aerial and underground electric distribution lines issued to KIT CARSON ELECTRIC COOP on 05/07/2013 which is hereby amended as follows:

Amendment to master permit authorizing the construction, operation and maintenance of a buried 25 KV and under power line and fiber optic line. The buried electric and fiber optic line will follow Highway 150 starting at the Carson National Forest boundary at the mouth of Hondo Canyon. The buried utilities will leave the Highway 150 right of way at Ocean Blvd and follow Ocean Blvd to the Armadillo Parking Lot and terminate at Sutton Place Road in Taos Ski Valley. The electric and fiber optic route is shown in Appendix A as TD2 and continue to TD 15 (see attached map).

The electric and fiber optic line will be buried approximately 4' deep for 38,398 linear feet. A total of 46 junction boxes will be installed. 40 junction boxes will be along Highway 150, 6 will be along Ocean Blvd. Each junction box will be 55 inch's x78 inch's in size. Underground distribution lines will be three phase 14.4/24.9KV.

Any laterals to connect to existing above ground power for Taos East and the Amizette subdivision will be on private property.

A map is included with this permit and is referenced as Appendix A.

An operating plan is included in this permit and referenced as Appendix B.

Specifications/engineering design, prepared by T and D Services is included in this permit as Appendix C.

X. FIBER OPTIC FACILITIES

1. Use Authorized Without Additional Approval. This permit authorizes use of fiber optic cable, conduit space, or space within fiber optic regeneration or amplification sites (fiber optic facilities) solely for the holder's use in direct support of the holder's authorized operations. The holder may reserve fiber optic facilities authorized by this permit for the holder's expansion and may utilize the reserved fiber optic facilities during the term of this permit without additional approval from the authorized officer. Leasing of fiber optic facilities by third parties is not authorized by this permit, except as provided in paragraph 2.

2. Leasing of Fiber Optic Facilities. Leasing of fiber optic facilities authorized by this permit must have prior written approval from the authorized officer. The Forest Service reserves the right to disapprove requests to lease fiber optic facilities. The holder shall remain responsible for the lessees' compliance with all the terms and conditions of this permit. The holder shall pay a land use fee of at least the minimum fee for the lessees' use of fiber optic facilities, provided that the lessees are not exempt from a land use fee. The land use fee for any leased fiber optic facilities shall be adjusted annually in accordance with the fee schedule in 43 CFR 2806.20.

3. Fiber Optic Facility Map. Upon request, the holder shall submit to the authorized officer a fiber optic content map reflecting ownership of and leases for all authorized fiber optic facilities, which shall be attached to this permit as an appendix. The fiber optic facility map must specify the total number of installed conduits and fibers, the total number of

conduits and fibers in active use, and the type of use (commercial, public purpose, or holder's) for conduits and fibers in active use. The authorized officer may request any additional information from the holder deemed necessary for proper administration of the leased fiber optic facilities. The holder shall update the fiber optic facility map annually as necessary.

This Amendment is accepted subject to the conditions incorporated in the original special use permit (CAR 1) set forth herein, and to conditions contained in the approved operations and maintenance plan attached hereto and made a part of this Amendment.



LUIS REYES, CEO



FORAN

KIT CARSON ELECTRIC COOPERATIVE

4-13-2015

Date

FOREST SUPERVISOR

Date

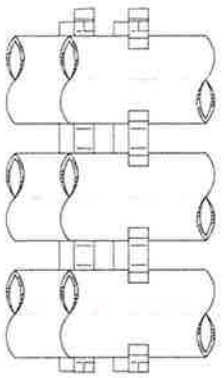
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

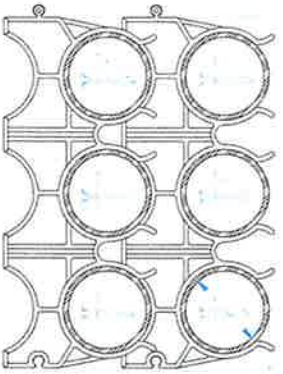
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

