



AGENDA
December 23, 2014
Regular Meeting

Town Council Chambers - 120 Civic Plaza Drive
1:00 PM

- 1. CALL TO ORDER BY THE HONORABLE MAYOR DANIEL R. BARRONE**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. MOMENT OF SILENCE**
- 5. APPROVAL OF AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. November 25, 2014 Regular Minutes**
- 7. PRESENTATIONS**
 - A. Girl Scout Troop 321**

Girl Scout Troop 321 will present to Mayor and Council ideas to adopt a street in the Town of Taos.
 - B. Presentation to Kit Carson Electric**

Town of Taos Manager will present to Kit Carson Electric, certificate of appreciation in support of the Town of Taos and all annual events.
- 8. CITIZENS FORUM - Citizens wishing to speak shall have the opportunity to do so for 5 minutes. No action may be taken**
- 9. PUBLIC HEARINGS**
 - A. Ordinance 14-11 Penalty Assessment**

Discussion, consideration and possible approval of Ordinance 14-11; An ordinance relating to the New Mexico Uniform Traffic Ordinance; establishing a Penalty Assessment Program; defining penalty assessment misdemeanors; and establishing listed schedule of penalty assessment.
 - B. Ordinance 14-13 Transferring 2 lots Chamisa Verde**

Discussion, consideration and possible approval of Ordinance 14-13 transferring 2

lots in the Chamisa Verde Affordable Housing Subdivision to Taos Habitat for Humanity to provide affordable housing to Taos residents.

10. MATTERS FROM STAFF

A. Resolution 14-61 New Mexico Department of Transportation 2013-2014 Cooperative Grant Agreement Time Extension

Discussion, consideration and possible approval of Resolution 14-61 to extend the completion deadline for New Mexico Department of Transportation Cooperative Agreement D13601 from December 31, 2014 to December 31, 2015.

B. Resolution 14-74 Hiring of an Immediate Family Member of Town Employee

Consideration and approval of Resolution 14-74 to hire Linda Sanchez on a full time basis as the Animal Control Officer within the Police Department. Linda is the spouse of Town employee Moises Sanchez who works for the Facilities Services Department.

C. Award of RFP SB04PO14-15 for Camino del Medio Engineering

Consideration and possible award of RFP SB04PO14-15 to Souder, Miller and Associates for planning, engineering and design services for the development of Camino del Medio in an amount to be negotiated, not to exceed a combined \$310,000 contingent upon funding, and authorization for the Mayor to enter into a contract.

D. Selection of Project for 2015 Community Development Block Grant Application

Consideration and possible selection of a project for the 2013 Community Development Block Grant Application. The Town Council will be provided with a briefing of the various projects that have been received through public hearings and Town staff prior to selecting the project.

E. Resolution 14-75 Intergovernmental Transfer Request

Discussion, consideration and possible approval of Resolution 14-75; An intergovernmental transfer of two pieces of kitchen equipment from the Town of Taos to the Taos County Office of the New Mexico Department of Veterans' Affairs.

F. Resolution 14-76 Amendment to Resolution 10-67

Consideration and possible approval of Resolution 14-76; Amending Resolution 10-67 by repealing paragraph 4. (Resolution 10-67 approved the rate structure for the collection of solid waste generated from the Town limits.)

G. Financial Update

Presentation of the monthly financial report for the period ending November 30, 2014.

H. Other Matters

I. El Pueblo Hall

Presentation, discussion and direction to staff, with possible action, with regards to the appraisal, repairs and disposition for 114 Civic Plaza Drive, aka El Pueblo Hall.

J. Eco-Park Locker Rooms

Status Report - Final Design.

11. TOWN MANAGER'S REPORT

A. Other Matters

12. MATTERS AND REPORTS FROM THE MAYOR

A. Other Matters

13. MATTERS AND REPORTS FROM THE COUNCIL

A. Other Matters

14. ADJOURNMENT

- *To request details on an agenda item please contact the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005.*
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- *For copies of this agenda please pick-up at Town Hall. You may also view the agenda and the agenda packet at <http://taospublic.novusagenda.com/>*



December 23, 2014

Title:

November 25, 2014 Regular Minutes

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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MINUTES
November 25, 2014
Regular Meeting

Town Council Chambers - 120 Civic Plaza Drive
1:00 PM

1. CALL TO ORDER BY THE HONORABLE MAYOR DANIEL R. BARRONE

The Regular Meeting of the Taos Town Council was called to order by the Honorable Mayor Daniel R. Barrone at 1:07 p.m.

2. ROLL CALL

Ms. Renee Lucero, Town Clerk, called roll and a quorum was present.

Those present were:

Mayor, Daniel R. Barrone
Mayor Pro Tem, Andrew T. Gonzales
Councilmember, Frederick A. Peralta
Councilmember, George "Fritz" Hahn
Councilmember, Judith Y. Cantu

Also present were:

Town Manager, Richard Bellis
Town Clerk, Renee Lucero
Town Attorney, Floyd Lopez

3. PLEDGE OF ALLEGIANCE

Steve Rael led the audience in the Pledge of Allegiance.

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

Move Items 13.A., 13.B., and 12.A. after Presentations.

Councilmember Peralta made a motion to approve as amended. Councilmember Gonzales seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

6. APPROVAL OF MINUTES

1 **A. October 21, 2014 Workshop Meeting Minutes**

2
3 **Councilmember Gonzales made a motion to approve. Councilmember**
4 **Peralta seconded the motion. The motion Passed. The Councilmembers**
5 **voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .**
6

7 **B. November 12, 2014 Regular Meeting Minutes**

8
9 **Councilmember Gonzales made a motion to approve. Councilmember Cantu**
10 **seconded the motion. The motion Passed. The Councilmembers voted as**
11 **follows: Ayes: Cantu , Gonzales , Hahn , Peralta .**
12

13 **7. AWARDS AND RECOGNITIONS**

14 **A. Introduction of Hired Employees**

15
16 Amy Seidel, Human Resources Director, introduced the following new hires:

17 **NEW HIRES:**

18 Brissa Martinez, Communication Specialist Trainee
19 Full-time Employee
20 Emergency Communication Department
21 Effective: 10/23/2014

22
23 Everett Huber, Communication Specialist Trainee
24 Full-time Employee
25 Emergency Communication Department
26 Effective: 11/03/2014

27
28 Josh Mondragon, Recycle Plant Operator
29 Full-time Employee
30 Public Works Department- Recycling Division
31 Effective: 11/10/2014

32
33 Matthew Mondragon, Fleet Mechanic
34 Full-time Employee
35 Public Works Department- Fleet Division
36 Effective: 11/10/2014

37 Antonio Garcia, Recreation Specialist I
38 Temporary employee for winter season
39 Youth & Family Center Department- Recreation Division
40 Effective: 10/29/2014

41 **RE-HIRES:**

42 Janice Martinez, Fixed Assets Clerk/Finance Assistant
43 Full-time Employee
44 Finance Department
45 Effective 11/03/2014

46 Previously employed with the Town of Taos as the Transit Assistant/Dispatcher for
47 the Transit Division of Public Works from 01/22/2008 thru 05/08/2014
48

Edward Tafoya, Transit Operator
Temporary Employee for the Ski Season
Public Works Department- Transportation Division
Effective 10/27/2014 with a sunset date of 04/30/2015
Previously employed last ski season as a temporary Transit Operator
from 12/30/2013 thru 04/30/2014

Francois "Butch" Ferguson, Transit Operator
Temporary Employee for the Ski Season
Public Works Department- Transportation Division
Effective 11/10/2014 with a sunset date of 04/30/2015
Previously employed as a temporary Transit Operator for the ski seasons
from 11/05/2012 thru 04/30/2013 and 12/08/2013 thru 04/30/2014

8. PRESENTATIONS

A. Resolution 14-63 Supporting Health Security Act

Presentation from Mary Feldblum, Executive Director from Health Security for New Mexican's Campaign, and discussion and possible approval of Resolution 14-63 supporting and endorsing the Health Security Act.

Ms. Feldblum stated the Health Security Act is a result of years of input and will be introduced at the New Mexico State Legislature by Senator Howie Morales, Representative Bobby Gonzales and Senator Carlos Cisneros. She further stated the Act will allow New Mexico to set up a health plan for almost all New Mexicans and would be administered by a Citizens Board. Additionally, Ms. Feldblum stated premiums will be based on income.

Councilmember Peralta asked if all private insurance companies will become obsolete should the Act become law. Ms. Feldblum stated private insurance companies would not become obsolete, as the Act would shift the role of private insurance. She explained this plan can have third party players.

A lengthy discussion ensued regarding how this legislation could affect hospitals. Councilmember Peralta expressed concern about Holy Cross Hospital losing funds as a result of this legislation.

Councilmember Hahn suggested Ms. Feldblum reach out to Dr. Michael Kaufman and Jim Peterson at Holy Cross Hospital because they have been discussing a self-insurers fund for the county of Taos.

Ms. Feldblum asked Council to consider that premiums currently go to insurance companies out of the state of New Mexico; therefore, if this legislation passes, the premiums would stay in the state.

Councilmember Hahn made a motion to approve. Councilmember Gonzales seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn . Nays: Peralta .

B. ITEM 13.A. Resolution 14-64 Sister City - Jingdezhen City, China

Discussion, consideration and possible approval of Resolution 14-64 establishing a Sister City relationship and signing a Sister City Agreement with Jingdezhen City, China.

1 Floyd Lopez, Town Attorney, presented an introduction on Jingdezhen City. He
2 explained the Sister City Program enables sister cityhood to establish relationships
3 between two cities to encourage travel and economic development.

4 Mr. Lopez introduced Xiu Dheng, co-owner of The Asian Restaurant in Santa Fe,
5 and stated Mr. Dheng and his father requested the Sister City agreement with
6 Taos. Mr. Dheng stated this is a very good opportunity for tourists to visit both cities
7 and learn about the different cultures.

8
9 **Councilmember Peralta made a motion to approve. Councilmember**
10 **Gonzales seconded the motion. The motion Passed. The Councilmembers**
11 **voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .**

12 **C. ITEM 13.B. Resolution 14-65 Sister City - Xalisco, Nayarit, Mexico**

13 **Discussion, consideration and possible action to approve Resolution 14-**
14 **65 reestablishing a Sister City relationship with Xalisco, Nayarit, Mexico.**

15 Mr. Lopez stated the Town has been in a Sister City agreement with Xalisco for
16 several years and this action reaffirms that agreement.

17
18 Councilmember Peralta stated the original agreement was initiated in 2000 and
19 was coordinated through the International City Managers Association (ICMA). He
20 explained, at that time, ICMA was working with Mexico to provide resources to their
21 City Managers.

22
23 **Councilmember Gonzales made a motion to approve. Councilmember Cantu**
24 **seconded the motion. The motion Passed. The Councilmembers voted as**
25 **follows: Ayes: Cantu , Gonzales , Peralta , Hahn .**

26
27 **D. ITEM 12.A. Marketing Contract**

28 Mr. Bellis stated the recommendation of the Lodgers Tax Advisory Board (LTAB) is
29 to allow the contract to continue through the end of the fiscal year rather than
30 remain on a month to month basis. He recommended holding a workshop meeting
31 when the new Marketing and Tourism Director is on board to discuss the issue
32 further. Additionally, he stated he has had difficulty in obtaining an advertising
33 plan and campaign plan from the contractor. Moreover, he has a problem with
34 signing off on the contractor's invoices at the end of the month as their charges are
35 for variable expenditures based on percentages.

36
37 Councilmember Peralta stated his understanding was that the contract was to be
38 paid a set amount every month. Mr. Bellis stated that was also his understanding;
39 however, he has learned that the method used by the contractor for billing is the
40 industry standard. He does not agree with government conducting business that
41 way.

42 Councilmember Gonzales expressed concern that the Lodgers Tax Advisory Board
43 (LTAB) does not feel they have a voice because invoices are paid prior to LTAB
44 review. He believes the Town should allow LTAB to use their discretion on how
45 lodgers and marketing funds are utilized. He also expressed concern about
46 learning what is going on with this contract through an article in the Taos News and
47 emails from constituents.

48 Mayor Barrone stated the Council gave Mr. Bellis direction to process this contract

1 on a month to month basis. He further stated the issue with the contract became
2 heated after the article appeared in the Taos News incorrectly specifying that the
3 Town is discontinuing the contract.

4 Councilmember Cantu requested that the contractor provide a monthly briefing to
5 the Council as well as to the LTAB.

6 Laurie Moreau, a member of LTAB, stated everyone depends largely on tourism
7 dollars and as with any brand the Town must advertise and stay in the public's
8 eye. She stated lodgers tax is generated by lodgers and a portion of that is
9 supposed to go back to market lodging establishments. She believes it is difficult to
10 do a marketing effort on a month to month basis and it is also very important to
11 continue advertising.

12 A lengthy discussion ensued regarding the marketing budget and communication
13 problems between the Town and LTAB.

14 Mayor Barrone asked if anyone from the audience would like to speak on this
15 issue.

16 Dawn Richardson, with Taos Solar Music Festival, discussed the power of festivals
17 and events. She stated by keeping the festivals alive they were able to bring
18 Mumford and Sons to Taos. She further stated other municipalities have figured
19 out that large events bring people and money, increasing tourism and revenues.

20 Councilmember Gonzales stated he believes in having large events; however, they
21 need to draw more than local crowds. Mumford and Sons was successful, but the
22 Kongos drew more locals than people from out of town.

23 Councilmember Peralta stated he believes the events need to be more than one
24 day so that visitors can do other things besides attend the event.

25 Ken Blair, member of LTAB for many years, stated as a board member he often
26 saw misuse of lodgers tax funds. He believes the Town needs a professional
27 advertising agency to advertise nationally and there needs to be consistency. Mr.
28 Blair further stated the Town needs to study the national trends, not only the local
29 trends and believes the contractor has done an excellent job.

30 Jerry Davis, owner of Inn on La Loma Plaza, stated countless hours have been
31 spent on marketing Taos. He would hate to see all of those hours go to waste.

32 Mitch Miller, a producer of events, stated the ability to quantify the success of the
33 Kongos event is a challenge. He believes because of the Kongos event, the Fall
34 Arts Festival was successful. Councilmember Gonzales agreed that events are
35 needed; however, he believes they need to be more consistent.

36 Councilmember Hahn stated he does not see a disconnect with long term
37 marketing planning and believes the Taos Fall Arts was on the verge of failing and
38 the Kongos event helped revitalize it. He suggested that new Marketing Director
39 work with LTAB and their subcommittees immediately and guide the Town. The
40 Marketing Director will need to quickly develop a mission, goals and objectives. He
41 believes if the Council approves the contract through the end of the fiscal year,
42 the new Marketing Director will be locked into the contract.

Councilmember Peralta disagreed as the contract should be through end of the fiscal year. He clarified the Marketing Director will still be allowed to provide input and will be able to analyze whether to continue with the marketing contract. Councilmember Gonzales agreed with Councilmember Peralta.

Joanie Griffin, with Griffin and Associates, stated she cannot commit to any advertising or campaigns with the current month to month contract and she should be able to commit beyond the current month. She stated she needs people she can report to. Councilmember Gonzales asked where the disconnect is in communication. Ms. Griffin stated she has a lot of difficulty communicating with Mr. Bellis since it is difficult to reach him. She also stated the Town needs to keep the momentum going and her hands are tied with a month to month contract.

Councilmember Gonzales asked Mr. Bellis what is the reason for disconnect. Mr. Bellis stated he does not believe there is a disconnect as he has communicated with Ms. Griffin on several occasions.

Discussion ensued regarding the communication issues. Ms. Griffin stated if she continues with this contract there needs to be clear direction on who she is supposed to work with. Mayor Barrone stated he gave Ms. Griffin his phone number and has never heard any complaints. He asked her to contact him directly if she cannot get in touch with Mr. Bellis.

Councilmember Peralta made a motion to continue the contract through June 30, 2015 and continue the marketing plan going forward. Councilmember Gonzales seconded the motion.

For discussion Mayor Barrone asked who scrutinizes the invoices to ensure the Town stays within the budget. Marietta Fambro, Finance Director, stated the Deputy Town Clerk reviews the invoices to prepare the voucher and contacts Griffin and Associates if additional backup or clarification is needed.

Further discussion ensued regarding the contractor marking-up advertising costs to the Town after they receive a discount. Ms. Griffin stated this is a standard agency practice. Councilmember Peralta asked Ms. Griffin if the Town pays the agency a set fee plus a commission. Ms. Griffin stated yes.

The motion Passed. The Councilmembers voted as follows: Ayes: Cantu, Gonzales, Peralta. Nays: Hahn.

9. CITIZENS FORUM - Citizens wishing to speak shall have the opportunity to do so for 5 minutes. No action may be taken

- Paul Cross thanked the Town for holding the farmers market at Taos Plaza. He stated Mr. Bellis' support made it a success.
- Stephens Hall stated Griffin and Associates has a contract for \$385,000 and asked if they are also paid for additional services. Mayor Barrone stated the Town Attorney will be evaluating the contract. Mr. Hall stated standard industry practices should not matter and the Town should do the contract the way they want to do it.

10. CONSENT AGENDA

The items in the Consent Agenda below have been reviewed by the Mayor and the

Mayor has placed these items on the Consent Agenda for the purpose of voting on all items with one vote.

A. Consideration and Possible Approval Of Memorandum of Understanding (MOU)

Consideration and Possible approval of Memorandums of Understanding (MOUs) with the six (6) outlying Mutual Domestic Water Consumer Associations (MDWCAs) within the Taos Fire Departments' response district. These MOUs will guarantee that the Taos Fire Department will have access to tested and maintained water supplies while responding for firefighting purposes outside of the Town of Taos limits.

Councilmember Peralta made a motion to approve. Councilmember Gonzales seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

11. MATTERS FROM STAFF

A. 28th Annual Yuletide Caroling & Tree Lighting

Discussion, consideration and possible action or direction to staff concerning the closure of the Taos Plaza to vehicular traffic on Friday, December 5, 2014 from 3:00 p.m. to 6:30 p.m. for the Yuletide Caroling & Tree Lighting Event.

Lieutenant David Maggio recommended that the Plaza be closed for this event for the safety of the children.

Mayor Barrone thanked Judy Esquibel, Special Events Coordinator, for her hard work on this event and for all the holiday decorations. He further stated he has challenged the merchants in the historic district to decorate their businesses and prizes will be given to the business with the best decorations.

B. Resolution 14-62 Septic Hauling Administrative Policies and Fee Structure

Discussion, consideration and possible approval of Resolution 14-62 revising the administrative policies and fee structure for septic tank waste being disposed at the Taos Valley Regional Wastewater Treatment Facility to allow for disposal twenty-four hours per day, seven days per week. This Resolution will replace Resolution 14-56.

Francisco "French" Espinoza, Public Works Director, stated the Council directed him to revise resolution 14-56 which establishes the administrative policies and fee structure pertaining to septic hauling at the treatment plant.

Steve Rael, owner of S&R Septic Services, stated his attorney wrote a letter and requested that he be given time to prepare for this action. He stated this is an environmental issue. Mr. Bellis stated the Mayor and Council previously received a letter from Mr. Rael's attorney threatening litigation and citing Mr. Rael's concerns. As a result, the Council directed the treatment plant's management company to do a best practices evaluation of the existing procedures. The evaluation indicated, in comparison to similar operations, the Town met or exceeded any standards required by the Environmental Protection Agency; therefore, the Town found no merits with Mr. Rael's concerns.

Councilmember Hahn stated he walked through the entire treatment plant and septic hauling station and he believes the area is safe, appropriate, and needs to be open twenty-four hours per day, seven days per week.

Councilmember Peralta made a motion to approve. Councilmember Gonzales seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

C. Resolution 14-66 - Annual Inventory Certification

Discussion, consideration and possible approval of Resolution 14-66 certifying the annual physical inventory of movable chattels and equipment costing more than \$5,000 for fiscal year end June 30, 2014.

Ms. Fambro stated, in the past, the annual inventory of items \$5,000 and over has inadvertently not been approved and certified by the governing body. As a result, last year's audit included an audit finding. Furthermore, she stated in the future, the annual inventory will be presented to the Council for action during the month of August, as required by State Statute.

Councilmember Hahn made a motion to approve. Councilmember Cantu seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn .

Councilmember Peralta stepped out during the vote.

D. Financial Update

Presentation of the monthly financial report for the period ending October 31, 2014.

Ms. Fambro provided the following report:

Revenues - Gross Receipts Tax - October's tax distribution (August's activity) was up 9.59% over 2013-2014. The most significant categorical increases were in Construction at \$38,814 (125%) and Retail Trade at \$32,706 (10%). The most significant categorical decreases were in Accommodation & Food Services at \$10,683 (7.53%) and Other Services at \$4,833 (8.17%). The gross receipts tax projections from last month remain at .5% down through the end of the year. Council will be informed of any substantial increases or decreases changing the projections. The year-to-date growth rate is down 2.84% using last year's actuals for comparison. Overall General Fund revenues are down 4.0% from last year at this time.

Expenditures – For the month of October most departments are within 10% compared to last year's expenditures. Overall, General Fund expenditures are up 7% from last year at this time.

Ending Balance – The reserves remain the same, with a state mandate of 1/12th along with an additional 34 days of a reserve balance. Based on the Town's projection of a 1.5% decrease, the reserve will stay the same since expenditures were decreased in the same amount during the same period. It is important to keep the reserve in place as a conservative plan.

Discussion ensued regarding the 125% increase in revenues in the construction category. The Council requested that Ms. Fambro provide a breakdown of projects

that contributed to this increase.

12. TOWN MANAGER'S REPORT

A. Other Matters

Mr. Bellis stated the lease for the restroom at Kit Carson Museum has expired. He stated the Facilities Services Department has advised that the restroom does not get used very much by the public and requested direction from the Council. He explained if the Town renews the lease there will need to be substantial remodeling. The Council directed Mr. Bellis to bring the matter back as an action item.

Additionally, Mr. Bellis stated there is currently a policy that allows customers to deliver their first 2,000 pounds of solid waste to the landfill for free. He asked if the Council wants him to prepare a resolution rescinding that policy. The Council stated yes.

13. MATTERS AND REPORTS FROM THE MAYOR

14. MATTERS AND REPORTS FROM THE COUNCIL

A. Other Matters

Mayor Barrone stated Kim Miera was in attendance at the meeting but could not stay. She left blue ribbons in support of Diabetes Awareness Month.

Councilmember Peralta stated the Cumbres Toltech Scenic Railroad is offering free rides on December 6th and December 13th to families that bring non-perishable goods for the food pantry in Farmington. He suggested going to their website to make a reservation. He stated there is also a train that travels from Antonito, Colorado that supports Toys for Tots in Colorado.

Councilmember Cantu stated she attended the National Association of Elected Officials (NALEO) Conference in Washington DC. She stated NALEO is a top-notch association and the speakers are mentors and provide a lot of support for government officials. She further stated they discussed ethical behavior and provided examples on issues to be aware of. Additionally, Councilmember Cantu stated NALEO paid for her flight and accommodations. Councilmember Gonzales emphasized that any opportunity the Council has to attend these conferences is well worth it, especially if costs are paid by another entity.

Mayor Barrone discussed insurance and workers compensation claims which resulted in approximately \$200,000 in money that did not come to the Town. He stressed, if employees can be safer, our premiums would be lower and they could get raises.

15. EXECUTIVE SESSION

A. PERSONNEL MATTERS

(Executive and Public Session Informational Items/Action Items)
Discussion, consideration and decisions regarding certain personnel matters, including but not limited to various Town positions including the Animal Control Officer, Planning and Zoning Director, and Marketing and

Tourism Director. These items may be discussed in closed session under Open Meetings Act exemption 10-15-1-(H)(2), which allows for discussion of limited personnel matters.

B. PENDING LITIGATION

(Executive and Public Session Informational Items/Action Items) Discussion, consideration and decision of two matters regarding pending and/or threatened litigation. This item may be discussed in closed session under Open Meeting Act exemption 10-15-1(H)(7), which allows for discussion of pending or threatened litigation.

C. ACQUISITION OF WATER RIGHTS

(Executive and Public Session Informational Items/Action Items) Discussion, consideration and decision of two matters regarding the purchase of water rights. This item may be discussed in closed session under Open Meetings Act exemption 10-15-1(H)(8), which allows for discussion of purchase, acquisition or disposal of water rights.

Councilmember Peralta made a motion to go into Executive Session. Councilmember Cantu seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn and Peralta.

At 7:30 p.m., Councilmember Peralta made a motion to come out of Executive Session. Councilmember Cantu seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn and Peralta.

Mr. Lopez stated discussion in the Executive Session was limited to the items as they were called for and no action was taken. Councilmember Hahn made a motion to accept the Town Attorney's report. Councilmember Peralta seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn and Peralta.

16. ADJOURNMENT

A motion was made by Councilmember Hahn and seconded by Councilmember Peralta to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 7:31 p.m.

APPROVED:

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

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December 23, 2014

Title:

Girl Scout Troop 321

Summary:

Girl Scout Troop 321 will present to Mayor and Council ideas to adopt a street in the Town of Taos.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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No Attachments Available



December 23, 2014

Title:

Presentation to Kit Carson Electric

Summary:

Town of Taos Manager will present to Kit Carson Electric, certificate of appreciation in support of the Town of Taos and all annual events.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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No Attachments Available



December 23, 2014

Title:

Ordinance 14-11 Penalty Assessment

Summary:

Discussion, consideration and possible approval of Ordinance 14-11; An ordinance relating to the New Mexico Uniform Traffic Ordinance; establishing a Penalty Assessment Program; defining penalty assessment misdemeanors; and establishing listed schedule of penalty assessment.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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ORDINANCE 14-11

AN ORDINANCE RELATING TO THE NEW MEXICO UNIFORM TRAFFIC ORDINANCE ADOPTED BY THE TOWN OF TAOS; ESTABLISHING A PENALTY ASSESSMENT PROGRAM; DEFINING PENALTY ASSESSMENT MISDEMEANORS; AND ESTABLISHING LISTED SCHEDULE OF PENALTY ASSESSMENTS.

SECTION 1.

This Ordinance may be cited as the Town of Taos Penalty Assessment Program.

SECTION 2.

