STATE OF NEW MEXICO COUNTY OF COLFAX EIGHTH JUDICIAL DISTRICT

STATE ETHICS COMMISSION ex rel. VILLAGE OF ANGEL FIRE,

Plaintiff,

v.

BARRY LINDSEY; JULIE KULHAN, in her official capacity as Chief Procurement Officer for the Village of Angel Fire; and CARRISTO CREATIVE CONSULTING, LLC, FILED 8TH JUDICIAL DISTRICT COURT COLFAX COUNTY NM FILED IN MY OFFICE 6/20/2024 12:14 PM LAUREN M. FELTS-SALAZAR DISTRICT COURT CLERK Anita Sintas

No. D-809-CV-2024-00091

Defendants.

COMPLAINT

1. New Mexico's Procurement Code, NMSA 1978, §§ 13-1-28 to -199 (1984, as amended through 2023), provides for the fair and equitable treatment of all persons involved in public procurement, maximizes the purchasing value of public funds, and provides for safeguards that maintain a procurement system of quality and integrity. *See* NMSA 1978, § 13-1-29 (1984).

2. To meet these purposes, the Procurement Code generally applies to every expenditure by local public bodies for the procurement of goods, services, and construction, *see* NMSA 1978, § 13-1-30(A) (2005), and generally requires that local public bodies use competitive sealed proposals when procuring professional services, *see* NMSA 1978, § 13-1-111(A) (2007).

3. The Code contains several exemptions from its requirements, however, including for "purchases of advertising in all media, including radio, television, print and electronic[.]" NMSA 1978, § 13-1-98(V) (2023).

4. In this case, staff of the Village of Angel Fire misused the Code's exemption for "purchases of advertising in all media" to avoid the Procurement Code's requirements, including the required use of competitive sealed proposals, and to award a \$1,016,365 contract to Defendant Carristo Creative Consulting, LLC. Upon information and belief, Defendant Carristo Creative Consulting, LLC has a business relationship with the Village's Mayor, Defendant Barry Lindsey, and Carristo Creative's members have a personal relationship with Defendant Lindsey and his spouse.

5. To enforce the provisions of the Procurement Code, to prevent misuse of the Code's exemptions, to ensure fair dealing and integrity in New Mexico's procurement of professional services contracts, and to recoup public funds that have been expended in violation of the Procurement Code, the State Ethics Commission brings this civil action.

PARTIES

6. Plaintiff State Ethics Commission is an independent state agency established by Article V, Section 17(A) of the State Constitution with constitutional and statutory authority to enforce New Mexico's ethics laws, including the Procurement Code. The Commission's office is located in Bernalillo County. On May 24, 2024, the Commission authorized its attorney staff to bring this lawsuit.

7. Plaintiff State Ethics Commission brings this suit under NMSA 1978, Section 13-1-196 (2019), and NMSA 1978, Section 10-16G-9(F) (2021). Any civil penalty collected under that provision or NMSA 1978, Section 13-1-197 (1984) "shall be credited to the general fund of the political subdivision in which the violation occurred and on whose behalf the suit was brought"—namely, the Village of Angel Fire. Accordingly, Plaintiff State Ethics Commission brings this suit on behalf of the Village of Angel Fire.

8. Defendant Barry Lindsey is the Mayor of the Village of Angel Fire and, upon information and belief, is a resident of Colfax County.

9. Defendant Julie Kulhan is the Chief Procurement Officer of the Village of Angel Fire and, upon information and belief, is a resident of Colfax County. *See* New Mexico General Services Department, New Mexico Chief Procurement Officer List,

<u>https://www.generalservices.state.nm.us/state-purchasing/chief-procurement-officer/chief-procurement-officer-list/</u> (retrieved June 17, 2024) (indicating that Defendant Kulhan is the Village's Chief Procurement Officer as of March 13, 2024). The Commission brings this action against Defendant Kulhan in her official capacity only.

 Defendant Carristo Creative is a domestic LLC, whose principal place of business, according to New Mexico Secretary of State Corporations Division records, is 1512 Dorothy Lois Drive, Albuquerque, NM 87112.

JURISDICTION AND VENUE

11. The Court has jurisdiction for this action pursuant to N.M. Const., Art. VI, § 13 and NMSA 1978, § 44-6-2 (1975).

12. Venue is proper.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

A. Defendant Lindsey has a personal and business relationship with both Carristo Creative and its principals

13. Carristo Creative is a domestic LLC organized by Monica Christofferson.

Carristo Creative holds itself out as "a full-service Creative Agency," "offering identity, design, web development and digital marketing services." *See* Carristo Creative, <u>https://carristo.com</u> (last accessed Jun. 18, 2024). Its members are Christofferson and Amanda Carras.

14. Among Carristo's clients are Lindsey Land & Home LLC, a domestic LLC based in Angel Fire, which builds and sells homes and rents vacation homes. Lindsey Land & Home's members are Defendant Lindsey and Annie Jo Lindsey, who is Defendant Lindsey's spouse.

15. On information and belief, Annie Jo Lindsey is lifelong friends with Carristo Creative's members, Christofferson and Carras. On information and belief, they went to high school together and enjoy traveling together.

16. According to Carristo Creative, it "played a pivotal role in elevating the Lindsey Homes brand to new heights, transforming it into a distinctive and consistent identity across two divisions." Ex. 1, Screenshot of Carristo Creative's Website. Further, according to Carristo Creative, its "commitment to crafting and preserving a unified brand presence has contributed to Lindsey Homes' reputation for excellence and distinction in the real estate and construction industry." *Id.*

B. After Defendant Lindsey was elected Mayor, he took action to award a Village contract to Carristo Creative in violation of the Procurement Code.

17. The Village of Angel Fire was incorporated in 1986 and has a current population of approximately 1,192 residents. The Village is governed by a mayor-council form of government. *See generally* NMSA 1978, § 3-11-1 to -7 (1965, as amended through 2018).

18. Defendant Lindsey was elected Mayor of the Village of Angel Fire in November 2023 and assumed office in January 2024. Under the mayor-council form of government, Defendant Lindsey is the chief executive and administrator of the Village. *See* NMSA 1978, § 3-11-4 (1965). He is also the presiding officer of the Council and, in the event of a tie vote in the Council, supplies the tie-breaking vote. *See* NMSA 1978, § 3-11-3 (1965).

19. On information and belief, on or about January 16, 2024, Defendant Lindsey communicated with Christofferson, suggesting a potential contract between the Village and

Carristo Creative, expressing his desire to pitch Carristo Creative to the Lodgers Tax Advisory Board, which makes recommendations to the Village Council for allocation of lodger's tax funds, and requesting that Christofferson provide a quote. *See* Ex. 2, Text messages between Defendant Lindsey and M. Christofferson, at Jan. 16, 2024, 2:04 p.m. (Jan. 16, 2024 – Mar. 18, 2024).

20. On or about February 14, 2024, Christofferson gave a presentation to the Lodgers Tax Advisory Board on "how best to market Angel Fire through various media outlets keeping consistency throughout." *See* Ex. 3, Lodger's Tax Advisory Board Meeting Minutes (Feb. 14, 2024); *see also* Ex. 4, Lodger's Tax Advisory Board Meeting Agenda (Feb. 14, 2024).

Following the Lodger's Tax Advisory Board meeting, on February 20, 2024,
 Christofferson provided Defendant Lindsey with a written proposal for a "monthly marketing retainer, ongoing design services and social media management on multiple channels." *See* Ex.
 Eml. From M. Christofferson to Defendant Lindsey (Feb. 20, 2024); Ex 6, Carristo Creative Monthly Consulting Proposal (Feb. 20, 2024).

22. The following day, on February 21, 2024, Christofferson suggested a \$897,000 estimate to Defendant Lindsey for Carristo Creative's services, including logo design, branding, website, guides, photos and videos for three seasons, consulting and ad design, social media, visitor center signage, digital signage, tradeshow booth, swag, and major advertising. She asked Defendant Lindsey if that amount "sound[ed] crazy for like a ton of stuff." Ex. 2, Text messages between Defendant Lindsey and M. Christofferson, at Feb. 21, 2024, 11:49 a.m. (Jan. 16, 2024 – Mar. 18, 2024).

23. Defendant Lindsey responded that "[i]t will be major sticker shock at first," and advised Christofferson that "[t]o sell this, you need to sell advertising and marketing and make

sure they understand why it's such a large budget in corporate America and why lodgers tax is structured the way it is[.]" He also stated that he would be at the Lodger's Tax Advisory Board meeting to support Christofferson's proposal. Ex. 2, Text messages between Defendant Lindsey and M. Christofferson, at Feb. 21, 2024, 11:49 a.m. (Jan. 16, 2024 – Mar. 18, 2024).

24. On February 23, 2024, the Village's Lodger's Tax Advisory Board met to discuss a contract with Carristo Creative. *See* Ex. 7, Lodger's Tax Advisory Board Meeting Agenda (Feb. 23, 2024).

25. Before the February 23, 2024 Lodger's Tax Advisory Board meeting, Christofferson told Lindsey that she had "lots of points to back up that bid," and Lindsey communicated that he would be present "to back" Christofferson. Ex. 2, Text messages between Defendant Lindsey and M. Christofferson, at Feb. 23, 2024, 12:41 p.m. (Jan. 16, 2024 – Mar. 18, 2024).

26. On February 27, 2024, the Village's Lodger's Tax Advisory Board met again to discuss a one-year contract with Carristo Creative. *See* Ex. 8, Lodger's Tax Advisory Board Meeting Agenda (Feb. 27, 2024).

27. At the February 27, 2024 Lodger's Tax Advisory Board meeting, members of the public inquired why the Village was not planning to use a request for proposals to select a contractor to provide the Village with branding, design, advertising, website and marketing services in excess of \$1 million. *See* Village of Angel Fire's Lodger's Tax Meeting (Feb. 27, 2024), at <u>https://www.youtube.com/watch?v=- XubvEH4Zc&t=4637s</u> (at 1:13:42).

28. In response to these inquiries, Mark McClendon, then the Village's Clerk and Chief Procurement Officer, advised the Village's Lodger Tax Advisory Board that there are "ten" exemptions to the Procurement Code, including an exemption for advertising. *See* Ex. 8,

Lodger's Tax Advisory Board Meeting Agenda (Feb. 27, 2024) (noting McClendon as the Village Clerk); *see also* Village of Angel Fire's Lodger's Tax Meeting (Feb. 27, 2024), at <u>https://www.youtube.com/watch?v=- XubvEH4Zc&t=4637s</u> (at 1:16:52).

29. Following Village's Lodger Tax Advisory Board's February 27, 2024 meeting, the Village Council met to consider a contract with Carristo Creative for "assistance in creating an assets library to highlight winter" *See* Ex. 9, Village Council Meeting Revised Agenda (Feb. 27, 2024); *see also* Ex. 10, Minutes of March 12, 2024 Council Meeting (noting passage of motion for "Carristo Creative to shoot pictures (advertising) for Winter photos").

30. The following day, on February 28, 2024, Carristo Creative provided an invoice to the Village in the amount of \$25,000 for "Winter Creative Assets," which amounted to a 30 second winter highlight reel, up to 5 minutes of raw video footage, and 65 photographs, taken over the course of a 3-to-5-day photography shoot. Ex. 11, Carristo Creative Invoice #2438 (Feb. 28, 2024).

31. This \$25,000 was a "50% upfront cost," with the "remaining project costs" to "be billed upon delivery of assets," for an estimated total cost of \$44,950 to \$58,450.

32. On information and belief, the Village paid this "50% upfront cost" invoice on or about March 7, 2024. Ex. 12, Village of Angel Fire Voucher 22905 (Mar. 7, 2024).

33. Following the \$25,000 bill for upfront payment for video and photography services, on or about March 4, 2024, Christofferson submitted a formal proposal to the Village to provide the following deliverables at the corresponding costs:

- a. Branding Creation \$32,000
- b. Video & Photography Access \$90,600
- c. 2024 Winter Visitors Guide \$50,765
- d. Website Upgrades & New Features: \$175,000
- e. Trade Show Booth/Promotional Items \$39,000
- f. Digital Billboard Hardware Only \$34,000

- g. Branding Signage & Install TBD
- h. Digital and Print Advertising Buy \$450,000
- i. Advertising Consulting and Design Services (Apr.-Dec. 2024) \$112,000
- j. Social Media Management \$33,000

See Ex. 13, Carristo Creative's Proposal for Village of Angel Fire – 2024 Advertising, at 23 of 24 ("2024 Advertising Costs") (Mar. 4, 2024).

34. The total cost for Carristo Creative's proposal was not less than \$1,016,365, and \$450,000 of the total amount is attributable to purchases of advertising in media. *See id.*

35. On March 12, 2024, the Village's Lodger's Tax Advisory Board met to review

Carristo Creative's formal proposal. *See* Ex. 14, Lodger's Tax Advisory Board Meeting Agenda (Mar. 12, 2024).

36. On information and belief, during the March 12, 2024, the Village's Lodger's Tax Advisory Board meeting, Defendant Lindsey coached Christofferson to "[k]eep saying advertising. Stress advertising. Advertising events. Not putting on events[.] Advertising advertising[.]" Christofferson responded, "Was I saying marketing? [C]rap. [S]orry[.]" Ex. 2, Text messages between Defendant Lindsey and M. Christofferson, at Mar. 12, 2024, 10:31 a.m., (Jan. 16, 2024 – Mar. 18, 2024).

37. Christofferson assured Defendant Lindsey that she would "refine for the [Council] meeting Thursday [March 14, 2024]." Ex. 2, Text messages between Defendant Lindsey and M. Christofferson, at Mar. 12, 2024, 10:31 a.m., (Jan. 16, 2024 – Mar. 18, 2024).

38. On March 14, 2024, the Village Council held a work-session meeting in which it discussed a contract with Carristo Creative. *See* Ex. 15, Minutes of Village Council Work Session (Mar. 14, 2024).

39. On information and belief, Christofferson presented Carristo Creative's proposal at the Council's March 14, 2024 work-session meeting. The morning before the meeting,

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Christofferson texted Defendant Lindsey "[1]ooks like there will be [a] full house of haters there today." Defendant Lindsey responded, "[v]ery possible." Ex. 2, Text messages between Defendant Lindsey and M. Christofferson, at Mar. 14, 2024, 9:49 a.m. (Jan. 16, 2024 – Mar. 18, 2024).

40. Indeed, during the Village Council's work-session meeting, there was "[m]uch discussion" on the appropriateness of receiving multiple proposals for services related to advertising and the promotion of the Village. *See* Ex. 15, Minutes of Council Work Session (Mar. 14, 2024).

41. Immediately following the Village Council's work-session meeting, the Village Council held a special meeting, the sole purpose of which was to consider a contract with Carristo Creative based on the company's March 4, 2024 proposal. *See* Ex. 16, Agenda for Village Council Special Meeting (Mar. 14, 2024).

42. At the March 14, 2024 special meeting, Councilor Howe moved to approve a contract between the Village and Carristo Creative. Councilor Crain seconded. The motion passed 3-2, with Defendant Lindsey, Councilor Howe, and Councilor Crain voting in favor. *See* Ex. 17, Minutes of Council Special Meeting (Mar. 14, 2024).

43. Defendant Lindsey provided the decisive vote. *See id.* ("The vote is a tie and by rule the Mayor gets a vote."); *see also generally* NMSA 1978, § 3-11-3 (1965) ("The mayor of a municipality is the presiding officer of the governing body. In all municipalities the mayor shall vote only when there is a tie vote.").

C. The contract between the Village and Carristo Creative is not protective of the public interest and, moreover, contains a prepayment term that contravenes Section 13-1-158(A) of the Procurement Code.

44. On March 18, 2024, Defendant Lindsey, on behalf of the Village, executed a contract with Carristo Creative. *See* Ex. 18, Contract between the Village of Angel Fire and Carristo Creative (Mar. 18, 2024).