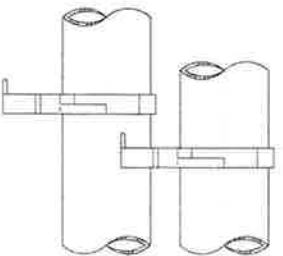
TAOS SKI VALLEY JOINT TRENCH DETAIL UR2-2R 49"X48"		
SCALE	STATE	SHEET
1"=1'	NM	OPTION 1



TOP VIEW



FRONT VIEW



RIGHT SIDE VIEW



UNDERGROUND DEVICES
ELECTRIC SYSTEMS
W-15-3



W-15-3 WINDTUNNEL DEVICE SPACER			
OUTLINE DRAWING			
See A-101	Box Model	See Model	Box Model
W-15-3-11	Box Model	See Model	Box Model
1st Designed for 1st LIBRARY OF			
OUTLINE & INSTALLATION DRAWINGS FOR A-101			
UNDERGROUND DEVICES, INC. 12-7-56			



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

**VILLAGE COUNCIL REGULAR MEETING
MINUTES
SNAKEDANCE CONDOMINIUMS HONDO RESTAURANT
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, OCTOBER 10, 2017, 2:00 P.M.**

1. CALL TO ORDER & NOTICE OF MEETING

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

2. ROLL CALL

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

Governing body present:

Mayor Neal King
Councilor Kathy Bennett
Councilor Christof Brownell
Councilor Chris Stagg
Councilor Tom Wittman, Mayor Pro Tem

Staff present:

Village Administrator Mark Fratrack
Village Clerk Ann Wooldridge
Finance Director Nancy Grabowski
Building & Construction Director Bill Jones
Police Chief Andrew Bilardello
Public Works Director Ray Keen
Administrative Assistant Christina Wilder
Village Attorney Dennis Romero

3. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as presented

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

4. APPROVAL OF THE MINUTES OF THE SEPTEMBER 12, 2017 VILLAGE COUNCIL REGULAR MEETING, and the SEPTEMBER 18, 2017 VILLAGE COUNCIL SPECIAL MEETING

MOTION: To approve both minutes as written

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

5. CITIZEN'S FORUM – Limit to 5 minutes per person (please sign in)

6. FINANCIAL REPORTS

Finance Director Grabowski reported that GRT remitted to the Village in September was \$58,631 compared to \$87,873 for September last year. Year-to-date GRT total is \$137,197 versus \$263,207 for last year. The TIDD received a distribution in September for July GRT of \$3,486.56.

Lodger's tax collections in September were \$11,226 versus \$20,520 for last year. Year-to-date total is \$51,649 versus last year's \$30,261. Most of the lodgers' tax collected has been late submittals.

\$6,689 in Hold Harmless GRT revenues were received in September. These will be transferred to fund 42, Sewer Depreciation, to support the WWTP upgrades. Ad valorem tax collections are up year-to-date by 22%.

Burt & Company, the Village's current auditors, has purchased Taos CPA, which has been the Village's CPA firm. As a result, the Village's Quickbooks program was moved from the Taos CPA server to the Heritage Trust server, to

avoid a conflict. Unfortunately, this caused many technical problems because it resulted in two separate Quickbooks databases being created. The problems are still being straightened out with Heritage Trust and TaosNet. The Village's new IT firm, Ambitions Technology Group, has started and they are reviewing the Village's current systems.

Mayor King said that the Village would be working with NM Tax and Revenue to try to learn more about the GRT calculations for both the Village and the TIDD.

7. **COMMITTEE REPORTS**

A. Planning and Zoning Commission –Commission Chair Wittman reported that the October meeting had been cancelled. The next meeting is scheduled for November 6, 2017 at 1:00 p.m. at the Snakedance Condominiums.