- A. As used in the New Mexico Uniform Traffic Ordinance adopted by the Town of Taos, New Mexico, "penalty assessment misdemeanor" means violation of the following listed sections of the New Mexico Uniform Traffic Ordinance, for which the listed penalty assessment is established:

<u>SECTION VIOLATED</u>	<u>COMMON NAME OF OFFENSE</u>	<u>PENALTY ASSESSMENT</u>
--------------------------------	--------------------------------------	----------------------------------

TRAFFIC	DESCRIPTION	PENALTY AMOUNT
12-10-4 (A)	Improper display of registration plate.	\$25.00
12-6-12.23	Permitting unauthorized minor to drive.	\$50.00
12-6-1.3 (I)	Failure to obey sign or signal	\$10.00
12-6-1.21	Speeding	
	(1) up to and including 10 miles an hour over the speed limit	\$15.00
	(2) from eleven up to and including fifteen miles an hour over the speed limit	\$30.00
	(3) from sixteen up to and including twenty miles an hour over the speed limit	\$65.00
	(4) from twenty-one up to and including twenty-five miles an hour over the speed limit	\$100.00

	(5) from twenty-six up to and including thirty miles an hour over the speed limit	\$125.00
	(6) from thirty-one up to and including thirty-five miles an hour over the speed limit	\$150.00
	(7) more than thirty-five miles hour over the speed limit	\$200.00
12-6-1.5	Minimum speed	\$10.00
12-6-5.7	Improper starting	\$10.00
12-6-2.7	Improper passing	\$10.00
12-6-4.2 12-6-5.4 12-6-5.5 12-6-5.6	Improper turning	\$10.00
12-6-2.13	Following too closely	\$10.00
12-6-4	Failure to yield right of way	\$50.00
12-6-14.2 A	Failure to yield to pedestrian	\$10.00
12-6-7.3	Stopping for a school bus	\$100.00
12-6-5.8 12-6-5.9	Failure to use signals	\$10.00
12-7-6	Minor on motorcycle without a helmet	\$300.00
12-6-6, et sq	Improper Parking	\$5.00
12-10-1.6.A	Dim of Lights (500 ft.)	\$10.00
13-6-13.9	Occupied moving house trailer	\$5.00
12-6-13.14	Open Container 1 st violation	\$25.00

- B. The term “penalty assessment” does not include any violation which has caused or contributed to the cause of an accident resulting in injury or death to any person.
- C. When an alleged violator of a penalty assessment misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, no fine imposed upon later conviction shall exceed the penalty assessment established for the particular penalty assessment misdemeanor and no probation imposed upon a suspended or deferred sentence shall exceed ninety days.

SECTION 3. PENALTY ASSESSMENT MISDEMEANORS; OPTION; EFFECT

- A. Unless a warning notice is given, at the time of making an arrest for a penalty assessment misdemeanor, the arresting officer shall offer the alleged violator the option of accepting a penalty assessment. The violator’s signature on the penalty assessment notice constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the prescribed penalty assessment is a complete satisfaction of the violation.
- B. Payment of any penalty assessment must be made by mail to the Town of Taos Municipal Court within 30 days from the date of arrest. The Court shall issue a receipt when a penalty assessment is paid by currency, but a check tendered by the violator upon which payment is received is sufficient receipt.

- C. No record of any penalty assessment payment is admissible as evidence in any court in any civil action.

SECTION 4. FAILURE TO PAY PENALTY ASSESSMENT

- A. If a penalty assessment is not paid within 30 days from the date of arrest, the violator shall be prosecuted for the violation charged on the penalty assessment notice in a manner as if the penalty assessment notice had not been issued. Upon conviction in such prosecution, the court shall impose penalties as provided by the New Mexico Uniform Traffic Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense charged, and the scheduled penalty assessments shall not apply.
- B. In addition to the prosecution provided for in Section 4A, it is a misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within 30 days from the date of arrest.
- C. The Office of the Municipal Court shall notify the Motor Vehicle Division of the State of New Mexico when a person fails to pay a penalty assessment within the required period of time. The Motor Vehicle Division shall report the notice upon the driver's record and shall not renew the person's license to drive until the Municipal Court notifies the Motor Vehicle Division that the penalty assessment, or its equivalent, as well as any additional penalties imposed are properly disposed of.

SECTION 5. SEVERABILITY

- A. If any section, subsection, sentence, clause, phrase or any portion of this ordinance if for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

ORDAINED, ADOPTED, AND APPROVED this 23rd of December, 2014 by the following vote:

Mayor Pro Tem Frederick A. Peralta	_____
Councilmember Andrew T. Gonzales	_____
Councilmember George (Fritz) Hahn	_____
Councilmember Judith (Judi) Y Cantu	_____


TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



Floyd W. Lopez, Town Attorney



December 23, 2014

Title:

Ordinance 14-13 Transferring 2 lots Chamisa Verde

Summary:

Discussion, consideration and possible approval of Ordinance 14-13 transferring 2 lots in the Chamisa Verde Affordable Housing Subdivision to Taos Habitat for Humanity to provide affordable housing to Taos residents.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

 [Ordinance 14-13](#)



ORDINANCE 14-13

AN ORDINANCE TO AUTHORIZE THE TRANSFER OF TWO LOTS IN THE CHAMISA VERDE SUBDIVISION TO HABITAT FOR HUMANITY OF TAOS FOR THE PURPOSES OF CONSTRUCTING AFFORDABLE HOUSING PURSUANT TO THE TOWN OF TAOS AFFORDABLE HOUSING PROGRAM, AND REPEALING ORDINANCE 13-10

WHEREAS, in accordance with the Affordable Housing Ordinance (Ordinance), the Town issued a Request for Proposals (RFP) for certain infill lots in the Chamisa Verde Subdivision; and

WHEREAS, the Town reviewed the responses to the RFP and made recommendations based upon their review and the New Mexico Mortgage Finance Authority approved the proposed transfer, pursuant to the Ordinance; and

WHEREAS, the town council has determined that increasing the amount of affordable housing is a major economic goal of the Council; and

WHEREAS, the Town Council recognizes the prior efforts of Habitat for Humanity of Taos (Habitat) resulting in the availability of more affordable housing in the Town.

NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Taos, Taos, New Mexico, that:

Lots 26 and 27 Chamisa Verde Subdivision described further to wit:

Lot 26: Chamisa Verde Subdivision, Taos, New Mexico, as filed in Plat Cabinet D at Page 18-B, Records of Taos County, New Mexico.

Lot 27: Chamisa Verde Subdivision, Taos, New Mexico, as filed in Plat D at Page 18-B, Records of Taos County, New Mexico

Both lots be and hereby are granted to Habitat for Humanity of Taos for the sole purpose of constructing affordable single family homes thereon to be transferred forthwith by the Town to Habitat in an instrument pursuant to the terms and conditions of the Town of Taos Affordable Housing Ordinance, the rules and regulations of the NMMFA and the response to the RFP and subject to immediate reverter to the Town in the presence of an uncured default in any of those provisions.

NOW, THEREFORE, BE IT FURTHER ORDAINED, by the Town Council of the Town of Taos, Taos New Mexico, that Ordinance 13-10 shall be, and hereby is, repealed.

That the Mayor be and hereby is authorized forthwith to execute any deed as is deemed appropriate by the Town Attorney to fulfill the conditions of transfer listed hereinabove.

PASSED, APPROVED AND ADOPTED this 23rd day of December 2014, by the following vote:

Mayor Pro-Tem Andrew T. Gonzales	_____
Councilmember Frederick A. Peralta	_____
Councilmember George (Fritz) Hahn	_____
Councilmember Judith Cantu	_____

TOWN OF TAOS

Dan Barrone, Mayor

ATTEST:

APPROVED AS TO FORM:

Renee Lucero, Town Clerk

Floyd W. Lopez, Town Attorney



December 23, 2014

Title:

Resolution 14-61 New Mexico Department of Transportation 2013-2014 Cooperative Grant Agreement Time Extension

Summary:

Discussion, consideration and possible approval of Resolution 14-61 to extend the completion deadline for New Mexico Department of Transportation Cooperative Agreement D13601 from December 31, 2014 to December 31, 2015.

Background:

This agreement is for the construction of Camino de la Placita. The project has been bid out twice, both times coming in over budget. We are currently looking at two ways to complete this project. The first being additional grant funding. The second being to scale back the project.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

 [Resolution 14-61](#)



RESOLUTION 14-61

A CONTRACT FUNDING RESOLUTION TO EXTEND COOPERATIVE AGREEMENT NO. D13601 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Town of Taos and the New Mexico Department of Transportation (NMDOT) entered into Cooperative Agreement D13601 (Agreement) for the construction of public roadways, streets and drainage; and

WHEREAS, in said Agreement, the Town of Taos agreed to provide a twenty-five percent (25%) matching share in the amount of \$16,194 and NMDOT agreed to provide a seventy-five (75%) matching share in the amount of \$48,581.00 of the total project cost of \$64,775.00; and

WHEREAS, the Town of Taos has bid out the construction for this project; and

WHEREAS, the Town of Taos supports the project and requests a time extension until December 31, 2015 within which to complete the project;

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF TAOS, NEW MEXICO that Agreement D13601 be amended as follows:

Section Three, Paragraph 10: Strike "December 31, 2012" and insert "December 31, 2015" in lieu thereof.

Section Fifteen, Paragraph 1: Strike "December 31, 2012" and insert "December 31, 2015" in lieu thereof.

Section Fifteen, Paragraph 3: Strike "December 31, 2012" and insert "December 31, 2015" in lieu thereof.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

PASSED, APPROVED and ADOPTED, this 23rd day of December 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales
Councilmember Judith Y. Cantu
Councilmember George "Fritz" Hahn
Councilmember Frederick A. Peralta

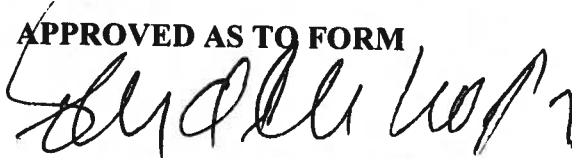
TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



Floyd W. Lopez, Town Attorney



December 23, 2014

Title:

Resolution 14-74 Hiring of an Immediate Family Member of Town Employee

Summary:

Consideration and approval of Resolution 14-74 to hire Linda Sanchez on a full time basis as the Animal Control Officer within the Police Department. Linda is the spouse of Town employee Moises Sanchez who works for the Facilities Services Department.

Background:

The employment of Linda Sanchez will not create a direct or indirect supervisor/subordinate relationship nor a conflict of interest.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

☐ [Resolution 14-74 Hiring of an Immediate Family Member of Town Employee](#)



RESOLUTION 14-74

A RESOLUTION OF THE TOWN OF TAOS COUNCIL APPROVING THE HIRING OF AN IMMEDIATE FAMILY MEMBER OR A CURRENT TOWN EMPLOYEE

WHEREAS, Part six (6) of the Town of Taos Personnel Policy states the town shall not permit the hiring, promotion, or direct supervision of an employee who is related by blood or marriage within the third degree to a current town employee, unless approved by majority of the Council: and

WHEREAS, The Town of Taos has recommended for hire Linda Sanchez on a full time basis as the Animal Control Officer within the Police Department. Linda is the spouse of Town employee Moises Sanchez who works for the Facilities Services Department; and

WHEREAS, the employment of Linda Sanchez would not create a direct or indirect supervision/subordinate relationship nor create an actual conflict of interest.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Taos that the employment of Linda Sanchez be approved by the majority vote of the Council.

PASSED, APPROVED and ADOPTED, this 23rd day of December, 2014, at the Regular Meeting of the Town Council by the following vote:

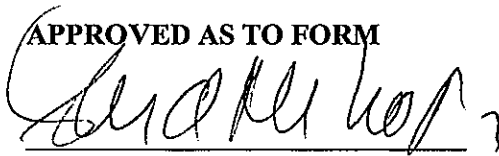
Mayor Pro Tem Andrew T. Gonzales _____
Councilmember Judith Y. Cantu _____
Councilmember George A. "Fritz" Hahn _____
Councilmember Frederick A. Peralta _____

TOWN OF TAOS

Daniel Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM


Floyd W. Lopez, Town Attorney



December 23, 2014

Title:

Award of RFP SB04PO14-15 for Camino del Medio Engineering

Summary:

Consideration and possible award of RFP SB04PO14-15 to Souder, Miller and Associates for planning, engineering and design services for the development of Camino del Medio in an amount to be negotiated, not to exceed a combined \$310,000 contingent upon funding, and authorization for the Mayor to enter into a contract.

Background:

Proposals were reviewed by a four person panel made up of Town staff and community members at large. Funding for this project is supported through New Mexico Legislative Appropriation 14-2104 in the amount of \$180,000 as awarded to the Town of Taos and a companion grant supported through New Mexico Legislative Appropriation 14-2103 in the amount of \$130,000 as awarded to Taos County for which the Town of Taos will serve as fiscal agent.

Staff Recommendation:

Staff recommends approval in an amount not to exceed \$310,000. Should the severance tax bonds used to secure grant 14-2103 not be sold, staff would recommend awarding RFP SB 04 PO 14-15 in an amount not to exceed \$180,000 for grant 14-2104 which has funding secured.

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

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- ☐ [Grant Agreement 14-2104](#)
- ☐ [RFP SB04PO14-15](#)
- ☐ [RFP Tabulation](#)

Contract Number: _____
Vendor Number: 0000054367
Control Number: C5142104

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, by and between the Department of Transportation, P.O. Box 1149, Room 126, Santa Fe, New Mexico 87504-1149, hereinafter called the "Department" and Town of Taos, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, HB55, Chapter 66, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID 14-2104 NMDOT Control Number C5142104 \$180,000
APPROPRIATION REVERSION DATE: 6/30/2018
Laws of 2014 HB55, Chapter 66, Section 25, Sub Section 79, One Hundred Eighty Thousand Dollars and No Cents (\$180,000) to acquire easements for and to plan, design and construct road, drainage and utility improvements to camino del Medio in Taos in Taos county.

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Eighty Thousand Dollars and No Cents \$180,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, , \$0.00, which equals One Hundred Eighty Thousand Dollars and No Cents \$180,000 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." "Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Town of Taos

Name: Richard Bellis

Title:

Address: 400 Camino de la Placita, Taos, New Mexico 87571

Email:

Telephone:

Department: Department of Transportation District 5 Office

Name: Susan Godina

Title: Local Government Road Fund Coordinator

Address: P.O. Box 4127, Santa Fe, NM 87502

Email: Susan.Godina@state.nm.us

Telephone: 505-995-7787

FAX: 505-827-9509

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2018 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and

deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each

month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any

account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local

jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of

law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Town of Taos may immediately terminate this Agreement by giving Contractor written notice of such termination. The Town of Taos's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Town of Taos or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Town of Taos or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Town of Taos may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Town of Taos only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's

sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION


Cabinet Secretary or Designee

Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY
THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**


By: Cynthia Christ

Its: Assistant General Counsel


Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

☐ PERIODIC REPORT ☐ FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

☐ **PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
Complete Mailing, including Suite, if applicable
City State Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Grant Amount: _____
B. AIPP Amount (If Applicable) _____
C. Funds Requested to Date: _____
D. Amount Requested this Payment: _____
E. Grant Balance: \$0.00
F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)
G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:
(check one)

(Jan-Jun) ☐ Fiscal
(Jul-Dec) ☐ Year

IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

Grantee Representative

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3**

DATE: _____

TO: **Grantee Representative:** _____

FROM: **Department Representative:** _____

SUBJECT: **Notice of Obligation to Reimburse Grantee**

Project Number: _____

As the designated representative of the Department for Grant Agreement number C5142104 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____

Third Party Obligation Amount: _____
Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT A

CAPITAL OUTLAY PROJECT SCOPE AND TERMINI FORM

Appropriation ID: _____ Control Number: _____

Specific Roadway Project Information

Route #(s)/Road #(s)/Road Name(s)	Begin Termini (Mile Post if applicable)	End Termini (Mile Post if applicable)

Estimated Cost in each area that this appropriation will be utilized for

Planning	Design	Construction	Other (specify)

Provide a Detailed Project Scope In Space Below

Include items such as pavement rehab or construction/reconstruction, shoulder widening, intersections, bridge replacement or rehab, bike paths/lanes, sidewalks or other type of pedestrian facilities, structural improvements, drainage improvements, lighting or signal improvements, signing, striping, right of way acquisition, & all other pertinent information.

Tribal/Local Government Agency Name: _____

(Signature)* (Printed Name) (Date)

(Title) (Telephone Number)

*Must be signed by authorized officer who has knowledge of the representations contained in this Form.

When complete fax or e-mail form to:	Sean Sandoval
	New Mexico Department of Transportation (NMDOT)
	Phone: 505-476-3784
	Fax: 505-827-5640
	Sean.sandoval@state.nm.us
<i>Tribal/Local Government Agencies must complete each section. Failure to do so may cause delays in the review of your project for the funding agreement process.</i>	

ATTACHMENT A

The Town of Taos shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Town of Taos shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.

ATTACHMENT A

6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



TOWN OF TAOS, NM
REQUEST FOR PROPOSALS
FOR
ENGINEERING SERVICES FOR CAMINO DEL MEDIO IMPROVEMENTS

Control Number: SB04PO14-15
NMDOT Control Number: C5142104

Issue Date: Thursday, September 11, 2014

Proposal Question Deadline: Friday, September 26, 2014 at 4:00 p.m. local time

Pre-Response Conference: Thursday, September 25, 2014 at 2:00 p.m. local time
Public Works Office 1030 Dea Lane, Taos, NM 87571

Response Deadline: Wednesday, October 15, 2014 at 4:00 p.m. local time

Deliver to: Town of Taos
Finance Department/Purchasing
400 Camino de la Placita Room 202
Taos, NM 87571

Purchasing Contact: Sharon Voigt, Procurement Officer
Finance Department-Purchasing
Phone: (575) 751-2029
Email: svoigt@taosgov.com

Introduction

The Town of Taos is requesting competitive sealed proposals for the selection of a professional firm to provide Engineering Services including preliminary design, final design, bidding and negotiating and construction phase for Camino del Medio improvements. Professional Engineering Services include the preparation of civil construction drawings, technical specifications and contract documents for improvements to Camino del Medio from the intersection of State Road 240. (Approximate length 3.07 miles)

Description: A copy of this solicitation can be obtained from the Town of Taos website at www.taosgov.com/finance/solicitation/php until the expiration date of this solicitation. It is incumbent upon the Respondent to check the website for additional information and/or addenda. The solicitation can also be obtained from Sharon Voigt, Procurement Officer, Town of Taos Purchasing Division, 400 Camino de la Placita - Room 202, Taos, NM 87571. If you have any questions, please call (575) 751-2025 or email svoigt@taosgov.com.

Written questions regarding the substance of the solicitation or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Proposal Question Deadline indicated above.

Sealed Responses are due prior to the Response Deadline indicated above and must be delivered to the Purchasing Division, located at Taos Town Hall, Room 202, 400 Camino de la Placita, Taos, NM 87571. Late responses will not be accepted.

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SECTION 1 - INSTRUCTIONS

- 1) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, the Town of Taos (Town) desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a Successful Respondent(s) is selected, all requests for clarification or additional information regarding this solicitation or contacts with the Town personnel concerning this solicitation or the evaluation process must be solely to the contact person (or her designee) listed on the cover page of this solicitation.

A violation of this provision is cause for the Town to reject the Respondent's Response. If it is later discovered that a violation has occurred, the Town may reject any Response or terminate any contract awarded pursuant to this solicitation. No direct contact regarding this document with other Town employees, the Towns' contractors' or other entities working with the Town are permitted.

- 2) **PRE-RESPONSE INFORMATION AND QUESTIONS:** Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Respondents are advised to rely only upon the contents of this solicitation, its accompanying documents and any written clarifications or addenda issued by the Town. If a Respondent finds a discrepancy, error, or omission in the solicitation package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this solicitation, so that written clarification may be sent to all prospective Respondents. **THE TOWN IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing. No contact regarding this document with other Town employees is permitted. All answers will be issued in the form of a written addendum.
- 3) **SOLICITATION MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Response Deadline at the discretion of the Town. It is the Respondent's responsibility to periodically check the Town's website until the posted Response Deadline to obtain any issued addenda.
- 4) **PRE-RESPONSE MEETING:** The date, time and location of the meeting, if any, are indicated on the cover page of this solicitation. All Respondents are strongly encouraged to attend any scheduled meetings.
- 5) **RESPONSE SUBMISSION:** To be considered, the Response must be prepared in the manner and detail specified in this RFP.
- a. Responses must be submitted to Sharon Voigt, Town Purchasing Division, 400 Camino de la Placita, Taos, NM 87571, before the date and time indicated as the deadline. It is each Respondent's responsibility to ensure that the Purchasing Division receives its Response prior to the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except for legal holidays.
 - b. Responses received after the above deadline will not be accepted and will be returned to the Respondent unopened. The Purchasing Division's timestamp shall be the official time.
 - c. The opening of a Response does not constitute the Town's acceptance of the Respondent as a responsive and responsible Respondent.
 - d. Responses must be enclosed in a **sealed envelope, box, or package**, and clearly marked on the outside with the following: Project Name, Control Number, Deadline date and time, and Respondent's name, address, phone, fax, and contact name.
 - e. Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the solicitation and specifications and terms of the Form of Contract, and the Town's Procurement Policy and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - f. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.

- g. Responses sent by telegraph, facsimile, or other electronic means will not be considered.
 - h. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Respondent's sole responsibility; no such costs will be reimbursed to any Respondent. All documentation submitted with the Response will become the property of the Town.
 - i. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).
- 6) **RESPONSE SIGNATURES:** An authorized official must sign the Responses. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the Town if the Respondent is determined to be the most responsive and responsible Respondent.
- 7) **CONTRACT AWARD:** The Town reserves the right to withdraw the solicitation, to award to one Respondent, to any combination of Respondents, by item, group of items, or total solicitation. The Town may waive informalities if it is in the Town's interest. The award shall be made to the responsible respondent whose proposal is the most advantageous to the Town taking into consideration the evaluation factors set forth in the solicitation. Qualifications-based proposals are based on respondents' qualifications to perform the required scope of work and are not based solely on price. Responses will be evaluated and assigned scores. The Respondent(s) to whom the recommendation to award is made will be notified at the earliest possible date. The Town will then negotiate a contract with the top ranked Respondent for a firm fixed price agreeable to both parties. If, for any reason, a contract is not executed with the selected Respondent within 14 days, then the Town may recommend the next most responsive and responsible Respondent. Award of this solicitation is contingent upon the availability of funds for this project, within the sole discretion of the Town. Acceptance of the Respondent's solicitation does not constitute a binding contract. There is no contract until the Town's policies have been fulfilled. The Town is not liable for performance costs until the successful Respondent has been given a fully executed contract. Failure to accept the terms and conditions of the Town's Standard Contract may deem the Respondent non-responsive.
- 8) **RESPONSE MODIFICATIONS:** Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Procurement Officer.
- 9) **DUPLICATE RESPONSES:** No more than one (1) Response from any Respondent, including its subsidiaries, affiliated companies and franchisees will be considered by the Town. In the event multiple Responses are submitted in violation of this provision, the Town will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.
- 10) **WITHDRAWAL:** Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.
- 11) **REJECTION:** The Town reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Procurement Officer or designee that the best interest of the Town will be served by doing so. The Town may reject any Response from any person, firm or corporation in arrears or in default to the Town on any contract, debt, or other obligation, or if the Respondent is debarred by the Town from consideration for a contract award, or if Respondent has committed a violation of the ethics or anti-kickback provisions of the Town's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
- 12) **PROCUREMENT POLICY:** Procurement for the Town will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Town. The Town Chief Executive Officer has the vested authority to execute all Town contracts, subject to Council approval where required.
- 13) **COMPLIANCE WITH LAWS:** The Respondent must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Respondents that may result. In submitting a proposal, the Respondent represents that the Respondent has familiarized himself with the nature and extent of the solicitation dealing with federal, state, and local requirements that are part of this solicitation. The successful Respondent(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the

successful Respondent(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

- 14) **NON-DISCRIMINATION:** The Town will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Respondent must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Respondent must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 15) **NO RESPONSE:** Businesses who receive this solicitation but who do not submit a Response should return a notice stating the reason(s) for not responding.
- 16) **CONTRACT NEGOTIATION:** All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Respondent within 14 days after notice of recommended award, then the Town may recommend the next most responsive and responsible Respondent. There is no contract until the Town's policies have been fulfilled.
- 17) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Respondent and the rejection of the Response:
 - a. Evidence of collusion among Respondents.
 - b. Lack of competency as revealed by either financial, experience, or equipment statements.
 - c. Lack of responsibility as shown by past work.
 - d. Uncompleted work under other contracts which, in the judgment of the Town, might hinder or prevent the prompt completion of additional work if awarded.
- 18) **DISCUSSIONS:** Discussions may be conducted with responsible Respondents, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Respondents who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Respondent shall reduce any substantial oral clarification of a Response to writing.

- 19) **SUBCONTRACTORS:** In an effort to promote supplier diversity, the Town encourages Respondents to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the Town.

The Contract will not be assignable to any other business entity without the Town's approval.

- 20) **RESPONDENT RESPONSIBILITIES:** The Respondent must be capable, either as a firm or a team, of providing all services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The Successful Respondent must remain capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Respondent will be responsible for all Services in this Response whether they are provided or performed by the Successful Respondent or Subcontractor(s). Further, the Town will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Respondent must identify all Subcontractors and the Services they provide. The Successful Respondent is responsible for all payments and liabilities of all Subcontractor(s).

It is strongly recommended that the Respondent visit the Town of Taos and familiarize themselves with the site, including attendance at the Pre-Response Conference, if any.

The Town reserves the right to approve or reject, in writing, any proposed Subcontractor. If the Town rejects any proposed Subcontractor in writing, the Successful Respondent shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Respondent may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the Town.

21) **TOWN PARTICIPATION:** The Town will provide appropriate personnel support for implementation of these agreements. The Respondent's Response should identify Town FTEs required and tasks to be performed by Town personnel. For the purpose of contract administration, the Town will designate a person to serve as Town Contract Manager. The Town Contract Manager will serve as the primary liaison between the Town and the Successful Respondent and will coordinate overall management and administration of the contract for the Town.

22) **DISCLOSURE OF CONTENTS:** All information provided in the Response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the Town and may be returned only at the Town's option.

Respondents must make no other distribution of their Responses other than authorized by this solicitation. A Respondent who shares cost information contained in its Response with other Town personnel or competing Respondent personnel shall be subject to disqualification.

Respondents shall not be provided any information about other Responses or prices or where the Respondent stands in relation to others at any time during the evaluation process. Any request for such information by a Respondent, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Respondent may be eliminated from further consideration.

23) **PROPOSAL EVALUATION:** An evaluation committee will perform the evaluation of proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

It is at the discretion of the Evaluation Committee to hold interviews with the three highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the ranking without interviews. If interviews are held, rankings from the initial evaluation are weighted 40% and the interview rankings are weighted 60% to determine final award. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the solicitation be reissued.

During this time, the Town of Taos may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Respondents.

24) **PROTESTS:** Any protest by a Respondent must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Town of Taos. The protest must be delivered to the Town of Taos, Procurement Officer 400 Camino de la Placita, Taos, NM 87571 within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto. Protests received after the 15-day period deadline will not be accepted.

In the event of a timely protest under this section, the Town of Taos shall not proceed further with procurement unless the Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Respondent concerning procurement.

The Procurement Officer or designee shall promptly issue a determination relating to the protest.