45. The contract is on Carristo Creative's letterhead, was sent to Defendant Lindsey by Christofferson, and provides no terms or conditions that are customary in government contracts awarded pursuant to procurement law, such as indemnity, a fixed maximum compensation term, cancellation for cause or convenience, or a signature option for Village counsel to certify legal sufficiency. *See id.*

46. The contract, rather, is replete with terms that inure to the benefit of Carristo Creative, such as a term requiring the Village to pay a cancellation fee should the contract be cancelled, a term providing that Carristo Creative shall retain ownership over any completed artwork should the contract be cancelled for any reason, and a prepayment term, requiring that new clients pay "[a] minimum non-refundable deposit of one half of the estimated cost" for Carristo Creative to otherwise commence work. *Id.*

47. The March 18, 2024 contract between the Village and Carristo Creative for several kinds of non-exempt services other than the purchase of advertising in media—including branding, marketing, website, design, and consulting services—was awarded without the required use of a request for proposals, in violation of Sections 13-1-102 and Section 13-1-111(A), and also contains a prepayment term that contravenes Section 13-1-158(A).

D. The Village has paid Carristo hundreds of thousands of dollars in public funds on a contract that was awarded in violation of the Procurement Code and in violation of the Code's prohibition on prepayment.

48. The Village has paid Carristo Creative hundreds of thousands of dollars in public funds in violation of the Procurement Code.

49. On April 1, 2024, Carristo Creative submitted an \$18,200 invoice for "Monthly Consulting and Management," "Monthly Graphic Design," and "Monthly Social Posts." *See* Ex. 19, Carristo Creative Invoice #2456 (Apr. 1, 2024).

50. The Village paid this invoice. *See* Ex. 20, Village of Angel Fire Voucher 23097 (May 1, 2024).

51. On April 8, 2024, Carristo Creative submitted an \$16,000 invoice for a 50% upfront payment for "brand creation," including for logo design, collateral design, and branding guidelines. *See* Ex. 21, Carristo Creative Invoice #2457 (Apr. 8, 2024).

52. The Village paid this invoice, despite Section 13-1-158(A)'s prohibition on prepayment. *See* Ex. 20, Village of Angel Fire Voucher 23097 (May 1, 2024).

53. On April 25, 2024, Carristo Creative submitted a \$102,654.95 invoice, including for a 50% upfront payment for website upgrades and design (\$26,500) and a 50% upfront payment for "[u]pdates to wordpress to accommodate new design layouts and branding efforts (\$50,175.50). *See* Ex. 22, Carristo Creative Invoice #2464 (Apr. 25, 2024).

54. The Village paid this invoice, despite Section 13-1-158(A)'s prohibition on prepayment. *See* Ex. 20, Village of Angel Fire Voucher 23097 (May 1, 2024).

55. On April 25, 2024, Carristo Creative submitted a \$30,618.00 invoice for the 50% final costs for its 2024 Winter Creative Assets—again, a 30 second winter highlight reel, up to 5

minutes of raw video footage, and 65 photographs, taken over the course of a 3-to-5-day photography shoot. *See* Ex. 23, Carristo Creative Invoice #2466 (Apr. 8, 2024).

56. The Village paid this invoice. *See* Ex. 20, Village of Angel Fire Voucher 23097 (May 1, 2024).

57. As of May 1, 2024, the Village paid Carristo Creative \$136,854.95 on a contract that was awarded in violation of the Procurement Code.

58. As of May 1, 2024, the Village paid Carristo Creative \$117,675.50 in prepayment ("50% upfront costs"), despite Section 13-1-158(A)'s prohibition on prepayment.

59. On information and belief, the Village has paid Carristo Creative additional amounts on a contract that was awarded in violation of the Procurement Code and has paid Carristo Creative additional prepayments ("50% upfront costs"), despite Section 13-1-158(A)'s prohibition on prepayment.

Count I (against all Defendants) Declaratory Relief: Section 13-1-98(V) does not exempt branding, website, consulting, marketing, and design services from the Procurement Code

60. Plaintiff incorporates by reference paragraphs 1 through 59 of this complaint as though fully set forth herein.

61. This case presents an "actual controversy" under NMSA 1978, Section 44-6-2 (1975)—namely, whether NMSA 1978, Section 13-1-98(V) (2023) exempts from the Procurement Code the expenditure of Village funds for "Branding Creation," "Video & Photography Access," a "2024 Winter Visitors Guide," "Website Upgrades & New Features," "Trade Show Booth/Promotional Items," "Digital Billboard Hardware Only," "Branding Signage & Install," "Advertising Consulting and Design Services," and "Social Media Management."

62. Section 13-1-98(V) exempts from the Procurement Code "purchases of advertising in all media, including radio, television, print and electronic[.]"

63. Expenditures of Village funds for "Branding Creation," "Video & Photography Access," a "2024 Winter Visitors Guide," "Website Upgrades & New Features," "Trade Show Booth/Promotional Items," "Digital Billboard Hardware Only," "Branding Signage & Install," "Advertising Consulting and Design Services," and "Social Media Management," are *not* "purchases of advertising in all media, including radio, television, print and electronic[.]"

64. Accordingly, Section 13-1-98(V) does *not* exempt from the Procurement Code expenditures of Village funds for "Branding Creation," "Video & Photography Access," a "2024 Winter Visitors Guide," "Website Upgrades & New Features," "Trade Show Booth/Promotional Items," "Digital Billboard Hardware Only," "Branding Signage & Install," "Advertising Consulting and Design Services," and "Social Media Management."

Count II (against all Defendants) Declaratory Relief: The March 18, 2024 contract between the Village and Carristo Creative is void.

65. Plaintiff incorporates by reference paragraphs 1 through 64 of this complaint as though fully set forth herein.

66. This case presents an "actual controversy" under NMSA 1978, Section 44-6-2 (1975)—namely, whether the contract that the Village and Carristo Creative entered into on March 18, 2024 for branding, website, consulting, and design services, *inter alia*, in an aggregate amount of at least \$566,365, is void because (i) it was procured in violation of the Procurement Code, and (ii) it contravenes public policy, particularly considering Defendant Lindsey's prior personal and business relationship with Carristo Creative and its members.

67. Contracts that state agencies or local governments award to private businesses for the purchase of services, construction, or tangible items of personal property in violation of the Procurement Code are void. *Cf. United States v. Amdahl Corp.*, 786 F.2d 387, 392 (Fed. Cir. 1986) ("[T]he failure of a contracting officer to comply with statutory requirements in making an award renders the contract a nullity.").

68. The Village's authority to expend public funds extends only as far as the Legislature granted the Village in the Procurement Code. *See* NMSA 1978, § 13-1-30 (2005) ("Except as otherwise provided in the Procurement Code, that code shall apply to every expenditure by state agencies and local public bodies for the procurement of tangible personal property, services and construction."); *see also Morningstar Water Users Ass'n, Inc. v. Farmington Mun. Sch. Dist. No. 5*, 1995-NMSC-052, ¶ 11, 120 N.M. 307 ("The Procurement Code regulates all purchases by public entities in New Mexico."); *Titus v. City of Albuquerque*, 2011-NMCA-038, ¶ 32, 149 N.M. 556 ("A local governmental body's ability to regulate in an area may be preempted either expressly, by the language of a statute, or impliedly, due to a conflict between the local body's ordinances and the contents, purposes, or pervasive scheme of the statute.") (internal quotation marks and citation omitted).

69. Because the exemption set forth in Section 13-1-98(V) does not apply, Section 13-1-102 required the Village to use either competitive sealed bid, competitive sealed proposals, or another statutory procurement vehicle to make a valid purchase of "Branding Creation"; "Video & Photography Access"; a "2024 Winter Visitors Guide"; "Website Upgrades & New Features"; "Trade Show Booth/Promotional Items"; "Digital Billboard Hardware Only"; "Branding Signage & Install TBD"; "Advertising Consulting and Design Services (Apr. – Dec. 2024)" and "Social Media Management." *See* NMSA 1978, 13-1-102 (2022). Assuming that

these services were professional services, as determined by the Village's chief procurement officer, and assuming that no other procurement vehicle under Section 13-1-102 was warranted, Section 13-1-111(A) required the use of a request for proposals for the procurement of those services. *See* NMSA 1978, § 13-1-111(A) (2007).

70. The Village, however, did not use competitive sealed proposals or another
statutory procurement vehicle to procure from Carristo Creative services for "Branding
Creation"; "Video & Photography Access"; a "2024 Winter Visitors Guide"; "Website Upgrades
& New Features"; "Trade Show Booth/Promotional Items"; "Digital Billboard Hardware Only";
"Branding Signage & Install TBD"; "Advertising Consulting and Design Services (Apr. – Dec.
2024)" and "Social Media Management."

71. Accordingly, the Village's award of a contract to Carristo Creative for "Branding Creation"; "Video & Photography Access"; a "2024 Winter Visitors Guide"; "Website Upgrades & New Features"; "Trade Show Booth/Promotional Items"; "Digital Billboard Hardware Only"; "Branding Signage & Install TBD"; "Advertising Consulting and Design Services (Apr. – Dec. 2024)" and "Social Media Management" violated Sections 13-1-102 and Section 13-1-111(A).

72. The Village awarded a contract to Carristo Creative for branding, website, consulting, and design services, *inter alia*, in an aggregate amount of at least \$566,365, in violation of the Procurement Code.

73. Because the Village's award of a contract to Carristo Creative violated the Procurement Code, the Village acted beyond its authority to make expenditures to Carristo Creative for branding, marketing, website, design and consulting services, and the corresponding contract between the Village and Carristo Creative is null and void *ab initio*.

74. The purported contract between the Village and Carristo Creative is also void as contrary to public policy.

75. In New Mexico, "contracts are 'void as being contrary to public policy, [when] they are clearly contrary to what the legislature or judicial decision has declared to be the public policy, or they manifestly tend to injure the public in some way." *First Baptist Church of Roswell v. Yates Petroleum Corp.*, 2015-NMSC-004, ¶ 12 (alterations original) (citation omitted); *see also Jackson Nat. Life Ins. Co. v. Receconi*, 1992-NMSC-019, ¶ 34 (observing the "general rule that contracts in violation of statute prescribing penalties are void" (citing *Farrar v. Hood*, 56 N.M. 724, 729 (1952))).

76. In Section 13-1-29, the Legislature declared the Procurement Code's public policy: "The purposes of the Procurement Code are to provide for the fair and equitable treatment of all persons involved in public procurement, to maximize the purchasing value of public funds and to provide safeguards for maintaining a procurement system of quality and integrity." NMSA 1978, § 13-1-29(C) (1984).

77. In several ways, the Village's award of a contract to Carristo Creative failed to meet the "safeguards for maintaining a procurement system of quality and integrity." *Id.*

78. First, on information and belief, despite the statutory instruction in Section 13-1-95.2(E)(1), the Village's Chief Procurement Officer, Defendant Kulhan, or her predecessor in office, did not make a *determination* that Subsection 13-1-98(V) exempted the Village's procurement of "Branding Creation," "Video & Photography Access," a "2024 Winter Visitors Guide," "Website Upgrades & New Features," "Trade Show Booth/Promotional Items," "Digital Billboard Hardware Only," "Branding Signage & Install TBD," "Advertising Consulting and Design Services," and "Social Media Management." *See* NMSA 1978, § 13-1-95.2(E)(1) (2013)

("On and after July 1, 2015, *only* certified chief procurement officers may do the following . . . make determinations, including determinations regarding exemptions, pursuant to the Procurement Code[.]"); *see also* NMSA 1978, § 13-1-52 (1984) ("Determination' means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.").

79. Second, the Village did not use competitive sealed proposals, which Section 13-1-102 and Section 13-1-111(A) require, to select a contractor to provide the Village with branding, website, consulting, and design services.

80. Third, on information and belief, neither Defendant Kulhan nor her predecessor in office made determination that the services that the Village sought to procure from Carristo Creative were "professional services" under Section 13-1-76.

81. Fourth, on information and belief, the Village did not select Carristo Creative for a contract award pursuant to regulations the Village adopted regarding its selection and award of professional services contracts. *See* NMSA 1978, § 13-1-117.1(A) (1987) ("Each agency within the legislative branch of government operating under the provisions of the Procurement Code and each local public body shall adopt regulations regarding its selection and award of professional services contracts.").

82. Fifth, on information and belief, the Village's Mayor, Defendant Lindsey, steered the contract to Carristo Creative, a company with which he has a pre-existing business relationship, and which is managed by individuals with whom he and his spouse have a personal and business relationship.

83. Sixth, having steered the contract to Carristo Creative and cast the deciding vote for the award of that contract, Defendant Lindsey signed a services contract on behalf of the Village of Angel Fire that was bereft of the terms that government entities typically bargain for and require, including indemnity, cancellation for cause or convenience, subject to available appropriations or revenues, a maximum compensation term, and a signature by government counsel for legal sufficiency. Rather, the contract is filled with terms benefiting Carristo Creative, including a term requiring the Village to prepay 50% of the costs before receiving the contract's deliverables, despite the Procurement Code's prohibition on prepayment.

84. Accordingly, the contract between the Village and Carristo Creative is void, not only because the Village's procurement of non-exempt services was contrary to the Procurement Code and thus beyond the authority the Legislature granted the Village regarding the expenditure of public funds, but also because the contract is contrary to public policy.

Count III (against Defendant Carristo Creative) Section 13-1-197: Recovery of value transferred or received

85. Plaintiff incorporates by reference paragraphs 1 through 84 of this complaint as though fully set forth herein.

86. Section 13-1-197 of the Procurement Code provides,

An amount equal to the value of anything transferred or received in violation of the provisions of the Procurement Code by a transferor and transferee may be imposed as a civil penalty upon both the transferor and transferee. The civil penalty provided for in this section is imposed in addition but pursuant to the terms and conditions of Section 169 of the Procurement Code.

NMSA 1978, § 13-1-197 (1984).

87. "Except as otherwise provided in the Procurement Code, that code shall apply to every expenditure by state agencies and local public bodies for the procurement of tangible personal property, services and construction." NMSA 1978, § 13-1-30 (2005).

88. Because the exemption set forth in Section 13-1-98(V) does not apply, Section 13-1-102 required the Village to use either competitive sealed bid, competitive sealed proposals, or another statutorily enumerated procurement vehicle for the procurement of "Branding Creation"; "Video & Photography Access"; a "2024 Winter Visitors Guide"; "Website Upgrades & New Features"; "Trade Show Booth/Promotional Items"; "Digital Billboard Hardware Only"; "Branding Signage & Install TBD"; "Advertising Consulting and Design Services (Apr. – Dec. 2024)" and "Social Media Management." *See* NMSA 1978, 13-1-102 (2022). Assuming that these services are professional services, as determined by the Village's chief procurement officer, and assuming that no other procurement vehicle under Section 13-1-102 is warranted, Section 13-1-111(A) requires the use of a request for proposals for the procurement of those services.

89. The Village, however, did not use competitive sealed bid, competitive sealed proposals, or another statutorily enumerated procurement vehicle to procure from Carristo Creative services for "Branding Creation"; "Video & Photography Access"; a "2024 Winter Visitors Guide"; "Website Upgrades & New Features"; "Trade Show Booth/Promotional Items"; "Digital Billboard Hardware Only"; "Branding Signage & Install TBD"; "Advertising Consulting and Design Services (Apr. – Dec. 2024)" and "Social Media Management."

90. Accordingly, the Village's expenditure of public funds to Carristo Creative for
"Branding Creation"; "Video & Photography Access"; a "2024 Winter Visitors Guide";
"Website Upgrades & New Features"; "Trade Show Booth/Promotional Items"; "Digital

Billboard Hardware Only"; "Branding Signage & Install TBD"; "Advertising Consulting and Design Services (Apr. – Dec. 2024)" and "Social Media Management" was value transferred to Carristo Creative in violation of Section 13-1-102 and Section 13-1-111(A).

91. As of May 1, 2024, the Village had paid Carristo Creative \$136,854.95 on a contract that was awarded in violation of the Procurement Code and has likely paid Carristo Creative additional funds on the null contract since that date.

92. Furthermore, Subsection 13-1-158(A) of the Procurement Code prohibits the Village from prepaying for services, construction, or items of tangible personal property. That statute provides:

No warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction or items of tangible personal property unless the central purchasing office or the using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications or unless prepayment is permitted under Section 13-1-98 NMSA 1978 by exclusion of the purchase from the Procurement Code.

NMSA 1978, § 13-1-158(A) (1997).

93. On or about March 18, 2024, the Village entered into a contract with Carristo Creative that contains the following prepayment term: "New Clients: A minimum nonrefundable deposit of 1/2 of the estimated cost is required to commence work. Retainer fees will be paid prior to each month." Ex. 18, Contract between Village of Angel Fire and Carristo Creative (Mar. 18, 2024).