B. Public Safety Committee –Committee Chair Bennett reported that the Committee had not met.

C. Firewise Community Board of Directors – The Firewise Board did not meet. Committee Chair Bennett recently joined a coalition that will be reviewing the fire history study that was conducted last year by the USGS on the ski valley canyon. The U.S. Forest Service will be placing some firewise interpretive materials in the campgrounds which were thinned last summer.

D. Parks & Recreation Committee – Committee Member Kerrie Pattison reported that the Committee members have been taking down and putting away the last of the summer parks and recreation items. The party to inaugurate the Kachina Vista Park will take place on October 19, 2017 at 4:00 p.m. near the lower gate on Kachina Road.

E. Lodgers' Tax Advisory Board – The next meeting is scheduled for November 1, 2017 at 10:00 a.m. at the Snakedance Condominiums to review the new grant proposals.

8. **REGIONAL REPORTS**

Councilor Bennett reported that no meetings had been held and that the next meetings are scheduled for October 21, 2017.

9. **MAYOR'S REPORT**

Mayor King said that the firefighters who attended the recent fire academy would be recognized at the next Council meeting. Mayor King will be working on the draft of a letter to be sent to the NM Tax and Revenue Department on behalf of the Village, and also on a draft letter to be sent on behalf of the Village Tax Increment Development District Board.

10. **STAFF REPORTS**

Mark Fratrack, Village Administrator reported on ongoing projects:

- Townsite Act –No updates at this time, however a meeting with the Village, the U.S. Forest Service, and TSVI will take place onsite at the end of the month.
- Taos Mountain Lodge –A phased plan approach will be undertaken. The contractor is working to repair the eight units on the upper level.
- Kachina Water Tank – Administrator Fratrack has been following up since the workshop with representatives from FEI Engineering and from TSVI. There has been a suggestion for a fourth location for the Kachina tank.
- WWTP/WWTP Financing Options – The working group had a conference call with the USDA to get clarification on further requirements for the USDA funding.
- Ernie Blake Road – The Village has received a counter-offer from the Sierra del Sol and is set to discuss it at the closed session of this Council meeting.
- Doug Terry Cabin Property – The property is for sale and is listed for \$450,000. The Village has been utilizing the property for snow storage. Administrator Fratrack spoke with the listing agent about maintaining that use for the Village, at least for this ski season.
- Holiday Lights – The Chamber will be putting lights up for the holidays which will stay up until the end of ski season.

- A Special Council meeting will take place on October 30, 2017 at 1:00 p.m. to introduce the ordinance required for issuing bonds, which will fund the interim financing required for the USDA loan.
- The Village may be interested in selling its Snowshoe Road property in order to fund the possible purchase of the Doug Terry property.

Department Briefs

- **Department of Public Safety Update:** Chief Bilardello reported on September activity: MVCs (3), Residential Alarm (2), Business Alarm (1), Property Damage (0), Suspicious Persons/Vehicles (3), Citizen Assists/Contacts (22), Traffic Enforcement Hours (46), Traffic Stops (5), Written Citations (3), Written Warning (1), Verbal Warnings (10), Parking Citations (2), Assists to other Agencies (32), Trespass Warnings (0), Foot Patrol Hours (10), Animal Control (31), Welfare Checks (2). Fire EMS: Fire Calls (3), EMS Calls (2). SAR Hours: (4).
The Police Department is looking into producing decals for residents and employees to put on their car windshields. Chief Bilardello said that this would be helpful to the Public Safety Department to indicate cars that are registered with the Village.
- Director Jones said that he is working on an ordinance requiring that all utilities be placed underground.
- Director Keen reported that there are two new employees in the Public Works Department. Steve Geving, laborer/equipment operator, and Christina Wilder, administrative assistant. The Public Works Department staff has been busy conducting jet-rodding of the sewer lines. The Strawberry Hill water line has been completed and the sewer line is nearly finished. Keen said that he has been looking into purchasing a glass crusher for the recycling area. Councilor Stagg commended the efforts to improve the recycling, and suggested that educating the citizens would be the best way to getting the recycling program working better.
- Attorney Romero reported that he is working on the Pattison/Village Emma Road property exchange.