The aggrieved Respondent has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

25) **RESPONDENT QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the Respondent to adhere to the requirements specified within this solicitation. The Evaluation Committee will reject the proposal of any Respondent who is not a responsible Respondent or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

26) **RIGHT TO WAIVE MINOR IRREGULARITIES:** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all

of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

- 27) **CHANGE IN CONTRACTOR REPRESENTATIVES:** The Town of Taos reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Town of Taos, meeting its needs adequately. **If the contractor wishes to change its designated representative, that change must be approved by the Town of Taos.**
- 28) **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
- 29) **TOWN OF TAOS RIGHTS:** The Town of Taos reserves the right to accept all or a portion of a Respondent's proposal.
- 30) **MULTIPLE AWARDS:** The Town reserves the right to make multiple awards of the items, projects and/or sections of this solicitation.
- 31) **RIGHT TO PUBLISH:** Throughout the duration of this procurement process and contract term, potential Respondent, Respondents and contractors must secure from the Town of Taos written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Respondent's proposal or termination of the contract.
- 32) **OWNERSHIP OF PROPOSALS:** All documents submitted in response to this Request for Proposals shall become the property of the Town of Taos. However, any technical or user documentation submitted with the proposals of non-selected Respondents shall be returned after the expiration of the protest period. Unsuccessful Respondents may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Respondent wishing to retrieve copies of their proposal must do so within two weeks after the award.
- 33) **ELECTRONIC MAIL ADDRESS REQUIRED:** A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Respondent must have a valid e-mail address to receive this correspondence.
- 34) **STATUS OF SUCCESSFUL RESPONDENTS:** The successful Respondent(s) is an independent contractor performing services for the Town and neither he/she nor his/her agents or employees shall, as a result of the resultant Contract, accrue leave, retirement, insurance, bonding authority, use of Town vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the Town. The successful Respondent(s) acknowledges that all sums received under the resultant Contract are personally reportable by him/her for income, self-employment and other applicable taxes.
- 35) **ASSIGNMENT/TRANSFER:** Assignment or transfer of this contract without written consent of Town may be construed by the Town as a breach of contract sufficient to cancel this agreement at the discretion of the Town.
- 36) **EXCISE AND SALES TAX:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Seller when submitting invoice for payment.

EQUAL EMPLOYMENT OPPORTUNITIES: The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. (Laws 1949, Ch. 161, S.5) (New Mexico Statutes relating to Equal Employment Opportunities on Government Contracts). The Contractor and his Subcontractors shall comply with the Federal Civil Rights Act of 1964 and Title 7 of that Act revised in 1979.

SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

1) INTRODUCTION

The Town of Taos is requesting competitive qualification based sealed proposals for the selection of a professional firm to provide basic Engineering Services including preliminary design, final design, bidding and negotiating and construction phase for Camino del Medio improvements.

The successful Firm/Individual will be required to execute a Contract; The Contract will incorporate the selected Firms'/individuals' proposal, scope of services and other pertinent requirements and details. Included with this solicitation is a Campaign Contribution Disclosure Form which needs to be filled out and included with your Response.

Through this solicitation, the Town of Taos (Town) hereby invites entities who meet the qualifications and specifications set forth herein to submit Responses for the Town of Taos SB-04PO14-15 Engineering Services for Camino del Medio Improvements.

2) GENERAL INFORMATION

The successful Respondent shall:

- a) Engineer and design approximately 3.07 miles of roadway including full roadway improvements from State Road 240 to Camino del Medio to include intersection improvements. The design shall address all aspects of surface and underground drainage: earthwork; plant mix bituminous pavement; pedestrian facilities, signage; striping; lighting; traffic control; erosion control measures; roadway reconstruction, utility relocation; resurfacing and miscellaneous construction. Coordination of the design, drawings and construction sequencing with Taos County is a requirement. The Town will be combining efforts with the County for this project.
- b) Advertise for bids, assist the Town of Taos in receipt of bids, and prepare recommendations of Award to the Town of Taos governing body.
- c) Provide Project Management, general engineering oversight and contract administration thru project completion.
- d) Provide periodic or full-time on site observation during construction.

3) SCOPE OF SERVICES:

The following tasks are identified as the Scope of Work that the Respondent team will be requested to perform. This Scope of Work may be adjusted and modified to meet the needs of the Town.

Preliminary Design:

- In consultation with the owner, determine the general scope, extent and character of the project.
- Prepare preliminary design documents (final design criteria, preliminary drawings and outline specifications).
- Prepare and submit an opinion of probable costs.
- Submit copies of above preliminary design documents and conduct a review with the owner.

Final Design:

- Prepare bid documents setting forth in detail the requirements for the construction of the entire project.
- Submit a revised opinion of probable project cost.
- Submit five (5) copies of the final design documents and present and review them in person with the owner.

Bidding and Negotiation Phase:

- Prepare three (3) sets of bid documents, specifications and plans in accordance with the New Mexico Department of Transportation standards for the Municipal Arterial Program
- Distribute bid documents to prospective bidders and construction reporting services.
- Clarify and answer questions concerning the bid documents and issue addenda as required.
- Assist with advertisement for bids
- Coordinate bidding process
- Conduct pre-bid meeting
- Assist with bid opening
- Prepare certified bid tabulation and assist owner in evaluating bids and in assembling and awarding contracts in accordance with New Mexico Department of Transportation Standards and Specifications.
- Prepare Notice of Award, Notice to Proceed and five (5) original sets of contract documents (1-Legal department; 1-Procurement; 1- County; 1-Contractor; 1-Engineer).

Construction Phase:

- Perform a maximum of one (1) site visits per week or a maximum of eight (8) site visits during the project
- Submit to Public Works Director critical observations on a weekly basis
- Review contractor pay applications and provide recommendation for payment
- Render interpretation of construction documents
- Review contractor submittals for conformance
- Prepare field and change orders as necessary
- Coordinate and conduct final inspection and obtain all warranties and related documents as required.
- Develop and review with owner and contractor a punch list
- Submit as-built plans
- Coordinate and conduct 11-month warranty inspection

Additional Services – Per Copy Cost

- Cost per bound hard copy for bid documents, specifications and plans
- Cost per CD for bid documents, specifications and plans

- 4) **CONTRACT TERM:** The contract is for a term of one (1) year, with a three-year renewal option at the sole discretion of the Town. It is anticipated that this contract will commence on October 22, 2014 or shortly thereafter.

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

EVALUATION: All Responses received will be evaluated by an Evaluation Committee. The following factors will be considered in making the selection of the qualified Respondents with maximum possible points:

- a) **Specialized Design** - Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past design projects and the corresponding applications to the proposed scope of work. **30 points**
- b) **Capacity and Capability** - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this solicitation to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers. **30 points**
- c) **Past Record of Performance** - Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included. **10 points**
- d) **Proximity to or Familiarity with Site Location** - Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs. **10 points**
- e) **Work Within the State of New Mexico** - The amount of design work that will be produced by a New Mexico business within this state. **5 points**
- f) **Volume of Work Previously Done** - Firms shall be scored on any project that has been previously awarded and is, on the date of the submittal, less than 75% complete (see definitions for clarification of "75% complete"). Information on the status of past project awards shall be included in the "Project Listing Form" as a requirement of this solicitation. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

i. \$ 00,000	to	\$25,000	5 points
ii. \$ 25,000	to	\$35,000	4 points
iii. \$ 35,001	to	\$ 50,000	3 points
iv. \$ 50,001	to	\$100,000	2 points
v. \$100,001	to	\$150,000	1 points
vi. \$150,001	and	over	0 points
- g) **Evidence of Understanding of the Scope** - Describe in detail the anticipated scope of work for the project. Include information about the project site, project administration, scheduling, budget and programmatic user requirements. The proposal should demonstrate competent knowledge of project constraints as well as any applicable discussion of possible options for design approaches or techniques. Respondents are not encouraged to provide specific design solutions for the project. Without completion of programming activities, any specific design proposals could be inappropriate and may result in a reduction in scoring. This would not preclude discussion of project parameters that may affect design decisions, concept approaches or design philosophies. **10 points**

Each Response submitted in response to this solicitation shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Respondent on other contracts with the Town or other entities. Responses will be evaluated equally and fairly; no preference will be given to any Respondent based solely on previous experience with the Town or to an incumbent thereof. The Town reserves the right to make additional inquiries and may request the submission of additional information.

Respondent to whom award of an Agreement is under consideration shall submit upon request, information and data to prove that their financial resources, production of service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (13-1-82 NMSA 1978).

A serious deficiency in any one category may be grounds for rejection of the proposal regardless of the overall score.

RESIDENT BUSINESS PREFERENCE OR RESIDENT VETERAN BUSINESS PREFERENCE

Points will be awarded based on Respondents ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.

Resident Business Preference

New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation and Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexcio.gov/forms-and-publications/pages/recently-updated.aspx>.

Five (5) percent (%) of the total possible points may be awarded to an Offeror who qualifies as a Resident business. These points are added to the total points received for the Evaluation Criteria. **Respondent must attach a copy of preference certificate if applicable.**

Veterans' Preference Certification

For the Respondent to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexcio.gov/forms-and-publications/pages/recently-updated.aspx>

Respondents seeking a Resident Veteran Business Preference will be evaluated as follows:

Resident Veteran Businesses with annual revenues of \$1M or less are to receive a 10% preference on their proposals.

Resident Veteran Businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference on their proposals.

Resident Veteran Businesses with annual revenues of more than \$5M are to receive 7% preference on their proposals.

The 7%, 8% or 10% as indicated above will be added to the total points received for the Evaluation Criteria.

The Resident Veteran Business Preference is separate from the Resident Business Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the resident business Preference once the Resident Veteran Business Preference cap is exceeded

Respondent must attach a copy of your Veterans' Preference Certificate and Certification, If applicable.

It shall be the sole responsibility of the bidders requesting consideration for Resident Bidders Preference or Veterans' Preference to apply for Certification; and to receive approval and a certification number, which must be included in the Proposal prior to bid opening deadline date and time.

2) GENERAL SUBMITTAL REQUIREMENTS:

- a) **NUMBER OF COPIES:** One original, plus two copies (three total) of the entire Response must be submitted. The original must be marked "ORIGINAL". Each copy must be identical to the original.
- b) **RESPONSE FORMAT:** Each Response should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.
- c) **RESPONSE CONTENT:** The Respondent must include the following items, or the Response may be deemed non-responsive and rejected without any further evaluation.
 - i) All forms contained or listed in Section 5 in this solicitation, fully completed:

- ii) Evidence showing that the Respondent meets each of the Minimum Qualifications listed in the Scope of Work of this solicitation.
- iii) A complete response to each of the items in the next section, which are specific to the evaluation criteria.

Proposal Organization: The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- Transmittal Letter
- Table of Contents
- Response to Evaluation Criteria a. through g.
- References (minimum of 3)
- Required Forms
- Other Supporting Material, if applicable

Within each section of their proposal, Respondents should address the items in the order in which they appear in this solicitation. All forms provided in the solicitation must be thoroughly completed and included in the appropriate section of the proposal. Cost is not a factor in the evaluation process. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Respondents may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in Other Supporting Material.

Transmittal Letter: The Respondent shall submit a formal transmittal letter on *official company letterhead* that contains the following:

Statement of Interest - This statement shall indicate your firm's general interest and capability to perform the project. It shall also include a brief summary of any information that you feel might be especially important to the Town of Taos.

Statement of Response Life - The proposal must have a *response life* of at least one hundred twenty (120) calendar days from the solicitation due date. This shall represent the minimum time during which the response is a firm offer and a contract may be entered into based upon it.

Statement of Acceptance - This statement shall state acceptance of all terms and conditions of the Town of Taos solicitation and the Town of Taos terms or conditions not accepted and the reasons for non-acceptance and/or proposed changes or additional Terms and Conditions. Responses taking exception to any language in the Form of Contract may be rejected as nonresponsive,

Contact Person - Please include the name, title, address, telephone number, fax number and e-mail of the key contact person for any questions regarding your proposal. Include also the location of the office from which service will be provided, with the hours of operation at that location.

Signature of Authorized Representative - An authorized representative of the firm must sign the transmittal letter.

References: Please provide a detailed list of references that can provide information concerning your expertise and experience in providing the types of services requested. This should include project description, contact names, addresses, phone and e-mail.

Fee/Cost: Price shall be determined by formal negotiations related to scope of work following selection of the most qualified Respondent (NMSA 13-1-112.C).

Shortlisting: The Town may shortlist the Respondents based upon responses to the above items. If necessary, the Town will conduct interview/demonstrations. The Town will notify each Respondent on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the evaluation committee and to clarify their Responses through exhibition and discussion. The Town will not reimburse presentation costs of any Respondent.

**TOWN OF TAOS
PURCHASING DIVISION
400 CAMINO DE LA PLACITA
TAOS, NEW MEXICO 87571**

**SEPTEMBER 24, 2014
ADDENDUM #1 TO SB04-PO14-15
NMDOT Control Number: C5142104**

ENGINEERING SERVICES FOR CAMINO DEL MEDIO IMPROVEMENTS

The following items have been amended or updated:

A. Pre-Response Conference:

- Pre-Response Conference location and time has been changed from Public Works to the Taos Convention Center El Alcalde Room 120 Civic Plaza Drive, Taos, NM 87571 at 2:30 pm local time

B. Scoping Report for Camino del Medio Improvements is available online at <http://www.taosgov.com/finance/solicitation.php>

Procurement Schedule: The RFP due date and all other information not addressed in this addendum remain unchanged.

Sharon Voigt
/s/ Procurement Officer

PLEASE ACKNOWLEDGE RECEIPT OF AMENDMENT #1 WITH RFP SUBMITTED

**TOWN OF TAOS
PURCHASING DIVISION
400 CAMINO DE LA PLACITA
TAOS, NEW MEXICO 87571**

**SEPTEMBER 26, 2014
ADDENDUM #2 TO SB04-PO14-15**

ENGINEERING SERVICES FOR CAMINO DEL MEDIO IMPROVEMENTS

The following items have been amended:

- Page 1, Proposal Question Deadline, replace *"Friday, September 26, 2014, at 4:00 p.m. local time"* with *"Friday, October 3, 2014 at 4:00 p.m. local time"*
- Page 1, Introduction, line 3, replace *"Professional Engineering Services include the preparation of civic construction drawings, technical specifications and contract documents for improvements to Camino del Medio from the intersection of State Road 240. (Approximate length 3.07 miles)"* with *"Professional Engineering Services include the preparation of civic construction drawings, technical specifications and construction and contract documents for improvements to Camino del Medio from the intersection of State Road 240. (Approximate length 3.03 miles)"*
- Page 1, Introduction, add *"This is a joint project between the Town of Taos and Taos County. Both parties have received Legislative funding for engineering and design. The Town of Taos will serve as the fiscal agent for this project. Funding for construction will be applied for by each entity simultaneously."*
- Page 9, Item 2.a. General Information, line 1, replace *"Engineer and design approximately 3.07 miles of roadway including full roadway improvements from State Road 240 to Camino del Medio to include intersection improvements."* with *"Engineer and design approximately 3.03 miles of roadway including full roadway improvements. This project includes 1.1 miles of Town of Taos roadway and 1.91 miles of Taos County roadway. Project Termini: B.O.P. - Intersection of SR 240 and La Posta Road. E.O.P. - Intersection of SR 240 and Camino del Medio."*
- Page 11, Item f, line 3, replace *"the status of past project awards shall be included in the 'Project Listing Form' as a requirement of this solicitation"* with *"the status of past project awards shall be included as an itemized listing as a requirement of this solicitation"*
- Page 12, Item 2.b. General Submittal Requirements, Response Format, add *"Responses shall be limited to 20 pages not including cover letter, required forms, and divider tabs (11" x 17" pages will be counted as 1 page)."*

The following items will be made part of the RFP:

An environmental survey for this project must be completed. Plans for completing such a survey must be addressed in the response. This survey must meet all NMDOT and potential funding source standards and regulations.

The following are responses to questions presented at the Pre-Response meeting:

Question: Do intersection improvements include Tom Holder Road?

Response: *The tie in from Tom Holder Road to Camino del Medio should be evaluated and included with this project.*

Question: Are you containing everything within the right of way?

Response: *Our intent is to contain the entire project within the existing right of way, however some acquisition may be required for drainage structures, intersection improvements, and backslopes.*

Question: Is there any state or federal funding in this project at this time?

Response: *The only funding currently available is from the New Mexico State Legislature and is for engineering and design work. No construction funding has been secured at this time.*

Question: Does the typical section include a sidewalk?

Response: *At this time the desire of the governing body is to include a four foot bike lane rather than a sidewalk. Intersection lighting may be required.*

Question: Will speed humps be replaced?

Response: *We would like to utilize traffic calming measures that do not include speed humps. We would also like to re-align the roadway away from residences in some locations.*

Question: Will traffic counts be part of the scope?

Response: *Yes*

Question: Will all the storm drainage be surface drainage?

Response: *For the most part, yes. The only portions of the road with underground drainage available are at the north end and the intersection of Paseo del Canon west and Camino del Medio where there is a holding pond whose capacity can be increased by either making it deeper or extending it further east.*

Question: Are there going to be public information meetings? And if so will it be one or several?

Response: *There will likely be several public meetings as required by potential funding sources.*

Question: Will you be conducting interviews or is the determination made based on the response only?

Response: *There will likely be interviews for the award of the project. The selection committee will include representation from both the Town and the County as well as a community member.*

Question: Is this project being seen as relief route concept? If so, will that cause controversy?

Response: *This project is not specifically intended to serve as a relief route.*

Procurement Schedule: The RFP due date and all other information not addressed in this addendum remain unchanged.

Sharon Voigt

/s/ Procurement Officer

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDUM #2 WITH PROPOSAL SUBMISSION

RFP TABULATION

Engineering Services for Camino del Medio

	PROPOSERS NAME							
	Bohannon Huston	Engineers Inc.	Souder Miller & Associates	Wilson & Co.				
1	Specialized design & tech comp.	113	98	113	107			
2	CAPACITY & CAPABILITY	112	99	113	107			
3	Past Record of Performance	33	25	35	29			
4	Proximity to or familiarity w/area	33	24	38	35			
5	Volume of Work Previously Awarded	20	18	16	20			
7	Evidence of understanding SOW	54	51	56	41			
8								
9								
10								
11								
12								
TOTALS		365	315	371	339			
#/PTS		91.25	78.75	92.75	84.75			

I certify that this information is correct to the best of my knowledge. /S/_____

Sharon Voigt, Procurement Officer



December 23, 2014

Title:

Selection of Project for 2015 Community Development Block Grant Application

Summary:

Consideration and possible selection of a project for the 2013 Community Development Block Grant Application. The Town Council will be provided with a briefing of the various projects that have been received through public hearings and Town staff prior to selecting the project.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

- ☐ [2015 Community Development Block Grant Project Recommendations](#)
- ☐ [Camino de la Merced Proposal](#)



2015 Community Development Block Grant Project Selection

The US Department of Housing and Rural Development provides funding for projects that meet one of three national objectives: Low-Moderate Income Beneficiaries, Slum and Blight, and Urgent Need.

In order to qualify under Low-Moderate Income (LMI) a project must benefit all the residents of an area and the percentage of residents who are low-moderate income must be 51% or greater. The LMI for the Town of Taos as determined by the New Mexico Department of Finance and Administration Local Government Division based on the five-year American Community Survey 2008-2012 report is 53%. A survey of a limited area may be conducted if the project will primarily benefit residents of that limited area.

Low-Moderate Limited Clientele projects must benefit a specific group of people who are presumed to be LMI including abused children, battered spouses, elderly person, severely disabled adults, homeless persons, illiterate adults, persons living with diseases (AID/HIV, etc.), and migrant farm workers.

In addition, the selected project must be a part of the Infrastructure Capital Improvements Plan (ICIP) as submitted to the State of New Mexico in September 2014.

Attached is a compilation of the projects that have been recommended by the public and by Town staff. These projects are presented in order based on whether they meet LMI requirements and have been included in the ICIP.

2015 Community Development Block Grant Project Recommendations

Camino de la Merced Road Improvements (*Staff Recommendation*)

Project has been fully designed and is shovel ready.

Cost - \$500,000 grant request; \$825,135 total project

Phasing – Phase 1 of 1

Low – Moderate Income Population – *Qualifies by community LMI at 53%*

ICIP – *yes 2016-2*

Engineering/Design - Complete

Camino de la Placita Road Improvements (*Council Recommendation*)

Project has been fully designed and is shovel ready.

Cost - \$500,000 grant request; \$722,285 total project

Phasing – Phase 1 of 1

Low – Moderate Income Population – *Qualifies by community LMI at 53%*

ICIP – *no*

Engineering/Design - Complete

Recreational Infrastructure (*Community Recommendation*)

Project is conceptual and requested for future consideration.

Cost – unknown

Phasing – unknown

Low – Moderate Income Population – *Qualifies by community LMI at 53%*

ICIP – *no*

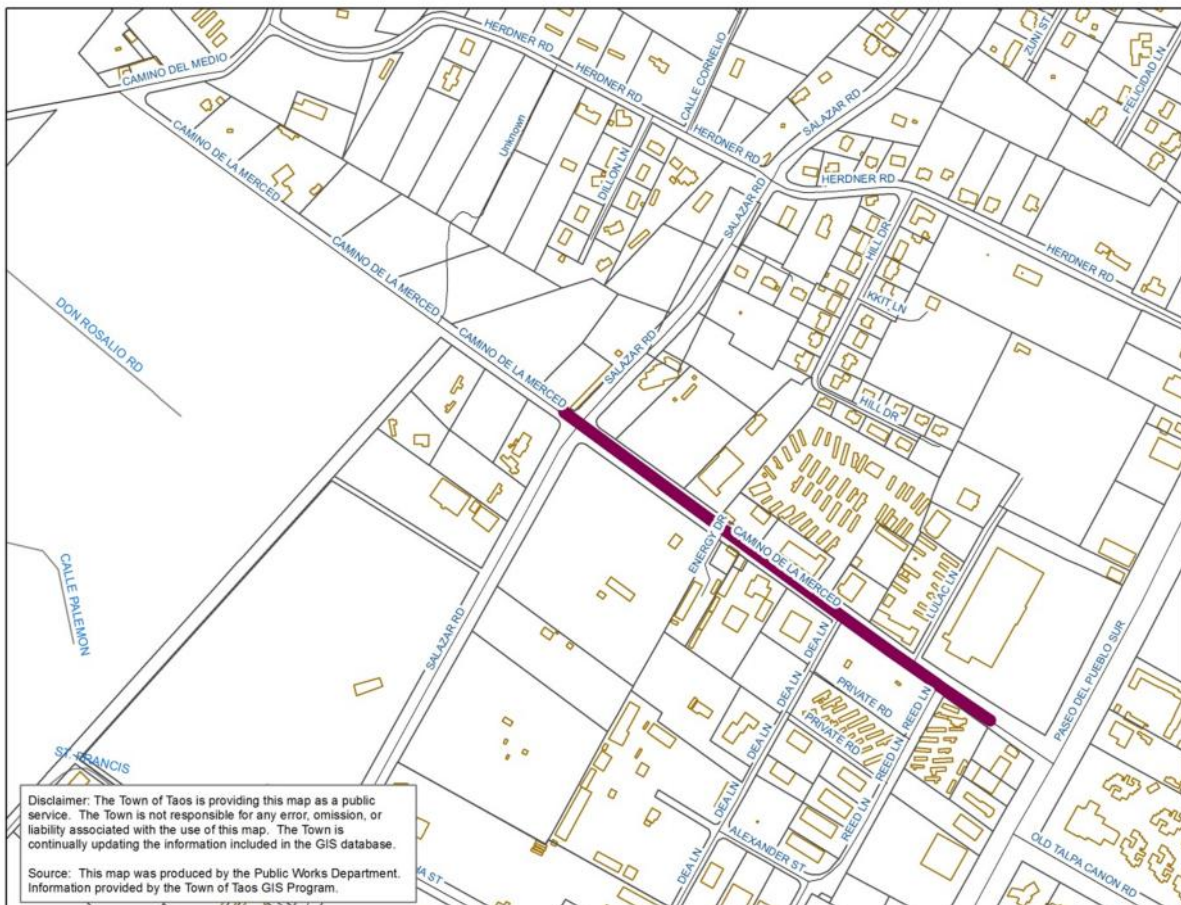
Engineering/Design - unknown

Town of Taos Public Works Department

2015 Community Development Block Grant

Project Summary

The project limits will include the entire segment of Camino de la Merced from the junction of Reed Street west to the junction of Salazar Road. The total length of the project is 1,785 linear feet.



The project will focus on improving both vehicular and pedestrian mobility throughout the project area and will provide a relief from NM 68 for local traffic. This project is ranked on the 2016-2020 Capital Improvements Plan at number two. Engineering for this project was completed by Souder, Miller and Associates.

Proposed Roadway Improvements

Proposed roadway improvements for Camino de la Merced will include standard urban roadway template consisting of 2 - 12 foot wide paved drive lanes, concrete curb and gutter, 5 feet wide sidewalks on the south side of the road and a 3 foot bike lane on the north side of the road. It is anticipated that the typical roadway section will consist of 12 inches compacted subgrade, 12 inches pit run, 6 inches base course, and 4 inches plant bituminous pavement (PMBP) utilizing the guidelines contained in the latest edition of the NMDOT Standard Specification for Highway and Bridge Construction.

Cost Estimate

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
Mobilization	LS	1	\$ 60,000.00	\$ 60,000.00
Construction Staking	LS	1	\$ 13,300.00	\$ 13,300.00
Traffic Control Plan & Traffic Control During Construction	LS	1	\$ 15,000.00	\$ 15,000.00
SWPPP Management	LS	1	\$ 5,000.00	\$ 5,000.00
Sampling and Testing	ALLOW	1	\$ 20,000.00	\$ 20,000.00
Utility Relocation Coordination	ALLOW	1	\$ 9,000.00	\$ 9,000.00
Sawcut Existing Asphalt	LF	670	\$ 3.00	\$ 2,010.00
Removal & Disposal of Existing Pavement, C&G, Sidewalks, and Valley Gutter	SY	7481	\$ 11.00	\$ 82,291.00
Unclassified Excavation (Haul to Town of Taos Public Works)	CY	4143	\$ 8.25	\$ 34,179.75
12" Subgrade Preparation	SY	8905	\$ 5.00	\$ 44,525.00
12" Pitrun Base	SY	8905	\$ 9.00	\$ 80,145.00
4" Base Course	SY	2025.1	\$ 5.00	\$ 10,125.50
6" Base Course	SY	6374	\$ 6.50	\$ 41,431.00
4" Thick PMBP-SP-IV, Complete	SY	6374	\$ 21.00	\$ 133,854.00
Concrete Sidewalks 4" Thick	SY	879	\$ 52.00	\$ 45,708.00
3' x6" Concrete Valley Gutter	LF	607	\$ 37.00	\$ 22,459.00
Standard Concrete Curb and Gutter	LF	3732	\$ 26.00	\$ 97,032.00
Wheelchair Access Ramp - Type B	EA	7	\$ 1,900.00	\$ 13,300.00
Concrete Sidewalk 6"	SY	131	\$ 68.00	\$ 8,908.00
Concrete Drivepad 6"	SY	317	\$ 67.00	\$ 21,239.00
Concrete Fillet, 6" Thick	SY	191	\$ 68.00	\$ 12,988.00
Curb Drop Inlet - Type 'A'	EA	2	\$ 2,200.00	\$ 4,400.00
Connection to existing inlet	EA	2	\$ 2,200.00	\$ 4,400.00
Relocated Existing Signage	LS	1	\$ 4,200.00	\$ 4,200.00
Class "A" Seeding	AC	0.6	\$ 10,000.00	\$ 6,000.00
Manhole Adjustment	EA	5	\$ 1,700.00	\$ 6,800.00
6' Chainlink Fence	LF	50	\$ 37.00	\$ 1,850.00
			Sub Total	\$ 800,145.25
3' Wide Bike Lane	LF	1785	\$ 14.00	\$ 24,990.00
			Total	\$ 825,135.25



December 23, 2014

Title:

Resolution 14-75 Intergovernmental Transfer Request

Summary:

Discussion, consideration and possible approval of Resolution 14-75; An intergovernmental transfer of two pieces of kitchen equipment from the Town of Taos to the Taos County Office of the New Mexico Department of Veterans' Affairs.