94. Subsection 13-1-158(A) prohibits the Village from expending any public funds pursuant to this prepayment term.

95. Yet, as of May 1, 2024, the Village had paid Carristo Creative \$117,675.50 in prepayment ("50% upfront costs"), despite Section 13-1-158(A)'s prohibition on prepayment and has likely made additional prepayments to Carristo Creative without having received the corresponding deliverables on the dates of the corresponding prepayments.

96. Accordingly, any value transferred from the Village to Carristo Creative under the contractual prepayment term is value transferred in violation of Subsection 13-1-158(A).

97. Because the Village did not use competitive sealed proposals or other statutorily valid procurement vehicle to procure branding, marketing, design, website and consulting services from Carristo Creative, in violation of Section 13-1-102 and Section 13-1-111(A), and because the Village's purported contract with Carristo Creative and corresponding prepayments to Carristo Creative violated Subsection 13-1-158(A), Sections 13-1-196 and 13-1-197 allow the Court to impose a civil penalty on Carristo Creative, in an amount equal to the value transferred from the Village to Carristo Creative in violation of either Section 13-1-102 or Subsection 13-1-158(A), to be credited back to the Village's general fund.

98. The Court should exercise its authority under Sections 13-1-196 and 13-1-197 and impose a civil penalty on Carristo Creative, in an amount equal to the value transferred from the Village to Carristo Creative in violation of Section 13-1-102, Section 13-1-111(A) or Section 13-1-158(A), less the amount due to Carristo Creative in *quantum meruit*, if any, to be credited back to the Village's general fund.

99. The Court should impose this penalty, considering: (i) that Defendant Lindsey and his spouse have a personal and business relationship with Carristo Creative and the company's members; (ii) on information and belief, neither Defendant Kulhan, the Village's chief procurement officer, nor her predecessor in office, made any determination that a Section 13-1-

98(V) exemption applied to the non-advertising services; and (iii) that Defendant Lindsey, as the Village's chief executive officer and signatory to the contract, violated the Procurement Code's requirement of competitive sealed process to procure a professional services contract that contains none of the terms that government entities typically bargain for, including indemnity, cancellation for cause or convenience, subject to available appropriations or revenues, or a maximum compensation term, but which rather contains a prepayment term that expressly contravenes the Code's prohibition on prepayment.

Count IV (against Defendant Lindsey and Defendant Carristo Creative) Section 13-1-196: Civil penalties

100. Plaintiff incorporates by reference paragraphs 1 through 99 of this complaint as though fully set forth herein.

101. "Any person, firm or corporation that knowingly violates any provision of the Procurement Code is subject to a civil penalty of not more than one thousand dollars (\$1,000) for each procurement in violation of any provision of the Procurement Code." § 13-1-196.

102. Defendant Lindsey and Defendant Carristo Creative knowingly violated Section 13-1-111(A), requiring the use of requests for proposals to award professional services contracts for non-exempt services, and Section 13-1-158(A), prohibiting prepayment.

103. Any penalty collected from Defendant Lindsey and Defendant Carristo Creative "shall be credited to the general fund of" the Village of Angel Fire. § 13-1-196.

PRAYER FOR RELIEF

WHEREFORE, the State Ethics Commission requests the Court to enter relief as follows:

a. An order declaring that Section 13-1-98(V) (2023) does *not* exempt from the Procurement Code the expenditure of Village funds for services that are not purchases of advertising in media, including services for "Branding Creation," "Video & Photography Access," a "2024 Winter Visitors Guide," "Website Upgrades & New Features," "Trade Show Booth/Promotional Items," "Digital Billboard Hardware Only," "Branding Signage & Install," "Advertising Consulting and Design Services," and "Social Media Management";

- b. An order declaring that the March 18, 2024 contract between the Village of Angel Fire and Carristo Creative is void because it was awarded in violation of the Procurement Code and, further, because it is contrary to public policy;
- c. Civil penalties imposed on Defendant Carristo Creative as allowed by Sections 13-1-196 and 13-1-197, in an amount equal to the value transferred from the Village to Carristo Creative in violation of either Section 13-1-102 or Subsection 13-1-158(A), less the amount due to Carristo Creative in *quantum meruit*, if any, to be credited back to the Village's general fund;
- d. Civil penalties allowed by Section 13-1-196 imposed on Defendant Lindsey and Defendant Carristo Creative, to be credited back to the Village's general fund;
- e. Supplemental injunctive relief, available under NMSA 1978, Section 44-6-9 (1975), ordering Defendant Lindsey and Defendant Kulhan to use competitive sealed proposals, as set forth in Sections 13-1-111 to 13-1-117 and in any regulations the Village promulgated pursuant to Section 13-1-117.1, to select a contractor to provide the Village with branding, promotional, design, website and social media services;
- f. Assessment of costs under NMSA 1978, § 34-6-40.1; and
- g. For such other relief as the Court deems just and proper.

Respectfully submitted: June 20, 2024,

STATE ETHICS COMMISSION

By: <u>/s/ Jeremy Farris</u>

Jeremy Farris Walker Boyd Jessica Randall 800 Bradbury Dr. SE, Suite 215 Albuquerque, NM 87106 (505) 827-7800 jeremy.farris@sec.nm.gov walker.boyd@sec.nm.gov jessica.randall@sec.nm.gov



building distinctive brands

Carristo Creative has played a pivotal role in elevating the Lindsey Homes brand to new heights, transforming it into a distinctive and consistent identity across two divisions. With a focus on maintaining a strong umbrella brand, our team has successfully created a cohesive and recognizable image for Lindsey Custom Builders, Lindsey Land and Home and coming soon Lindsey Vacation Rentals.

Carristo's commitment to crafting and preserving a unified brand presence has contributed to Lindsey Homes' reputation for excellence and distinction in the real estate and construction industry.









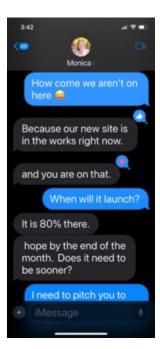




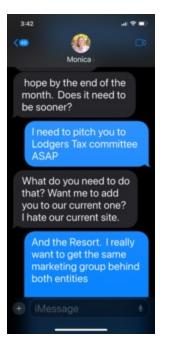


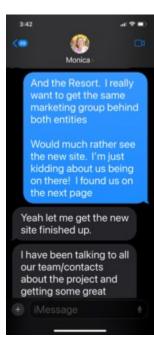
From: Sent: To: Subject: BJ Lindsey <bj@lindseyhomes.com> Monday, May 6, 2024 3:53 PM Dennis Groat Text messages from personal phone

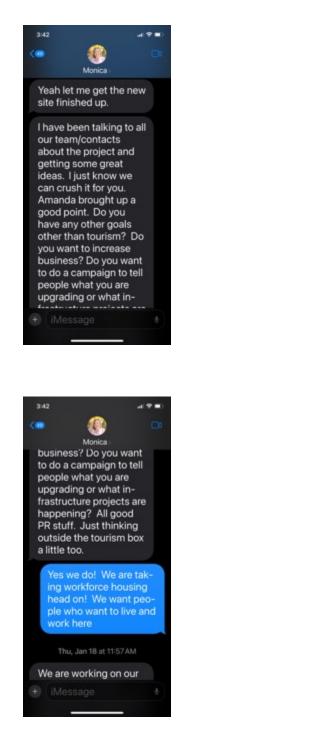


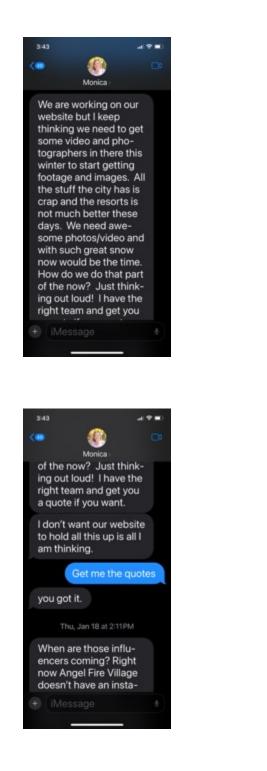


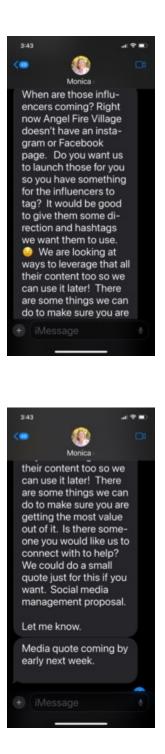




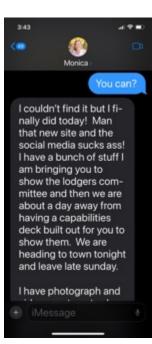


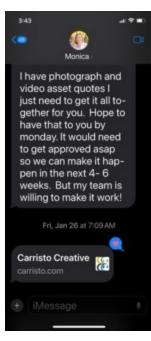


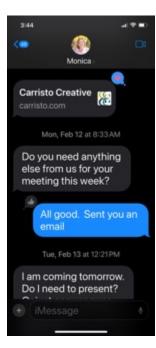


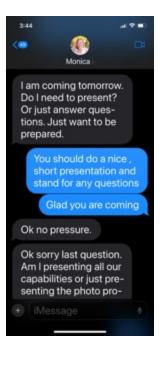


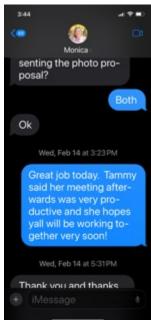


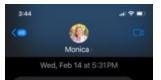




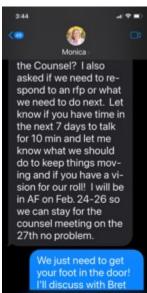






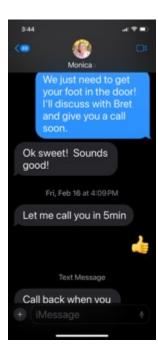


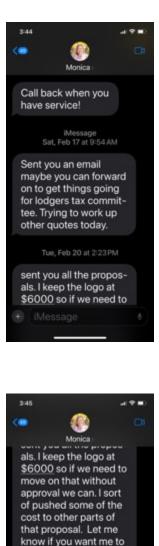
Thank you and thanks for the opportunity. I really do think the more I dig in that we can make a huge difference! We need to add some quality and class to the your marketing! As you know. Tammy is great! She sounds super overwhelmed and I know we can help lighten her load. I am a little unclear of next steps. She mentioned coming to pitch all our services to the Counsel? I also



Maccan



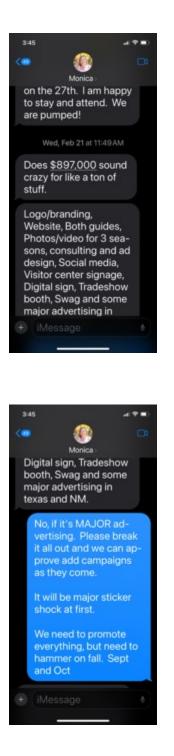


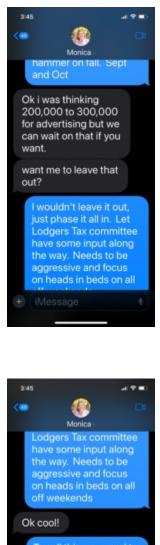


just pull the logo out I will and that can be its own thing we can get going on. Of course we are ready started dreaming up ideas and have directions!

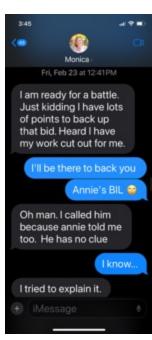
let me know if you think I will make the agenda on the 27th Lam banny

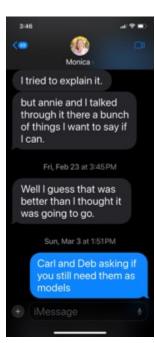


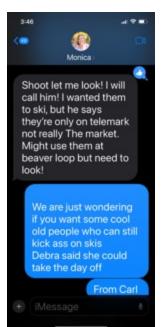


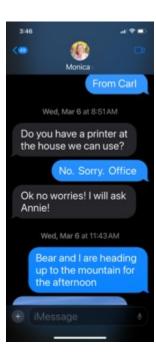


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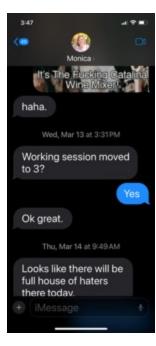






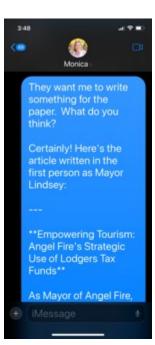
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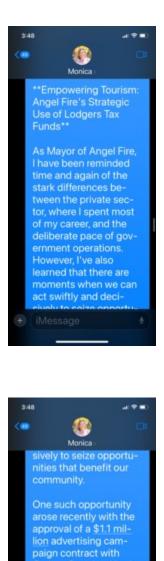






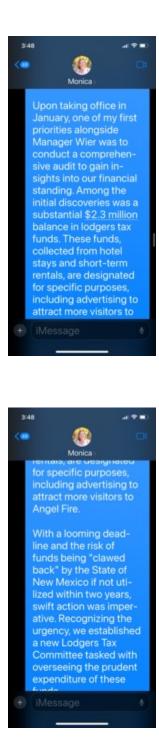


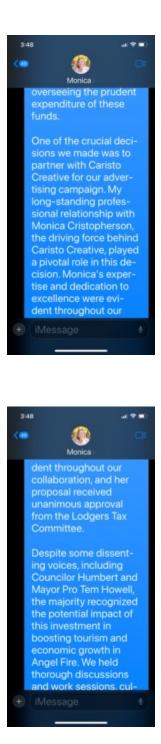


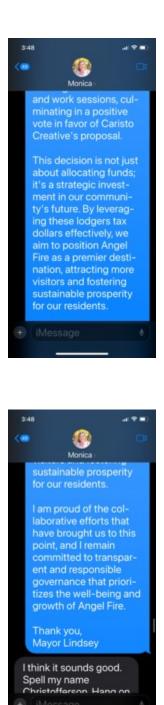


to cast the tie-breaking vote in favor of awarding this contract, and it was a decision I made with confidence and a clear vision for our village's future.

Upon taking office in



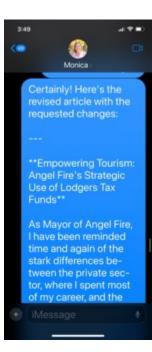


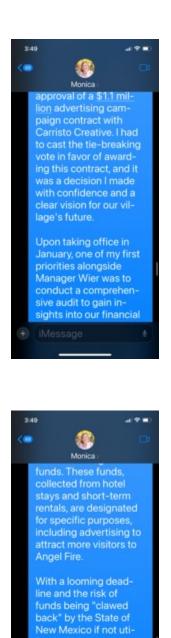






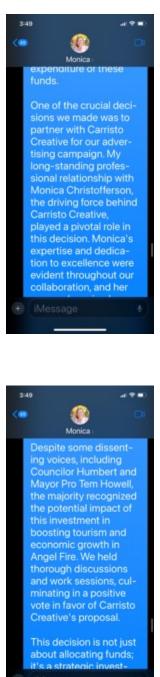




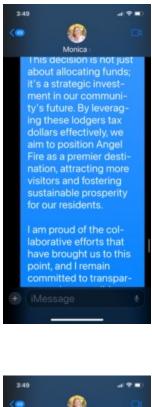


lized within two years, swift action was imperative. Recognizing the urgency, we established a new Lodgers Tax

26



🔁 iMessage







BJ Lindsey LindseyHomes.com PO Box 1382 Angel Fire, NM 87710 505-204-6516



VILLAGE OF ANGEL FIRE

Lodger's Tax Board Meeting Minutes

Wednesday, February 14, 2024 10:00 AM, Village Hall

Call to Order

Roll Call

Present were Owen Curry, Don Willingham, Justin Temple, AJ Farmer; Nanci Bush attended by phone.

Approval of the Agenda

Motion made to approve the agenda and seconded. Motion carried 5-0.

Introduction of Mayor and Council Members

Introduction of Board Members

Selection of Advisory Board Chairperson and Secretary

Owen Curry was elected unanimously as Chairman and Nanci Bush as Secretary.