11. OLD BUSINESS

A. Consideration to Approve Proposed Adjusted System Development and Impact Fees for Parcel G

At the August 2017 Council meeting, the Council approved a combined required payment for System Development Fees and Impact Fees in the amount of \$541,030. At the September 2017 Council meeting, an adjusted calculation was presented because an error had been made. It was brought to the attention of the Village Administrator that the TSVI sewer connection credit of \$215,520 was not fully applied. Only a \$184,236 credit was applied from the possible \$215,520. TSVI would like to have the full \$215,520.00 credit amount applied against the Sewer System Development fees presently owed. With the full \$215,520.00 credit applied, the total amount now due is \$509,746.00.

MOTION: To Approve the Proposed Adjusted System Development and Impact Fees for Parcel G

Motion: Councilor Wittman Second: Councilor Brownell

Chaz Rockey from TSVI addressed the Mayor and Council, saying that he objected to the methodology used in the calculation of the system development and impact fees. He said that he respects the Council's decision but hopes that the process will be different for their next project.

The Mayor called for the vote.

Passed: 4-0

12. NEW BUSINESS

A. Consideration to Approve a Professional Services Contract with FEI Engineers, Inc. to draft a new Request for Proposal (RFP) for the Kachina Water Tank project

The Council has directed staff to work with FEI Engineers to draft a new RFP to hire a contractor for the adjusted scope of the Kachina Water Tank project, to fit in the original easement boundaries. The new contract with FEI Engineers totaling \$31,020 plus tax is to accomplish this task. This amount was not included in the original FY2018 budget so a budget adjustment request may be necessary later in the fiscal year.

MOTION: To Approve a Professional Services Contract with FEI Engineers, Inc. to draft a new Request for Proposal (RFP) for the Kachina Water Tank project

Motion: Councilor Bennett Second: Councilor Wittman

Councilor Stagg asked that TSVI be shown the RFP to review before it is issued, since TSVI is the landowner. Otherwise, they have no objections.

The Mayor called for the vote.

Passed: 4-0

B. Consideration to Approve a Contract between the Village of Taos Ski Valley and Kit Carson Electric Cooperative for Installation and Transfer of Ownership of Electric Installation Line as Contribution in Aid of Construction

Taos Ski Valley, Inc. and Kit Carson Electric Cooperative have coordinated the installation of an electric line running the length of Twining Canyon, within the trench along Highway 150. TSVI paid the initial construction and installation costs. As part of the Master Development Agreement between TSVI and the Village, it is the intention of the parties that TSVI dedicate the electric utility line within the trench to the Village. The Village would then immediately assign and transfer its ownership of the utility lines to KCEC. Upon transfer, KCEC will own, operate and maintain the electric facilities.

Part of the purpose of this agreement is to document the estimated value that the Village is receiving in exchange for transferring its temporary ownership of the electric facilities. To remain in compliance with the Anti-Donation Clause of the New Mexico Constitution, the Village must receive value in exchange for transferring ownership of any asset. In this instance, the value is stated as "reduction of the danger of widespread destruction of property [presently] posed by the overhead electric transmission power lines that the Upgrade Project will replace with underground electric transmission lines."

The chain of transfer from TSVI to the Village and then to KCEC will also provide TSVI with qualification for reimbursement of certain project costs through the TIDD.

MOTION: To Approve a Contract between the Village of Taos Ski Valley and Kit Carson Electric Cooperative for Installation and Transfer of Ownership of Electric Installation Line as Contribution in Aid of Construction

Motion: Councilor Brownell

Second: Councilor Wittman

Passed: 4-0

The cable should be installed in the conduit soon.