Background:

This is an intergovernmental transfer request for two pieces of kitchen equipment from the former convention center to the Taos County Office of the New Mexico Department of Veterans' Services. UNM in its lease to purchase agreement declined to keep this equipment. We attempted to sell the equipment on the online auction site but did not receive a minimum bid offer. Not Forgotten Outreach has requested the equipment for its military respite center and the request letter is attached. In a July 21, 2014 email, the Finance Department stated the equipment could be transferred if a government agency agreed to act as fiscal agent. The Taos County Office of the New Mexico Department of Veterans' Services has agreed to do so.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

- ☐ [Resolution](#)
- ☐ [Not Forgotten Outreach](#)



RESOLUTION 14-75

A RESOLUTION OF THE TOWN OF TAOS COUNCIL APPROVING THE INTERGOVERNMENTAL TRANSFER OF COMMERCIAL KITCHEN EQUIPMENT TO THE STATE OF NEW MEXICO, DEPARTMENT OF VETERAN'S SERVICES, TAOS COUNTY OFFICE, AS FISCAL AGENT FOR NOT FORGOTTEN OUTREACH, INC. A 501(c)(3) CORPORATION

WHEREAS, the Town of Taos owns certain personal property which the Town no longer needs; and

WHEREAS, said property is identified as:

1. One (1) Imperial-60" Restaurant Gas Range, Model #IR-10, Serial #08103007 and
2. One (1) ADS American Dish Service-Automatic Dish Washer w/stainless steel wrap-around work station, Model# L-903DWC-S, Serial# 59330;

WHEREAS, the Town of Taos believes it is in the best interest of the Town to dispose of said property pursuant to state and local requirements; and

WHEREAS, the property has a current resale value of \$2,500 or more;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Taos that pursuant to NMSA 1978, Section 3-54-2.D, the items of personal property identified herein will transfer from the Town of Taos to the State of New Mexico, Department of Veteran's Services, Taos County Office, as fiscal agent for Not Forgotten Outreach, Inc. A 501(c)(3) Corp., upon approval from the Local Government Division of the Department of Finance and Administration, and said transfer is contingent upon such approval.

PASSED, APPROVED and ADOPTED, this 23th day of December, 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales _____
Councilmember Judith Y. Cantu _____
Councilmember George "Fritz" Hahn _____
Councilmember Frederick A. Peralta _____

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



Floyd W. Lopez, Town Attorney

APPROVED:

**Local Government Division
Department of Finance and Administration
State of New Mexico**

MEMO

DATE: December 17, 2014

TO: Rick Bellis, Town Manager

FROM: Steve Kennebeck, Facilities Services Director 

Re: Intergovernmental Transfer of Kitchen Equipment

Attached is an intergovernmental transfer request for two pieces of kitchen equipment from the former convention center from the Taos County Office of the New Mexico Department of Veterans' Services. UNM in its lease to purchase agreement declined to keep this equipment. We attempted to sell the equipment on the online auction site but did not receive a minimum bid offer. Not Forgotten Outreach has requested the equipment for its military respite center. The request letter from them is also attached. In a July 21, 2014 email, the Finance Department stated the equipment could be transferred if a government agency agreed to act as fiscal agent. The Taos County office of the New Mexico Department of Veterans' Services has agreed to do so. I recommend approval of this transfer. Please indicate your decision below and I will see this is placed on the next available Council agenda for consideration.

Approved:  12/12/14

Not approved:

Attachments:

NM Department of Veterans' Services letter

Not Forgotten Outreach letter

Inventory for Rio Grande Hall kitchen equipment

State of New Mexico
Department of Veterans' Services
Taos County Office
120 Civic Plaza Drive, Taos, NM 87571

December 16, 2014

Town of Taos
Attn: Steve Kennebeck, Facilities Services Director
120 Civic Plaza Drive, Taos, NM 87571

Subject: Letter of Interest for the Transfer of Used Kitchen Equipment

Dear Mr. Kennebeck,

Please consider this a letter of interest to have the below listed town owned kitchen equipment in Rio Grande Hall transferred to this government agency. This office agrees to act as fiscal agent and accept these items on behalf of Not Forgotten Outreach, Inc. a 501(c)(3) located in Taos, New Mexico.

The mission of Not Forgotten Outreach is to motivate disabled military veterans and Gold Star families of fallen heroes to participate in recreational and/or therapeutic activities in order to facilitate the healing process.

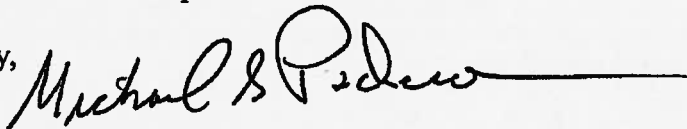
The acquisition of the kitchen equipment will greatly enhance the establishment of the "Not Forgotten Outreach Military Family Respite Center" a planned military outreach center in Taos.

We agree to accept the equipment in "as is" condition with no warranty. The kitchen equipment requested consists of:

- (1) Imperial – 60" Restaurant Gas Range, Model#IR-10, Serial#08103007
- (1) ADS American Dish Service – Automatic Dish Washer w/stainless steel wrap-around work station, Model#L-903DWC-S, Serial#59330

Please contact me if any additional information is required. Thank you for your favorable consideration of this request.

Sincerely,



Michael S. Pacheco, USN (Ret)
Veterans' Service Officer

Not Forgotten Outreach, Inc.

332 Kit Carson Rd, Taos, New Mexico 87571
don@notforgottenoutreach.org (575) 224-1503 a 501(c)(3)



December 15, 2014

Town of Taos
400 Camino de la Placita
Taos, N.M. 87571

Request for Commercial Kitchen Equipment Donation:

Not Forgotten Outreach, Inc. a 501(c)(3) located in Taos, New Mexico, with the mission of Not Forgotten Outreach is dedicated to motivating disabled military veterans and Gold Star families of fallen heroes to participate in recreational and/or therapeutic activities in order to facilitate the healing process.

Request the Town of Taos to donate the commercial kitchen equipment that previously located in Bataan Hall. Not Forgotten Outreach is in the process of purchasing a local B&B as a place of respite for Military Families.

Thank you,


Via email

Don Peters
Executive Director
don@notforgottenoutreach.org

MEMO


DATE: December 17, 2014

TO: Rick Bellis, Town Manager

FROM: Steve Kennebeck, Facilities Services Director 

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Approved:  12/12/14

Not approved:

Attachments:

NM Department of Veterans' Services letter

Not Forgotten Outreach letter

Inventory for Rio Grande Hall kitchen equipment

State of New Mexico
Department of Veterans' Services
Taos County Office
120 Civic Plaza Drive, Taos, NM 87571

December 16, 2014

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Thank you,

Via email

Don Peters
Executive Director
don@notforgottenoutreach.org

Inventory for Rio Grande Kitchen

- (1) APW Wyott - Gas char broiler, Model # G-36H, Serial # 07274081108 (internet cost-new \$1,425.00) [REDACTED]
- (1) APW Wyott - Gas char broiler, Model # GCRB-24H, Serial # 81060604119 (\$1,006.63 new- May 2008) [REDACTED]
- (1) Imperial - 60" Restaurant Gas Range, Model # IR-10, Serial # 08103007 (\$3,051.76 new May 2008)
- (1) Carter-Hoffmann - Cook & Hold Heater, Model # TH60, Serial # 142042-2708-2061-28-H-10, TOT asset # 002024 (internet cost-new \$7,937.00)
- (1) Hatco Flavor Saver - Holding Cabinet, Model # FSHC-1, Serial # 177039003, TOT asset# 002025 (approx. cost new \$3,000.00)
- (1) ADS American Dish Service - Automatic Dish Washer w/ stainless steel wraparound work station, Model # L-903DWC-S, Serial # 59330 (internet cost-new \$3,400.00)
- (1) Panasonic - Commercial Microwave Oven, Model # NE-1054F, Serial # 6H38220754 (\$337.50 new- May 2008) [REDACTED]
- (1) American Panel - Walk-in Cooler, Model # TAMH- 0505, Serial # 17834, TOT asset# 001274 (internet cost-new \$5,000.00)
- (3) Food Warming Equipment - Hot Boxes , Model # A-120, Serial #s 9024629, 9024229, 9024228, TOT asset #s 002026, 002027, 002028 (internet cost-new \$3,778.00)
- (1) Manitowoc - Ice Maker, Model # SD-1802A, Serial # 050261623, TOT asset # 001471 (\$5,803.95 new- Mar 2005) [REDACTED]
- (1) Curtis - Automatic Coffee Urns, Model # RU-600-12DW, Serial # 11160020 (internet cost-new \$3,000.00)
- (1) Randell - Commercial Freezer, Model #11920F, Serial # APO-4547, TOT asset# 001275 (internet cost-new \$2,500.00)
- (1) 30"x108" Stainless steel beverage station, Model # EK-SS-309 (approx. cost-new \$4,000.00)
- (3) 24"x72" Stainless steel work tables w/ adjustable shelf (\$187.18 ea. New- May 2008) [REDACTED]
- (1) 30"x72" Stainless steel work table w/ shelf (internet cost-new \$460.00)
- (4) 39"x58" Commercial grade rubber floor mats (internet cost-new \$226.00 ea.) [REDACTED]
- (2) 36"x48" Commercial grade rubber floor mats (internet cost-new \$160.00 ea.) [REDACTED]



December 23, 2014

Title:

Resolution 14-76 Amendment to Resolution 10-67

Summary:

Consideration and possible approval of Resolution 14-76; Amending Resolution 10-67 by repealing paragraph 4. (Resolution 10-67 approved the rate structure for the collection of solid waste generated from the Town limits.)

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

☐ [Resolution](#)



Resolution 14-76

A RESOLUTION OF THE TOWN OF TAOS, AMENDING RESOLUTION 10-67

WHEREAS, The Town Council adopted resolution 10-67 on November 9, 2010 approving a new rate structure for the collection of solid waste generated from within the town corporate limits and related topics;

WHEREAS, The Town Council desires to amend said resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Taos, New Mexico, that:

Resolution 10-67 is hereby amended by the deletion of Paragraph 4 which states the following:

“To promote public welfare and safety by helping to keep premises in the Town visually attractive and free of clutter and dangerous pieces of refuse, residential and commercial customers of the Town, upon presentation of a solid waste bill issued within the previous two months showing a Town of Taos address may dispose of yard refuse, appliances, tires, and other large items at the Taos Regional Landfill without charge up to four (4) trips per year. No-charge loads shall be limited to 500 pounds each. This no-charge provision shall not apply to any other commercial collection of refuse, construction refuse, refuse resulting from day-to-day operations of a business or a household, or the disposal of any other refuse that does not originate from the individual household of the person making the disposal or the particular premises of the commercial business making the disposal.”

PASSED, RESOLVED and APPROVED this 23rd day of December, 2014 at the Regular Meeting of the Town of Taos Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Judith Y. Cantu	_____
Councilmember George “Fritz” Hahn	_____
Councilmember Frederick A. Peralta	_____

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



Floyd W. Lopez, Town Attorney



December 23, 2014

Title:

Financial Update

Summary:

Presentation of the monthly financial report for the period ending November 30, 2014.

Background:

Submitted by (Marietta Fambro)

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

- ☐ [November Financial Report 2014](#)
- ☐ [November Monthly GRT Report](#)
- ☐ [November 2014 Mnthly Classifications Report](#)
- ☐ [December Monthly GRT Report](#)
- ☐ [December 2014 Monthly Classifications](#)

NOVEMBER 2014 FINANCIAL REPORT

General Fund

Revenues - Gross Receipts Tax - November's tax distribution (September's activity) was up 4.41% over 2013-2014. The most significant categorical increases were in Construction at \$40,455 (106%) and Unclassified Establishments at \$17,980 (450%). The most significant categorical decreases were in Arts, Entertainment & Recreation at \$3,399 (61%) and Accommodation & Food Services at \$3,203 (2%). As mentioned in previous reports, if there was a substantial change to the gross receipts tax we would come back with an update to our projection. Since our October projection was made, we have received a 4% increase in November and an 11.72% now in December which has changed our projection back to the initial 2% along with an additional 1% being left in reserves at this time. Because a portion of the increase is due to construction, we feel this is a conservative option instead of increasing expenditures. Our year-to-date growth rate is down 1.49% at this time using last years actuals for comparison. Overall General Fund revenues are down 2.0% from last year at this time.

Expenditures – For the month of November, most departments are within 10% to last years expenditures. Other than the regular personnel savings, there is nothing outside of the norm to report this month other than what has been previously reported. We will be working on the mid-year budget process with a complete 6 months of activity at the end of December and will bring that back to council in early February. Overall, General Fund expenditures are down 1% from last year at this time and 3% under the proposed budget to actual expenditures.

Ending Balance – Our reserves have changed by an additional 3 days with the updated projection of 1% . We continue with a state mandate of 1/12th along with an additional 37 days of a reserve balance. It is important at this time, to keep the reserve in place as a conservative plan. With construction as a large contributor to this 1% increase, it is best to keep the increase in the reserves until the end of the fiscal year and utilize it as a one-time cost in next years budget.

Capital Projects

In the month of November we spent \$536,355 on Bertha Road construction, \$58,780 for engineering services to revise the bid package and bid out the Airport Runway project, \$23,483 for a new truck replacing unit 191 for the Parks Division, \$68,000 for partial payment for La Posta Sewer Crossing and \$16,782 for preliminary engineering for the Weimer Hills project. This month the Capital/Operating (one-time costs) total \$3,885 for various small items.

<u>Projects</u>	<u>Budget</u>	<u>Spent YTD</u>	<u>Open PO's</u>	<u>Complete</u>
Facilities Fund 50	602,598	74,183	241,737	12%
Capital Projects Fund 51	659,405	2,000	34,385	0%
Airport Construction Fund 52	24,439,662	58,800	518,245	0%
Capital/Operating Fund 53	316,504	39,860	-	0%
Vehicle Replacement Fund 54	64,000	-	43,800	0%
Affordable Housing Fund 56	8,994	-	-	0%
1999 Gas Tax Acquisition Fund 59	3,506,591	669,144	1,033,623	19%
Utility Construction Fund 81	3,142,677	138,409	823,365	4%
Totals	32,740,431	982,397	2,695,154	3%

Debt Service

All debt service transfers and accounts are on schedule to be paid in accordance with their respective covenant agreements.

	<u>Outstanding</u>			
	<u>Principal</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal &</u>
	<u>July 1, 2014</u>	<u>Payments</u>	<u>Payments</u>	<u>Interest*</u>
Rural Utility Service Revenue Bond	2,186,600	54,000	113,368	-
New Mexico Finance Authority Loans - Utility, Streets & Landfill	2,911,058	370,086	53,666	
New Mexico Finance Authority Loans - Land & Eco Park	1,973,952	238,850	58,920	
New Mexico Environmental Department Loan - WWTP-6-2031	1,140,000	60,000	-	-
Town Hall Bonds	4,965,000	290,000	204,626	102,313
TOTALS	13,176,610	1,012,936	430,580	102,313

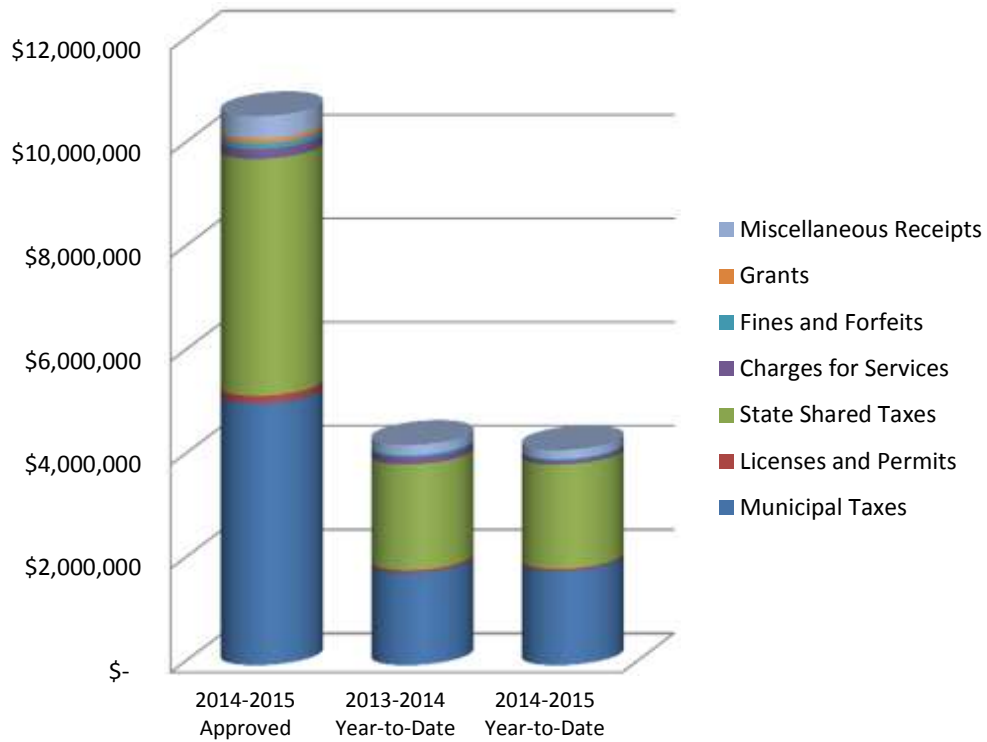
*Principal and/or interest amounts due within the next 30 days

Retirement of Loans: Eco Park - May 2025; Town Hall - June 2025; Streets -May 2022; 20 Acres of land - May 2017; Rural Utility Services Revenue Bonds June 2031, 2029, 2022, 2021, 2040, 2033, 2035; Landfill 2018

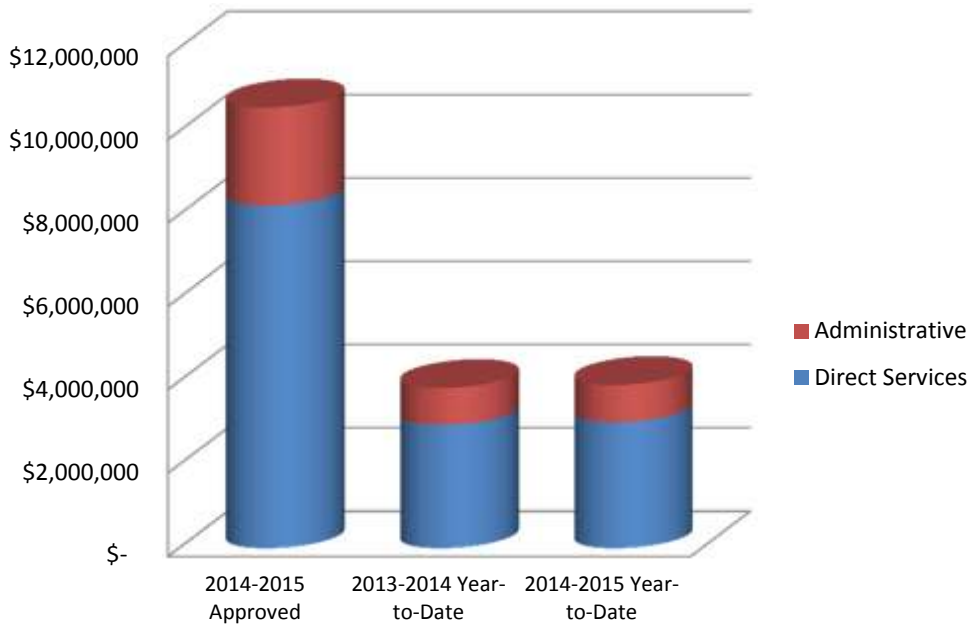
FY 2014-2015 GENERAL FUND OPERATING BUDGET - Revenues-Expenditures YTD through - Nov 30, 2014

	FY 2014-2015 Approved Budget	FY 2013-2014 Year-to-Date Actuals	FY 2014-2015 Year-to-Date Actuals	FY 2014-2015 Projected Year End
Revenues				
Beginning Balance July 1, 2014	\$ 2,480,356	\$ 1,761,601	\$ 2,480,356	\$ 2,480,356
Revenues				
Property Taxes	1,005,921	34,515	32,450	1,005,921
Franchise Taxes	378,101	100,053	162,429	378,101
Gross Receipts Tax (1 ¢)	3,667,732	1,643,465	1,618,846	3,707,799
Licenses & Permits				
Business Registrations	45,329	5,470	5,010	45,329
Building Permits	67,877	36,483	29,951	67,877
All Other	26,871	10,930	7,680	26,871
State Shared Taxes				
Auto License Dist 60/40	72,751	27,298	28,487	72,751
State Shared Gross Receipts Tax (1.225 ¢)	4,492,971	2,013,245	1,983,086	4,542,054
Charges for Services				
Parking Meter Fees	0	-	0	-
Swimming Pool/Recreation	74,274	11,688	32,397	74,274
Civic/Convention Center Revenues	0	30,930	2,052	-
Library Fees	0	12,894	0	-
All Other	114,915	81,264	41,866	114,915
Fines & Forfeits				
Court Fines	85,667	34,284	23,679	85,667
Library Fines	25,995	10,299	10,465	25,995
Grants				
State/Federal Grants	90,000	-	0	90,000
Miscellaneous Receipts				
Administration Fees	298,294	128,042	124,195	298,294
All Other	135,808	65,171	43,379	135,808
Total Revenues	\$ 10,582,506	\$ 4,246,030	\$ 4,145,972	10,671,656
Transfers: In (Out)				
Community Grants (i.e. Eco Park)	(202,000)	-	-	(202,000)
Historic District Fund (Temp Loan)	-	(10,000)	-	-
Severance Pay Fund	(100,000)	-	(20,000)	(100,000)
General 1/12th Reserve Fund	(881,246)	-	-	(881,246)
General Additional Reserve Fund	(988,165)	-	-	(1,077,316)
Capital/Maintenance/Operating One-Time	(316,504)	-	(40,000)	(316,504)
Total Net Transfers	\$ (2,487,915)	\$ (10,000)	\$ (60,000)	(2,577,066)
Expenditures				
Executive	\$ 429,434	\$ 188,742	\$ 181,116	429,434
Judicial	244,523	85,262	82,566	244,523
Finance	813,023	423,326	424,911	813,023
Police	2,663,251	1,150,338	1,048,604	2,663,251
Fire	648,602	231,078	254,728	648,602
Streets	854,841	316,020	294,677	854,841
Recreation	519,271	163,755	167,146	519,271
Fleet	228,281	67,728	86,978	228,281
Planning & Zoning	528,071	87,530	125,004	528,070
Library	610,473	212,062	217,804	610,473
Human Resources	248,597	97,715	83,471	248,597
Facilities	1,313,120	454,271	472,251	1,313,120
Town Council	322,251	96,172	108,814	322,251
Airport	151,483	56,239	52,875	151,483
Municipal Elections	-	616	-	-
Pool	394,065	122,613	135,179	394,065
Legal	329,706	87,870	78,606	329,706
Information Technology	275,955	98,455	100,307	275,955
Total Expenditures	\$ 10,574,947	\$ 3,939,792	\$ 3,915,037	10,574,946
Ending Balance	\$ -	\$ 2,057,839	\$ 2,651,291	\$ -

Revenues



Expenditures



ALL OTHER FUNDS

FY 2014-2015 OPERATING BUDGET'S - Revenues-Expenditures - YTD through - November 30, 2014

Item	FY 2014-2015 Approved Budget	FY 2013-2014 Year-to-Date Actuals	FY 2014-2015 Year-to-Date Actuals	FY 2014-2015 Projected Year End
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Revenues - The Historic District parking meter revenues along with court fines continue to increase, currently year-to-date increase is 69% from last year at this time; Visitors Center sales and commissions are at a 10% increase from last year at this time. The 14% increase reported last month in the Landfill Fund has dropped to 11% due to less tonnage being received in the month of November. The year-to-date tonnage totals are down as well. Even though the revenues are up, they aren't as good as they should be based on the rate study.