Tourism Director Report

OLD BUSINESS

A. Clarification of Statutes and Bylaws

Chairman Curry brought up a concern that Angel Fire may need to amend our Village ordinance to mirror the State matrix for the collection and use of Lodger's Tax funds and forward to the Village Council. Motion carried 5-0.

B. Budget and Financial reserves

Chairman Curry pointed out that the Lodger's Tax is being underutilized and there is concern that if not used, it would revert to the State. The community should be encouraged to give suggestions on how to utilize the money.

NEW BUSINESS

A. Presentation from Gravel Adventure Field Guide

Gravel Adventure Field Guide presented to the Board on how Angel Fire could develop the outdoor activity of gravel cycling, complementing our area's mountain biking. Angel Fire would partner with Raton and Colfax County, giving the Village one-third of the proposed advertising spread. This will be reviewed and brought to the March meeting.

B. Review and rewrite of AF Short Term rental ordinance and rules

There is a concern that not all short-term rental Lodger's Tax is being collected. Software is available that can help the Village bring hosts into compliance. Chairman Curry and Nanci Bush will review and have something to present prior to June meeting since the fiscal year begins in July.

C. Discussion/Recommendation to hire Carristo Creative Consulting

Monica Christofferson of Carristo Creative Consulting, a marketing agency, gave a presentation of how best to market Angel Fire through various media outlets keeping consistency throughout. Tammy McClendon and Carristo Creative Consulting will collaborate to showcase Angel Fire's assets. A special meeting may be called in order to review information and submit to the Village Council.

D. Review how Lodger's Tax funds may be used

40% of collected Lodger's Tax must be used for marketing to promote tourism to Angel Fire. However, a meeting may be called to determine how to use those funds to promote tourism.

E. Proposing to allow event funding requests to be presented at each meeting. (Application timing method etc.)

Currently applications for funding requests are taken annually. There was discussion on allowing monthly applications and creating a packet to apply online with a meeting to review applications so that the money in the Lodger's Tax fund does not revert to the State for lack of requests.

Proposed Changes:

- 1. Allow applications to be submitted monthly instead of annually.
- 2. Lift the \$10,000 cap on requests.
- 3. Show funds and consider additional funding for worthy ideas

Don Willingham and Justin Temple will review these proposals and present changes at the next Lodger's Tax meeting.

F. Digital billboard for the Village

Chairman Curry proposed that measurements of our existing billboard be taken and submitted for prices to repair. At least three bids should be obtained and submitted at the Board's next meeting.

The Resort owns land on the northwest corner of Hwy 64 at the blinking light. The possibility of using that land to place a permanent structure will be reviewed along with options.

G. Discuss other potential uses for Lodger's Tax funds

The Board is open to new ideas, possibly utilizing the land owned by the Village behind Village Hall. Possibilities might include bleachers, lighting, water, concession stands, and bathrooms as part of development. Don Willingham and Justin Temple will talk with engineers to asses cost of development. The Village needs to use the funds collected by the Lodger's tax so it does not revert to the State.

H. Discuss moving to monthly meetings.

Don Willingham made the motion that the Lodger's Tax Board hold monthly meetings on the second Wednesday of each month at 10:00 a.m. AJ Farmer seconded the motion and carried 5-0.

Meeting was adjourned at 11:41 A.M.

Passed, Approved and Adopted on this	day of	, 2024
Transcribed:		

Nanci Bush, Secretary

Owen Curry,	Board Ch	airman
Attest:		

Mark McClendon, Village Clerk

VILLAGE OF ANGEL FIRE Angel Fire NM 87710 (575) 377-3232 PUBLIC NOTICE Lodger's Tax Advisory Board Wednesday February 14, 2024, at 10:00am Meeting at Village Hall



Call to Order Pledge of Allegiance Roll Call Approval of Today's Agenda Approval of August 9, 2023, Minutes Introduction of the Mayor and Council Members Introduction of Board Members Selection of Advisory Board Chairperson and Secretary Tourism Director Report

Old Business:

- A. Clarification of Statutes, Bylaws
- B. Budget, financial reserves

New Business:

- A. Presentation from Gravel Adventure Field Guide
- B. Review and rewrite of AF Short Term rental ordinance and rules
- C. Discussion/Recommendation to hire Carristo Creative Consulting.
- D. Review of how Lodgers Tax funds can be used.

E. Proposing to allow event funding requests to be presented at each meeting (Application timing, method, etc.)

- F. Digital Billboard for the Village
- G. Discuss other potential uses for Lodgers Tax Funds
- H. Discuss moving to monthly meetings.

Mark McClendon, Village Clerk Post:

THE PUBLIC IS INVITED TO ATTEND Subject to Change Until: Friday, February 9, 2024

AGENDA MAY BE PICKED UP AT THE VILLAGE HALL 3388 MOUNTAIN VIEW BLVD., ANGEL FIRE, NM 87710 AGENDA MAY ALSO BE VIEWED AT OUR WEBSITE: ANGELFIRENM.GOV IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AID OR SERVICE TO ATTEND THE MEETING, PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING.



From: Sent: To: Subject:

Attachments:

BJ Lindsey Monday, May 6, 2024 3:30 PM Dennis Groat Fwd: Proposal Submission: Monthly Consulting and Social Media Management Services for the Village of Angel Fire Village of Angel Fire _consulting.pdf

Sent via the Samsung Galaxy XCover6 Pro, an AT&T 5G smartphone Get Outlook for Android

From: Monica Christofferson <monica@carristo.com>
Sent: Tuesday, February 20, 2024 2:15:26 PM
To: BJ Lindsey <BJLindsey@angelfirenm.gov>
Subject: Proposal Submission: Monthly Consulting and Social Media Management Services for the Village of Angel Fire

Hello BJ

Attached, you will find a comprehensive document outlining our strategic approach to elevate the Village of Angel Fire's brand and enhance its social media presence.

Our proposal includes monthly marketing retainer, ongoing design services and social media management on multiple channels.

Should you have any questions or require further clarification, please do not hesitate to reach out. We are eager to discuss how our services can contribute to the growth and success of the Village of Angel Fire.

Thank you!

Monica

monica christofferson carristo creative consulting 505.463.3190 | carristo.com





Monica Christofferson Carristo Creative Consulting 505.463.3190 monica@carristo.com

Village of Angel Fire - Marketing Consulting

Prepared for: Village of Angel Fire Counsel Created by: Monica Christofferson Proposal Number: VAF - Consulting

Date: February 20, 2024 Expires: March 20, 2024

Revisions: Version 1

Overview

We are thrilled to present this proposal outlining our tailored marketing consulting services designed to elevate the Village of Angel Fire's brand and foster impactful connections with your community. At Carristo, we understand the significance of consistent branding and effective storytelling in today's dynamic marketing landscape.

The purpose of this document is to outline the following project objectives:

- Marketing Consulting and Design Services
- Social Media Management

We are enthusiastic about the opportunity to collaborate with the Village of Angel Fire in propelling your brand to new heights. Together, let's embark on a journey of creativity, consistency, and community engagement. Please contact us with any question or concerns, we will be happy to explain and clarify any information on this bid.



Project - Village of Angel Fire Marketing Consulting

Project: Monthly Consulting Project Duration: On going

In this proposal, we outline our strategic approach to ensuring a cohesive brand image, creating compelling storytelling in marketing content, and developing robust marketing planning and strategies for the Village of Angel Fire.

Work to Be Performed

Creative Direction and Branding:

Our meticulous creative direction ensures a sustained and consistent brand image across all channels. As part of our monthly retainer, you'll benefit from ongoing efforts to refine and elevate the Village of Angel Fire's brand. We will share examples of successful projects, highlighting our commitment to maintaining brand consistency over time.

Content Creation:

Emphasizing the importance of storytelling, our ongoing content creation efforts will weave a compelling narrative through all promotional materials. This storytelling approach, integral to your brand, will be a continual focus in our monthly retainer, creating a cohesive and engaging experience for your audience.

Marketing Planning and Strategy:

As part of our commitment to an enduring partnership, our team will continuously deliver a comprehensive marketing plan encompassing advertising options, event development, and trade show strategies. This ongoing strategy will be adaptable and aligned with the evolving goals of the Village of Angel Fire, ensuring flexibility and sustained success.

Event Marketing:

Our commitment extends to devising innovative event marketing strategies on an ongoing basis. Enhancing community engagement is not a one-time effort, but a continuous initiative embedded in our monthly retainer. We will consistently promote events effectively to your target audience, fostering a lasting connection with the community.

Options and Recommendations:

Within the framework of our monthly retainer, we provide a dynamic array of advertising options, event development ideas, and trade show strategies. Each recommendation is tailored not just for immediate impact but with a focus on achieving and exceeding your desired outcomes over the long term.



Project - Village of Angel Fire Marketing Consulting

Monthly Design Work

Under our retainer, our team will deliver a range of monthly design services, including:

Advertising Design for All Publications:

• Crafting visually appealing advertisements tailored for various publications to maximize reach and impact.

Event Graphics:

• Creating dynamic graphics for social media, digital signage, and print advertising to promote upcoming events.

Social Graphics:

• Designing eye-catching graphics for announcements and promotions on social media platforms.

Out of Home Designs:

• Developing impactful designs out-of-home placements to enhance visibility and community engagement.

Digital Sign Graphics:

• Crafting visually appealing graphics for digital signage, ensuring consistency and brand alignment.

Website Management:

- Uploading and managing events, including changes to images and content, ensuring an updated and dynamic online presence.
- Regularly updating promotions and information boards on the website to reflect the latest offerings and community happenings.

This comprehensive monthly design work is integral to maintaining a vibrant and cohesive brand presence for the Village of Angel Fire across both digital and traditional channels.



Project - Village of Angel Fire Marketing Consulting

Cost:

Monthly Consulting

\$11,000.00

Benefits and Expected Outcomes:

By partnering with us, the Village of Angel Fire can expect enhanced brand visibility, strengthened community connections, and measurable success in marketing initiatives. Key performance indicators will be continuously monitored to ensure the achievement of goals.



Project - Village of Angel Fire Social Media Management

Project: Social Media Management Project Duration: On going

We are thrilled to introduce a comprehensive proposal for overseeing the social media accounts of the Village of Angel Fire. At Carristo,, we recognize the significance of cultivating a dynamic online presence to foster effective community connections. This proposal outlines our strategic approach, spanning the management of three key social media channels, the creation of compelling content, utilization of collaborative tools, and the implementation of growth strategies over a 12-month period.

Work to Be Performed

- Manage 3 social networks (Facebook, Instagram, Twitter, Pinterest, or Google Business Page)
- Post 3 times a week on each selected channel, covering all event posts, village announcements, and more.
- Implement content curation for a consistent online presence.

Content Development:

- Create customized content for each channel, written one month in advance.
- Utilize HeyOrca content collaborative tool for streamlined management.
- Quarterly optimizations for improved performance.

Community Engagement:

- Respond to comments and engage with the online community.
- Monthly status calls, email reminders, and ongoing support.
- •

Growth Activities:

- Implement strategies for increased followers and likes.
- Page optimization for enhanced performance.
- Regular posts, including Reels, Stories, and Carousels (minimum one per month).

Reporting:

• Quarterly reports with key metrics such as impressions, engagements, top-performing posts, and areas for improvement.

Crowdsourced Content:

- Curate high-quality User Generated Content (UGC) for web and social media use.
- Establish an official usage rights system via a hashtag approval system.
- Utilize crowdsourced images for organic social media and non-paid web use.

Cost:

Monthly Consulting



Village of Angel Fire

February 20, 2024 Monica Christofferson Carristo Creative Consulting 505.463.3190 monica@carristo.com

Terms

Client/Agency Relationship

In entering this partnership the Client agrees to utilize the creative services of Carristo Creative Consulting exclusively until the approved project is completed or cancelled. Carristo Creative Consulting will have authority to hire and manage the appropriate vendors needed to complete the project successfully.

Payment

New Clients: A minimum non-refundable deposit of 1/2 of the estimated cost is required to commence work. Retainer fees will be paid prior to each month. All other invoices are payable within 30 days. Established Clients: All invoices are payable within 30 days. Use of any artwork provided by Carristo Creative (for print or web) is conditioned upon receipt of full payment. The Client agrees to pay by check to Carristo Creative Consulting. Credit cards are not accepted.

Default of Payment

Carristo Creative Consulting reserves the right to withhold any artwork or printed materials created by Carristo Creative Consulting or any hired consultants, if payment is not received within forty-five (45) days of the final invoice date. The Client is responsible for paying all legal fees necessitated by default in payment.

Estimates

Estimated fees and expenses are based on all available information and are subject to change. Approval from the Client will be sought for any additional costs. All work performed separate from an estimated project will be billed according to the design hourly rate of \$225 p/hr. The client will be notified in advance of any charges to be incurred at the hourly rate. Estimated fees and expenses do not include NM Gross Receipts Tax. Final fees and expenses will be stated on the invoice.

Revisions

Estimates include Client requested revisions as specified on the approved cost estimate only. The Client is responsible for making additional payments for all revisions in excess of that which is stated on an estimate. Costs for revisions are based on the design hourly rate of \$225 p/hr

Expenses

All out-of-pocket expenses not listed on an estimate will be billed at cost + 25% markup. If out-of-pocket expenses not identified on the estimate become necessary, Client must be advised in advance and has the authority to approve or disapprove of such expenses. Disapproval that prevents completion of the project triggers the cancelation of the project.

Cancellation

In the event of cancellation of an assignment before completion, ownership of all artwork will be retained by Carristo Creative Consulting, and a cancellation fee equal to the amount of work completed to date plus expenses already incurred, will be paid by the Client.

Liability

The Client is responsible for proofreading and approving final artwork. Upon written or verbal approval of final artwork the Client is responsible for all costs incurred for correcting any typographical or other errors found after the approval of final artwork was given.

Ownership

Upon receipt of final payment, the Client will own and is authorized to use the final artwork. Carristo Creative Consulting retains the right to use any artwork for self-promotional purposes without seeking permission from the Client.

Acceptance of Fees and Terms

The signature of both parties is evidence of acceptance of the fees and terms listed in this contract.

Client's Signature/Date





VILLAGE OF ANGEL FIRE Angel Fire NM 87710 (575) 377-3232 PUBLIC NOTICE Lodger's Tax Advisory Board Special Meeting Friday, February 23, 2024, at 3:00pm Meeting at Village Hall

Call to Order Pledge of Allegiance Roll Call Approval of Today's Agenda Approval of February 14, 2024, Minutes Tourism Director Report

Old Business:

A. Discussion/Recommendation to hire Carristo Creative Consulting.

Mark McClendon, Village Clerk Post: February 20, 2024

THE PUBLIC IS INVITED TO ATTEND Subject to Change Until: Friday, February 24, 2024

AGENDA MAY BE PICKED UP AT THE VILLAGE HALL 3388 MOUNTAIN VIEW BLVD., ANGEL FIRE, NM 87710 AGENDA MAY ALSO BE VIEWED AT OUR WEBSITE: ANGELFIRENM.GOV IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AID OR SERVICE TO ATTEND THE MEETING, PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING.





VILLAGE OF ANGEL FIRE Angel Fire NM 87710 (575) 377-3232 PUBLIC NOTICE Lodger's Tax Advisory Board Meeting Tuesday, February 27th, 2024, at 1:30pm Meeting at Village Hall

Call to Order Pledge of Allegiance Roll Call Approval of Today's Agenda

Old Business:

A. Discussion to discuss a one year contract with Carristo Creative Consulting for advertising.

Mark McClendon, Village Clerk Post: February 23, 2024

THE PUBLIC IS INVITED TO ATTEND

AGENDA MAY BE PICKED UP AT THE VILLAGE HALL 3388 MOUNTAIN VIEW BLVD., ANGEL FIRE, NM 87710 AGENDA MAY ALSO BE VIEWED AT OUR WEBSITE: ANGELFIRENM.GOV IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AID OR SERVICE TO ATTEND THE MEETING, PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING.