C. Discussion and Direction to Staff Regarding the Certificate of Occupancy for The Blake

The Blake Hotel was given a Temporary Certificate of Occupancy (TCO) on October 27, 2016. The Hotel was given this TCO document to assist in meeting TSVI's opening schedule. Not everything was complete with the hotel, and areas were secured and not allowed occupancy by the public. Several amendments to the document extended the TCO; the most recent amendment extended it to the date of November 30, 2017. The snow retention improvements have not been completed by the roofing contractor, however. In an effort to provide a safe area around the outside of The Blake Hotel, the protection provided by the snow guards must be completed; the installation of these snow guards is forecasted to be completed by November 30, 2017.

In addition, the System Development and Impact Fees for the Development Improvements have not been paid to the Village as required by adopted ordinances.

MOTION: To Approve leaving the Temporary Certificate of Occupancy in place until the end of ski season

Motion: Councilor Wittman

Second: Councilor Brownell

Councilor Staggs asked if a Council action was expected to occur today, since the item was listed as a discussion item.

Also, he expressed his concern that the Council be making decisions on certificates of occupancy. Councilor Staggs said that the Village Building Department should be the ones knowledgeable enough to decide about such items.

MOTION: To Rescind the motion

Motion: Councilor Wittman

Second: Councilor Brownell

Passed: 4-0

Mayor King expressed his opinion that it seemed alright to have the Council aware of these issues as this one in particular is a public safety issue. By leaving the certificate of occupancy as temporary, there is no liability to the Village. The Village Building Department is working with TSVI to insure that the roof snow melt gets installed correctly, after which the certificate of occupancy will be granted.

The Plaza area is owned by TSVI and they will be conducting the maintenance this winter. As far as any liability for the Village concerning the Plaza maintenance, Attorney Romero explained that the Village could be named as liable concerning any property, not just the Plaza.

D. Discussion and Consideration to Approve the Village of Taos Ski Valley Entering into a Contract with TSVI for Snow Removal on Sutton Place for the 2017-18 Ski Season

TSVI approached the Village to discuss the possibility of TSVI providing snow removal for Sutton Place for this upcoming ski season. TSVI indicated that they would be purchasing a snow blower to be primarily used on the parking lot, but thought that it might be used to help clear Sutton Place also. Public Works Director Keen felt that since the Village hadn't committed to purchasing a smaller piece of multiuse snow removal equipment yet, that for at least this season, TSVI snow removal would be a viable option for the Village to take. The range of cost that was discussed, dependent on the storms and snowfall amounts for the year, was \$5,000 to \$10,000. Contracting with TSVI would take a bit of strain off of the Village's Public Works resources for this season.

David Norden with TSVI explained that they plan to blow snow down the road then into the retention pond. They have estimated the cost at \$500 labor cost for each storm. At an estimate of twenty storms in a winter, that would total \$10,000. If there were more storms, TSVI could approach the Council to amend the contract.

MOTION: To Approve the Village of Taos Ski Valley Entering into a Contract with TSVI for Snow Removal on Sutton Place for the 2017-18 Ski Season

Motion: Councilor Wittman

Second: Councilor Brownell

Passed: 4-0

E. Discussion of Village's Request for a 33 foot Easement and TSVI's Request for a 66 foot easement at the Wastewater Treatment Plant (WWTP) Site

The Mayor has signed off on the boundary surveyed plat for the Town Site Act WWTP property. An easement survey was also presented for signature which showed a 66-foot easement for the benefit of the U.S. Forest Service, through the WWTP property. The Village Administrator advised the Mayor not to sign the easement survey until the Village had time to look into requesting a narrower easement from the Forest Service.