Revenues

Visitors Center	\$ 115,902	\$ 63,440	\$ 69,890	115,902
Public Transportation	583,895	109,763	111,346	583,895
Historic District	120,000	41,992	71,164	120,000
Communications	702,000	254,646	258,612	702,000
Total-Special Fund Revenues	\$ 1,521,797	\$ 469,840	\$ 511,012	\$ 1,521,797

Expenditures

Visitors Center	\$ 888,913	\$ 243,912	\$ 258,159	888,913
Public Transportation	816,664	203,154	184,975	816,664
Historic District	153,467	43,042	29,054	153,467
Communications	719,620	257,990	261,226	719,620
Total Special Fund Expenditures	\$ 2,578,664	\$ 748,098	\$ 733,413	\$ 2,578,664

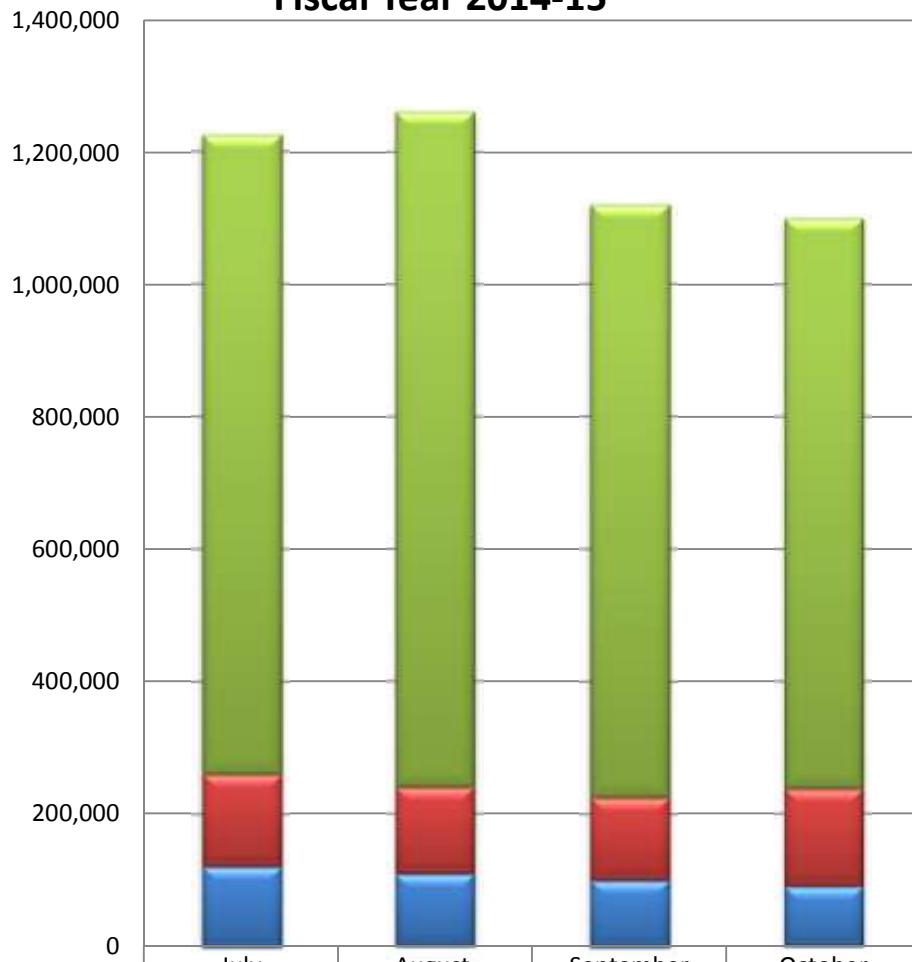
Enterprise Funds Revenues

Municipal Tax	475,510	205,433	202,356	475,510
Water-Charges for Service	1,355,491	582,410	644,855	1,355,491
Wastewater-Charges for Service	1,759,558	775,607	824,596	1,759,558
Miscellaneous Receipts	68,882	22,778	29,433	68,882
Solid Waste-Charges for Service	1,315,323	534,114	549,403	1,315,323
Regional Landfill-Charges for Service	1,126,196	484,562	540,208	1,126,196
Total-Enterprise Funds Revenues	\$ 6,100,960	\$ 2,604,905	\$ 2,790,851	\$ 6,100,960

Enterprise Funds Expenditures

Utility Billing	254,931	94,193	100,270	254,931
Water	801,511	240,396	251,489	801,511
Wastewater Collections	431,203	148,412	146,195	431,203
Wastewater Treatment	1,230,530	498,734	474,894	1,230,530
Solid Waste Recycling	272,013	91,366	79,679	272,013
Solid Waste Billing	1,076,736	430,584	450,207	1,076,736
Regional Landfill	778,203	245,694	257,032	778,203
Total-Enterprise Funds Expenditures	\$ 4,845,127	\$ 1,749,378	\$ 1,759,766	\$ 4,845,127

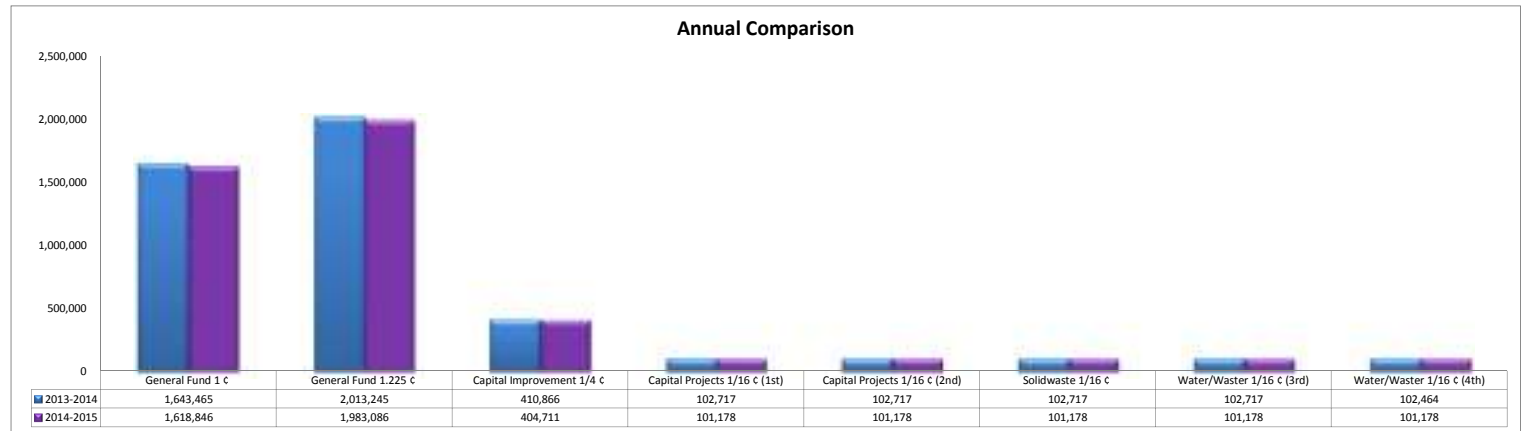
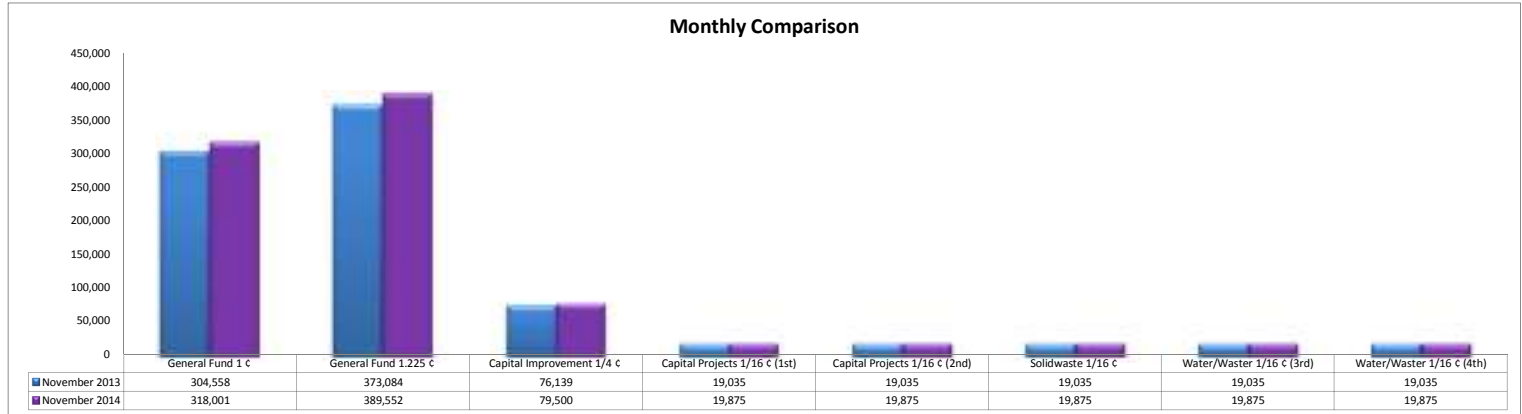
Revenue Comparisons Fiscal Year 2014-15



	July	August	September	October
■ GRT	965,330	1,021,451	894,975	862,834
■ Accomodations & Food Service	139,323	131,207	124,847	147,597
■ Lodgers' Tax	121,756	109,247	100,785	90,512

FINANCE DEPARTMENT

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July, 2013 - June, 2014

	General Fund	General Fund	Capital Improv.	Capital Projects	Capital Projects	Solidwaste	Water/Wastewater/Wastewa	Projects	Projects	Total Gross Receipts Tax	Effective Tax Rate	Taxable Gross Receipts	Monthly Growth Rate	Average Growth Rate
	1 ¢	1.225 ¢	1/4 ¢	1/16 ¢ (1st)	1/16 ¢ (2nd)	1/16 ¢	1/16 ¢ (3rd)	1/16 ¢ (4th)		Revenues				
July (May)	297,203	364,074	74,301	18,575	18,575	18,575	18,575	18,322		828,201	2.7875%	29,711,261	1.35%	1.39%
August (June)	356,710	436,970	89,178	22,294	22,294	22,294	22,294	22,294		994,329	2.7875%	35,671,000	13.99%	7.88%
September (July)	354,567	434,344	88,642	22,160	22,160	22,160	22,160	22,160		988,355	2.7875%	35,456,667	5.04%	6.86%
October (Aug)	330,427	404,773	82,607	20,652	20,652	20,652	20,652	20,652		921,066	2.7875%	33,042,728	1.14%	5.39%
November (Sept)	304,558	373,084	76,139	19,035	19,035	19,035	19,035	19,035		848,955	2.7875%	30,455,795	2.18%	4.78%
December (Oct)	309,166	378,728	77,291	19,323	19,323	19,323	19,323	19,323		861,800	2.7875%	30,916,589	3.65%	4.60%
January (Nov)	276,779	339,054	69,195	17,299	17,299	17,299	17,299	17,299		771,521	2.7875%	27,677,888	0.13%	4.02%
February (Dec)	368,666	451,616	92,166	23,042	23,042	23,042	23,042	23,042		1,027,656	2.7875%	36,866,591	9.88%	4.82%
March (Jan)	279,397	342,262	69,849	17,462	17,462	17,462	17,462	17,462		778,820	2.7875%	27,939,725	-1.99%	4.11%
April (Feb)	284,223	348,173	71,056	17,764	17,764	17,764	17,764	17,764		792,272	2.7875%	28,422,317	8.73%	4.51%
May (March)	301,201	368,971	75,300	18,825	18,825	18,825	18,825	18,825		839,597	2.7875%	30,120,068	-0.73%	4.03%
June (Apr)	285,193	349,361	71,298	17,825	17,825	17,825	17,825	17,825		794,975	2.7875%	28,519,277	6.60%	4.23%
Total	3,748,090	4,591,410	937,022	234,256	234,256	234,256	234,256	234,003		10,447,547		374,799,907		

July, 2014 - June, 2015

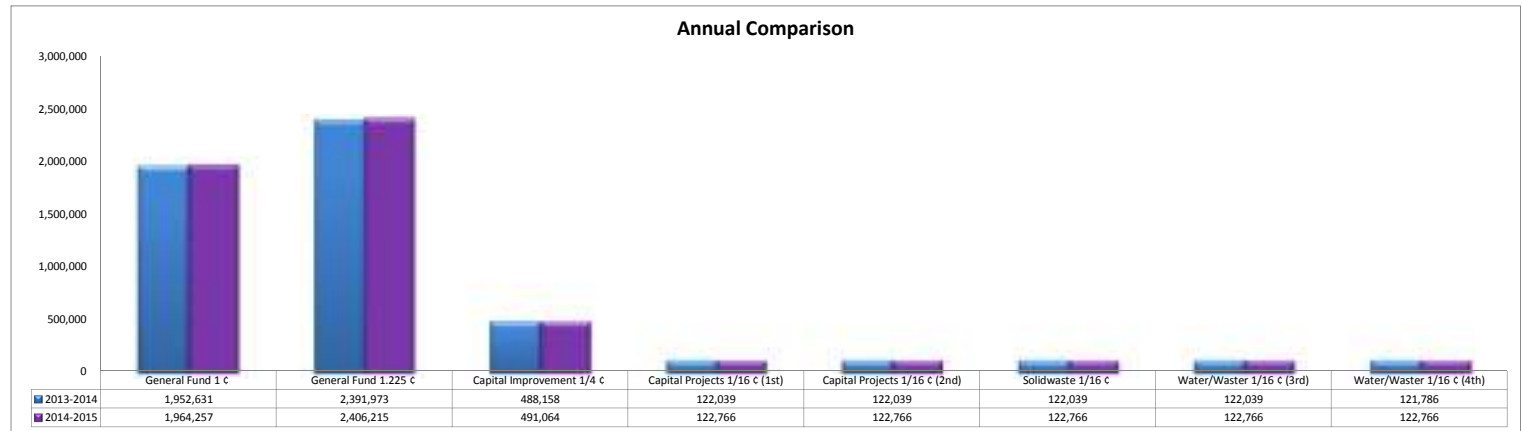
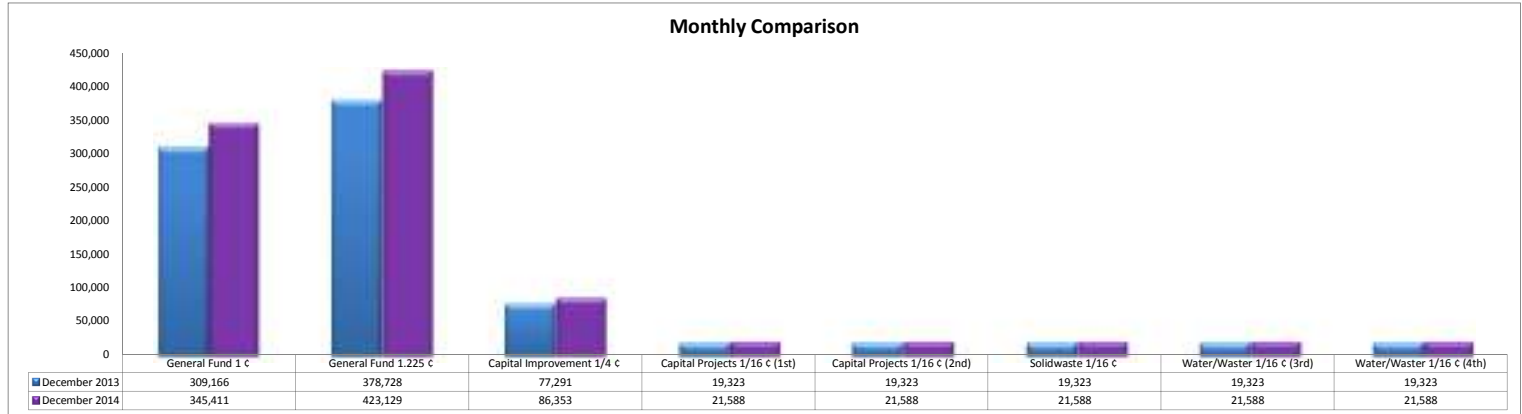
	General Fund	General Fund	Capital Improv.	Capital Projects	Capital Projects	Solidwaste	Water/Wastewater/Wastewa	Projects	Projects	Total Gross Receipts Tax	Effective Tax Rate	Taxable Gross Receipts	Monthly Growth Rate	Average Growth Rate
	1 €	1.225 €	1/4 €	1/16 € (1st)	1/16 € (2nd)	1/16 €	1/16 € (3rd)	1/16 € (4th)		Revenues				
July (May)	286,709	351,219	71,677	17,919	17,919	17,919	17,919	17,919	17,919	799,202	2.7875%	28,670,915	-3.50%	-3.50%
August (June)	309,470	379,100	77,367	19,342	19,342	19,342	19,342	19,342	19,342	862,646	2.7875%	30,946,952	-13.24%	-8.82%
September (July)	342,546	419,619	85,637	21,409	21,409	21,409	21,409	21,409	21,409	954,848	2.7875%	34,254,622	-3.39%	-6.91%
October (Aug)	362,119	443,596	90,530	22,632	22,632	22,632	22,632	22,632	22,632	1,009,408	2.7875%	36,211,935	9.59%	-2.84%
November (Sept)	318,001	389,552	79,500	19,875	19,875	19,875	19,875	19,875	19,875	886,429	2.7875%	31,800,132	4.41%	-1.49%
December (Oct)										0	2.7875%	0		
January (Nov)										0	2.7875%	0		
February (Dec)										0	2.7875%	0		
March (Jan)										0	2.7875%	0		
April (Feb)										0	2.7875%	0		
May (March)										0	2.7875%	0		
June (Apr)										0	2.7875%	0		
Total	1,618,846	1,983,086	404,711	101,178	101,178	101,178	101,178	101,178	101,178	4,512,532		161,884,557		

* There is a two month lag between the payment and the receipt of Gross Receipts Taxes.

NOVEMBER 2014 (SEPT 2014 ACTIVITY)	2014	2013	Change in	Percent
Classifications (USA/CAN/MEX)	\$ Amount	\$ Amount	Dollars	Change
Agriculture, Forestry, Fishing & Hunting	267.00	-	267.00	0.00%
Mining and Oil and Gas Extraction	-	-	-	0.00%
Utilities	23,510.00	20,512.00	2,998.00	14.62%
Construction	78,437.00	37,982.00	40,455.00	106.51%
Sector 31-33 - Manufacturing	20,378.00	17,354.00	3,024.00	17.43%
Wholesale Trade	8,287.00	6,650.00	1,637.00	24.62%
Sector 44-45 - Retail Trade	296,147.00	291,173.00	4,974.00	1.71%
Sector 48-49 - Transportation & Warehousing	782.00	154.00	628.00	407.79%
Information	20,935.00	20,660.00	275.00	1.33%
Finance & Insurance	4,145.00	5,493.00	(1,348.00)	-24.54%
Real Estate, Rental & Leasing	8,558.00	11,373.00	(2,815.00)	-24.75%
Professional, Scientific & Technical Services	34,618.00	37,620.00	(3,002.00)	-7.98%
Admin and Support, Waste Mgt & Remed	21,503.00	21,226.00	277.00	1.31%
Education Services	397.00	295.00	102.00	0.00%
Health Care & Social Assistance	51,210.00	41,504.00	9,706.00	23.39%
Arts, Entertainment & Recreation	2,103.00	5,502.00	(3,399.00)	-61.78%
Accommodation & Food Services	124,847.00	128,050.00	(3,203.00)	-2.50%
Other Services (except Public Admin.)	50,465.00	53,288.00	(2,823.00)	-5.30%
Unclassified Establishments	21,972.00	3,992.00	17,980.00	450.40%
SUB-TOTAL	768,561.00	702,828.00	65,733.00	9.35%
Food Distribution	105,293.00	134,981.00	(29,688.00)	-21.99%
Medical Distribution	21,121.00	22,396.00	(1,275.00)	-5.69%
TOTAL	894,975.00	860,205.00	34,770.00	4.04%

FINANCE DEPARTMENT

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July, 2013 - June, 2014

	General Fund 1 c	General Fund 1.225 c	Capital Improv. 1/4 c	Capital Projects 1/16 c (1st)	Capital Projects 1/16 c (2nd)	Solidwaste 1/16 c	Water/Wastewater/Wastewa Projects 1/16 c (3rd)	Water/Wastewater/Wastewa Projects 1/16 c (4th)	Total Gross Receipts Tax Revenues	Effective Tax Rate	Taxable Gross Receipts	Monthly Growth Rate	Average Growth Rate
July (May)	297,203	364,074	74,301	18,575	18,575	18,575	18,322	18,322	828,201	2.7875%	29,711,261	1.35%	1.39%
August (June)	356,710	436,970	89,178	22,294	22,294	22,294	22,294	22,294	994,329	2.7875%	35,671,000	13.99%	7.88%
September (July)	354,567	434,344	88,642	22,160	22,160	22,160	22,160	22,160	988,355	2.7875%	35,456,667	5.04%	6.86%
October (Aug)	330,427	404,773	82,607	20,652	20,652	20,652	20,652	20,652	921,066	2.7875%	33,042,728	1.14%	5.39%
November (Sept)	304,558	373,084	76,139	19,035	19,035	19,035	19,035	19,035	848,955	2.7875%	30,455,795	2.18%	4.78%
December (Oct)	309,166	378,728	77,291	19,323	19,323	19,323	19,323	19,323	861,800	2.7875%	30,916,589	3.65%	4.60%
January (Nov)	276,779	339,054	69,195	17,299	17,299	17,299	17,299	17,299	771,521	2.7875%	27,677,888	0.13%	4.02%
February (Dec)	368,666	451,616	92,166	23,042	23,042	23,042	23,042	23,042	1,027,656	2.7875%	36,866,591	9.88%	4.82%
March (Jan)	279,397	342,262	69,849	17,462	17,462	17,462	17,462	17,462	778,820	2.7875%	27,939,725	-1.99%	4.11%
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May (March)	301,201	368,971	75,300	18,825	18,825	18,825	18,825	18,825	839,597	2.7875%	30,120,068	-0.73%	4.03%
June (Apr)	285,193	349,361	71,298	17,825	17,825	17,825	17,825	17,825	794,975	2.7875%	28,519,277	6.60%	4.23%
Total	3,748,090	4,591,410	937,022	234,256	234,256	234,256	234,256	234,003	10,447,547		374,799,907		

July, 2014 - June, 2015

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August (June)	309,470	379,100	77,367	19,342	19,342	19,342	19,342	19,342	862,646	2.7875%	30,946,952	-13.24%	-8.82%
September (July)	342,546	419,619	85,637	21,409	21,409	21,409	21,409	21,409	954,848	2.7875%	34,254,622	-3.39%	-6.91%
October (Aug)	362,119	443,596	90,530	22,632	22,632	22,632	22,632	22,632	1,009,408	2.7875%	36,211,935	9.59%	-2.84%
November (Sept)	318,001	389,552	79,500	19,875	19,875	19,875	19,875	19,875	886,429	2.7875%	31,800,132	4.41%	-1.49%
December (Oct)	345,411	423,129	86,353	21,588	21,588	21,588	21,588	21,588	962,834	2.7875%	34,541,123	11.72%	0.60%
January (Nov)									0	2.7875%	0		
February (Dec)									0	2.7875%	0		
March (Jan)									0	2.7875%	0		
April (Feb)									0	2.7875%	0		
May (March)									0	2.7875%	0		
June (Apr)									0	2.7875%	0		
Total	1,964,257	2,406,215	491,064	122,766	122,766	122,766	122,766	122,766	5,475,366		196,425,680		

* There is a two month lag between the payment and the receipt of Gross Receipts Taxes.

DECEMBER 2014 (OCT 2014 ACTIVITY)	2014	2013	Change in	Percent
Classifications (USA/CAN/MEX)	\$ Amount	\$ Amount	Dollars	Change
Agriculture, Forestry, Fishing & Hunting	-	-	-	0.00%
Mining and Oil and Gas Extraction	-	-	-	0.00%
Utilities	26,120.00	25,211.00	909.00	3.61%
Construction	44,207.00	29,620.00	14,587.00	49.25%
Sector 31-33 - Manufacturing	16,905.00	18,806.00	(1,901.00)	-10.11%
Wholesale Trade	7,171.00	7,483.00	(312.00)	-4.17%
Sector 44-45 - Retail Trade	400,575.00	301,524.00	99,051.00	32.85%
Sector 48-49 - Transportation & Warehousing	634.00	333.00	301.00	90.39%
Information	23,349.00	19,922.00	3,427.00	17.20%
Finance & Insurance	2,734.00	5,050.00	(2,316.00)	-45.86%
Real Estate, Rental & Leasing	12,986.00	10,150.00	2,836.00	27.94%
Professional, Scientific & Technical Services	35,808.00	32,871.00	2,937.00	8.93%
Admin and Support, Waste Mgt & Remed	20,513.00	18,807.00	1,706.00	9.07%
Education Services	354.00	709.00	(355.00)	0.00%
Health Care & Social Assistance	42,186.00	46,131.00	(3,945.00)	-8.55%
Arts, Entertainment & Recreation	2,317.00	1,044.00	1,273.00	121.93%
Accommodation & Food Services	147,597.00	125,656.00	21,941.00	17.46%
Other Services (except Public Admin.)	54,260.00	59,784.00	(5,524.00)	-9.24%
Unclassified Establishments	7,745.00	3,992.00	3,753.00	94.01%
SUB-TOTAL	845,461.00	707,093.00	138,368.00	19.57%
Food Distribution	97,006.00	144,296.00	(47,290.00)	-32.77%
Medical Distribution	24,330.00	21,935.55	2,394.45	10.92%
TOTAL	966,797.00	873,324.55	93,472.45	10.70%



December 23, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 23, 2014

Title:

El Pueblo Hall

Summary:

Presentation, discussion and direction to staff, with possible action, with regards to the appraisal, repairs and disposition for 114 Civic Plaza Drive, aka El Pueblo Hall.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

- ☐ [Letter of Transmittal](#)
- ☐ [Statement of Account](#)
- ☐ [Appraisal](#)
- ☐ [Proposal](#)

SMEDLY ENTERPRISES

REAL ESTATE VALUATION & CONSULTATION

623 KIT CARSON RD
P.O. BOX 3559
TAOS, NM 87571
OFF: (575) 758-2147
FAX: (575) 758-0085

December 09, 2014

Town of Taos
Richard Bellis, Town Manager
400 Camino De La Placita
Taos, New Mexico 87571

Re: *Appraisal of Real Property – El Pueblo Hall
114 Civic Plaza Drive, Taos, New Mexico*

Dear Mr. Bellis:

Pursuant to your request and authorization, we hereby submit the original copy of our completed appraisal report of the above referenced property.

The objective of this appraisal is to estimate market value, as defined, on the subject property.

To the best of our knowledge, this appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

Property rights appraised are fee simple title ownership, subject to easements, restrictions, or other regulations associated with fee simple ownership. The definition of market value, the contingent and limiting conditions, along with the legal description can be found in the body of this report.

In the preparation of this report, a personal inspection of the property and neighborhood was made on October 1, 2014, which will serve as the effective date of the appraisal which was completed on December 9, 2014. The results of these inspections and our investigation and the analysis are fully set forth in this report.

It is our opinion that the “AS IS” market value of the subject property as of October 1, 2014, subject to the assumptions and limiting conditions, is:

FIVE HUNDRED THOUSAND DOLLARS
(\$500,000.00)

It has been a privilege to prepare this report. Please do not hesitate to call, if you have any questions regarding this report. Thank you for your business.

Respectfully submitted,



John R. Smedly, Jr.

SMEDLY ENTERPRISES

REAL ESTATE VALUATION & CONSULTATION

P.O. BOX 3559
623 KIT CARSON RD
TAOS, NM 87571
OFF: (505) 758-2147
FAX: (505) 758-0085

TAX ID # 85-0329364

STATEMENT OF ACCOUNT

December 09, 2014

Town of Taos
Richard Bellis, Town Manager
400 Camino De La Placita
Taos, New Mexico 87571

Re: *Appraisal of Real Property – El Pueblo Hall
114 Civic Plaza Drive, Taos, New Mexico*

Appraisal Fees:

Appraisal Fees.....	\$4,000.00
NM Gross Receipts Tax (8.1875%).....	<u>327.50</u>
TOTAL APPRAISAL FEES	<u>\$4,327.50</u>

**APPRAISAL OF REAL PROPERTY
EL PUEBLO HALL
114 CIVIC PLAZA DRIVE
TAOS, NEW MEXICO**

PREPARED FOR:

**TOWN OF TAOS
Richard Bellis, Town Manager
400 Camino De La Placita
Taos, New Mexico 87571**

SMEDLY ENTERPRISES

REAL ESTATE VALUATION & CONSULTATION

623 KIT CARSON RD
P.O. BOX 3559
TAOS, NM 87571
OFF: (575) 758-2147
FAX: (575) 758-0085

December 09, 2014

Town of Taos
Richard Bellis, Town Manager
400 Camino De La Placita
Taos, New Mexico 87571

Re: *Appraisal of Real Property – El Pueblo Hall
114 Civic Plaza Drive, Taos, New Mexico*

Dear Mr. Bellis:

Pursuant to your request and authorization, we hereby submit the original copy of our completed appraisal report of the above referenced property.