VILLAGE OF ANGEL FIRE Angel Fire, NM 87710 (575) 377-3232 PUBLIC NOTICE Revised Council Meeting Tuesday February 27, 2024, 5:30 PM at Village Hall Watch Live on YOUTUBE.COM@VILLAGEOFANGELFIRENEWMEXICO

Call to Order Pledge of Allegiance Roll Call Approval of Agenda Approval of the Consent Agenda

February 13, 2024 Council Meeting Minutes. Resolution 2024-13, a resolution approving grant agreement for Capital Appropriation: SAP 22-G2315-STB between New Mexico Environment Department (NMED) and the Village of Angel Fire, Resolution 2024-14, a resolution request to enter into an MOU with North Central New Mexico Economic Development District (NCNMEDD) and the Village of Angel Fire for the services of a Fiscal Agent,

Comments from the Audience not pertaining to items on this agenda (Limited to 3 minutes) Announcements and Proclamations Reports:

Governing Body Report:

Staff Report:

Committees Report:

Old Business: None

New Business:

- A. Consideration of Contract with Carristo and the Village of Angel Fire for assistance in creating an assets library to highlight winter.
- B. Consideration of Resolution 2024-15, a resolution for the Village of Angle Fire through Dennis Engineering Company issued and Invitation to Bid for the Replacement of Water Tank #7.
- C. Consideration of Resolution 2024-16, a request to apply for Recycle and Illegal Dumping (RAID) Grant for OCC Recycling Trailers.
- D. Consideration of agreement with ArchiveSocial social media archiving service for the service period of 03/01/2024 to 02/28/2025.
- E. Consideration to purchase Laptops for the Mayor and Council Members. There is Two (2) Options, a Low-end Spec and a Mid-range Spec.

Mangers Report: Bret Wier

Mark McClendon, Village Clerk Post: 2-22-2024 **BJ Lindsey, Mayor**

THE PUBLIC TS INVITED TO ATTEND Our next Council Meeting will be on March 12, 2024 Subject to Change Until March 6, 2024 AGENDA MAY BE VIEWED AT OUR WEBSITE:ANGELFIRENM.GOV IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AIDOR SERVICE TO ATTEND THE MEETING PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING.





NEW MEXICO

VILLAGE OF ANGEL FIRE Angel Fire, NM 87710 (575) 377-3232 PUBLIC NOTICE Council Meeting - MINUTES Tuesday March 12, 2024, 5:30 PM at Village Hall Watch Live on YOUTUBE.COM@VILLAGEOFANGELFIRENEWMEXICO

Call to Order Pledge of Allegiance Roll Call - **Quorum** Approval of Agenda - **Approved** Approval of the Consent Agenda - **Approved**

1. February 27, 2024 Council Meeting Minutes. Bar to move money to pay for Code 3. Comments from the Audience not pertaining to items on this agenda (Limited to 3 minutes) Announcements and Proclamations Reports: **None**

I Governing Body Reports: - None

- 2. Staff Reports: Fire Chief Britnell report on the state the financial concerns associated with the Fire Protection Fund. Manager Wier responded with actions including internal audits with high priority.
- 3. Committee Reports:
 - a Public Works Back basin well has failed. New well to be drilled.
 - b Lodgers Tax Reorganization of work presented to Council.
 - c Workforce Housing Building voting and non-voting members to committee.

Old Business: New Business:

- A. Consideration of adding members to the Workforce Housing Committee. Motion for consideration Carristo Creative to shoot pictures (advertising) for Winter photos Humbert, Second Crain. Monica Christofferson presented detail. Howe-N, Humbert-Y, Weeks-Y, Crain-Y. Motion PASS.
- B. Consideration of purchase 2024-16 Recycling Trailers. Motion-Crain, Second-Weeks. PASS
- C. Consideration of Social Media, specifically FACEBOOK, updates, Motion-Crain, Second-Humbert. PASS
- D. Consideration to purchase laptops for council members. Motion-Crain, Second- Weeks. PASS
- E. Consideration of Resolution 2024-18, a resolution approving the Village of Angel Fire to apply for the Local Government Transportation Project Fund with NMDOT for FY 2025 to resurface Country Club Drive. **Motion-Crain, Weeks. PASS**
- E. Consideration of Resolution 2024-19, a resolution approving the Village of Angel Fire to apply for the Local Government Transportation Project Fund with NMDOT for FY 2025 for Jackson Hole Rd Roadway Improvements.

- F. Consideration of Resolution 2024-20, a resolution approving the Village of Angel Fire to apply for the Local Government Transportation Project Fund with NMDOT for FY 2025 for Bill Burgess/N. Angel Fire Roadway Improvements.
- G. Consideration of Prioritization of the TPF Projects.
- H. Consideration of Change Order 18 to the WWTF Contract-Time Extension.
- I. Executive Session Per NMSA 10-15-H-8 and 10-15-H-2

Meeting for the discussion of the Purchase, Acquisition or Disposal of Property.
 Personnel Matters.

- I. Consideration of a Real Estate Purchase.
- J. Consideration to appoint Dennis Groat as the Village Clerk. Managers' Report — Bret Wier

Dennis Groat, Village Clerk

BJ Lindsey, Mayor

Carristo Creative Consulting

6751 Academy Rd. NE, Suite D-1 Albuquerque, NM 87109 (505) 463-3190 monica@carristo.com





INVOICE

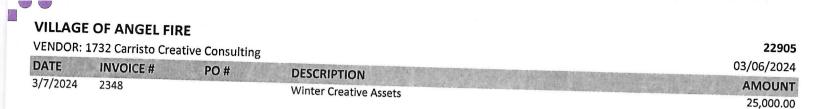
BILL TO Village of Angel Fire

SHIP TO Village of Angel Fire

INVOICE # 2438 DATE 02/28/2024 DUE DATE 02/29/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Photography	Winter Creative Assets - 2024	1	25,000.00	25,000.00T
	50% upfront costs - Remaining project cost will be billed upon the delivery of assets. Estimated total cost \$44,950 - \$58,450			
	Video :30sec Winter Highlight Reel Up to 5 min of Raw Footage from Shoot, Non-Exclusive, Unlimited Perpetual License Additional Edits Can Be Added			
	Photography 65 Photos - Final High Resolution Edited Gallery, Non-Exclusive Unlimited Perpetual License Option to Purchase Additional Photos			
	 3-5 Day Shoot 7-10 location shoots Can Include But Not Limited To: Ski Area - Skiing and Snowboarding, Tubing, Night Skiing (maybe) Nordic Center - Snowshoeing, CC Skiing, Sledding Lifestyle - Families and Couples Enjoying Life/Visiting Angel Fire Sleigh Ride - Roadrunner Tours Eating Out - 2 Locations Wanted Vacation Rental - Deck, Fire Pit, Hot Tub 			
	Fees Include: - Shoot planning/Scouting/Talent Casting - Production - Day rate including all equipment and 2-4 camera operators. - Photo and Video Post Production Processing - Music fee - Travel/Accommodation/Meals Expenses - Talent Fees - Project Management/Production Coordination			
•••••				

SUBTOTAL TAX TOTAL BALANCE DUE 25,000.00 0.00 25,000.00 **\$25,000.00**









Monica Christofferson Carristo Creative Consulting 505.463.3190 monica@carristo.com

Village of Angel Fire - Advertising

Prepared for: Village of Angel Fire Counsel Created by: Monica Christofferson & Amanda Carras Proposal Number: Village of Angel Fire - 2024 Advertising

Date: March 4, 2024 Expires: April 4, 2024

Revisions: Version 3

Overview

Village of Angel Fire is seeking assistance to redesign their organization's brand and advertising with the goal of providing potential and existing visitors with a lasting impression.

The purpose of this document is to outline the following project objectives:

- Village of Angel Fire Brand Creation
- Asset Library
- 2024 Winter Guide
- Website Upgrades & New Features
- Trade Show Booth/Promotional Items/Signage
- Advertising Placements
- Advertising Consulting and Design Services
- Social Media Management

We are enthusiastic about the opportunity to collaborate with the Village of Angel Fire to propel your brand to new heights. Together, let's embark on a journey of creativity, consistency, and community engagement. Please contact us with any questions or concerns, we will be happy to explain and clarify any information on this bid.



In a landscape where every visitor bureau invests heavily in advertising, from video content to digital products and print materials, standing out requires a strategic approach.

The Importance of Investing in Advertising

BRAND VISIBILITY AND AWARENESS:

Investing in advertising is crucial for maintaining and increasing brand visibility. In a crowded market, staying top of mind for consumers requires consistent and creative marketing efforts. This visibility directly translates into sales and long-term brand loyalty.

COMPETITIVE ADVANTAGE:

A long term strategy and targeted approach will make the most of existing budgets and ensure the appropriate platforms and technologies are leveraged, providing an edge over competitors. It enables businesses to reach potential customers through diverse channels, ensuring they remain relevant and competitive.

TARGETED REACH:

Modern marketing strategies are highly targeted, thanks to advanced analytics and data usage. By investing in these areas, companies can more accurately reach their desired audience, improving the efficiency of their advertising spend and increase ROI.

INNOVATION AND ENGAGEMENT:

Prioritizing advertising funds supports the exploration of innovative marketing techniques, including digital platforms, augmented reality, and personalized customer experiences. These innovations foster deeper engagement with consumers, enhancing customer satisfaction and loyalty.

With the goal of leveraging existing funds and creating future tax revenue through increased tourism, the following projects outline how we can best impact Angel Fire. These initiatives aim to maximize the benefits of lodgers tax and contribute to the economic prosperity of the area.

Elevating Economic Prosperity: The Impact of Lodgers Tax

By strategically investing in advertising and marketing funded through lodgers tax, destinations can stimulate broader economic development. Increased tourism leads to job creation, more business for local vendors, and higher sales tax revenues, contributing to the overall economic health of the area.



Village of Angel Fire Brand Creation

Carristo proposes a comprehensive brand creation initiative. Our dedicated team envisions crafting a unique and compelling brand identity that resonates with the distinctive charm of Angel Fire. At the heart of this proposal is the development of a sophisticated new logo design, complemented by collateral materials and a comprehensive branding guidelines document. Our mission is to not only attract visitors but to encapsulate and amplify the authentic Angel Fire experience through a visual narrative that captivates and endures.

The purpose of this document is to outline the following project objectives:

- Logo Design
- Collateral Design
- Branding Guidelines



Village of Angel Fire Brand Creation - Logo Design

Project Duration: 30 days Due Date: ASAP

The logo creation process will entail the development of multiple design options, ultimately refined to present the three most impactful finalists for your consideration. Your chosen option will undergo two rounds of revisions to ensure it perfectly aligns with your vision. Following the selection of the final logo, we will commence with the collateral design process, enhancing the overall promotional materials for a compelling representation of the Village of Angel Fire.

Work to Be Performed

- Includes 3 original concepts
- 2 rounds of revisions for chosen concept

Cost:

Logo Design

\$10,250.00



Village of Angel Fire Brand Creation - Collateral Design

Project Duration: 45 days Due Date: TBD

Work to Be Performed

Logo Library:

• Logo library with all needed file formats

Business Collateral:

• Define the design of business cards, letterheads, envelopes, etc.

Digital Design:

- Specify social media profile and post design.
- Define e-mail signature design.

Print Materials:

• Specify guidelines for brochures, flyers, and other printed materials.

Deliverables:

- Includes 3 original concepts based on logo design
- 2 rounds of revisions for chosen concept

Cost:

Collateral Design

\$9250.00



Village of Angel Fire Brand Creation - Branding Guidelines

Project Duration: 45 days

Work to Be Performed

Provide an overview of the brand and create a working document that will serve as the guidelines for the Village of Angel Fire Brand moving forward. Define the purpose and importance of the design guidelines.

Logo Usage:

- Specify acceptable logo variations (color, black and white, gray scale).
- Define minimum size requirements.
- Explain clear space around the logo.
- Provide do's and don'ts for logo usage.

Color Palette:

- List primary and secondary brand colors.
- Include color codes (RGB, CMYK, HEX).
- Specify when to use each color.

Typography:

- Specify primary and secondary fonts.
- Provide guidelines on font size and spacing.
- Specify use cases for each font.

Imagery:

- Define the style of imagery (photography, illustrations) that aligns with the brand.
- Specify any image filters or treatments.
- Provide examples of acceptable imagery.

Voice and Tone:

- Define the brand's communication style.
- Provide examples of appropriate language and tone.
- Specify the target audience for communication.

Iconography:

- Define any specific icons or symbols associated with the brand.
- Specify when and how to use these icons.

Consistency and Reproducibility:

- Emphasize the importance of maintaining consistency across all brand materials.
- Provide guidelines for reproducing the brand across various mediums.

Cost:

Branding Guidelines



Village of Angel Fire Video & Photography Assets

Village of Angel Fire is seeking assistance in the creating an assets library to highlight Summer and Fall in Angel Fire. This library will be used for all advertising efforts moving forward. The Village of Angel Fire will hold all rights to the assets created.

In this proposal for the Village of Angel Fire, we underscore the essential need to regularly update your advertising and marketing asset library. Keeping pace with evolving trends, technology, and consumer preferences, these updates ensure your materials remain fresh, engaging, and reflective of our brand's evolving story. This practice is vital for maintaining a compelling presence, attracting both long-standing community members and potential visitors alike. In today's fast-paced digital landscape, a current and visually appealing asset library is crucial for standing out and fostering a deep connection with your audience, making the Village of Angel Fire a memorable and attractive destination.

It's important to note that building this comprehensive asset library is a priority for this year. By investing in a robust collection now, we will establish a solid foundation that will require less intensive updates in the future, allowing us to scale back efforts in the years to come while still maintaining the high impact of our advertising initiatives.

The purpose of this document is to outline the following project objectives:

- Village of Angel Fire Summer 2024 Video & Photography Assets
- Village of Angel Fire Fall 2024 Video & Photography Assets



Video & Photography Assets - Summer 2024

Objective:

In this video and photo shoot, our objective is to showcase Angel Fire's summer allure, portraying it as an affordable mountain retreat and family-friendly destination. The captured assets will enhance the village's advertising, highlighting the charm and opportunities it offers.

Work to be performed:

Video

:30sec Summer Highlight Reel :15sec Summer Reel 10 - :10-:15 sec social cuts sized for posts and reels Up to 5 min of Raw Footage from Shoot, Non-Exclusive, Unlimited Perpetual License Additional Edits Can Be Added

Photography

65 Photos - Final High Resolution Edited Gallery, Non-Exclusive Unlimited Perpetual License Option to Purchase Additional Photos

5-6 Day Shoot

7-10 locations

Can Include But Not Limited To:

- Mountain Biking Resort and Trail system
- Activities Golf, Hiking, Fishing, Lake, Tennis, Pickelball, Dog walking, Zipline.
- Lifestyle Families and Couples Enjoying Life/Visiting Angel Fire
- DAV Memorial
- Vacation Rental Deck, Fire Pit, Hot Tub

Restrictions:

This is an estimate and subject to change. No changes will be made without both parties in agreement. 50% deposit due upon project initiation. Remaining balance due upon project completion and delivery. Photo and video licensing info: Village of Angel Fire shall have non-exclusive, unlimited perpetual use of still images and raw video. Carristo Creative Consulting retains copyright and ability to use photos and video elsewhere, but Angel Fire may use the images and video in any way they'd like, for as long as they'd like. Angel Fire cannot re-sell images or video to an outside party.



Video & Photography Assets - Summer 2024

Project Includes:

- Shoot planning/Scouting/Talent Casting
- Production Day rate including all equipment and 2-4 camera operators.
- Photo and Video Post Production Processing
- Music Fee
- Travel/Accommodation/Meals Expenses
- Talent Fees
- Project Management/Production Coordination

Cost:Video\$40,650Still Photography\$19,950

Project complete upon delivery of assets.



Video & Photography Assets - Fall 2024

Objective:

In this video and photo shoot, our objective is to showcase Angel Fire's fall allure, portraying it as an affordable mountain retreat and family-friendly destination. The captured assets will enhance the village's advertising, highlighting the charm and opportunities it offers.

Work to be performed:

Video

:30sec Fall Highlight Reel :15sec Fall Reel 10 - :10-:15 sec social cuts sized for posts and reels Up to 3 min of Raw Footage from Shoot, Non-Exclusive, Unlimited Perpetual License Additional Edits Can Be Added

Photography

30 Photos - Final High Resolution Edited Gallery, Non-Exclusive Unlimited Perpetual License Option to Purchase Additional Photos

2 Day Shoot

5 locations Can Include But Not Limited To:

- Drone Shots of Fall Colors
- Lifestyle Families and Couples Enjoying Life/Visiting Angel Fire
- Golf, Hiking, Biking with Fall Leaves
- Vacation Rental Deck, Fire Pit

Restrictions:

This is an estimate and subject to change. No changes will be made without both parties in agreement. 50% deposit due upon project initiation. Remaining balance due upon project completion and delivery. Photo and video licensing info: Village of Angel Fire shall have non-exclusive, unlimited perpetual use of still images and raw video. Carristo Creative Consulting retains copyright and ability to use photos and video elsewhere, but Angel Fire may use the images and video in any way they'd like, for as long as they'd like. Angel Fire cannot re-sell images or video to an outside party.