TSVI notified the Village a few months ago that they were requesting an easement "with a minimum width of 66 feet", "a perpetual, non-exclusive roadway and right of way easement for ingress and egress and for utilities", and also "perpetual, non-exclusive day skier parking...and for the parking of TSVI's related day skier transportation trucks and trailers, and for the parking of TSVI's ski resort facility equipment and vehicles and for the parking of TSVI's road maintenance and snow plowing vehicles and equipment." The Village is concerned that such an easement would limit Village access to its own property. The proposed easement language states that TSVI would have priority of use. There is some disagreement over whether these two easements are separate issues or not. Administrator Fratrack contacted the U.S. Forest Service over a month ago about changing to a 33-foot easement, but hasn't heard back. There is a meeting planned for October 30, 2017 with representatives from the Village, the U.S. Forest Service, and TSVI, when hopefully some of these items can be agreed upon. Councilor Bennett said that the Village and TSVI had always worked together in the past, so hopefully would continue to do so.

13. MISCELLANEOUS

A. Councilor Brownell asked about a public notice that had been distributed, concerning the storage of contaminated material on TSVI's private land across the gorge bridge. David Norden explained that during the excavation on Strawberry Hill, some contaminated soil was found at the site of the old VMF building. TSVI contacted the New Mexico Environment Department (NMED) to self-report the contamination. TSVI has removed the soil to the "Tract B" site across the gorge. The soils will be tested by the NMED. The contamination occurred approximately thirty years ago, he explained.

Norden said that TSVI responded as quickly as they possibly could, and that they have acted in full compliance with requests from NMED. Norden said that they have conducted full disclosure and that TSVI is very environmentally minded.

The public notice was sent to property owners within a one-third mile radius of Tract B, and news of the process is being spread on social media.

B. Homeowner Michael Holmquist requested that the Council consider a height restriction for the property across Twining Road from the Holmquist's house. The property size will be increased with the land exchange to will take place for the realignment of Ernie Blake Road.

14. CLOSED SESSION

A. Discussion of the Acquisition of Real Property

This matter may be discussed in closed session under Open Meetings Act exemption 10-15-1(H) (8)

MOTION: To go to Closed Executive Session

Motion: Councilor Stagg

Second: Councilor Bennett

Passed: 4-0

MOTION: To return to Open Session

Motion: Councilor Stagg

Second: Councilor Wittman

Passed: 4-0

No decisions or motions were made during closed session.

MOTION: To Convene the Ernie Blake Road land-swap negotiating team to work with the Sierra del Sol on a land acquisition for the road realignment

Motion: Councilor Stagg

Second: Councilor Brownell

Passed: 4-0

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

A Council Special meeting will take place on Monday, October 30, 2017 at 1:00 p.m. at the Snakedance Condominiums Hondo Restaurant. The next regular meeting of the Council will take place on Tuesday, November 14, 2017 at 2:00

p.m., at the Snakedance Condominiums Hondo Restaurant. A Public Hearing for the draft Environment Impact Document for the Wastewater Treatment Plant upgrade is scheduled for Wednesday, November 1, 2017 from 6:00 p.m. to 8:00 p.m., at the Snakedance Condominiums Hondo Restaurant.

15. ADJOURNMENT

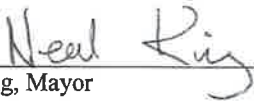
MOTION: To Adjourn.

Motion: Councilor Wittman

Second: Councilor Stagg

Passed: 4-0

The meeting was adjourned at 4:10 p.m.



Neal King, Mayor

ATTEST: 

Ann M. Wooldridge, Village Clerk

OTHER BUSINESS



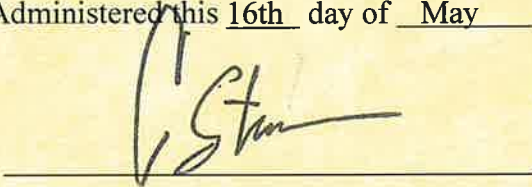
VILLAGE OF TAOS SKI VALLEY

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 20 25.



Mayor Chris Stanek