The objective of this appraisal is to estimate market value, as defined, on the subject property.

To the best of our knowledge, this appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

Property rights appraised are fee simple title ownership, subject to easements, restrictions, or other regulations associated with fee simple ownership. The definition of market value, the contingent and limiting conditions, along with the legal description can be found in the body of this report.

In the preparation of this report, a personal inspection of the property and neighborhood was made on October 1, 2014, which will serve as the effective date of the appraisal which was completed on December 9, 2014. The results of these inspections and our investigation and the analysis are fully set forth in this report.

It is our opinion that the “AS IS” market value of the subject property as of October 1, 2014, subject to the assumptions and limiting conditions, is:

FIVE HUNDRED THOUSAND DOLLARS
(\$500,000.00)

It has been a privilege to prepare this report. Please do not hesitate to call, if you have any questions regarding this report. Thank you for your business.

Respectfully submitted,



John R. Smedly, Jr.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Type of Property:	Improved Commercial Building
Location:	114 Civic Plaza Drive
Purpose of the Appraisal:	To Estimate Market Value
Property Rights Appraised:	Leased Fee and Leasehold Interest
Property Appraised:	0.22 acres and Improvements
Zoning:	C-1 General Business within the Historical Overlay Zone
Highest and Best Use:	As Is
Expected Marketing Time:	36 + months.
Taxes:	N/A – Not Assessed

VALUATION

Date of Valuation:	01 October 2014
Date of Report:	09 December 2-14

Value as Indicated by the Cost Approach	\$531,000
Value as Indicated by the Sales Comparison Approach	\$550,000
Value as indicated by the Income Approach	\$403,000

FINAL VALUE ESTIMATE

0.22-ACRES & IMPROVEMENTS

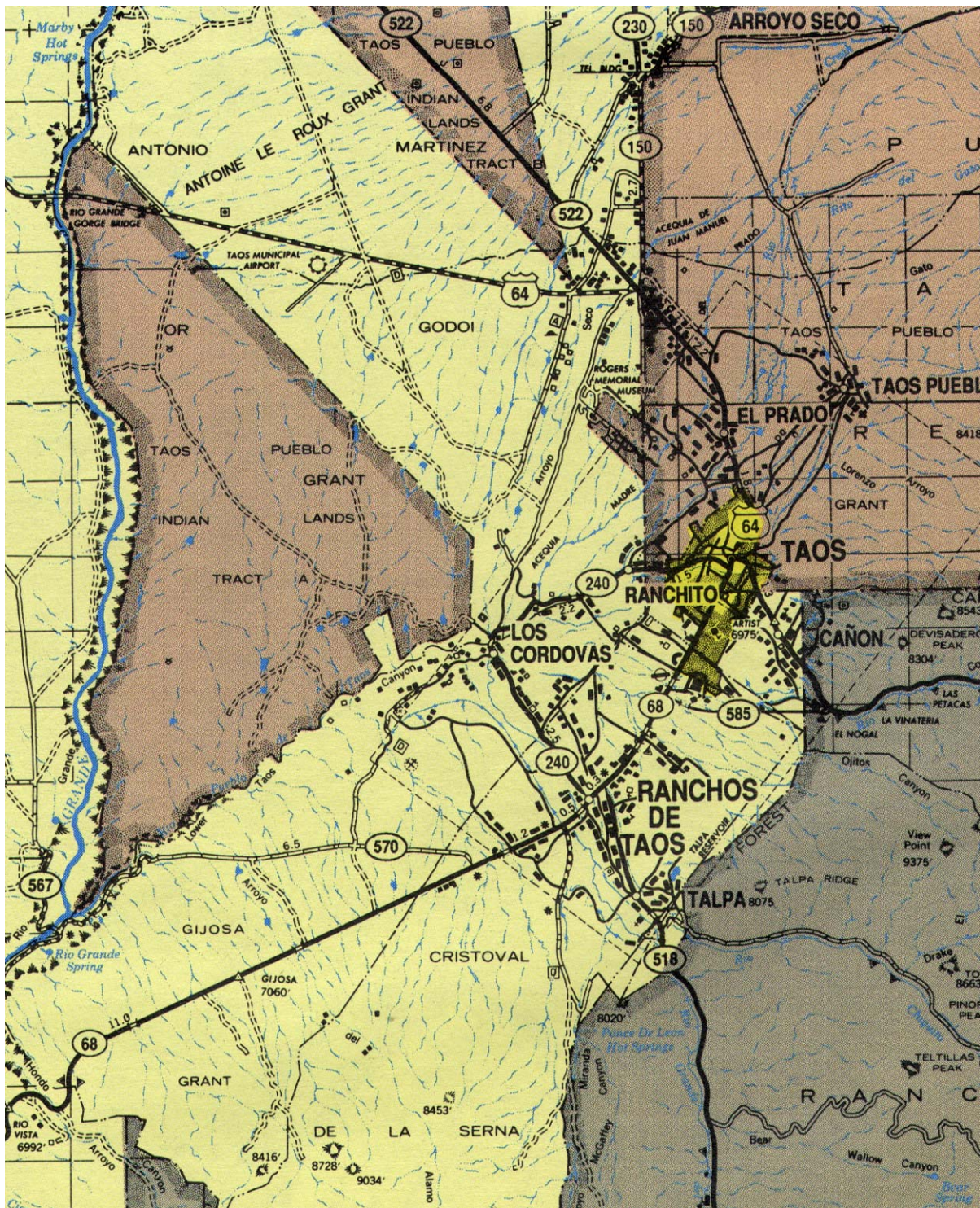
FIVE HUNDRED THOUSAND DOLLARS
(\$500,000.00)

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GENERAL AREA MAP



PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to provide an estimate of the market value, as defined, of the subject property, a (estimated) 0.22 acre lot and commercial building located at 114 Civic Plaza Drive.

It is understood this appraisal is to be utilized to establish the market value of the subject property for Town of Taos planning purposes.

DEFINITION OF MARKET VALUE

As used in this report Market Value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;*
- (2) Both parties are well informed or well advised, and each acting in what he considers his own best interest;*
- (3) A reasonable time is allowed for exposure in the open market;*
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;*
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12.C.F.R Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.)*

OWNER APPARENT

Leased Fee interest to the 114 Civic Plaza Drive property is vested in the Town of Taos with the leasehold interest being held by the Regents of the University of New Mexico as detailed in lease agreement. A copy of the lease which expires on 06/06/2015 is included in the Addenda Section of this report.

LOCATION AND LEGAL DESCRIPTION OF THE SUBJECT

The subject tract is located on the south side of Civic Plaza Drive, approximately one block west of Paseo del Pueblo Norte. The subject tract is part of a larger tract that was purchased by the Town of Taos from Kit Carson Electric in 1969. That larger tract is described as:

All of Lots numbered nine (9), ten (10) eleven (11), twelve (12) and thirteen (13) of the Hinde Addition to the Town of Taos.

A copy of the survey is in the Subject Property Description section of this report.

NO LEGAL DESCRIPTION OF THE SUBJECT PROPERTY WAS PROVIDED TO THE APPRAISER.

The subject property appears to be located on Lot 9 which is approximately 0.22 acre in size.

EFFECTIVE DATE OF THE APPRAISAL

In the preparation of this report, a personal inspection of the property and neighborhood was made on October 01, 2014. The October 01, 2014 date will serve as the effective date of the appraisal which was completed on December 9, 2014.

AUTHORIZATION

This appraisal has been prepared at the request and authorization of Mr. Richard Bellis, Town manager for Town of Taos.

SCOPE OF THE APPRAISAL

The scope of this appraisal is to prepare a complete appraisal report supporting a Market Value estimate. The valuation process is reported in a narrative format complying with the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Foundation, FIRREA Legislation, and regulations as set forth by the Resolution Trust Corporation in 12 CFR Part 1608.

As part of this appraisal, a number of independent investigations and analyses were made. The Cost, Sales Comparison, and Income Approaches to Value were considered. The application and appropriate approaches are utilized to provide a value estimate of the subject property.

The investigation and analysis involved the following:

- (1) Review of area demographic and economic information.
- (2) Inspection of the subject site and inspection and measuring of the improvements.
- (3) Accumulation and confirmation of comparable sales.
- (4) Accumulation and confirmation of comparable rentals.
- (5) Discussions with persons involved directly and indirectly with the subject property.

PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised are the free and clear (as without liens and encumbrances) rights associated with fee simple title ownership subject to restrictions, reservations and easements of record and exclusive of all mineral rights. Fee simple title ownership without limitations includes the greatest number of rights that may be lawfully owned. This includes the right to use, to sell, to lease, to encumber with mortgage, to will

any rights or the right to refuse to exercise any of these rights. Fee simple title is subject only to four governmental restrictions: escheat, police power, taxation and eminent domain.

AREA DATA

Taos County is located in north-central portion of New Mexico; the northern border of the county is the Colorado-New Mexico line. The county, roughly rectangular, is 62 miles long by 45 miles wide at its widest point and has 2,204 square miles of area. The county is 50.8% federal lands, 6.7% state lands, 4.3% federal trust lands for various Indian tribes, and the remaining 38.2% are private lands. The Town of Taos, located in center of the county on the west side of the Sangre de Cristo Mountains, at an elevation of 6,967 feet, is the County Seat of Taos County.

The county has numerous attractions; The Taos Indian Pueblo, Sangre de Cristo Mountains, Taos Ski Valley, The Rio Grande, Red River, and The Town of Taos are among some of them. The community of Taos has long been an art colony drawing many people for arts and crafts and the aforementioned attractions.

The area has long been a trade center; The Taos Indian Pueblo has been a trade center for the various Pueblo and Plains Indians since before the 1600's. With the development of the Spanish settlements of the 17th and 18th centuries, the area became a hub for the Spanish Traders and the Fur Traders. The remote location of Taos was its commercial downfall; the Santa Fe Trail bypassed Taos, as did the Railroads. Taos was isolated and has had to rely on tourism, governmental sectors, and a small amount of mining and agriculture as the economic base of the area.

The average annual precipitation for Taos County is 12.02 inches. Temperatures in the summer months will be in the 80° to 90° range with the nights averaging 20° less. The winter nights will average 0° to 30° with the days in 20° to 40° range.

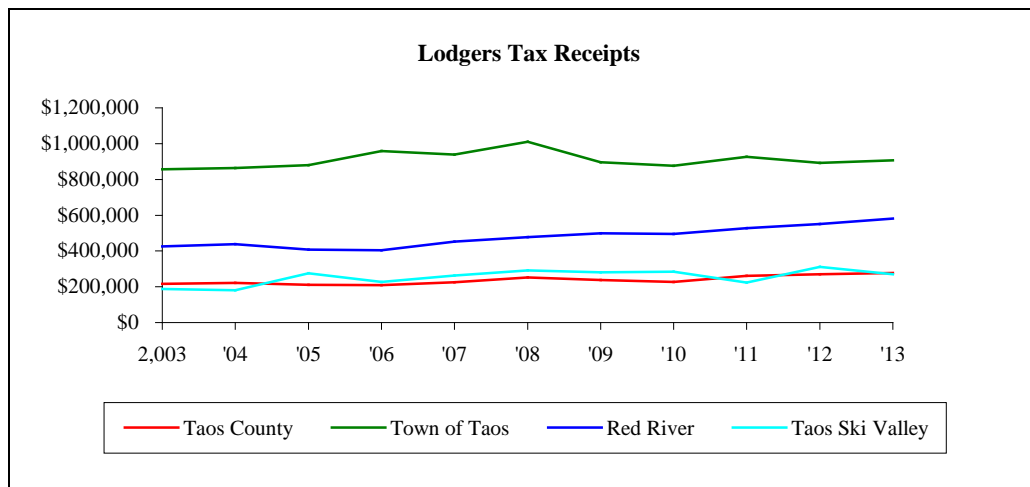
The population of the Town of Taos, 4,065 people, is an increase of 20.7% over the 1980 figure of 3,369. The Department of Economic Development and Tourism's publication, NEW MEXICO: A STATISTICAL ABSTRACT lists the villages of Questa and Red River at 1,070 people and 370 people, respectively, in 1988. This is an increase of 11.4% for Red River over the 1980 population of 332 and a decrease of 11.0% for Questa from the 1980 figure of 1,202. The 1990 Census lists the county as having a population of 23,118 people. This figure is an increase of 18.8% over the 1980 figure of 19,456. The 1995 projected county population is 25,581. Growth is expected to continue through the year 2005. The racial distribution as of the last census, county wide, is 73% White, 6.8% Indian, 0.3% Black, 0.4% Asian/Pacific and 19.6% Other. The ethnicity of the 73% White group is 64.9% Hispanic and 35.1% non-Hispanic.

AREA ECONOMIC FACTORS

The largest economic force within the county is retail trade. The remaining economic forces are the state and federal governments, the service industries, and (all making up approximately the same percentages) finance, manufacturing, construction, transportation, and public utilities sectors. Mining and agricultural activities currently occupy such a small percentage of the economic production that they are largely ignored when producing an analysis.

LODGERS TAX RECEIPTS

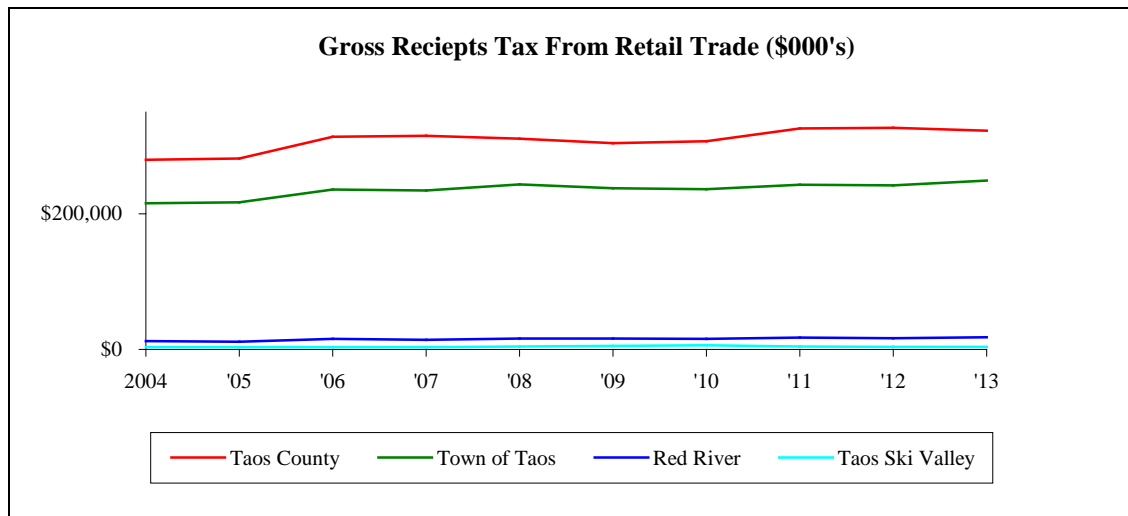
FY	Taos County		Town of Taos		Red River		Taos Ski Valley	
	Receipts	% Δ	Receipts	% Δ	Receipts	% Δ	Receipts	% Δ
2003	215,847		857,267		425,115		187,297	
2004	221,763	2.7%	864,539	0.8%	438,805	3.2%	180,321	-3.7%
2005	211,335	-4.7%	879,714	1.8%	407,010	-7.2%	275,225	52.6%
2006	209,706	-0.8%	959,364	9.1%	403,770	-0.8%	226,579	-17.7%
2007	225,851	7.7%	938,173	-2.2%	453,271	12.3%	263,600	16.3%
2008	252,995	12.0%	1,009,685	7.6%	476,842	5.2%	290,874	10.3%
2009	238,113	-5.9%	896,866	-11.2%	498,332	4.5%	280,250	-3.7%
2010	227,760	-4.3%	875,452	-2.4%	496,064	-0.5%	284,808	1.6%
2011	261,241	14.7%	926,695	5.9%	526,876	6.2%	223,792	-21.4%
2012	269,868	3.3%	893,205	-3.6%	549,950	4.4%	311,954	39.4%
2013	277,997	3.0%	906,431	1.5%	582,005	5.8%	270,344	13.3%



The overall trend in the Lodgers Tax Receipts indicates a reasonably stable level for the period between 2003 and 2013 with seasonal swings primarily due to the skiing (good snowfall or poor snowfall) in the local area and corresponding snowfall in other ski area regions (Colorado & Northern Rockies) and the following summer season access to the mountains (low snowfall equals high fire danger in the mountains thereby limiting use).

GROSS RECEIPTS FROM RETAIL TRADE (\$000's)

FY	Taos County		Town of Taos		Red River		Taos Ski Valley	
	Receipts	% Δ	Receipts	% Δ	Receipts	% Δ	Receipts	% Δ
2004	279,881		215,644		12,105		3,201	
2005	281,541	0.6%	216,860	0.6%	11,498	-5.0%	3,466	8.3%
2006	313,544	11.4%	235,630	8.7%	15,546	35.2%	3,504	1.1%
2007	315,216	0.5%	234,447	-0.5%	14,058	-9.6%	3,435	-2.0%
2008	310,685	-1.4%	243,355	3.8%	16,152	14.9%	4,137	20.4%
2009	304,431	-2.0%	237,871	-2.3%	16,192	0.2%	5,256	27.0%
2010	307,046	0.9%	236,544	-0.6%	15,558	-3.9%	6,132	16.7%
2011	325,830	6.1%	242,960	2.7%	17,516	12.6%	4,087	-33.4%
2012	325,252	-0.2%	242,124	-0.3%	16,453	-6.1%	4,001	-2.1%
2013	322,547	-0.8%	248,833	2.8%	18,134	10.2%	3,573	-10.7%



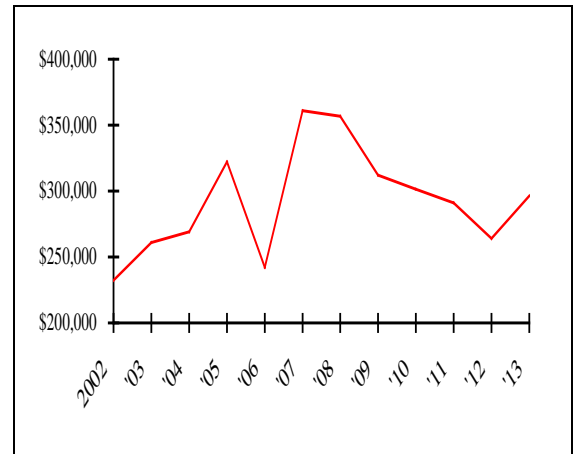
The previous tables all indicate economic growth over the last 10 years. Marketing efforts to reach other areas, for example California and the East Coast have paid off and the tourist related sector is not as dependent on the “Oil Patch” money that it once was. These growth trends also include the New Mexico ski areas as well.

The overall indications, for the North-Central New Mexico area, are for continued growth, in both summer and winter tourist traffic. This growth is reflected in the real estate market as well.

The Taos County Board of Realtors® Multiple Listing Service (MLS®) reports the following data for single-family residence sales in the service area. The area includes all of Taos County. We estimate that the information reflects approximately 90% of the sales that occur in Taos County.

SINGLE FAMILY RESIDENCE SALES – TAOS COUNTY

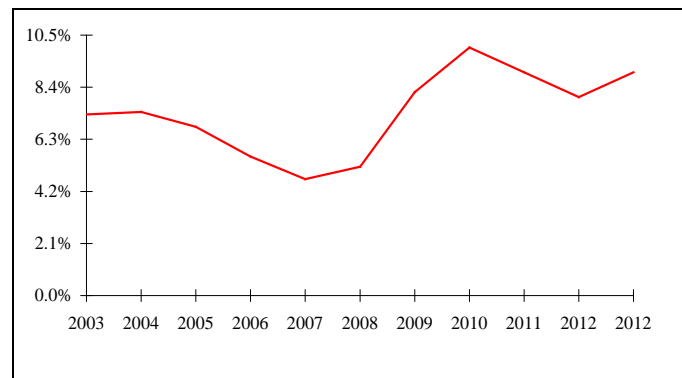
Year	Number Sales	Total Sales (000's)	Average Price/Unit
2002	284	\$65,940	\$232,184
2003	296	\$77,264	\$261,025
2004	368	\$87,570	\$269,060
2005	322	\$103,744	\$322,186
2006	294	\$100,574	\$342,090
2007	246	\$88,826	\$361,079
2008	197	\$70,269	\$356,697
2009	163	\$50,223	\$311,945
2010	179	\$53,961	\$301,459
2011	157	\$45,707	\$291,127
2012	213	\$56,245	\$264,061
2013	242	\$71,720	\$296,364



The area, in spite of the obvious economic growth, is plagued with high unemployment statistics. This is consistent with the seasonal type of employment that a tourist related economy creates. The apparent base is an unemployment rate of approximately 7.8%.

TAOS COUNTY UNEMPLOYMENT

Year	Rate
2003	10.9%
2004	7.4%
2005	6.8%
2006	5.6%
2007	4.7%
2008	5.2%
2009	8.5%
2010	10.0%
2011	9.0%
2012	8.8%
2013	9.0%



CONCLUSIONS ON ECONOMIC AND AREA ANALYSIS

The growth trends will continue to be upward; Taos County and North-Central New Mexico will continue to be a popular tourist resort area in both the winter and summer. The service industries will experience growth or will maintain at the current levels if tourism does not decline. The remaining sectors; government, manufacturing, and transportation and public utilities are expected to remain at current levels. No current planned development would create an increase in these sectors. The increase in tourism creates a spin-off increase in the real estate industry and the construction industry; these industries will continue to enjoy the economic prosperity that the increased tourism creates.

COMMUNITY FACILITIES

The facilities in Taos are excellent for a town the size of Taos. These facilities include a hospital, four large grocery stores, shopping center, art galleries, museums, churches, recreational facilities, motels, and restaurants.

ACCESS and TRANSPORTATION

Taos County is bisected from east to west by US 64 and north to south by US 285, State Road 68, and State Road 552. There is a scheduled bus service and a local airport that has a 5,800-foot, lighted runway. There is a current plan to upgrade the existing airport with the addition of an 8,600-foot east/west runway.

NEIGHBORHOOD ANALYSIS

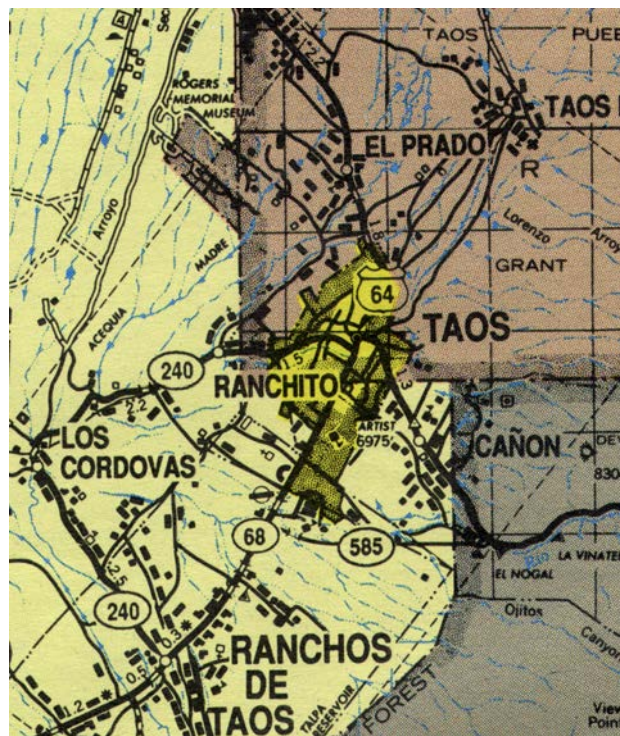
"A portion of a larger community, or an entire community, which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Inhabitants of a neighborhood usually have a more than casual community of interest. Neighborhood boundaries may consist of well defined natural or man-made barriers or they may be more or less well-defined by a district change in land use or in the character of the inhabitants." (Real Estate Appraisal Terminology, 1st printing, copyright 1981.)

The common factors within a neighborhood are similarity of improvements, zoning, and geographical boundaries. The neighborhood is not limited by geographical boundaries; therefore, the limiting factors are zoning and similarity of improvements.

The subject neighborhood is described as the commercially zoned areas north of the Taos Plaza from Camino de Placitas on the west and Paseo de Pueblo Norte on the east. Due to lack of comparable properties within the neighborhood area, sales were considered from all commercially zoned (CBD, C-1, C-2, and HCPD) areas within the Town limits of Taos.

The Taos County Volunteer Fire Department located in the Town of Taos provides fire protection. Police protection is provided by the Town of Taos Police Department, Taos County Sheriff's Department and the New Mexico State Police all located in the Town of Taos.

NEIGHBORHOOD AREA MAP



HISTORY OF THE PROPERTY

As required by the Code of Professional Ethics and Standards of Professional Practice established by the various professional organizations to which we adhere, the appraisal report must consider and analyze any current agreement for sale, options, listings, and any sales of the properties in the past three years.

The Town of Taos acquired the larger tract including the subject property via a Warranty Deed from Kit Carson Electric Cooperative, Inc., on 26 September 1977. A portion (3,986 sf per the lease agreement) of the subject building was leased to the Regents of the University of New Mexico on June 6, 2011 for a period of 4 years.

The following information, pertinent to the subject, was found when a search of Taos County records was made. The appraiser makes no claim of completeness or accuracy with regard to the search. This is provided for informational purposes only.

<u>Filing Date</u>	<u>Book & Page</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Tract Size (sf.)</u>	<u>Type of Instrument</u>
09/26/1977	A-145 70	Kit Carson Electric Coop	Town of Taos	9600 sf.	Warranty Deed

TAXES AND ASSESSMENTS

Ad Valorem taxes in New Mexico are based on the taxable value of a property. The taxable value is the market value, as determined by the Taos County Assessor's Office, divided by three. The Taos County Assessor assesses the subject as a part of the larger 5 lot (Lots 9, 10, 11, 12, 13) parcel purchased from the Kit Carson Electric Cooperative, Inc. The larger tract is listed as 1.10 acre.

The following table presents the property number, owner number, market value, and assessed value.