Video & Photography Assets - Fall 2024

Project Includes:

- Shoot planning/Scouting/Talent Casting
- Production Day rate including all equipment and 2-4 camera operators.
- Photo and Video Post Production Processing
- Music fee
- Travel/Accommodation/Meals Expenses Talent Fees
- Project Management/Production Coordination

Cost:

Video	\$20,000
Still Photography	\$10,000

Project complete upon delivery of assets.



Village of Angel Fire Advertising

Village of Angel Fire is seeking assistance in the design their company of brand with the goal of providing potential and existing visitors with lasting first impression.

The purpose of this document is to outline the following project deliverables:

- 2024 Winter Visitors Guide
- Website Upgrades, New Features
- Trade Show Booth and Promotional Items
- Signage Village Hall Announcement Board
- Digital Advertising Buy
- Print Advertising Buy



2024 Winter Visitors Guide Production & Design

This proposal outlines the creation of a 44-page Angel Fire Winter Visitor's Guide, a comprehensive piece designed to showcase the charm of the community, winter activities, and compelling reasons for choosing Angel Fire as the ultimate winter destination. The guide will be printed to the highest standards, featuring an 80# matte cover with a Matte AQ coating and 60# gloss text, ensuring both visual appeal and durability. With dimensions of 8.375 x 10.875, this guide sets a new benchmark for excellence in winter destination literature. Join us on a journey through the enchantment of Angel Fire, beautifully captured within the pages of this premium winter guide.

Work to Be Performed

- Design and create 44 page Winter Visitors Guide
- Procure advertising for Winter Visitors Guide
- Assist with the distribution of 20,000 magazines.
- 80# matte cover + Matte AQ coating, 60# gloss text
- Finish size 8.375 x 10.875

Cost:

Winter Guide Design	\$22,765
Printing - 20,000 Copies	\$28,000

Advertising proceeds will go to the Village of Angel Fire.

This is an estimate and subject to change. No changes will be made without both parties in agreement. Project complete upon delivery of magazine to the client.



Website Upgrades & New Features

Project Duration: 130 days Due Date: TBD

This proposal outlines a comprehensive strategy to upgrade the Village of Angel Fire website, transforming it into a dynamic, user-centric portal that not only showcases the unique charm and offerings of your village but also serves as a seamless conduit for potential visitors planning their stay. This enhancement will not only enrich the user experience but also provide the village with valuable insights through tracking the journey of visitors from your website to their ultimate booking, enabling more targeted marketing and development strategies moving forward.

May include but not limited to:

- Refresh the website's aesthetic to align with the newly established Village of Angel Fire brand identity.
- Incorporate premium-quality visuals throughout the site.
- Improve the section dedicated to local recommendations, ensuring businesses, activities, and events in Angel Fire are prominently featured and more engaging.
- Revise the site's navigation to streamline the visitor's planning journey, motivating them to finalize their accommodations.
- Implement advanced tracking techniques to enhance the precision of monitoring metrics for website visitors who have successfully booked a stay at participating lodging facilities.
- Update all copy throughout the site for consistency and relevance.

Cost:

Website Upgrades & New Features

\$175,000

Project complete upon launch of new website upgrades.

This is an estimate and subject to change. No changes will be made without both parties in agreement. 50% deposit due upon project initiation. Remaining balance due upon project completion and delivery.



Promotional Advertising Materials

Trade Show Booth Design and Hardware

May include but not limited to:

- Modular Trade Show Exhibit
- Table Covering
- Backdrop and/or Free Standing Banners
- Indoor/Outdoor Tent

Cost:

Trade Show Booth Design and Hardware Budgeted

\$21,000

Promotional Items

May include but not limited to:

- Apparel
- Trade Show Giveaways

Cost:

Promotional Items

\$18,000



Signage - Village Hall Announcement Board

This proposal centers on securing a cutting-edge digital billboard for the Village of Angel Fire, strategically positioned to amplify event promotions and village announcements. Our goal is to enhance community engagement through modern advertising technology. This dynamic platform will deliver timely and visually compelling content, fostering increased visibility and resonance with residents and visitors alike.

Cost:

Branding Signage Above Billboard Digital Billboard Hardware Only (Estimated) TBD \$24,000 - \$34,000

Signage Cost Disclaimer:

The cost of signage proposed in this bid is yet to be determined and will be contingent on factors such as the material used, production costs, and installation expenses. These specific details are pending and will be finalized based on the comprehensive assessment of the newly completed brand. Similarly, the cost associated with the digital billboard will be determined based on considerations of its size and resolution. The pricing for both signage and digital billboards will be communicated transparently once these factors are thoroughly evaluated in the context of the finalized brand specifications.



Digital Advertising Buy

In the competitive tourism landscape, effective advertising is crucial for brand success. Our mission is clear: to ensure every aspect is executed flawlessly. We meticulously steward your budget, guaranteeing the right message reaches the right audience at the right time. With precise measurement and optimization, we transform your investment into tangible returns. Our strategy involves a smart blend of targeted media, ensuring curated segments receive your message. Let's elevate your brand through strategic placements across digital platforms, maximizing engagement and leaving a lasting impact on your audience.

Key Target Audiences: Dallas, Houston, Midland, Amarillo, Albuquerque

Secondary Markets: Denver, Austin, Oklahoma City

Demographics: Family Vacationers, Road-trippers, Couples, Retired Couples (under 70) Avid Hikers, Mountain Bikers, Adventure Seekers, Skiers/Boarders

Digital Advertising Mix:

Out-of-Home

• Explore diverse out-of-home options such as digital billboards, kiosks, bulletins, and transit displays for extended reach and impactful visibility.

CTV (Connected TV):

- Video ads delivered through streaming services on television sets.
- Target viewers during their movie, TV show, or other video content consumption.
- Leverage the growing trend of streaming platforms for increased visibility.

Digital Advertising

Social Platforms/Prospecting/Re-marketing:

- Harness the power of platforms such as Facebook, Instagram, Twitter, and LinkedIn to connect with your audience.
- Engage in targeted advertising to ensure your message reaches the right demographics.

Google AdWords/Display Ads:

- Utilize Google's vast advertising network to place targeted ads on search engine results and other Google partner sites.
- Leverage keyword targeting for increased visibility among potential visitors.

Cost:

Print and Digital Advertising Budgeted

Village of Angel Fire



Print Advertising Buy

In our strategy, we harmoniously blend the tactile impact of print with the immediacy of digital platforms. Recognizing the enduring value of both, we ensure your message not only engages but leaves an indelible mark, elevating your brand across diverse audiences.

Print Advertising Options:

- Tailor print advertising to specific publications and locations that align with your target demographic.
- Explore newspapers, magazines, and other print media to ensure a comprehensive reach.

Cost:

Print and Digital Advertising Budgeted

\$50,000



Village of Angel Fire Monthly Advertising Consulting Services

We are thrilled to present this proposal outlining our tailored advertising consulting services designed to elevate the Village of Angel Fire's brand and foster impactful connections with your community. At Carristo, we understand the significance of consistent branding and effective storytelling in today's dynamic advertising landscape. Beyond the projects outlined in the previous sections, ongoing monthly retainer to support the continued evolution of advertising for the Village of Angel Fire.

The purpose of this document is to outline the following monthly project objectives:

- Advertising Consulting
- Advertising Design Services
- Social Media Management

Benefits and Expected Outcomes:

By partnering with us, the Village of Angel Fire can expect enhanced brand visibility, strengthened community connections, and measurable success in marketing initiatives. Key performance indicators will be continuously monitored to ensure the achievement of goals.



Advertising Consulting

Project Duration: On going

Work to Be Performed Under Monthly Retainer:

Creative Direction and Branding:

• Elevate and refine the Village of Angel Fire's brand consistently.

Content Creation:

• Craft engaging narratives across promotional materials for a cohesive brand experience.

Advertising Management:

• Assist with planning, management, and optimization of advertising initiatives, delivering regular reports for informed decisions.

Marketing Planning and Strategy:

- Deliver a flexible and comprehensive plan aligned with evolving goals.
- Provide assistance in securing and managing State Tourism grant funds.

Event Marketing:

• Conduct thorough event research, focusing on off-peak opportunities, ensuring consistent and inventive strategies.

Meetings and Communication:

- Hold monthly meetings with the Lodgers Tax Committee.
- Maintain open communication with the Tourism Director for swift strategy adaptation.

Options and Recommendations:

• Provide dynamic advertising, event, and trade show recommendations tailored for both immediate impact and long-term success.



Advertising Design Services

Project Duration: On going

Under our retainer, our team will deliver a range of monthly design services, including:

Advertising Design for All Publications:

• Crafting visually appealing advertisements tailored for various publications to maximize reach and impact.

Event Graphics:

• Creating dynamic graphics for social media, digital signage, and print advertising to promote upcoming events.

Social Graphics:

• Designing eye-catching graphics for announcements and promotions on social media platforms.

Digital Sign Graphics:

• Crafting visually appealing graphics for digital signage, ensuring consistency and brand alignment.

Website Management:

- Uploading and managing events, including changes to images and content, ensuring an updated and dynamic online presence.
- Regularly updating promotions and information boards on the website to reflect the latest offerings and community happenings.

This comprehensive monthly design work is integral to maintaining a vibrant and cohesive brand presence for the Village of Angel Fire across both digital and traditional channels.

Cost:

Monthly Consulting and Management	\$6,500
Monthly Graphic Design	\$6,000
Monthly Website Management:	\$1,500



Social Media Management

Project Duration: On going

Below is a comprehensive proposal for overseeing the social media accounts of the Village of Angel Fire. At Carristo, we recognize the significance of cultivating a dynamic online presence to foster effective community connections. This proposal outlines our strategic approach, spanning the management of three key social media channels, the creation of compelling content, utilization of collaborative tools, and the implementation of growth strategies over a 12-month period.

Work to Be Performed

- Manage 3 social networks (Facebook, Instagram, Twitter, Pinterest, or Google Business Page)
- Post 3 times a week on each selected channel, covering all event posts and more.
- Implement content curation for a consistent online presence.

Content Development:

- Create customized content, written one month in advance.
- Utilize HeyOrca content collaborative tool for streamlined management.
- Quarterly optimizations for improved performance.

Community Engagement:

- Respond to comments and engage with the online community.
- Monthly status calls, email reminders, and ongoing support.
- •

Growth Activities:

- Implement strategies for increased followers and likes.
- Page optimization for enhanced performance.
- Regular posts, including Reels, Stories, and Carousels (minimum one per month).

Reporting:

• Quarterly reports with key metrics such as impressions, engagements, top-performing posts, and areas for improvement.

Crowdsourced Content:

- Curate high-quality User Generated Content (UGC) for web and social media use.
- Establish an official usage rights system via a hashtag approval system.
- Utilize crowd-sourced images for organic social media and non-paid web use.

Cost:

Monthly Consulting





2024 Advertising Costs

Branding Creation	\$32,000
Video & Photography Assets	\$90,600
2024 Winter Visitors Guide	\$50,765
Website Upgrades & New Features	\$175,000
Trade Show Booth/Promotional Items	\$39,000
Digital Billboard Hardware Only	\$34,000
Branding Signage & Install	TBD
Digital and Print Advertising Buy	\$450,000
Advertising Consulting and Design Services (April - Dec. 2024)	\$112,000
Social Media Management	\$33,000

Total

\$1,016,365



Village of Angel Fire - 2024 Advertising

March 4, 2024 Monica Christofferson Carristo Creative Consulting 505.463.3190 monica@carristo.com

Terms

Client/Agency Relationship

In entering this partnership the Client agrees to utilize the creative services of Carristo Creative Consulting exclusively until the approved project is completed or cancelled. Carristo Creative Consulting will have authority to hire and manage the appropriate vendors needed to complete the project successfully.

Payment

New Clients: A minimum non-refundable deposit of 1/2 of the estimated cost is required to commence work. Retainer fees will be paid prior to each month. All other invoices are payable within 30 days. Established Clients: All invoices are payable within 30 days. Use of any artwork provided by Carristo Creative (for print or web) is conditioned upon receipt of full payment. The Client agrees to pay by check to Carristo Creative Consulting. Credit cards are not accepted.

Default of Payment

Carristo Creative Consulting reserves the right to withhold any artwork or printed materials created by Carristo Creative Consulting or any hired consultants, if payment is not received within forty-five (45) days of the final invoice date. The Client is responsible for paying all legal fees necessitated by default in payment.

Estimates

Estimated fees and expenses are based on all available information and are subject to change. Approval from the Client will be sought for any additional costs. All work performed separate from an estimated project will be billed according to the design hourly rate of \$250 p/hr. The client will be notified in advance of any charges to be incurred at the hourly rate. Estimated fees and expenses do not include NM Gross Receipts Tax. Final fees and expenses will be stated on the invoice.

Revisions

Estimates include Client requested revisions as specified on the approved cost estimate only. The Client is responsible for making additional payments for all revisions in excess of that which is stated on an estimate. Costs for revisions are based on the design hourly rate of \$250 p/hr

Expenses

All out-of-pocket expenses not listed on an estimate will be billed at cost + 25% markup. If out-of-pocket expenses not identified on the estimate become necessary, Client must be advised in advance and has the authority to approve or disapprove of such expenses. Disapproval that prevents completion of the project triggers the cancelation of the project.

Cancellation

In the event of cancellation of an assignment before completion, ownership of all artwork will be retained by Carristo Creative Consulting, and a cancellation fee equal to the amount of work completed to date plus expenses already incurred, will be paid by the Client.

Liability

The Client is responsible for proofreading and approving final artwork. Upon written or verbal approval of final artwork the Client is responsible for all costs incurred for correcting any typographical or other errors found after the approval of final artwork was given.

Ownership

Upon receipt of final payment, the Client will own and is authorized to use the final artwork. Carristo Creative Consulting retains the right to use any artwork for self-promotional purposes without seeking permission from the Client.

Acceptance of Fees and Terms

The signature of both parties is evidence of acceptance of the fees and terms listed in this contract.

Client's Signature/Date

Carristo Creative Consulting/Date





VILLAGE OF ANGEL FIRE Angel Fire NM 87710 (575)377-3232 PUBLIC NOTICE Lodger's Tax Advisory Board Tuesday, March 12, 2024, at 10:00 am Meeting at Village Hall

Call to Order Pledge of Allegiance Roll Call Approval of Today's Agenda Approval of February 14, 2024, Minutes Approval of February 23, 2024 Special Meeting Minutes Approval of February 27, 2024 Work Session Minutes Introduction of the New Tourism Director Tourism Director Report

Old Business:

- A. Review of Gravel Adventure Field Guide
- B. Review on how Lodger's Tax Funds can be used
- C. Vote to allow funding presentation every month
- D. Review of Lodgers' Tax Funding Application Process (Don and Justin)
- E. Vote on removing the funding cap of \$10,000 on Funding Applications for event funding

New Business:

- A Review Carristo Creative Proposal
- B. Review 2024 Cool Summer Nights request for funding
- Mark McClendon, Village Clerk

Post:

March 8, 2024

THE PUBLIC IS INVITED TO ATTEND Subject to Change Until: Monday, March 11, 2024

AGENDA MAY BE PICKED UP AT THE VILLAGE HALL 3388 MOUNTAIN VIEW BLVD., ANGEL FIRE, NM 87710 AGENDA MAY ALSO BE VIEWED AT OUR WEBSITE: ANGELFIRENM.GOV IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AID OR SERVICE TO ATTEND THE MEETING, PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING.





MINVIES

VILLAGE OF ANGEL FIRE Angel Fire, NM 87710 (575) 377-3232 PUBLIC NOTICE Council Work Session Thursday, March 14, 2024, 3:00 PM at Village Hall

1. Discussion on the Lot Clearing Ordinance

A) Pass Inspection, no Fire Protection Fee

The group agreed that residential clearing of SLASH should become a priority for Angel Fire. One key issue is that if we enforce current ordinance we won't be able to handle increase of SLASH at collection site. The solution revolved around incentivizing residents to clean own lots but no determination was made.

2. Solid Waste Billing for Condos.

Discussion and disagreement as to how the Condos are billed for trash pick-up. Disagreement that the Condos are billed for a single pick-up and should be charged by individual unit within the facility. - More discussion to be scheduled as further information on actual billing is determined.

3. GO BOND Presentation.

Financial information presented.

4. Sustainability Partners Water Meter Replacement Project. (SPWMRP)

Initial proposal on the replacement of old water meter replacement. Several instances of cost savings into the near future. More discussion to be scheduled in the future as we learn more on costs and timings, but there is a generally positive view of this project.

5. Discussion of proposal for the Village of Angel fire to acquire the Airport form Colfax County.

Initial discussion on acquiring our airport for Colfax county in Raton. Key points include the ability to schedule recurring flights into Angel Fire.

6. Discussion of a contract with Carristo Creative for Advertising.

Much discussion on the appropriateness of assuring multiple RFPs (Request For Pricing) for advertising and the promotion of Angel Fire through the Tourism board. This motion passed in the subsequent Special council meeting held immediately after this line item issue.

Dennis Groat, Village Clerk Post: 3-7-2024

BJ Lindsey, Mayor





VILLAGE OF ANGEL FIBE Angel Fire, NM 87710 (575) 377-3232 PUBLIC NOTICE Special Council Meeting Thursday March 14, 2024, 5:00 PM at Village Hall Watch Live on YOUTUBE.COM@VILLAGEOFANGELFIRENEWMEXICO

Call to Order Pledge of Allegiance Roll Call Approval of Agenda

Comments from the Audience not pertaining to items on this agenda (Limited to 3 minutes)

New Business:

A. Consideration of a Contract with Carristo Creative and the Village of Angel Fire for Advertising.

Dennis Groat, Village Clerk Post: 3-7-2024 BJ Lindsey, Mayor

THE PUBLIC IS INVITED TO ATTEND Subject to Change Until March 21, 2024 AGENDA MAY BE VIEWED AT OUR WEBSITE:ANGELFIRENM.GOV IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AIDOR SERVICE TO ATTEND THE MEETING PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING.





MINUTES

VILLAGE OF ANGEL FIBE Angel Fire, NM 87710 (575) 377-3232 PUBLIC NOTICE Special Council Meeting Thursday March 14, 2024, 5:00 PM at Village Hall Watch Live on YOUTUBE.COM@VILLAGEOFANGELFIRENEWMEXICO

Call to Order – 5:10pm Pledge of Allegiance - Complete Roll Call – All present Mayor Lindsey Mayor Pro-tem Howe Councilman Humbert Councilman Weeks Councilman Crain

Approval of Agenda – Approved

Motion-Howe, Second Crain unanimous

Comments from the Audience not pertaining to items on this agenda (Limited to 3 minutes) Many comments pertaining to the scope and gravity of the decisions the council has to consider. **New Business:**

A. Consideration of a Contract with Carristo Creative and the Village of Angel Fire for Advertising. - Approved Motion to approve - Howe

Second – Crain

VOTE:

Howe – NAY Humbert – NAY Weeks – AYE Crain – AYE The vote is a tig

The vote is a tie and by rule the Mayor gets a vote. Lindsey – AYE MOTION PASS 3-2

Dennis Groat, Village Clerk Post: 3-7-2024

BJ Lindsey, Mayor





Monica Christofferson Carristo Creative Consulting 505.463.3190 monica@carristo.com

Village of Angel Fire - Advertising

Prepared for: Village of Angel Fire Council Created by: Monica Christofferson & Amanda Carras Proposal Number: Village of Angel Fire - 2024 Advertising

Date: March 4, 2024 Expires: April 4, 2024

Revisions: Version 3

Overview

Village of Angel Fire is seeking assistance to redesign their organization's brand and advertising with the goal of providing potential and existing visitors with a lasting impression.

The purpose of this document is to outline the following project objectives:

- Village of Angel Fire Brand Creation
- Asset Library
- 2024 Winter Guide
- Website Upgrades & New Features
- Trade Show Booth/Promotional Items/Signage
- Advertising Placements
- Advertising Consulting and Design Services
- Social Media Management

We are enthusiastic about the opportunity to collaborate with the Village of Angel Fire to propel your brand to new heights. Together, let's embark on a journey of creativity, consistency, and community engagement. Please contact us with any questions or concerns, we will be happy to explain and clarify any information on this bid.



In a landscape where every visitor bureau invests heavily in advertising, from video content to digital products and print materials, standing out requires a strategic approach.

The Importance of Investing in Advertising

BRAND VISIBILITY AND AWARENESS:

Investing in advertising is crucial for maintaining and increasing brand visibility. In a crowded market, staying top of mind for consumers requires consistent and creative marketing efforts. This visibility directly translates into sales and long-term brand loyalty.

COMPETITIVE ADVANTAGE:

A long term strategy and targeted approach will make the most of existing budgets and ensure the appropriate platforms and technologies are leveraged, providing an edge over competitors. It enables businesses to reach potential customers through diverse channels, ensuring they remain relevant and competitive.

TARGETED REACH:

Modern marketing strategies are highly targeted, thanks to advanced analytics and data usage. By investing in these areas, companies can more accurately reach their desired audience, improving the efficiency of their advertising spend and increase ROI.

INNOVATION AND ENGAGEMENT:

Prioritizing advertising funds supports the exploration of innovative marketing techniques, including digital platforms, augmented reality, and personalized customer experiences. These innovations foster deeper engagement with consumers, enhancing customer satisfaction and loyalty.

With the goal of leveraging existing funds and creating future tax revenue through increased tourism, the following projects outline how we can best impact Angel Fire. These initiatives aim to maximize the benefits of lodgers tax and contribute to the economic prosperity of the area.

Elevating Economic Prosperity: The Impact of Lodgers Tax

By strategically investing in advertising and marketing funded through lodgers tax, destinations can stimulate broader economic development. Increased tourism leads to job creation, more business for local vendors, and higher sales tax revenues, contributing to the overall economic health of the area.



Village of Angel Fire Brand Creation

Carristo proposes a comprehensive brand creation initiative. Our dedicated team envisions crafting a unique and compelling brand identity that resonates with the distinctive charm of Angel Fire. At the heart of this proposal is the development of a sophisticated new logo design, complemented by collateral materials and a comprehensive branding guidelines document. Our mission is to not only attract visitors but to encapsulate and amplify the authentic Angel Fire experience through a visual narrative that captivates and endures.

The purpose of this document is to outline the following project objectives:

- Logo Design
- Collateral Design
- Branding Guidelines



Village of Angel Fire Brand Creation - Logo Design

Project Duration: 30 days Due Date: ASAP

The logo creation process will entail the development of multiple design options, ultimately refined to present the three most impactful finalists for your consideration. Your chosen option will undergo two rounds of revisions to ensure it perfectly aligns with your vision. Following the selection of the final logo, we will commence with the collateral design process, enhancing the overall promotional materials for a compelling representation of the Village of Angel Fire.

Work to Be Performed

- Includes 3 original concepts
- 2 rounds of revisions for chosen concept

Cost:

Logo Design

\$10,250.00



Village of Angel Fire Brand Creation - Collateral Design

Project Duration: 45 days Due Date: TBD

Work to Be Performed

Logo Library:

Logo library with all needed file formats

Business Collateral:

• Define the design of business cards, letterheads, envelopes, etc.

Digital Design:

- Specify social media profile and post design.
- Define e-mail signature design.

Print Materials:

Specify guidelines for brochures, flyers, and other printed materials.

Deliverables:

- Includes 3 original concepts based on logo design
- 2 rounds of revisions for chosen concept

Cost:

Collateral Design

\$9250.00



Village of Angel Fire Brand Creation - Branding Guidelines

Project Duration: 45 days

Work to Be Performed

Provide an overview of the brand and create a working document that will serve as the guidelines for the Village of Angel Fire Brand moving forward. Define the purpose and importance of the design guidelines.

Logo Usage:

- Specify acceptable logo variations (color, black and white, gray scale).
- Define minimum size requirements.
- Explain clear space around the logo.
- Provide do's and don'ts for logo usage.

Color Palette:

- List primary and secondary brand colors.
- Include color codes (RGB, CMYK, HEX).
- Specify when to use each color.

Typography:

- Specify primary and secondary fonts.
- Provide guidelines on font size and spacing.
- Specify use cases for each font.

Imagery:

- Define the style of imagery (photography, illustrations) that aligns with the brand.
- Specify any image filters or treatments.
- Provide examples of acceptable imagery.

Voice and Tone:

- Define the brand's communication style.
- Provide examples of appropriate language and tone.
- Specify the target audience for communication.

Iconography:

- Define any specific icons or symbols associated with the brand.
- Specify when and how to use these icons.

Consistency and Reproducibility:

- Emphasize the importance of maintaining consistency across all brand materials.
- Provide guidelines for reproducing the brand across various mediums.

Cost:

Branding Guidelines



Village of Angel Fire Video & Photography Assets

Village of Angel Fire is seeking assistance in the creating an assets library to highlight Summer and Fall in Angel Fire. This library will be used for all advertising efforts moving forward. The Village of Angel Fire will hold all rights to the assets created.

In this proposal for the Village of Angel Fire, we underscore the essential need to regularly update your advertising and marketing asset library. Keeping pace with evolving trends, technology, and consumer preferences, these updates ensure your materials remain fresh, engaging, and reflective of our brand's evolving story. This practice is vital for maintaining a compelling presence, attracting both long-standing community members and potential visitors alike. In today's fast-paced digital landscape, a current and visually appealing asset library is crucial for standing out and fostering a deep connection with your audience, making the Village of Angel Fire a memorable and attractive destination.

It's important to note that building this comprehensive asset library is a priority for this year. By investing in a robust collection now, we will establish a solid foundation that will require less intensive updates in the future, allowing us to scale back efforts in the years to come while still maintaining the high impact of our advertising initiatives.

The purpose of this document is to outline the following project objectives:

- Village of Angel Fire Summer 2024 Video & Photography Assets
- Village of Angel Fire Fall 2024 Video & Photography Assets



Video & Photography Assets - Summer 2024

Objective:

In this video and photo shoot, our objective is to showcase Angel Fire's summer allure, portraying it as an affordable mountain retreat and family-friendly destination. The captured assets will enhance the village's advertising, highlighting the charm and opportunities it offers.

Work to be performed:

Video

:30sec Summer Highlight Reel :15sec Summer Reel 10 - :10-:15 sec social cuts sized for posts and reels Up to 5 min of Raw Footage from Shoot, Non-Exclusive, Unlimited Perpetual License Additional Edits Can Be Added

Photography

65 Photos - Final High Resolution Edited Gallery, Non-Exclusive Unlimited Perpetual License Option to Purchase Additional Photos

5-6 Day Shoot

7-10 locations Can Include But Not Limited To:

- Mountain Biking Resort and Trail system
- Activities Golf, Hiking, Fishing, Lake, Tennis, Pickelball, Dog walking, Zipline.
- Lifestyle Families and Couples Enjoying Life/Visiting Angel Fire
- DAV Memorial
- Vacation Rental Deck, Fire Pit, Hot Tub

Restrictions:

This is an estimate and subject to change. No changes will be made without both parties in agreement. 50% deposit due upon project initiation. Remaining balance due upon project completion and delivery. Photo and video licensing info: Village of Angel Fire shall have non-exclusive, unlimited perpetual use of still images and raw video. Carristo Creative Consulting retains copyright and ability to use photos and video elsewhere, but Angel Fire may use the images and video in any way they'd like, for as long as they'd like. Angel Fire cannot re-sell images or video to an outside party.



Video & Photography Assets - Summer 2024

Project Includes:

- Shoot planning/Scouting/Talent Casting
- Production Day rate including all equipment and 2-4 camera operators.
- Photo and Video Post Production Processing
- Music Fee
- Travel/Accommodation/Meals Expenses
- Talent Fees
- Project Management/Production Coordination

Cost:

Video Still Photography

\$40,650 \$19,950

Project complete upon delivery of assets.



Video & Photography Assets - Fall 2024

Objective:

In this video and photo shoot, our objective is to showcase Angel Fire's fall allure, portraying it as an affordable mountain retreat and family-friendly destination. The captured assets will enhance the village's advertising, highlighting the charm and opportunities it offers.

Work to be performed:

Video

:30sec Fall Highlight Reel :15sec Fall Reel 10 - :10-:15 sec social cuts sized for posts and reels Up to 3 min of Raw Footage from Shoot, Non-Exclusive, Unlimited Perpetual License Additional Edits Can Be Added

Photography

30 Photos - Final High Resolution Edited Gallery, Non-Exclusive Unlimited Perpetual License Option to Purchase Additional Photos

2 Day Shoot

5 locations

Can Include But Not Limited To:

- Drone Shots of Fall Colors
- Lifestyle Families and Couples Enjoying Life/Visiting Angel Fire
- Golf, Hiking, Biking with Fall Leaves
- Vacation Rental Deck, Fire Pit

Restrictions:

This is an estimate and subject to change. No changes will be made without both parties in agreement. 50% deposit due upon project initiation. Remaining balance due upon project completion and delivery. Photo and video licensing info: Village of Angel Fire shall have non-exclusive, unlimited perpetual use of still images and raw video. Carristo Creative Consulting retains copyright and ability to use photos and video elsewhere, but Angel Fire may use the images and video in any way they'd like, for as long as they'd like. Angel Fire cannot re-sell images or video to an outside party.



Video & Photography Assets - Fall 2024

Project Includes:

- Shoot planning/Scouting/Talent Casting
- Production Day rate including all equipment and 2-4 camera operators.
- Photo and Video Post Production Processing
- Music fee
- Travel/Accommodation/Meals Expenses Talent Fees
- Project Management/Production Coordination

Cost:

Video Still Photography

\$20,000 \$10,000

Project complete upon delivery of assets.



Village of Angel Fire Advertising

Village of Angel Fire is seeking assistance in the design their company of brand with the goal of providing potential and existing visitors with lasting first impression.

The purpose of this document is to outline the following project deliverables:

- 2024 Winter Visitors Guide
- Website Upgrades, New Features
- Trade Show Booth and Promotional Items
- Signage Village Hall Announcement Board
- Digital Advertising Buy
- Print Advertising Buy



2024 Winter Visitors Guide Production & Design

This proposal outlines the creation of a 44-page Angel Fire Winter Visitor's Guide, a comprehensive piece designed to showcase the charm of the community, winter activities, and compelling reasons for choosing Angel Fire as the ultimate winter destination. The guide will be printed to the highest standards, featuring an 80# matte cover with a Matte AQ coating and 60# gloss text, ensuring both visual appeal and durability. With dimensions of 8.375 x 10.875, this guide sets a new benchmark for excellence in winter destination literature. Join us on a journey through the enchantment of Angel Fire, beautifully captured within the pages of this premium winter guide.

Work to Be Performed

- Design and create 44 page Winter Visitors Guide
- Procure advertising for Winter Visitors Guide
- Assist with the distribution of 20,000 magazines.
- 80# matte cover + Matte AQ coating, 60# gloss text
- Finish size 8.375 x 10.875

Cost:

Winter Guide Design	600 74F
Printing - 20,000 Copies	\$22,765
and a motore cobles	\$28,000

Advertising proceeds will go to the Village of Angel Fire.

This is an estimate and subject to change. No changes will be made without both parties in agreement. Project complete upon delivery of magazine to the client.



Website Upgrades & New Features

Project Duration: 130 days Due Date: TBD

This proposal outlines a comprehensive strategy to upgrade the Village of Angel Fire website, transforming it into a dynamic, user-centric portal that not only showcases the unique charm and offerings of your village but also serves as a seamless conduit for potential visitors planning their stay. This enhancement will not only enrich the user experience but also provide the village with valuable insights through tracking the journey of visitors from your website to their ultimate booking, enabling more targeted marketing and development strategies moving forward.

May include but not limited to:

- Refresh the website's aesthetic to align with the newly established Village of Angel Fire brand identity.
- Incorporate premium-quality visuals throughout the site.
- Improve the section dedicated to local recommendations, ensuring businesses, activities, and events in Angel Fire are prominently featured and more engaging.
- Revise the site's navigation to streamline the visitor's planning journey, motivating them to finalize their accommodations.
- Implement advanced tracking techniques to enhance the precision of monitoring metrics for website visitors who have successfully booked a stay at participating lodging facilities.
- Update all copy throughout the site for consistency and relevance.