<u>Property Number</u>	<u>Owner Number</u>	<u>Market Value</u>	<u>Assessed Value</u>	<u>2014 Taxes</u>	<u>Taxes Paid</u>
1074149238041	0015707	481650	160550	Exempt	Exempt

PROPERTY LOCATION TO PUBLIC ROADS -- INGRESS AND EGRESS

The subject is located on Civic Plaza Drive, a public road. The ingress and egress, off a public road, is good and presents no problems or special concerns to the use of the property. The Town of Taos Land Use Development Code Section 16.20.040, "REQUIRED OFF-STREET PARKING", requires a minimum of one (1) off-street parking space for every two hundred-fifty (250) square feet of gross floor areas used for government offices. The subject has 4,775 square feet of gross building area requiring 19 parking spaces. The available parking is sufficient for the current use.

DETRIMENTAL INFLUENCES, NUISANCES, AND HAZARDS

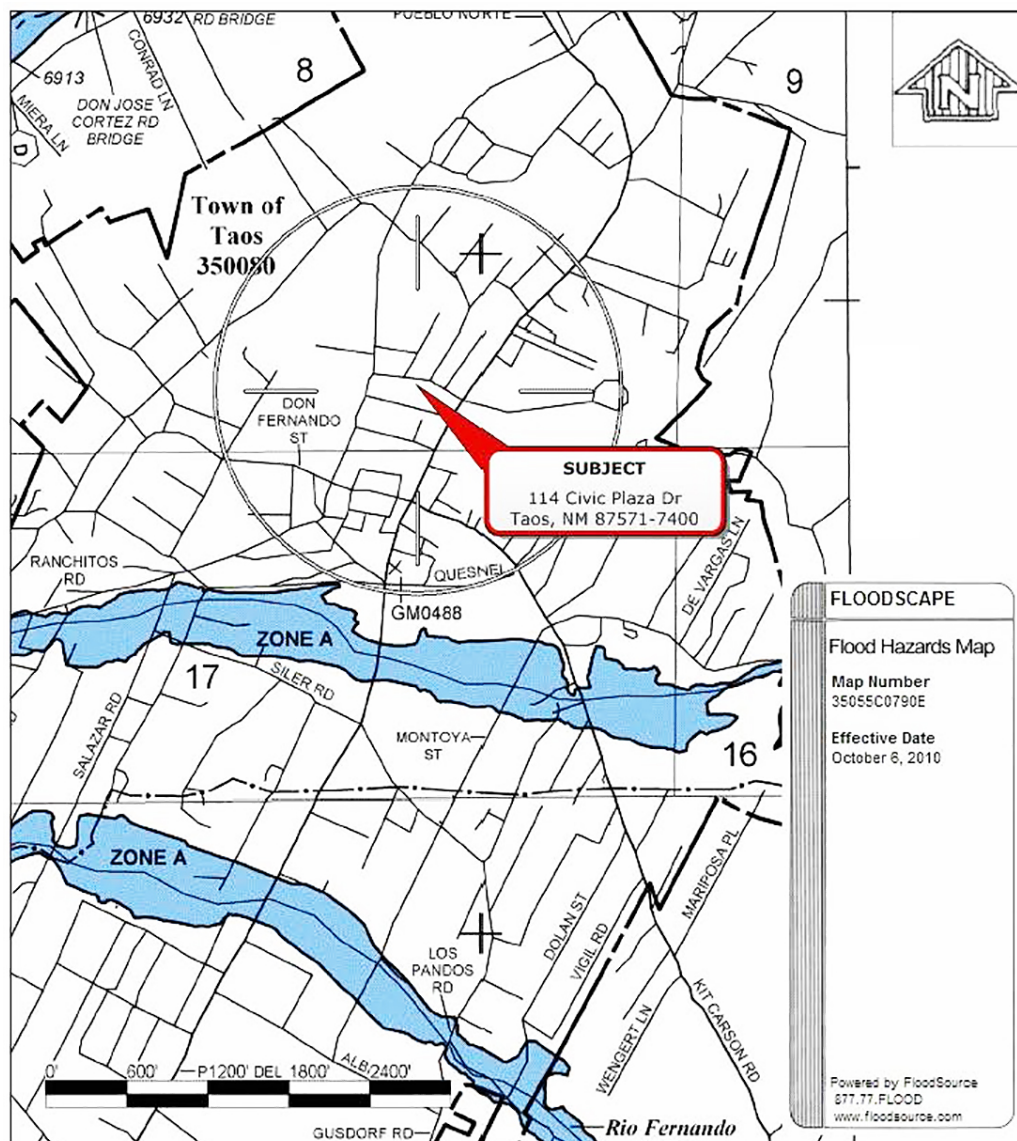
The appraiser did not find any indication of any existing external influences, nuisances, or hazards, either off or on the property, which might create a negative economic impact on the subject units.

ENVIRONMENTAL HAZARD POTENTIAL

The appraisers did not find any indication of any existing environmental hazards or toxic waste on the subject property site. No unknown substances were found on the site.

The location is located in an area designated Zone X and not considered to be in a flood hazard area as defined by the National Flood Insurance Program's Flood Insurance Rate Map for the area (panel # 35055C0790E).

FLOOD HAZARD AREA MAP



SOIL CONDITIONS AND TOPOGRAPHY

The soils in the area are described as Fernando clay loam, 1 to 3 percent slopes (map symbol – FeB).

Fernando clay loam is a deep, well-drained, gently sloping soil that formed in alluvium on alluvial fans. Slopes are smooth and convex. Typically, the surface layer is brown clay loam about 7 inches thick. The subsoil is brown silty clay loam about 18 inches thick. The substratum is light brown silt loam to a depth of 60 inches or more. The soil is lightly calcareous in the upper 15 inches and strongly calcareous below that. Permeability is moderately slow and the available water capacity is high. Runoff is medium and the hazard of water erosion is moderate to severe. Wind erosion is a moderate hazard. The effective rooting depth is 60 inches or more.

This soil has medium potential for most urban uses. Low strength and the moderate shrink-swell potential and moderately slow permeability in the subsoil are limitations. The shrinking and swelling and the low strength can be overcome by good design and careful installation. The moderately slow permeability is a limitation to the use of soil for septic tank absorption fields.

The topography is level with drainage from the northeast to the southwest.

SOILS MAP



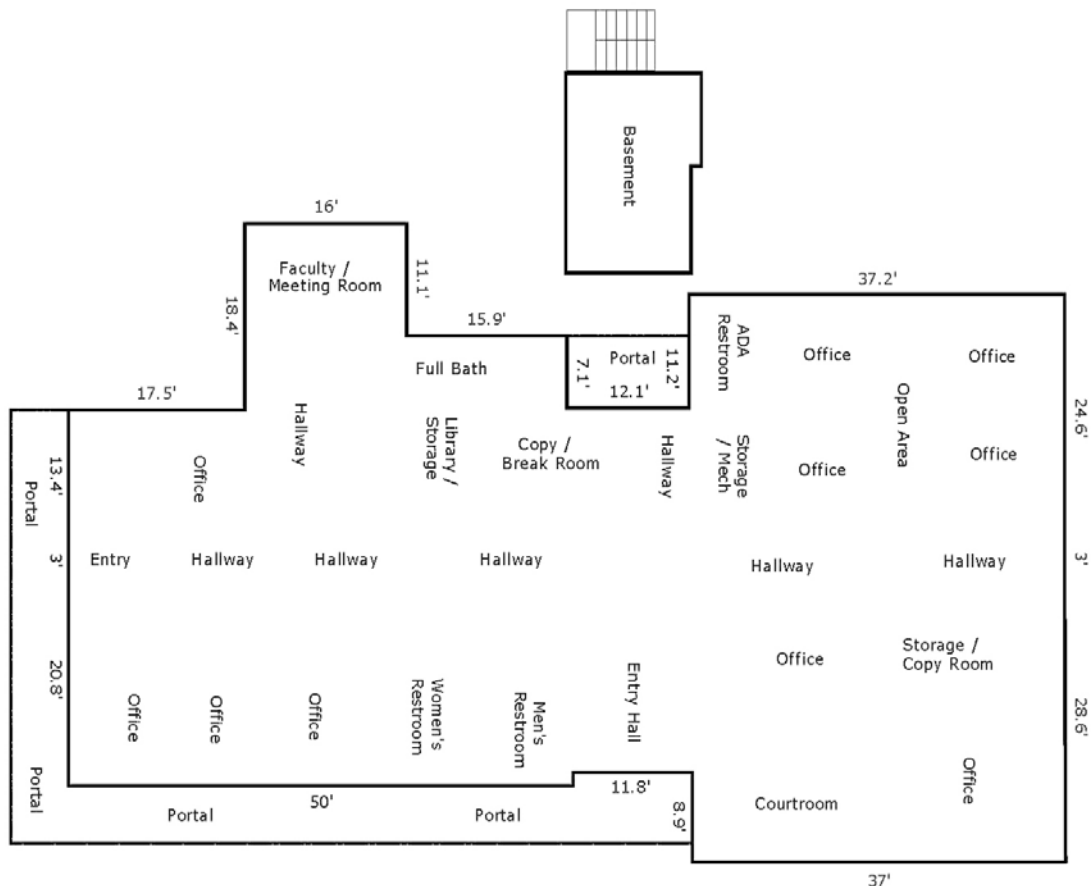
DESCRIPTION OF THE IMPROVEMENTS

The improvements consist of 4,775 square feet of heated building area and a 255 square foot unfinished basement.

The building is stucco on adobe construction with a flat roof. The roof condition is described as being totally depreciated with numerous leaks requiring a complete re-roofing. The typical interior is plastered or textured drywall on frame construction with a few interior walls being adobe with plaster, acoustic panel (drop with suspension system) ceiling, and carpet and tile flooring. One restroom had vinyl flooring. The heating/cooling is gas warmed forced air with central air conditioning. Additionally, there are hot water baseboard heaters in several of the individual office rooms and restrooms. The site improvements are limited landscaping and parking area.

Construction and quality are average and adequate for the intended use. The overall condition is fair to average with the roof condition being the major detractor. The actual age is estimate at 70+ years (subdivision was platted in 1928) with an effective age of 20 years (primarily due to heat systems and fixtures). Utilities are typical; electricity, natural gas and telephone.

BUILDING SKETCH



AERIAL MAP



AMENDATORY PLAT OF HINDE ADDITION TO THE TOWN OF TAOS

SUBJECT PHOTOGRAPHS



Side View from Parking Lot – Main Entrance



Civic Plaza Drive – Front View

SUBJECT PHOTOGRAPHS



Civic Plaza Drive – View to East



Parking Area

SUBJECT PHOTOGRAPHS



Martyrs Lane View to East



Side View

SUBJECT PHOTOGRAPHS



Back Entrance



Back View

SUBJECT PHOTOGRAPHS



Main Entry



Hallway

SUBJECT PHOTOGRAPHS



Office View



Office View

SUBJECT PHOTOGRAPHS



Office View



Office View

SUBJECT PHOTOGRAPHS



Office View



Office View

SUBJECT PHOTOGRAPHS



Women's Restroom



Men's Restroom

SUBJECT PHOTOGRAPHS



Ceiling Damage due to Water Leak



Ceiling Damage due to Water Leak

SUBJECT PHOTOGRAPHS



Basement Storage



Basement Mechanical

THE APPRAISAL PROCESS

The appraisal process involves the interpretation of the economic, sociological, physical, and political forces that have an effect on a specific property. The procedure involves physical inspection and proper identification of the property, preliminary plan, data collection and analysis, application of appropriate approach or approaches to value, reconciliation of these value estimates, and a final estimate of market value.

The three approaches employed in the appraisal process are the Cost Approach, the Income Approach, and the Sales Comparison Approach. When sufficient data and information are available, all approaches are used; with some properties it not possible or feasible to obtain adequate information to utilize all approaches to value.

The Cost Approach provides a value based on the replacement cost new of the improvements less the accrued depreciation from all causes; the value of the site being derived by a Sales Comparison Approach analysis of similar, vacant sites that have sold. The cost approach is based on the principle of substitution that states that the informed and rational purchaser/investor will pay no more for an existing improved income property the cost of producing a substitute property with the same utility. This approach is usually relied upon when the improvements are new, or nearly new, and are fully utilized for their designed intent.

The Cost Approach is important as it provides the measure for which we estimate the "going-concern value," if any. After concluding an estimate for the total property value, both tangible and intangible, the cost approach is utilized under a "use value concept" to arrive at tangible property value. The tangible value for the land, the improvements, and the furniture, fixture & equipment (FF & E) are deducted from the total property value. The remainder is considered intangible "going-concern value."

The Income Approach calculates the value by establishing a typical income and expense schedule for the subject with the resulting net income capitalized to obtain an estimate of value.

The Sales Comparison Approach utilizes recent sales of similar properties, by comparing them to the property being appraised.

Ultimately, the different approaches are correlated into a single value conclusion. This is a process by which the appraiser evaluates the data; reconciles the facts and observations developed in the three value indicators; and selects a single value estimate that most nearly represents what the typical, informed, prudent, and rational purchaser/investor would pay for the subject property, if it were available for sale on the open market and what a rational owner/seller would sell the property for (without undue duress) as of the date of appraisal.

HIGHEST AND BEST USE AND ZONING

Real estate is valued in terms of its Highest and Best Use, which is defined as:

"The reasonable and probable use that supports the highest present value, as defined, of the effective date of the appraisal."

Alternatively,

The use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, and financially feasible that results in the highest land value.

The definition immediately above applies specifically to the Highest and Best Use of land. It is recognized that in cases where a site has existing improvements on it, the Highest and Best Use may well be determined to be different from the existing use. The existing use will continue, however, unless and until the land value in its Highest and Best Use exceeds the total value of the property in its existing use." (American Institute of Real Estate Appraisers, *THE APPRAISAL OF REAL ESTATE*, 9th. edition. Chicago: American Institute of Real Estate Appraisers, 5th. Printing 1987.)

The concept of highest and best use can also be applied to an improved property whose improvements have a remaining economic life. In this context, highest and best use can refer to that use of the existing improvements that is most profitable to the owner. It is possible to have two different highest and best uses for the same property: one for the land ignoring the improvements and another that recognizes the improvements.

The "maximized wealth" may or may not be in terms of money. It may be amenities or the enjoyment of use, such as found in a single-family residence. A determination of highest and best use is made both for the site as though vacant and capable of being put to its highest and best use, and as improved. As long as the existing improvements contribute sometime to the overall property value, over and above the site itself, this is the highest and best use of the property.

In estimating the Highest and Best Use, the site is evaluated through five stages:

1. Possible Use -- For what uses is it physically possible to put the subject site to?
2. Appropriate Use -- What is the most appropriate use based on the neighborhood's growth directions or trends and existing make-up?
3. Permissible or Legal Use -- What uses are permitted by zoning and/or deed restrictions on the subject site?
4. Feasible Use -- Which possible and permissible uses will provide any net return to the owner of the site?
5. Highest and Best Use -- Among the feasible uses, which will provide the highest net return to the owner?

HIGHEST AND BEST USE -- AS IF VACANT

1. Physically Possible Use

The subject property (0.22 acre) is large enough for any legal possible use. The topography is level. The soils are of a type as to support any construction that would be placed on the tract, if proper construction techniques were used. The subject is located within the Taos Town limits. The town has a sewer system in place, eliminating the slow permeability problem as described in the Soil Condition and Topography Section of this report.

2. Appropriate Use

The area is a mixture of residential and commercial buildings. The typical commercial uses are a mix of professional office and gallery or retail space.

3. Permissible or Legal Use

The four most common land uses are agricultural, residential, commercial and industrial. The property is located within the C-1 Neighborhood Commercial Zone which is within the Historic Overlay Zone;

The C-1 Neighborhood Commercial zone is defined as; *"The C-1 zone is intended for neighborhood oriented, small scale commercial uses primarily to supply convenient goods and services to the residents of the neighborhood areas in which the C-1 zone is located. Mixed use is encouraged in the C-1 zone. (ord.03-07, 2003; Ord. 99-05, 1999).* The Town of Taos, Land Use Development Code.

The Historical Overlay Zone is defined as; *"The town intends to protect, preserve, and perpetuate areas of historical, cultural, architectural, artistic or geographical significance located within the town of Taos. The town finds it desirable to protect and enhance the town's economic base by attracting tourists, visitors and residents; to stabilize and improve property values; to foster civic pride by protecting the town's unique cultural heritage by prohibiting the unnecessary destruction and defacement of its cultural assets; to preserve historic architectural design and integrity; and to ensure the harmonious, architecturally sympathetic, orderly and efficient growth and development of the town. (ord. 99-05, 1999).* The Town of Taos, Land Use Development Code.

Permitted uses include residential and commercial properties. A copy of the C-1 Zone and the Historic Overlay Zone codes are located in the addendum section of this report. The only other legal restriction to use would be those that are found in any applicable deed covenants or deed restrictions.

The requirements for development include maximum overall density, minimum lot size, minimum lot width, minimum setback requirement, maximum lot coverage, and

performance standards (adherence to building codes). Specific site uses have different parking requirements; the site is large enough to allow enough parking, given that the chosen use is a legal, permitted use. Additionally, the Historic Overlay Zone requirements include building design, layout with respect to streets, maintenance of existing buildings and restrictions regarding demolition of existing 'contributing' properties.

4. Feasible Use

Necessary ingredients to ensure the success of commercial developments are a steadily growing population base and commensurate job growth. The Area Economic Analysis section of this report clearly indicates that the local economy growing at steady rate. Any legal commercial use that would create economic returns to the property is considered a feasible use.

LAND VALUE

The criterion for a comparable was threefold; available for commercial use (zoned CBD, C-1, C-2 or HCPD), similar frontage and vacant and available for development. Characteristics that require adjustment include time of sale, the location within the commercial area, and size. No recent (within the last 15 years) sales of vacant tract that have comparable location influences were found. Comparable sale one is a recent sale but is located outside of the C-1/Historical Overlay Zone. The following table lists the comparable sales used. Complete data sheets, with photographs, are located in the Addendum Section of this report.

C-1 ZONED -- COMPARABLE LAND SALES CHART

Sale No	1	2	3
Sale Date	08/09/2013	7/16/99	1/14/97
Data Record	MLS 93743	N/A	CT.375
Dist. to Subject			
Location	Paseo P.N	Paseo P.N.	Paseo P.S
Utilities	All	All	All
Size (sf)	11,400	18,121 sf	16,300 sf
Improvements	None	Shell	None
Improvement Value	0	\$25,000	0
Sales Price	\$170,000	\$450,000	\$330,000
Land Value	\$170,000	\$425,000	\$330,000
Price / Sq. Ft.	\$14.91	\$23.45	\$20.25

SUMMARY OF LAND SALES

All sales sold for cash or cash equivalent financing. No financing arrangement adjustment is required. Market conditions generally change with time, while the date of an appraisal is a specific point in time. Therefore, past sales must be examined in light of the direction of change between the sale date and the effective date of the appraisal. Due to the

lack of recent sales a time adjustment is not appropriate. This lack of supporting sales data is due to the fact that no comparable commercial tracts have been offered to the market.

Sale two (2 blocks north of the Taos Plaza on Paseo del Pueblo Norte) was improved with a concrete block building that was a service station. The building was stripped of all furnishings and fixtures. The estimated improvement value is \$35,000. Sale three (½ block south of the Taos Plaza on Paseo del Pueblo Sur) is a vacant lot. All comparables are considered equal to the subject with respect to commercial location.

Due to the lack of more recent comparable sales a mid range value is considered the best indicator of value; \$20.00 per square foot is deemed appropriate for the 0.22 acre tract.

CALCULATED: 9,583 Sq. Ft. @ \$20.00/sf = \$191,664

Rounded: \$192,000

THE AS IF VACANT VALUE, AS INDICATED BY THE SALES COMPARISON APPROACH FOR THE 9,583 SQUARE FOOT TRACT IS:

**ONE HUNDRED NINETY-TWO THOUSAND DOLLARS
(\$192,000.00)**

COMPARABLE LAND SALES MAP



HIGHEST AND BEST USE -- AS IMPROVED

1. Physically Possible Use

The subject is improved with a 4,775 square foot commercial building. The subject improvement is properly designed and constructed; any legal use can be utilized.

2. Appropriate Use

The neighborhood is a mixture of commercial (profession office space, art galleries, retail space and restaurants) and residential properties. The current use (office space) is an acceptable use within the neighborhood.

3. Permissible or Legal Use

The improvements conform to the allowed use restrictions, as set out in the Land Use Development Code.

4. Highest and Best Use

Based on the aforementioned reasoning, the highest and best use of the subject is that use that will return the highest economic return to the property. The current market indicates a stable demand for commercial space in the Town of Taos. The current income stream indicates reasonable economic returns to the property; therefore, we consider the Highest and Best Use of the property to be that which it is currently being used.

NATURAL, CULTURAL, RECREATIONAL, OR SCIENTIFIC VALUE

The subject has, in the opinion of the appraisers, no natural, cultural, recreational, or scientific value.

EXPECTED MARKETING PERIOD

Research of the commercial or income producing sales listed by the Taos County Board of Realtors indicates an expected marketing time for the subject of 12 to 36 months.

VALUE INDICATED BY THE COST APPROACH

The Cost Approach is a valuation technique that derives an indication of value for the property by comparing it to the cost of a newly constructed building with optimal utility. This involves the following steps:

- 1) Estimate the value of the site as though vacant and available for its highest and best use;
- 2) Estimate the Reproduction Cost New (RCN) of the improvements;
- 3) Estimate the elements of accrued depreciation; physical deterioration, functional and economic obsolescence;
- 4) Subtract the total accrued depreciation from the RCN to determine the Present Depreciated Value of the improvements;
- 5) Add the estimated depreciated worth of all site improvements;
- 6) Add the total present worth of all the improvements to the estimated site value to derive an indication of value for the subject as indicated by the cost approach.

In estimating the reproduction cost new of the improvements, consideration is given to the cost information as provided by the Marshall and Swift Cost Valuation Service, a national cost data source, as well as local construction costs as provided by market participants.

REPRODUCTION COST NEW OF IMPROVEMENTS

4,775 Sq. Ft. Building -- Long Lived Items

	Sq.Ft.		\$/sf	Cost
Site Preparation	4,775	@	0.29	1,385
Foundation	4,775	@	2.68	12,797
Floor Structure	4,775	@	6.52	31,133
Exterior Walls	3,838	@	23.35	89,617
Roof Structure	4,775	@	6.73	32,136
Interior Partitions	4,775	@	19.90	95,023
Basement	255	@	25.00	6,375
Portal	612	@	17.00	10,400
Total Long Lived Items				\$278,870

4,775 Sq. Ft. Building -- Short Lived Items

Floor Cover - Tile	2,865	@	11.05	\$31,658
Floor Cover - Carpet	1,910	@	2.75	5,253
Roof Cover - Foam	4,775	@	5.61	26,788
Ceiling - Drop Tile	4,775	@	7.20	34,380
Plumbing	4,775	@	4.42	21,106
Heating	4,775	@	11.60	55,390
Electrical	4,775	@	8.27	39,489
Total Short Lived Items				\$214,064

TOTAL BUILDING COST (Existing Building)	\$492,394
Architectural Fees 6.7% of Building RCN	33,027
TOTAL BUILDING COST (Existing Building)	\$525,961
Location Multiplier (Local & Regional per Marshall & Swift) 18.0%	94,673
LOCALLY ADJUSTED TOTAL BUILDING COST	\$620,634

DEPRECIATION -- PHYSICAL AND FUNCTIONAL

	Expected Life	Effec. Age	Percent Deduc.	Dollar Deduc.
4,775 sf Building	50	25	50.0%	\$139,435
Floor Cover	20	20	100.0%	31,658
Roof Cover	30	30	100.0%	26,788
Ceiling	20	10	50.0%	17,190
Plumbing	28	15	53.6%	11,313
Heating	13	8	61.5%	34,065
Electrical	28	15	53.6%	21,166
Total Physical Depreciation				(\$281,615)
Economic and Functional Obsolescence				0

TOTAL DEPRECIATION	(\$281,615)
TOTAL DEPRECIATED VALUE OF IMPROVEMENTS	\$339,019
TOTAL LAND CONTRIBUTION (Highest & Best Use Analysis)	\$192,000

VALUE AS INDICATED BY THE COST APPROACH **\$531,019**
Rounded: **\$531,000**

VALUE AS INDICATED BY THE SALES COMPARISON APPROACH

The Sales Comparison Approach to Value is the process of comparing the subject to other similar properties that have recently sold. This type of property is an income producing property that is typically purchased for economic benefits. Although the comparables may be dissimilar in size, location, or condition, they are all income producing properties. The subject is evaluated by application of the Sales Price per Square Foot. The Sale Price per Square Foot method estimates the value contribution of the improvements on a per square foot basis. The comparable is compared to the subject relative to this per square foot value contribution.

The subject is a 4,775 square foot commercial building located on a major side street, one block north of the plaza in Taos. The location is good in terms of access and location for retail or restaurant space.

We have researched the market for sales of comparable properties and have found the following information. Complete data sheets on the comparable sales are in the Addendum Section of this report.

IMPROVED COMPARABLE SALES TABLE

Comp. No.	Property Location	Type of Use	Sales Price	Net Building \$/Sq.Ft.	Size Sq.Ft.	Annual Income	Annual Rent/sf	GIM	Expense Ratio	Cap Rate
1	103 Bent	Retail	\$660,000	\$87.25	4,350	\$49,200	\$11.31	160.98	0.30	5.22%
2	114 Dona	Retail	\$250,000	\$72.79	2,106	\$19,200	\$9.12	156.25	0.30	5.38%
3	201 Cruz	Office	\$395,000	\$101.61	3,468	\$43,200	\$12.46	109.72	0.30	7.66%

DESCRIPTION OF COMPARABLE SALES

Sale One sold September 18, 2014 for \$660,000. The negotiated sales price was \$700,000 with a seller allowance to the buyer of \$40,000 due to the building inspection report. The building is located on Bent Street with limited parking. Additional parking is located on Martyrs Lane. The building was 100+ years old and in average condition at the time of sale. The site is valued at \$280,475 (\$25.00/sf land), leaving \$378,525 or \$87.25 per square foot as the building contribution.

Sale Two sold July 24, 2012 for \$250,000. The building is located on Dona Luz Street with limited parking. The building was 100+ years old and in average condition at the time of sale. The site is valued at \$96,705 (\$15.00/sf land), leaving \$153,295 or \$72.76 per square foot as the building contribution.

Sale Three sold April 1, 2013 for \$395,000. The building is located on Cruz Alta Road with good visibility and adequate parking. The building was 29 years old and in good

condition at the time of sale. The subject (3 units) is 55.9% of the total site or \$42,613 (\$3.50/sf land), leaving \$352,387 or \$101.61 per square foot as the building contribution.

The range in adjusted per square foot building contribution is \$87.25, \$72.79 and \$101.61 respectively for sales one, two, and three. All comparables are in superior condition than the subject with comparables one and two being the most similar, both with respect to location, construction and condition. A value of \$75 per square foot for the subject is reasonable.