Cost:

Website Upgrades & New Features

\$175,000

Project complete upon launch of new website upgrades.

This is an estimate and subject to change. No changes will be made without both parties in agreement. 50% deposit due upon project initiation. Remaining balance due upon project completion and delivery.



Promotional Advertising Materials

Trade Show Booth Design and Hardware

May include but not limited to:

- Modular Trade Show Exhibit
- Table Covering
- Backdrop and/or Free Standing Banners
- Indoor/Outdoor Tent

Cost:

Trade Show Booth Design and Hardware Budgeted

\$21,000

Promotional Items

May include but not limited to:

- Apparel
- Trade Show Giveaways

Cost:

Promotional Items

\$18,000



Signage - Village Hall Announcement Board

This proposal centers on securing a cutting-edge digital billboard for the Village of Angel Fire, strategically positioned to amplify event promotions and village announcements. Our goal is to enhance community engagement through modern advertising technology. This dynamic platform will deliver timely and visually compelling content, fostering increased visibility and resonance with residents and visitors alike.

Cost:

Branding Signage Above Billboard Digital Billboard Hardware Only (Estimated)

TBD \$24,000 - \$34,000

Signage Cost Disclaimer:

The cost of signage proposed in this bid is yet to be determined and will be contingent on factors such as the material used, production costs, and installation expenses. These specific details are pending and will be finalized based on the comprehensive assessment of the newly completed brand. Similarly, the cost associated with the digital billboard will be determined based on considerations of its size and resolution. The pricing for both signage and digital billboards will be communicated transparently once these factors are thoroughly evaluated in the context of the finalized brand specifications.



Digital Advertising Buy

In the competitive tourism landscape, effective advertising is crucial for brand success. Our mission is clear: to ensure every aspect is executed flawlessly. We meticulously steward your budget, guaranteeing the right message reaches the right audience at the right time. With precise measurement and optimization, we transform your investment into tangible returns. Our strategy involves a smart blend of targeted media, ensuring curated segments receive your message. Let's elevate your brand through strategic placements across digital platforms, maximizing engagement and leaving a lasting impact on your audience.

Key Target Audiences: Dallas, Houston, Midland, Amarillo, Albuquerque

Secondary Markets: Denver, Austin, Oklahoma City

Demographics: Family Vacationers, Road-trippers, Couples, Retired Couples (under 70) Avid Hikers, Mountain Bikers, Adventure Seekers, Skiers/Boarders

Digital Advertising Mix:

Out-of-Home

• Explore diverse out-of-home options such as digital billboards, kiosks, bulletins, and transit displays for extended reach and impactful visibility.

CTV (Connected TV):

- Video ads delivered through streaming services on television sets.
- Target viewers during their movie, TV show, or other video content consumption.
- Leverage the growing trend of streaming platforms for increased visibility.

Digital Advertising

Social Platforms/Prospecting/Re-marketing:

- Harness the power of platforms such as Facebook, Instagram, Twitter, and LinkedIn to connect with your audience.
- Engage in targeted advertising to ensure your message reaches the right demographics.

Google AdWords/Display Ads:

- Utilize Google's vast advertising network to place targeted ads on search engine results and other Google partner sites.
- Leverage keyword targeting for increased visibility among potential visitors.

Cost:

Print and Digital Advertising Budgeted

\$400,000



Print Advertising Buy

In our strategy, we harmoniously blend the tactile impact of print with the immediacy of digital platforms. Recognizing the enduring value of both, we ensure your message not only engages but leaves an indelible mark, elevating your brand across diverse audiences.

Print Advertising Options:

- Tailor print advertising to specific publications and locations that align with your target demographic.
- Explore newspapers, magazines, and other print media to ensure a comprehensive reach.

Cost:

Print and Digital Advertising Budgeted

\$50,000



Village of Angel Fire Monthly Advertising Consulting Services

We are thrilled to present this proposal outlining our tailored advertising consulting services designed to elevate the Village of Angel Fire's brand and foster impactful connections with your community. At Carristo, we understand the significance of consistent branding and effective storytelling in today's dynamic advertising landscape. Beyond the projects outlined in the previous sections, ongoing monthly retainer to support the continued evolution of advertising for the Village of Angel Fire.

The purpose of this document is to outline the following monthly project objectives:

- Advertising Consulting
- Advertising Design Services
- Social Media Management

Benefits and Expected Outcomes:

By partnering with us, the Village of Angel Fire can expect enhanced brand visibility, strengthened community connections, and measurable success in marketing initiatives. Key performance indicators will be continuously monitored to ensure the achievement of goals.



Advertising Consulting

Project Duration: On going

Work to Be Performed Under Monthly Retainer:

Creative Direction and Branding:

Elevate and refine the Village of Angel Fire's brand consistently.

Content Creation:

Craft engaging narratives across promotional materials for a cohesive brand experience.

Advertising Management:

• Assist with planning, management, and optimization of advertising initiatives, delivering regular reports for informed decisions.

Marketing Planning and Strategy:

- Deliver a flexible and comprehensive plan aligned with evolving goals.
- Provide assistance in securing and managing State Tourism grant funds.

Event Marketing:

 Conduct thorough event research, focusing on off-peak opportunities, ensuring consistent and inventive strategies.

Meetings and Communication:

- Hold monthly meetings with the Lodgers Tax Committee.
- Maintain open communication with the Tourism Director for swift strategy adaptation.

Options and Recommendations:

 Provide dynamic advertising, event, and trade show recommendations tailored for both immediate impact and long-term success.



Advertising Design Services

Project Duration: On going

Under our retainer, our team will deliver a range of monthly design services, including:

Advertising Design for All Publications:

 Crafting visually appealing advertisements tailored for various publications to maximize reach and impact.

Event Graphics:

 Creating dynamic graphics for social media, digital signage, and print advertising to promote upcoming events.

Social Graphics:

Designing eye-catching graphics for announcements and promotions on social media platforms.

Digital Sign Graphics:

• Crafting visually appealing graphics for digital signage, ensuring consistency and brand alignment.

Website Management:

- Uploading and managing events, including changes to images and content, ensuring an updated and dynamic online presence.
- Regularly updating promotions and information boards on the website to reflect the latest offerings and community happenings.

This comprehensive monthly design work is integral to maintaining a vibrant and cohesive brand presence for the Village of Angel Fire across both digital and traditional channels.

Cost:

Monthly Consulting and Management	\$6,500
Monthly Graphic Design	
Monthly Website Management:	\$6,000
A second s	\$1,500



Social Media Management

Project Duration: On going

Below is a comprehensive proposal for overseeing the social media accounts of the Village of Angel Fire. At Carristo, we recognize the significance of cultivating a dynamic online presence to foster effective community connections. This proposal outlines our strategic approach, spanning the management of three key social media channels, the creation of compelling content, utilization of collaborative tools, and the implementation of growth strategies over a 12-month period.

Work to Be Performed

- Manage 3 social networks (Facebook, Instagram, Twitter, Pinterest, or Google Business Page)
- Post 3 times a week on each selected channel, covering all event posts and more.
- Implement content curation for a consistent online presence.

Content Development:

- Create customized content, written one month in advance.
- Utilize HeyOrca content collaborative tool for streamlined management.
- Quarterly optimizations for improved performance.

Community Engagement:

- Respond to comments and engage with the online community.
- Monthly status calls, email reminders, and ongoing support.

Growth Activities:

- Implement strategies for increased followers and likes.
- Page optimization for enhanced performance.
- Regular posts, including Reels, Stories, and Carousels (minimum one per month).

Reporting:

• Quarterly reports with key metrics such as impressions, engagements, top-performing posts, and areas for improvement.

Crowdsourced Content:

- Curate high-quality User Generated Content (UGC) for web and social media use.
- Establish an official usage rights system via a hashtag approval system.
- Utilize crowd-sourced images for organic social media and non-paid web use.

Cost:

Monthly Consulting



2024 Advertising Costs

Branding Creation	£22.000
Video & Photography Assets	\$32,000
2024 Winter Visitors Guide	\$90,600
Website Upgrades & New Features	\$50,765
Trade Show Booth/Promotional Items	\$175,000
	\$39,000
Digital Billboard Hardware Only	\$34,000
Branding Signage & Install	TBD
Digital and Print Advertising Buy	\$450,000
Advertising Consulting and Design Services (April - Dec. 2024)	\$112,000
Social Media Management	\$33,000

Total

\$1,016,365



Village of Angel Fire - 2024 Advertising

March 4, 2024 Monica Christofferson Carristo Creative Consulting 505.463.3190 monica@carristo.com

Terms

Client/Agency Relationship

In entering this partnership the Client agrees to utilize the creative services of Carristo Creative Consulting exclusively until the approved project is completed or cancelled. Carristo Creative Consulting will have authority to hire and manage the appropriate vendors needed to complete the project successfully.

Payment

New Clients: A minimum non-refundable deposit of 1/2 of the estimated cost is required to commence work. Retainer fees will be paid prior to each month. All other invoices are payable within 30 days. Established Clients: All invoices are payable within 30 days. Use of any artwork provided by Carristo Creative (for print or web) is conditioned upon receipt of full payment. The Client agrees to pay by check to Carristo Creative Consulting. Credit cards are not accepted.

Default of Payment

Carristo Creative Consulting reserves the right to withhold any artwork or printed materials created by Carristo Creative Consulting or any hired consultants, if payment is not received within forty-five (45) days of the final invoice date. The Client is responsible for paying all legal fees necessitated by default in payment.

Estimates

Estimated fees and expenses are based on all available information and are subject to change. Approval from the Client will be sought for any additional costs. All work performed separate from an estimated project will be billed according to the design hourly rate of \$250 p/hr. The client will be notified in advance of any charges to be incurred at the hourly rate. Estimated fees and expenses do not include NM Gross Receipts Tax. Final fees and expenses will be stated on the invoice.

Revisions

Estimates include Client requested revisions as specified on the approved cost estimate only. The Client is responsible for making additional payments for all revisions in excess of that which is stated on an estimate. Costs for revisions are based on the design hourly rate of \$250 p/hr

Expenses

All out-of-pocket expenses not listed on an estimate will be billed at cost + 25% markup. If out-of-pocket expenses not identified on the estimate become necessary, Client must be advised in advance and has the authority to approve or disapprove of such expenses. Disapproval that prevents completion of the project triggers the cancelation of the project.

Cancellation

In the event of cancellation of an assignment before completion, ownership of all artwork will be retained by Carristo Creative Consulting, and a cancellation fee equal to the amount of work completed to date plus expenses already incurred, will be paid by the Client.

Liability

The Client is responsible for proofreading and approving final artwork. Upon written or verbal approval of final artwork the Client is responsible for all costs incurred for correcting any typographical or other errors found after the approval of final artwork was given.

Ownership

Upon receipt of final payment, the Client will own and is authorized to use the final artwork. Carristo Creative Consulting retains the right to use any artwork for self-promotional purposes without seeking permission from the Client.

Acceptance of Fees and Terms

The signature of both parties is evidence of acceptance of the fees and terms listed in this contract.

Mayor of Angel Fire /Date ng/Dat eative Consulti 3/18/2024

Carristo Creative Consulting

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6751 Academy Rd. NE, Suite D-1 Albuquerque, NM 87109 (505) 463-3190 monica@carristo.com 1 Estimento

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INVOICE

BILL TO Village of Angel Fire

SHIP TO Village of Angel Fire

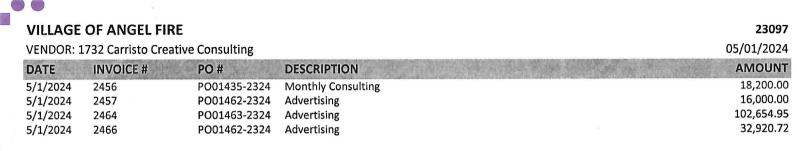
INVOICE # 2456 DATE 04/01/2024 DUE DATE 04/02/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Consulting	Monthly Consulting and Management Creative Direction, content creation, Ad management, Strategy ad planning, Meetings and Communication	1	6,500.00	6,500.00T
Design	Monthly Graphic Design Advertising Design, Event Graphics, Social Graphics, Website Management	1	9,000.00	9,000.00T
Social Media	Monthly Social Posts Manage 3 social networks, 3 posts a week, community engagement	1	2,700.00	2,700.00T

TAX

SUBTOTAL 18,200.00 0.00 TOTAL 18,200.00 BALANCE DUE \$18,200.00







CHECK TOTAL 169,775.67

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INVOICE

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BILL TO Village of Angel Fire SHIP TO Village of Angel Fire INVOICE # 2457 DATE 04/08/2024 DUE DATE 04/09/2024

ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
Design	Brand Creation - Logo Design Includes 3 original concepts 2 rounds of revisions for chosen concept 		0.50	10,250.00	5,125.00T
Design	Brand Creation - Collateral Design • Logo Library: • Business Collateral Design • Digital Design • Print Materials • Basic Ad design		0.50	9,250.00	4,625.00T
Design	gn Brand Creation - Branding Guidelines Provide an overview of the brand and create a working document that will serve as the guidelines for the Village of Angel Fire Brand moving forward. Define the purpose and importance of the design guidelines.			12,500.00	6,250.00T
		SUBTOTAL TAX TOTAL BALANCE DUE		\$16	16,000.00 0.00 16,000.00 ,000.00

Carristo Creative Consulting 6751 Academy Rd. NE, Suite D-1 Albuquerque, NM 87109 +4633190 monica@carristo.com

INVOICE

BILL TO Village of Angel Fire P.O. Box 610 Angel Fire, New Mexico 87710





SHIP TO Village of Angel Fire P.O. Box 610 Angel Fire, New Mexico 87710 INVOICE # 2464 DATE 04/25/2024 DUE DATE 04/25/2024

ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
Website Design	Website upgrades and design including new upfront	branding - Half	0.50	53,000.00	26,500.00T
Website Development	Updates to wordpress to accommodate new branding efforts Half upfront	design layouts and	0.50	100,351.00	50,175.50T
Website Development			1	399.00	399.00T
Website Development	Update operating wordpress operating syste Update PHP to current versions Work con		1	1,250.00	1,250.00T
Website Development	Book>Direct yearly subscription Will be billed	Book>Direct yearly subscription Will be billed annually		11,000.00	11,000.00T
Website Development	Book>Direct Set up fee based on number of 300 listings	listings. Estimated	310	15.00	4,650.00T
Website Development	Widget design and set up for current website	9	1	1,500.00	1,500.00T
SECOND PAYME WILL BE DUE AT	NT FOR WEBSITE DESIGN AND DEVELOPMENT LAUNCH.	SUBTOTAL TAX TOTAL BALANCE DUE		\$102	95,474.50 7,180.45 102,654.95 2,654.95

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SHIP TO Village of Angel Fire P.O. Box 610 Angel Fire, New Mexico 87710

INVOICE # 2466 DATE 04/25/2024 DUE DATE 04/26/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT	
Photography	Advertising Winter Creative Assets - 2024	1	30,618.00	30,618.00T	
	50% Final Costs - Remaining project cost will be billed upon the delivery of assets. Final Total Cost - \$55,618				
	Video :30sec Winter Highlight Reel :60sec Winter Highlight Reel Up to 5 min of Raw Footage from Shoot, Non-Exclusive, Unlimited Perpetual License Additional Edits Can Be Added				
	Photography 65 Photos - Final High Resolution Edited Gallery, Non-Exclusive Unlimited Perpetual License Option to Purchase Additional Photos				
	5 Day Shoot 10 location shoots Including: Ski Area - Skiing and Snowboarding, Tubing, Night Skiing Nordic Center - Snowshoeing, CC Skiing, Sledding Lifestyle - Families and Couples Enjoying Life/Visiting Angel Fire Sleigh Ride - Roadrunner Tours Eating Out - 3 Locations Vacation Rental 2 Locations - Deck, Fire Pit, Hot Tub				
	Fees Include: - Shoot planning/Scouting/Talent Casting - Production - Day rate including all equipment and 2-4 camera operators. - Photo and Video Post Production Processing - Music fee - Travel/Accommodation/Meals Expenses - Talent Fees				