The resulting calculations are:

4,775 sf Commercial Building	@	\$75.00/sf	=	\$358,125
Land Contribution (from Highest & Best Use Analysis)				<u>\$192,000</u>

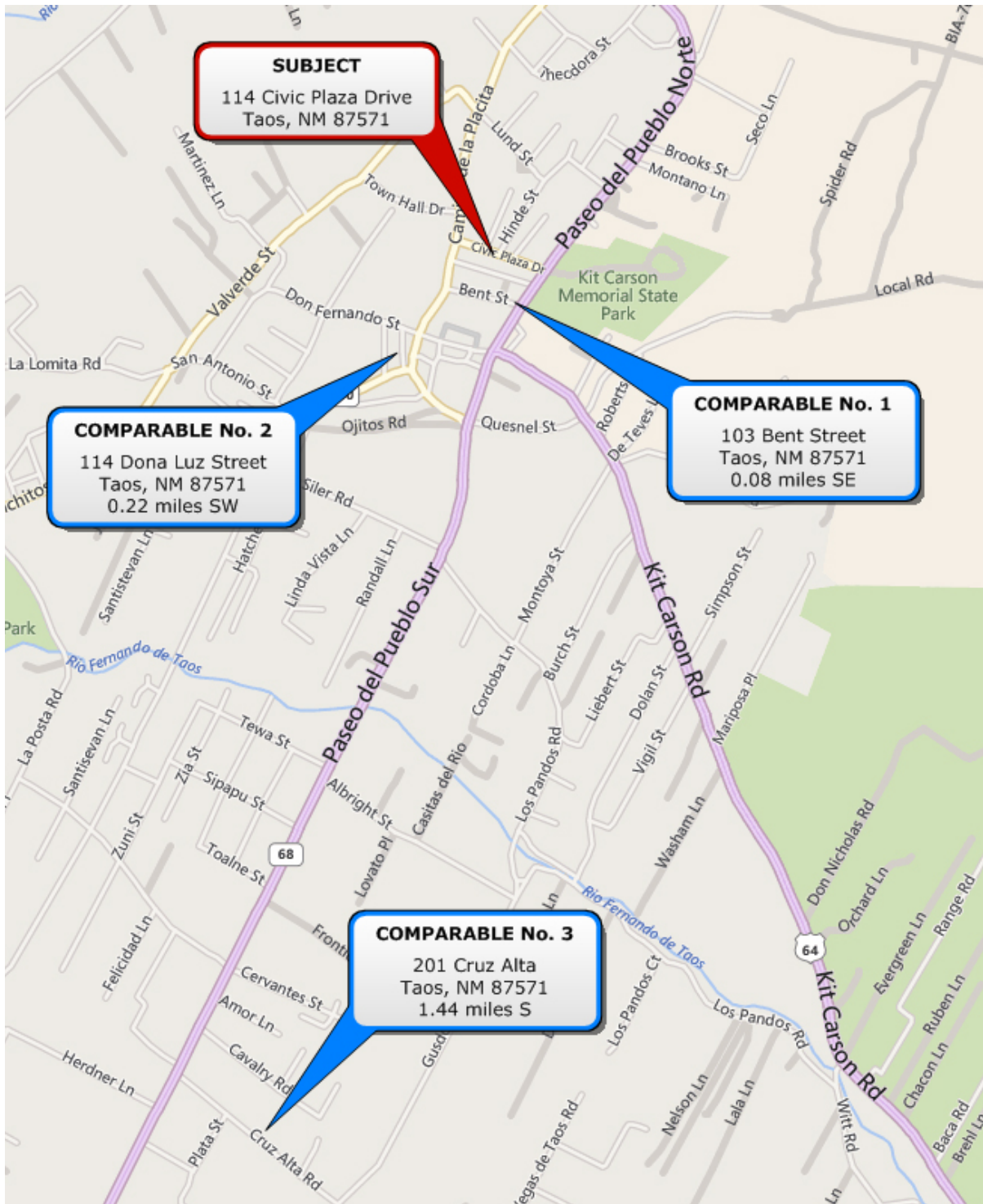
Value as indicated by the Sales Price per Sq. Ft. Method	\$550,125
-----------------------------------------------------------------	------------------

Rounded:	\$550,000
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**THE VALUE AS INDICATED BY THE SALES COMPARISON APPROACH
FOR THE 0.22-ACRE TRACT AND IMPROVEMENTS IS:**

**FIVE HUNDRED FIFTY THOUSAND DOLLARS
(\$550,000)**

IMPROVED COMPARABLE SALES LOCATION MAP



VALUE AS INDICATED BY THE INCOME APPROACH

The Value Indicated by the Income Approach is a valuation technique predicated on the earnings' capacity of a property. The indication of value is calculated as the present worth of the future economic returns that the property is anticipated to generate over its economic life under typical and competent management and ownership. To employ the Income Approach, the appraisers must first identify the anticipated economic returns that the subject is capable of producing in the relevant market environment, and second, identify the relationship between these returns and market value.

The subject is fully occupied with a two tenants; the Town of Taos leases a 3,986 sf portion of the 4,775 sf building (83.5%) at a lease rate of \$17,686.50 (\$4.44/sf). The lease is a 4 year least beginning June 6, 2011. The balance of 789 sf is used by the Town of Taos.

The summary of commercial rental rates in the Taos area indicates a wide range in lease rates; ranging from less than the \$4.44/sf (subject) to over \$20/sf depending on the location, condition and use. When compared to the comparables (Bent Street – \$11.31/sf, Dona Luz Street – \$9.12/sf and Cruz Alta Road – \$12.46/sf), a reasonable rent rate for the 789 sf Town of Taos office portion is \$12.00. The lease rate with the University of New Mexico is low but is reasonable for the condition and age of the subject offices that are utilized by the University of New Mexico. A Vacancy and Credit Loss rate of 0% is reasonable for the two governmental type occupants of the building.

PROFORMA INCOME STATEMENT

INCOME – 114 CIVIC PLAZA DRIVE

UNM Lease – 3,986 square feet	\$17,686	
789 sf occupied by Town of Taos	9,468	
(Less) Vacancy & Credit Loss – %	<u>(0)</u>	
EFFECTIVE GROSS INCOME		\$27,154
FIXED EXPENSES		
Taxes (N/A)	\$0	
Insurance (Self Insured)	<u>0</u>	
TOTAL FIXED EXPENSES	\$0	
VARIABLE EXPENSES		
Utilities (Tenant Paid)		
Repairs & Reserves N/A	\$5,000	
Mgmt. 0% of Eff. GI	<u>\$0</u>	
TOTAL VARIABLE EXPENSES	\$5,000	
TOTAL ESTIMATED EXPENSES		<u>(\$5,000)</u>
NET OPERATING INCOME –114 CIVIC PLAZA DRIVE		\$22,154

CAPITALIZATION OF NET OPERATING INCOME

Due to the poor selection of comparable sales from which a capitalization rate can be calculated, we have provided an estimation of a capitalization rate by use of a technique known as Mortgage-Equity Capitalization in addition to the market derived rate. This estimate is based on an owner's equity of 25%, a return on equity of 14%, a mortgage for 15 years at 8.25%, and a 10-year holding period and a conservative annual appreciation rate of 3.5%. Local banks indicate a range of rates between prime plus 2.0% to prime plus 6.0%, with a maximum of a 3-year call, depending on the circumstances of the individual borrower.

The following formulation is from *Capitalization Theory and Techniques--Study Guide*, published by the American Institute of Real Estate Appraisers.

	Portion		Rate		Weighted Rate
Mortgage loan (Principal & Interest)	0.75	x	0.1164	=	0.0873
Owners Equity	0.25	x	0.14	=	0.0350
Weighted Average.....					0.1223
(less) Credit for Equity Buildup					
0.524	x	0.75	x	0.0517	= (0.0203)
Basic Capitalization Rate -- 10 years					0.102
Adjustment for expected appreciation					(0.0212)
Final Overall Cap Rate.....				0.0808	= 8.1%

The capitalization rates for the comparables is 5.22%, 5.38% and 7.66% for comparables one, two and three respectively. When evaluated against the Mortgage-Equity rate of 8.1%, a mid range capitalization rate of 5.5% is appropriate. The value as indicated by the income approach is determined by dividing the net operating income by the capitalization rate. The resulting calculation is:

Net Operating Income / Cap Rate = Indicated Value

\$22,154 / 0.055 = \$402,800

Rounded: \$403,000

RECONCILIATION

The final step in the appraisal process is the reconciliation of all data and the analysis presented and a final estimate of value. A detailed analysis of the pertinent data influencing the value of the subject has provided the following indications of value:

Value as Indicated by the Cost Approach	\$531,000
Value as Indicated by the Sales Comparison Approach	\$550,000
Value as indicated by the Income Approach	\$403,000

The cost approach provides a value based on the replacement cost new of the improvements less the accrued depreciation from all causes; the value of the site being derived by a Market Data Approach analysis of similar, vacant sites that have sold. The cost approach is based on the principle of substitution that states that the informed and rational purchaser/investor will pay no more for an existing improved income property the cost of producing a substitute property with the same utility. The cost approach is usually relied upon when the improvements are new, or nearly new, and are fully utilized for their designed intent.

The cost approach is important as it provides the measure for which we estimate the "going-concern value," if any. After concluding an estimate for the total property value, both tangible and intangible, the cost approach is utilized under a "use value concept" to arrive at tangible property value. The tangible value for the land, the improvements, and the furniture, fixture & equipment (FF & E) are deducted from the total property value. The remainder is considered intangible "going-concern value."

The market approach to value provides an indication of value by comparing the subject to similar properties that have recently sold. Each sale has been adjusted for various factors for an indication of value. This type of property is an income producing property that is typically purchased for economic benefits. Although the comparables may be dissimilar in size, location, or condition, they are all income producing properties.

The subject is evaluated by application of the Sales Price per Square Foot. The Sale Price per Square Foot method estimates the value contribution of the improvements on a per square foot basis. The comparable is compared to the subject relative to this per square foot value contribution.

The Income Approach provides an indication of value based on an estimate of the subject net income producing capabilities. The sales comparables employed in the market approach to value were analyzed as to a Capitalization Rate. A derived capitalization rate was calculated; this calculated rate was compared to the rates indicated by the sales comparables and a single rate was chosen. This capitalization rate was then applied to the

projected net operation income of the subject for an indication of value by the income approach.

The subject properties are income producing; the income approach is the most appropriate method with which to value them.

Based on the available data, and the analysis presented in the approaches to value, it is the appraisers' opinion that the "AS IS" market value of the subject, **NOT INCLUDING INVENTORY OR EQUIPMENT**, as of 01 October 2014, is:

FIVE HUNDRED THOUSAND DOLLARS

(\$500,000.00)

CERTIFICATION OF APPRAISAL

I certify that, to the best of my knowledge and belief:

- All statements of fact and the information contained in this appraisal report, upon which the analysis, opinions, and conclusions expressed herein, are true and correct.
 - The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 - I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
 - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
 - I have not previously prepared an appraisal on the subject property, an appraisal review involving the subject property or an appraisal consulting assignment involving the subject property.
 - My engagement in this assignment was not contingent upon developing or reporting predetermined results.
 - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - No one provided significant real property appraisal assistance to the person signing this certification.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Professional Standards of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
 - As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.

Based upon the analyses, as set forth in the preceding pages and upon my experience, the estimated “AS IS” Market Value of the subject, under the assumptions and limiting conditions as stated, as of as of 01 October 2014, is:

FIVE HUNDRED THOUSAND DOLLARS

(\$500,000.00)



John R. Smedly, Jr.
NM Gen. Cert. 76-G

QUALIFICATIONS OF THE APPRAISER: JOHN R. SMEDLY, JR.

PROFESSIONAL AFFILIATIONS AND LICENSES

Member of the National Association of Realtors

New Mexico Real Estate Appraiser's General Certificate #76-G – Expires 04/30/2016

Colorado Real Estate Appraisers General Certificate #CG01316234 – Expires 12/31/2016

EDUCATION BACKGROUND

Master of Science in Animal Science, NMSU, Las Cruces, New Mexico 1981

Bachelor of Science in Animal Science, NMSU, Las Cruces, New Mexico 1980

Graduate Work in Economics, New Mexico State University, Las Cruces, New Mexico 1989

TECHNICAL COURSES AND TRAINING

1979 Real Estate Appraisal and Finance, NMSU, Las Cruces, New Mexico
1988 Rural Appraisal, New Mexico State University, Las Cruces, New Mexico
1988 A-20 Principles of Rural Appraisal, ASFM & RA, Tempe, Arizona
1990 A-30 Advanced Rural Appraisal, ASFMRA, Colorado
1990 A-12 Standards of Professional Practice and Ethics, ASFMRA, Albuquerque, New Mexico
1991 A-15 Report Writing, ASFMRA, Denver, Colorado
1991 A-45 General Certification Preparation Course, ASFMRA, Albuquerque, New Mexico
1993 410 Standards of Professional Practice and Ethics -- Part A, Appraisal Institute, Albuquerque, NM
1993 420 Standards of Professional Practice and Ethics -- Part B, Appraisal Institute, Albuquerque, NM
1993 A-18 Income Capitalization-Part I, ASFMRA, Denver, Colorado
1994 A-28 Income Capitalization-Part II, ASFMRA, Denver, Colorado
1996 A-35 Advanced Appraisal Review, ASFMRA, Boise, Idaho
1999 A-29 Highest & Best Use, ASFRMA, Jackpot, Nevada
1999 Conservation Easement Seminar, ASFMRA, Lexington, Kentucky
2003 5.0 USPAP, National Association of Independent Fee Appraisers, Amarillo, Texas
2003 A-25 Eminent Domain, ASFMRA, Phoenix, Arizona
2003 A-29 Highest & Best Use, ASFMRA, Phoenix, Arizona
2005 Professionals Guide to URAR, Appraisal Institute, Colorado Springs, Colorado
2006 Subdivision Valuation, Appraisal Institute, Santa Fe, New Mexico
2006 Review Appraisal Update, Columbia Institute, Santa Fe, New Mexico
2006 Rates & Ratios, Appraisal Institute, Phoenix, Arizona
2006 USPAP, McKissock, Inc., Online Course
2007 Yellow Book Seminar, Appraisal Institute, Santa Fe, New Mexico
2010 7.0 Hour USPAP, McKissock, Albuquerque, NM
2010 FHA Appraising, McKissock, Albuquerque, NM
2010 Analyzing & Valuing Income Properties, McKissock, Albuquerque, NM
2010 Minimizing Liability, McKissock, Albuquerque, NM
2010 15.0 Hour USPAP, Appraisal Institute, Phoenix, AZ
2010 Business Practices & Ethics, Appraisal Institute, Phoenix, AZ
2010 Online Basic Appraisal Principals, Appraisal Institute
2012 2012-2013 7.0 Hour USPAP, McKissock, Inc., Online Course
2012 Appraising Manufactured Homes, McKissock, Inc., Online Course
2012 AI 826 Introduction to Green Buildings, Appraisal Institute, Raton, NM
2012 AI 827 Case Studies in Appraising Green Residential, Appraisal Institute, Raton, NM
2013 Advanced Residential Applications and Case Studies, McKissock, Inc., Online Course
2014 NM Appraisal Board Approved Update Course, Albuquerque, NM
2014 2014-2015 7.0 Hour USPAP, McKissock, Inc., Online Course
2014 FHA Appraising, McKissock, Albuquerque, NM

APPRAISAL/WORK EXPERIENCE

1981 Smedly Enterprises, Experience in Real Estate Sales and Appraisals
1986 Loan Officer with Centinel Bank of Taos, Taos, New Mexico
1987 Investment Analyst, Quinn Southwest Securities, Albuquerque, New Mexico
1989 Business Analyst, Cooperative Extension Service, N.M.S.U., Santa Fe, NM
1990 to Partner with Smedly Enterprises, Taos, New Mexico
Present Residential, Commercial and Agriculture Appraisals

REPRESENTATIVE CLIENTS

Happy State Bank, Amarillo, Texas
Centinel Bank of Taos
Sandia Labs Fed. Credit Union, Albuquerque
International Bank, Raton, NM
Bank of New Mexico, Springer
First National Bank, Amarillo
Bank of America – Landsafe Appraisal Services
Ag New Mexico Farm Credit Services
Village of Angel Fire, New Mexico

Federal National Mort. Assn., Dallas
USDA - Farmers Home Administration
Amarillo National Bank, Amarillo
Town of Taos, New Mexico
Prudential Relo. Mgmt., Houston
Wells Fargo Bank, N.A.
Bank of Los Alamos, Los Alamos
Kit Carson Electric Coop.
MDA Appraisal Service

COURT TESTIMONY HISTORY

Most recent Court Testimony Cases:

2005 – JORDAN v JORDAN – Eight Judicial District Court No. 2003-210 DM,
2006 – TAYLOR v TORRES – Eight Judicial District Court No. 2004-156 DM,
2008 – MARTINEZ v MARTINEZ – Eight Judicial District Court No. D-820-DM-2007-00206

I have testified in Federal Bankruptcy Court in the mid 1990's (date unknown)

State of New Mexico

REAL ESTATE APPRAISERS BOARD

PO Box 25101

Santa Fe, NM 87505

(505) 476-4622



This is to certify that

John Robert Smedly, Jr. #76-G

Having complied with the provisions of the New Mexico Real Estate Appraisers Act is hereby granted a license to practice as a

General Certified Appraiser

This appraiser is eligible to perform in Federally Related Transactions

Issue Date: 12/01/1990 Date Expires: 04/30/2016

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

ADDENDA

14-076

AGREEMENT WITH INDEPENDENT CONTRACTOR
(\$5000.00 OR Less)

Town of Taos hereby contracts with the independent contractor listed below, hereinafter "Contractor", for the performance of those services specifically prescribed herein; and both parties hereby enter into this agreement pursuant to the terms and conditions identified herein.

1. The contractors name and principal place of business is:

Smedly Enterprises
John Smedly Jr.
PO Box 3559
Taos, NM 87571
575-758-2147

623 Kit Carson Rd

2. A taxpayer identification number (EIN) or social security number is required. for all independent Contractors

EIN or Social Security #: 85-0329364

3. A gross receipts tax number is required in New Mexico for all income derived for performed services.

NMGRT#: 01-831380-009

4. Contractor is an: Individual Partnership Corporation LLC

SCOPE OF WORK

5. Contractor shall provide the specific service as follows: appraisal of El Pueblo Hall – a Town building located at 114 Civic Plaza Drive

6. Total amount authorized under this contract is: **\$4,327.50** inclusive of GRT.

Amount Exclusive of GRT \$4,000.00

GRT rate 8.1875%

Total amount including GRT \$4,327.50

The total maximum contract amount including taxes at the above rate and any expenses: **\$4,327.50**. If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

7. Term of Contract. This agreement shall expire **45 days from the date of last signature** and may be terminated earlier by completion of work and acceptance of work by the Town of Taos; by mutual recession; for cause by the Town of Taos; by minimum of fourteen (14) day notice by contractor.

8. This Agreement may only be amended in writing signed by the parties.

9. Additional Terms and Conditions attached hereto are considered a part of this agreement. By signature below, Contractor acknowledges that he has read the additional terms and conditions and understands and agrees to all terms of this agreement. Agreed to this 22 day of SEPT, 2014 at Taos, New Mexico

Town of Taos:

By: [Signature]

Richard Bellis, Town Manager

Date: 9/16/14

Department line item: **11-29-44005**

Contractor:

By: [Signature]

JOHN R. SMEDLY
General Partner

Title



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

EL PUEBLO HALL
Town of Taos
114 Civic Plaza Drive
Taos, NM 87571

Proposal Date: 08/21/2014
Proposal #: 21-NM-140138

Garland/DBS, Inc. is willing to offer the pricing, terms, and conditions as The Garland Company, Inc.'s GSA Schedule#GS-07F-0130K.

Scope of Work

Remove existing roof down to decking. Properly dispose of all roofing debris.
Mechanically attach a 3.6" iso board per FM wind uplift requirements.
Install tapered crickets between scuppers/canales drains.
Install a 1/2" wood fiber set in hot asphalt.
Install one ply of Stressbase 80 and one ply of Stress Ply Plus set in hot asphalt.
Flashings will consist of one ply of Stressbase 80 and one ply of Versiply Mineral.
Install all new galvanized counterflashings, pitch pans, and scuppers.
Install a base coat of Pyramic at one gallon per 100 square feet and a topcoat of Pyramic at 1 gallon per 100 square feet.
Coat all parapet walls with two coats of Tuff Coat Elastomeric coating. (All interior walls above roof areas)
Owner must provide a set up and storage area and electricity for small power tools.
Owner will be responsible for removing & re-attaching conduit from walls where new roofing and/or sheet metal will be installed.

Total Proposed Cost to Complete the Project:	\$182,019.00
-----------------------------------------------------	---------------------

Clarifications /Exclusions:

1. Price includes estimated taxes of 8.187% totaling \$14,902.00
2. Deck Replacement: \$11.40

Pricing is valid for sixty days (60) from the date of this proposal.

Communication relating to this proposal may be directed to:

Kirk Henline
3800 E 91st Street
Cleveland, OH 44105
Phone: 216-430-3513
Fax: 216-833-2055
khenline@garlandind.com
END OF PROPOSAL



December 23, 2014

Title:

Eco-Park Locker Rooms

Summary:

Status Report - Final Design.

Background:

Staff Recommendation:

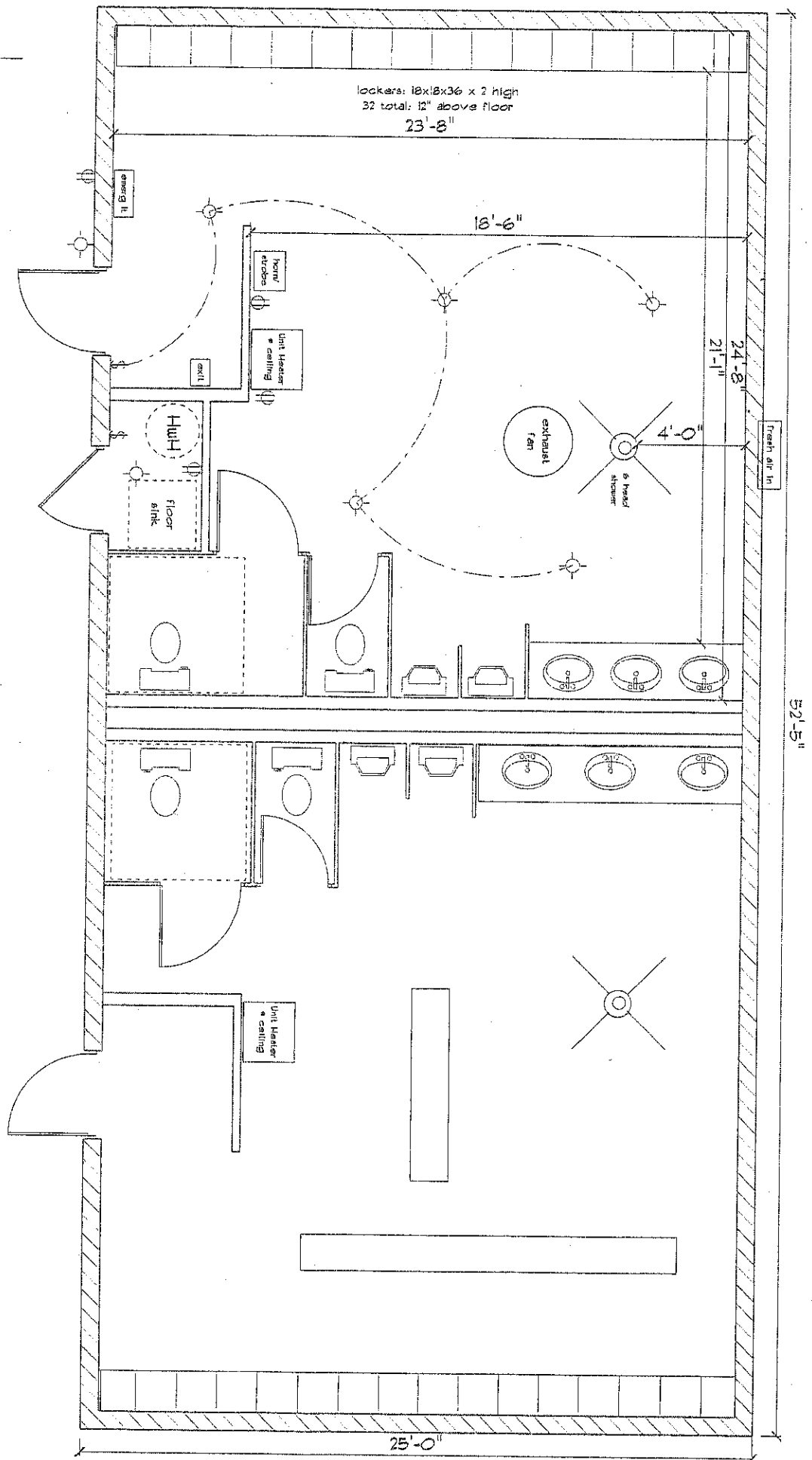
Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

 [Backup](#)



Taseo Eco Park Locker Rooms
Conceptual Floor Plan
12/19/14 1,322 sf

Wayne Rutherford General Contractor, Inc.

Eco Park Locker Rooms

Cost Analysis

December 19, 2014

after poss.
value

VE

					<u>\$/sf</u>	<u>engineering:</u>	<u>factor</u>
<u>1</u>	Modulars (4 season, including ramps)						
a		1,154	sf	\$337,000	\$292	\$310,040	92%
b		1,904	sf	455,000	\$239	418,600	
<u>2</u>	Pre-casts (4 season; too small; high upgrade costs)						
a		800	sf	315,000	\$394	283,500	90%
b		1,040	sf	409,000	\$393	368,100	
<u>3</u>	Cargo boxes						
a		1,120	sf	439,000	\$392	\$381,930	87%
b		1,760	sf	565,000	\$321	\$491,550	
<u>4</u>	Site built, masonry - RS Means pricing, simplified finishes, simplified HVAC/plumbing						
a		1,322	sf	\$338,000	\$256		
b		1,531	sf	349,590	\$228		not applic.
<u>5</u>	Site built, masonry - local pricing, simplified structure, simplified HVAC/plumbing						
a		1,200	sf	423,000	\$353	\$338,400	80%
b		1,531	sf	490,000	\$320	\$392,000	
<u>6</u>	Site built, frame - simplified HVAC/plumbing, minimal finishes; higher maintenance & cleaning						
a		1,200	sf	362,000	\$302	\$325,800	90%
b		1,531	sf	405,000	\$265	\$364,500	

- includes planning fee, permit drawings, GC fee, CES fee, 5% Owner's contingency, bonds, NM GRT

- square foot costs are affected by high mechanical/plumbing costs and do not track w/floor area adjustments



December 23, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 23, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



December 23, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available